

→ Motor Policy Wording

Halifax Car Insurance
24 hour claims helpline: 0344 209 0472
Please keep this document safe

→ Policy Wording Contents

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A Definitions

Certain words appearing in your Motor Policy Wording, **Schedule of Insurance** or **Certificate of Motor Insurance** have been defined and they will have the same meaning wherever they are shown in **bold**.

Word or Expression	Definition
Accessories	Additional or supplementary parts of the car not directly related to its function as a vehicle, whilst in or on the car or held in a locked private garage. Accessories do not include trailers, personal belongings, mobile telephones, audio, navigation or entertainment equipment.
Certificate of Motor Insurance	The document headed Certificate of Motor Insurance which provides evidence of the existence of motor insurance as required by the Road Traffic Acts.
Excess(es)	The excess is the amount you must pay towards any claim, this can include both compulsory and voluntary excesses in which case the insurer will add them together.
Inexperienced driver	Drivers aged 25 or older who hold a provisional licence or who have held a full driving licence issued within the territorial limits , the European Union or European Economic Area for less than 12 months.
Insurer(s)	The Insurance Company or Lloyd's syndicate which covers you and whose name is specified in the Statement of Insurance , Schedule of Insurance and the Certificate of Motor Insurance on whose behalf this document is issued.
Market value	The cost of replacing the car with another of the same make, specification, model, age, mileage and condition as the car immediately before the loss or damage happened.
Partner	Your husband, wife, civil partner or a person living with you at the same address on a permanent basis sharing financial responsibilities, as if you were married to them. This does not include business partners, unless you also have a relationship with them as described in the first sentence.
Period of insurance	The length of time for which the insurer will insure you . This is shown in the Schedule of Insurance .
Policy	The documents consisting of this wording, the Statement of Insurance , the Schedule of Insurance , the Certificate of Motor Insurance identified by the same policy number.
Regular driver	The person named as such in your Schedule of Insurance who you told us is the person who drives the car the most often.
Risk address	The address where the car is normally kept overnight.
Road traffic acts	Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle. In the United Kingdom this is the Road Traffic Act 1988 and any subsequent amendments there to or successors thereof.
Schedule of Insurance	The latest Schedule of Insurance the insurer has issued to you . This forms part of the contract of insurance. It gives details of the period of insurance , the sections of the policy which apply, the premium, the car which is insured and details of any excesses .
Statement of Insurance	The form that shows the information that you gave us , including information given on your behalf and verbal information you gave prior to commencement of the policy .
Territorial limits	Great Britain, Northern Ireland, the Isle of Man, The Channel Islands including transit by sea, air or land within and between these places.
Terrorism	Terrorism as defined in the Terrorism Act 2000.
The car(s)	The vehicle specified in the Certificate of Motor Insurance by registration number.
Third party	Any person who makes a claim against anyone insured under this policy .
Unattended	When you or any passenger is not inside the car .
We/Us/Our	BISL Limited.
You/Your/Policyholder	The person named as the policyholder on your Schedule of Insurance .
Young driver	A person under 25 at the time of an event which you or they may be entitled to claim for.

B Policy cover

Your **Schedule of Insurance** shows the level of cover **you** have chosen. The cover and **policy** sections applicable are shown below.

Section name	Cover applicable		
	Comprehensive	Third party fire and theft	Third party only
Section 1 : Liability to others	✓	✓	✓
Section 2 : Damage to the car	✓		
Section 3 : Fire and theft	✓	✓	
Section 4 : Glass damage	✓		
Section 5 : Personal belongings	✓		
Section 6 : Medical expenses	✓		
Section 7 : Personal accident benefits	✓		
Section 8 : Replacement locks	✓		
Section 9 : Travelling abroad	✓	✓	✓
Section 10 : No claims discount	✓	✓	✓
Section 11 : No claims discount protection	If applicable	If applicable	If applicable
Section 12 : Cancellation	✓	✓	✓
Section 13 : General policy exclusions	✓	✓	✓
Section 14 : General policy conditions	✓	✓	✓

C Important customer information

You must tell us straight away if anything changes to the information **you** provided as per the **statement of insurance**. The changes include the following and if **you** do not tell **us** about these changes, this may result in increased premiums, refusal of a claim or not being fully paid, **your policy** being cancelled or being made null & void and treated as if it never existed.

This list is not exhaustive and if **you** are unsure about whether to tell **us** about something please call **us** on **0344 209 0471** to check:

- **You sell the car**, change **the car** or its registration number, or **you** get another car.
- **You change your address**.
- **The car** is modified or changed in any way from the manufacturer's original specification (including but not limited to: optional fit extras, alloy wheels, suspension, bodywork, engine, audio, video and satellite navigation equipment).
- **You** want to add or remove a driver.
- There is a change in the **regular driver of the car**.
- There is a change in the purpose **the car** is used for.
- There is a change in estimated annual mileage.
- Anyone who drives **the car** passes their driving test or has their driving licence revoked.

- Anyone who drives **the car** gets a motoring conviction or has a prosecution pending (including fixed penalty offences).
- Anyone who drives **the car** changes occupation, starts a new job (including any part-time work) or stops work.
- Anyone who drives **the car** develops a health condition, which requires notification to the DVLA, or an existing condition worsens. You can find additional information in the driving and transport section of www.gov.uk or pick up leaflet D100 from the Post Office.
- **The car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
- Anyone who drives **the car** is involved in any accident or has a vehicle damaged or stolen.
- Anyone who drives **the car** had insurance refused, cancelled or had special conditions applied.
- **The car** is taken abroad for more than 60 days or outside the European Union.

Please note that any amendments to **your policy** may result in a change to **your premium and policy terms**, including **your excess**.

D Making a claim

We must be notified as soon as possible of any accident or loss involving **the car** or any other incidents which may lead to a claim by **you** or by a **third party**.

What to do if you have an accident

In the unfortunate event that **you** are involved in an accident, please take the following simple steps;

- Don't leave the accident scene.
- Call the police if anyone is injured.
- Obtain the details of all witnesses.
- Note the details of the **third party**, including name, address, vehicle registration number, the name of their insurance company and their policy number.
- Take pictures of the accident scene with your mobile phone.
- Sketch a rough diagram of the accident scene.
- Do not admit liability, seek settlement or offer to negotiate.
- Report the accident to **us** as soon as possible on **0344 209 0472**.

What to do if your car is subject to a theft, attempted theft or malicious damage

- Call the police and obtain a crime reference number.
- Report the incident to **us** as soon as possible on **0344 209 0472**.

What to do if your car windscreen or window glass is broken or damaged

- If **you** have comprehensive cover and **your** claim is for the **car** windscreen, side or rear windows, or the sunroof, please contact **our** claims department on **0330 018 1889**. Claims under this section will not affect **your** no claims discount. If the glass has to be replaced the glass **excess** shown on **your** Schedule of Insurance will be payable.
- If **you** do not have comprehensive cover, **you** can still call the claims department but **you** will have to pay the cost of the replacement or repair.

How to notify us of a claim

To report a claim or for claims enquiries call **our** claims line on **0344 209 0472**. We will ask **you** a number of questions over the phone so please make sure **you** have the following information when **you** call:

- Date, time and description of the incident.
- Details of any **third party** involved including name, address, vehicle registration, the name of their insurance company and their policy number.
- Name and address of any witnesses.
- If the police were in attendance, the incident reference number.

We will usually be able to take all the information to allow the **insurer** to handle **your** claim efficiently within one phone call. However **we** or **your** **insurer** may need to contact **you** again to check certain aspects of **your** claim or in certain circumstances require that **you** complete a claim form.

E Contract of insurance

This document gives details of **your** cover and it should be read along with **your** Statement of Insurance, Schedule of Insurance and Certificate of Motor Insurance.

Please take time to read through these documents which contain important information about the details **you** have given. **You** should also show **your** **policy** to anyone else who is covered under it.

For this contract to be valid, it's important that **you** check the information **you** have provided and notify **us** immediately of any changes to these details. Failure to disclose correct and complete information to the best of **your** knowledge and belief may result in increased premiums, refusal of a claim or not being fully paid, **your** **policy** being cancelled or being made null & void and treated as if it never existed.

You are required to update **us** with any changes to **your** information.

In return for **your** premium, the **insurer** will provide the cover shown in **your** **policy** for accident, injury, loss or damage that happens within the **territorial limits** during the **period of insurance**.

The parties to this contract are **you** and the **insurer**. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation of 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.

Financial Services Compensation Scheme (FSCS)

If the **insurer** cannot meet its liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. Claims for compulsory insurance, such as third party motor insurance, are covered in full.

Any claims made to the Financial Services Compensation Scheme for non-compulsory (optional) insurance, such as damage to the insured car, and for any unused premium, are covered up to 90% of the value of the claim submitted. You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0207 741 4100.

The law applicable to this policy

English Law will apply to this contract of insurance unless agreed otherwise.

We will provide the terms and conditions of this **policy** for the **period of insurance**, and any subsequent communication between **us**, whether verbal or written in the English language.

1 Liability to others

What is covered under this section

The **insurer** will pay amounts including claimant's costs that **you** are legally liable to pay for:

- The death of or bodily injury to any person caused by an incident involving **the car**; and
- Damage to someone else's property caused by an incident involving **the car** up to a maximum of £20,000,000 (including all legal and other expenses) for any one claim or number of claims arising from one cause.

Driving other cars extension

The cover under this section of the **policy** is extended to the specific driver noted in the **Certificate of Motor Insurance** as having the benefit of this extension when driving other cars not owned by, or registered to, or hired, rented or leased to the specific driver, their business partner or their employer, or is being kept or used in connection with their employer's business.

This extended cover only applies if:

- This extension is shown on **your** **Certificate of Motor Insurance**; and
- There is no other insurance in force that covers the same claim ; and
- There is a current and valid **Certificate of Motor Insurance** held for the other car in accordance with **Road Traffic Acts**; and
- The other car has not been seized by, or on behalf of, any government or public authority; and
- The driver has the owner's permission to drive the other car; and
- The other car is registered within the **territorial limits**; and
- The other car is not being used outside the **territorial limits**; and
- **You** still have **the car** and it has not been stolen and not recovered; or damaged beyond cost effective repair.

Legal costs

In the event of an accident covered by this section and subject to the **insurer's** prior agreement, the **insurer** will pay for the following at **your** request:

- Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in any country within the **territorial limits**).
- Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving.
- Any other costs and expenses for which the **insurer** has given prior agreement.

If anyone who is covered by this section dies while they are involved in legal action, the **insurer** will give the same cover as they had to their legal personal representatives.

Emergency treatment

The **insurer** will pay for the cost of any emergency treatment or hospital treatment which **you** incur under the UK **Road Traffic Acts** for injuries arising out of any accident involving any car which this **policy** covers. If this is the only payment made, it will not affect **your** no claim discount.

Towing

The cover under this section of the policy is extended to **you** while any vehicle covered by this **policy** is towing a trailer, trailer caravan or broken down car. The cover will apply as long as:

- The towing is allowed by law; and
- The trailer, trailer caravan or broken down car is attached properly by towing equipment made for this purpose; and
- The trailer, trailer caravan or broken down car is not being towed for hire or reward.

Cover for other users of your car

The **insurer** will provide the same cover, other than the Driving other cars extension for liability to **third parties** to:

- Anyone travelling in, or getting into or out of **the car**.
- Any person using **the car**, with your permission, to tow any single trailer, trailer-caravan or broken down car while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.
- Anyone driving **the car** with your permission, as long as **your** **Certificate of Motor Insurance** shows that they are allowed to drive **the car**. The person driving must not be excluded by any endorsement,

exception or condition.

- Anyone using (but not driving) **the car** with **your** permission for social domestic and pleasure purposes.
- The employer or business partner of **you** or **your partner** (if covered under this **policy**) should they become legally liable as a result of the use of **the car** by **you** or **your partner** in the course of their business or employment, providing that such use is covered by the **Certificate of Motor Insurance**. This does not apply if :
 - o **The car** belongs to or is hired by such employer or business partner.
 - o The insured is a corporate body or firm.

What is not covered under section 1

The **insurer** will not pay for;

- Any amount the **insurer** has not agreed to in writing.
- Any loss of or damage to property which belongs to, or is in the charge of, any person who is claiming cover under this **policy**.
- Any loss of or damage to any vehicle, trailer, trailer caravan or disabled vehicle covered by this **policy**
- Any liability for death or injury to any employee in the course of their employment by anyone insured by this **policy** if the employer is covered by an employer's liability policy except as required by any compulsory **Road Traffic Acts**.
- Death or injury to any person being carried in or on or getting in or out of the trailer or trailer caravan **you** tow.
- Any liability incurred while the trailer, trailer caravan or broken down car **you** tow is not attached.
- Any loss of or damage to property being carried in or on the trailer, trailer caravan or broken down car **you** tow.
- Any claim for pollution or contamination, unless it is caused by a sudden identifiable event which was unintended and unexpected and happened at one specific time and place.
- Any amount over £1 million, for any one pollution or contamination event.

2 Damage to the car

What is covered under this section

This section provides **you** with cover for loss or damage to **the car** and its **accessories** caused by accidental or malicious damage, or vandalism.

The **insurer** will decide either to;

- Repair the damage themselves; or
- Pay to have the damage repaired; or
- Pay to replace what is lost or damaged if this is more cost effective than repairing it; or
- Pay **you** an amount equal to the loss or damage.

If to the **insurer's** knowledge **the car** is the subject of a hire purchase or leasing agreement, the **insurer** may, in the event of **the car's** total loss or destruction, pay the hire purchase or leasing company directly for the loss or damage to the vehicle.

If the **insurer's** estimate of the **market value** is more than the amount owed any balance will be paid to **you**.

If the **insurer's** estimate of the **market value** is less than the amount owed **you** may have to pay the outstanding balance.

By purchasing this **policy** **you** agree that the **insurer** can handle **your** claim in this way.

The **insurer** will also pay reasonable costs for the protection, removal and storage of **the car** and delivery after repair to **your risk address**.

The **insurer** may use warranted replacement parts or recycled parts which are not supplied by the manufacturer of **the car** but will be of a similar standard. If suitable replacement parts are not available **the insurer** will pay the manufacturer's last list price.

The **insurer** will not pay more than the **market value** of **the car** at the time of the loss unless the new car benefit applies.

New car benefit

The **insurer** will replace **the car** with one of the same make, model and specification if;

- The loss or damage happens within twelve months from the date **the car** was first registered; and
- **You**, or **your partner**, are the first and only registered keeper of **the car** (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250

miles); and

- **You**, or **your partner**, have owned **the car** (or it has been hired to **you**, or **your partner**, under a hire-purchase or leasing agreement) since it was first registered as new (or **you** are the second owner if the first owner is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- The cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the United Kingdom list price); and
- **The car** was supplied as new from within the **territorial limits**.

In these circumstances, if **you** ask the **insurer** to they will replace **the car** (and pay reasonable delivery charges) with a new car of the same make, model and specification.

The **insurer** can only do this if a replacement car is available in the **territorial limits** and anyone else who has an interest in **the car** agrees.

If a replacement car of the same make, model and specification is not available, the **insurer** will, where possible, provide a similar car of identical list price.

If this is not acceptable to **you**, the **insurer** will not pay more than the **market value** of **the car** at the time of the loss.

Car audio, navigation and entertainment equipment

The **insurer** will also cover the cost of replacing or repairing **the car's** audio, navigation and entertainment equipment up to the following amounts:

- Unlimited for equipment fitted as original equipment by the manufacturer; or
- £500 for any other equipment not fitted by the manufacturer, provided it is permanently fitted to **the car**.

Recommended repairer

If the damage to **the car** is covered under **your policy** and it is repaired by a recommended repairer, **you** do not need to obtain any estimates and repairs can begin immediately after the **insurer** has authorised them. The **insurer** will arrange for one of their repairers to contact **you** to arrange to collect **the car**. Repairs made by the **insurer's** recommended repairers are guaranteed for three years.

At **your** option, **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must send the **insurer** at least two detailed repair estimates as soon as reasonably possible. The **insurer** will only be liable for the repair costs at a non-recommended repairer if the **insurer** has agreed that the costs are reasonable and the **insurer** has issued an authorisation to the repairer. The **insurer** may need to inspect **the car**.

The **insurer** reserves the right to ask **you** to obtain alternative estimates and the **insurer** may not pay **you** more than their recommended repairer would have charged them for the repair of **the car**.

Courtesy cars

This **policy** also covers loss or damage to any courtesy car the **insurer's** recommended repairer provides to **you** while any damage to **the car** is being repaired. The provision of a courtesy car is subject to availability and the recommended repairers terms and conditions. In addition, the terms, conditions and **excesses** of **your policy** remain in force for the courtesy car.

What is not covered under section 2

- Loss of or damage to **the car** caused by fire, theft or attempted theft.
- The total **excess** shown in **your Schedule of Insurance**. **You** must pay these amounts for every incident that **you** claim for under this section.
- The additional **excesses** shown in the **Schedule of Insurance**, if **the car** is damaged while it is being driven by a **young driver** or **inexperienced driver**.
- Loss of keys, keyless entry system devices, tapes, compact and mini discs, DVD's and other portable media storage devices.
- Loss or damage caused to **the car**, if at the time of the incident, it was under the custody or control of anyone with **your** permission who is not covered under this **policy**.
- Loss or damage to **the car** and/or its contents as a result of someone taking it by fraud or trickery while pretending to be a buyer.
- Loss or damage to **the car** caused by malicious damage unless this has been reported to the police and a crime reference number obtained.
- The **insurer** will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless expressly stated in this **policy**.
- Loss or damage deliberately caused by any person entitled to be covered under this **policy** or any person acting on their behalf.

- Loss or damage resulting from incorrectly maintaining or fuelling **the car** or from the use of substandard fuel, lubricants or parts.
- Loss of or damage to **the car** caused by a person known to **you** taking **the car** without **your** permission, unless that person is reported to the police for taking **the car** without **your** permission.
- Costs resulting from loss of use of **the car**.
- Any reduction in the **market value of the car** following repair.
- Any part of the cost of repair or replacement which improves **the car** or its **accessories** beyond its condition immediately before the loss or damage occurred.
- Loss or damage to any trailer, caravan or disabled motor vehicle, or their contents, being towed by **the car**.
- Loss or damage from taking **the car** and returning it to the legal owner.
- Loss or damage to in car audio, television, DVD, phone, games-console, or electronic navigation, unless these items are permanently fitted to **the car**.
- Loss or damage caused by wear and tear or depreciation.
- Loss or damage caused by any mechanical, electrical, electronic computer or computer software failures, breakdowns, faults or breakages.
- Loss or damage arising directly or indirectly from water freezing in the cooling system of **the car**.
- Damage caused by the process of cleaning, modification, repairing or restoring or by any gradually operating cause.
- Damage to tyres caused by braking, punctures, cuts or bursts not as a direct result of an accident.
- Any storage charges unless **you** tell the **insurer** about them and unless the **insurer** agree in writing to pay for them.
- Any increase in damage as a result of **the car** being moved under its own power following an incident.
- Costs of importing parts or **accessories** or storage costs caused by delays, where the parts or **accessories** are not available from current stock within the **territorial limits**.
- Any amount over the cost shown in the manufacturer's latest price guide for any lost or damaged parts or **accessories** if such parts or **accessories** are not available.
- Loss or damage resulting from confiscation, nationalisation, requisition or destruction by or under the order of any government or public or legal authority.

3 Fire and theft

What is covered under this section

This section provides **you** with cover for loss or damage to **the car** and its **accessories** caused by fire, theft or attempted theft. The **insurer** will decide either to:

- Pay to have the damage repaired; or
- Pay to replace what is lost or damaged if this is more cost effective than repairing it; or
- Pay **you** an amount equal to the loss or damage.

If to the **insurer's** knowledge **the car** is the subject of a hire purchase or leasing agreement, the **insurer** may, in the event of **the car's** total loss or destruction, pay the hire purchase or leasing company in the first instance.

If the **insurer's** estimate of the **market value** is more than the amount owed any balance will be paid to **you**.

If the **insurer's** estimate of the **market value** is less than the amount owed **you** may have to pay the outstanding balance.

By purchasing this **policy** **you** agree that the **insurer** can handle **your** claim in this way.

The **insurer** will also pay reasonable costs for the protection, removal and storage of the **car** and delivery after repair to **your risk address**.

The **insurer** may use warranted replacement parts or recycled parts which are not supplied by the manufacturer of **the car** but will be of a similar standard. If suitable replacement parts are not available **we** will pay the manufacturer's last list price.

The **insurer** will not pay more than the **market value of the car** at the time of the loss unless the new car benefit applies.

New car benefit

The **insurer** will replace **the car** with one of the same make, model and specification if:

- The loss or damage happens within twelve months from the date **the car** was first registered; and
- **You**, or **your partner**, are the first and only registered keeper of **the car** (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- **You**, or **your partner**, have owned **the car** (or it has been hired to **you**, or **your partner**, under a hire-purchase or leasing agreement) since it was

first registered as new (or **you** are the second owner if the first owner is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and

- The cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the United Kingdom list price); and
- **The car** was supplied as new from within the **territorial limits**.

In these circumstances, if **you** ask the **insurer** to they will replace **the car** (and pay reasonable delivery charges) with a new car of the same make, model and specification.

The **insurer** can only do this if a replacement car is available in the **territorial limits** and anyone else who has an interest in **the car** agrees.

If a replacement car of the same make, model and specification is not available, the **insurer** will, where possible, provide a similar car of identical list price.

If this is not acceptable to **you**, the **insurer** will not pay more than the **market value of the car** at the time of the loss.

Car audio, navigation and entertainment equipment

The **insurer** will also cover the cost of replacing or repairing **the car's** audio, navigation and entertainment equipment up to the following amounts:

- Unlimited for equipment fitted as original equipment by the manufacturer; or
- £500 for any other equipment not fitted by the manufacturer, provided it is permanently fitted to **the car**.

Recommended repairer

If the damage to **the car** is covered under **your policy** and it is repaired by a recommended repairer, **you** do not need to obtain any estimates and repairs can begin immediately after the **insurer** has authorised them. The **insurer** will arrange for one of their repairers to contact **you** to arrange to collect **the car**. Repairs made by the **insurer's** recommended repairers are guaranteed for three years.

At **your** option, **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must send the **insurer** at least two detailed repair estimates as soon as reasonably possible. The **insurer** will only be liable for the repair costs at a non-recommended repairer if the **insurer** has agreed that the costs are reasonable and the **insurer** has issued an authorisation to the repairer. The **insurer** may need to inspect **the car**.

The **insurer** reserve the right to ask **you** to obtain alternative estimates and the **insurer** may not pay **you** more than their recommended repairer would have charged them for the repair of **the car**.

What is not covered under section 3

- The total **excess** shown in **your Schedule of Insurance**.
- Loss or damage caused by theft or attempted theft if the keys or lock transmitter or entry card from the keyless entry system are left in or on **the car** while it is left **unattended**.
- Loss of keys, keyless entry system devices, tapes, compact and mini discs, DVD's and other portable media storage devices.
- Loss or damage caused by theft or attempted theft if **the car** is left **unattended** without being properly locked and/or if any window, roof opening, removable roof panel or hood is left open or unlocked.
- Loss or damage if any security or tracking device, which the **insurer** has insisted is fitted to **the car**, has not been set or is not in full working order.
- Loss or damage caused to **the car**, if at the time of the incident, it was under the custody or control of anyone with **your** permission who is not covered under this **policy**.
- Loss or damage to **the car** and/or its contents as a result of someone taking it by fraud or trickery while pretending to be a buyer.
- Loss of or damage to **the car** by theft, attempted theft unless this has been reported to the police and a crime reference number obtained.
- The **insurer** will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless expressly stated in this **policy**.
- Loss or damage deliberately caused by any person entitled to be covered under this **policy** or any person acting on their behalf.
- Loss or damage resulting from incorrectly maintaining or fuelling **the car** or from the use of substandard fuel, lubricants or parts.
- Loss of or damage to **the car** caused by a person known to **you** taking **the car** without **your** permission, unless that person is reported to the police for taking **the car** without **your** permission.
- Costs resulting from loss of use of **the car**.
- Any reduction in the **market value of the car** following repair.
- Any part of the cost of repair or replacement which improves **the car** or its **accessories** beyond its condition immediately before the loss or damage occurred.
- Loss or damage to any trailer, caravan or disabled motor vehicle, or their contents, being towed by **the car**.
- Loss or damage from taking **the car** and returning it to the legal

owner.

- Loss or damage to in car audio, television, DVD, phone, games-console, or electronic navigation, unless these items are permanently fitted to **the car**.
- Loss or damage caused by wear and tear or depreciation.
- Loss or damage caused by any mechanical, electrical, electronic computer or computer software failures, breakdowns, faults or breakages.
- Loss or damage arising directly or indirectly from water freezing in the cooling system of **the car**.
- Damage caused by the process of cleaning, modification, repairing or restoring or by any gradually operating cause.
- Damage to tyres caused by braking, punctures, cuts or bursts not as a direct result of an accident.
- Any storage charges unless **you** tell the **insurer** about them and the **insurer** agree in writing to pay for them.
- Any increase in damage as a result of **the car** being moved under its own power following an incident.
- Costs of importing parts or **accessories** or storage costs caused by delays, where the parts or **accessories** are not available from current stock within the **territorial limits**.
- Any amount over the cost shown in the manufacturer's latest price guide for any lost or damaged parts or **accessories** if such parts or **accessories** are not available.
- Loss or damage resulting from confiscation, nationalisation, requisition or destruction by or under the order of any government or public or legal authority.

4 Glass damage

What is covered under this section

If the glass in the front windscreen, side, rear windows, or sunroof of **the car** is damaged during the **period of insurance** the **insurer** will pay the cost of repairing or replacing it. The **insurer** will also pay for any repair to the bodywork of **the car** that has been damaged by broken glass from the windscreen or windows.

If the repair or replacement is carried out by one of **our** approved suppliers, cover is unlimited. *(To contact one of our approved suppliers please refer to the 'Making a claim section' of this policy.)*

If **you** choose to use **your** own supplier, then cover will be limited to £150 less any **excess**.

A claim under this section only will not affect **your** no claims discount.

What is not covered under section 4

- The glass **excess** shown in **your** Schedule of Insurance, unless the glass is repaired and not replaced in which case no **excess** applies.
- Loss of use of **the car**.
- Damaged or broken glass in panoramic glass roofs.
- Repair or replacement of the hood/roof structure of a convertible or cabriolet vehicle.
- Repair or replacement of any glass that is part of a removable or folding convertible roof.
- Repair or replacement of any windscreen or window not made of glass.
- The cost of importing parts or storage costs caused by delays where the parts are not available from stock within the **territorial limits**.
- Loss or damage deliberately caused by any person entitled to be covered under this **policy** or any person acting on their behalf.

5 Personal belongings

What is covered under this section

The **insurer** will pay up to a maximum of £100 for personal belongings not permanently fitted to **the car**, which are lost or damaged following an accident, fire, theft or attempted theft involving **the car**.

What is not covered under section 5

- Loss or damage caused by wear and tear or depreciation.
- Loss of, theft of or damage to property from an open or convertible car, unless the personal belongings were left in a locked boot or locked glove compartment.
- Loss or damage if **the car** is left **unattended** without being properly locked and/or if any window, roof opening, removable roof panel or hood

is left open or unlocked.

- Money, credit or debit cards, stamps, tickets, vouchers, documents and securities.
- Goods or samples carried in connection with any trade or business
- Loss of or damage to any radar detection equipment.
- Loss of or damage to telephone or other communication equipment.

6 Medical expenses

What is covered under this section

If **you** or anyone in **the car** is injured in an accident involving **the car**, the **insurer** will pay up to £200 in medical expenses for each injured person.

7 Personal accident benefits

What is covered under this section

If **you** or **your partner** are accidentally killed or permanently injured while getting in, travelling in or getting out of **the car** (or any other private car that **you** do not own), the **insurer** will pay the following:

- For death - £5,000
- For the total and irrecoverable loss of sight in one or both eyes - £5,000
- For the permanent loss of use of one or more limbs above the wrist or ankle - £5,000

The **insurer** will only pay these amounts if the cause of death or injury is an accident involving a car and the death or loss happens within 3 calendar months of the accident.

What is not covered under section 7

- More than £10,000 per incident.
- Death or injury to any person not wearing a seat belt when required to by law.
- Any intentional self injury, suicide or attempted suicide.
- Any injury or death arising wholly or in part from any natural or inherent disease or medical condition.
- Any injury or death to any person driving at the time of the accident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.
- If **you** or **your partner** has any other car insurance **policy** with the **insurer**, they will only pay the benefit under one policy.

8 Replacement locks

What is covered under this section

If the keys or other ignition activation device to **the car** or the lock transmitter are stolen the **insurer** will pay up to a maximum of £500 under this section towards the cost of replacing:

- The door locks and/or boot lock.
- Ignition/steering lock.
- The keys or ignition activation device or the lock transmitter and central locking interface.
- The reasonable cost of protecting **the car**, transporting it to the nearest repairers when necessary and delivering it after repair to **your** address.

Provided it can be established that the identity or the **risk address** of **the car** is likely to be known to any person in receipt of such items.

What is not covered under section 8

- The first £100 of any claim.
- Any claim where the keys, lock activation device or the lock transmitter and central locking interface are either:
 - Left in or on **the car** at the time of the loss; or
 - Taken without **your** permission by a person known to **you**, unless that person is reported to the police.

9 Travelling abroad

What is covered under this section

The **insurer** will cover **your** legal liability to others while **you** or any driver covered by this policy are using **the car** within the European Union and any other country which has agreed to follow Article 7(2) of the EU

Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 72/166/EEC).

You do not need an International Motor Insurance Card (Green Card) for visits to these countries as the legal evidence of this cover is shown on the reverse of **your Certificate of Motor Insurance**.

Further information on the countries that follow the above EU Directive can be found by visiting www.mib.org.uk.

The **insurer** will also provide the cover shown on **your Schedule of Insurance** for up to 60 days in any **period of insurance** while **you** are using the **car** within the countries referred to above.

The **insurer** may agree to extend the cover for more than 60 days as long as:

- **The car** is taxed and registered within the **territorial limits**; and
- **Your** main permanent home is within the **territorial limits**; and
- **Your** visit abroad is only temporary; and
- **You** tell **us** before **you** leave; and
- **You** pay any additional premium **we** ask for.

If **you** want to extend **your** policy to give the same cover in a country outside the countries referred to above, **you** must:

- Tell **us** before **you** leave; and
- Get the **insurer's** written agreement to cover **you** in the countries involved; and
- Pay any additional premium **we** ask for.

If the **insurer** agrees to **your** request, the **insurer** will issue **you** with an International Motor Insurance Card (Green Card) as legal evidence of this cover.

The **insurer** will also pay customs duty if **the car** is damaged and the **insurer** decides not to return it after a valid claim on the policy.

Cover also applies while **the car** is being carried between sea or air ports or railway stations within these countries, as long as this travel is by a recognised sea, air or rail route.

What is not covered under section 9

If **your Certificate of Motor Insurance** allows a specific driver to drive any other vehicle, that cover does not apply outside of the **territorial limits**.

10 No claims discount

If **you** do not make a claim during the **period of insurance**, the **insurer** will increase **your** no claim discount when you renew your policy with **us** in line with scale shown below:

Current years NCD	Your NCD years at renewal if no fault claims	Your NCD years at renewal if one fault claim	Your NCD years at renewal if two fault claims	Your NCD years at renewal if more than two fault claims
0	1	0	0	0
1	2	0	0	0
2	3	0	0	0
3	4	1	0	0
4	5	2	0	0
5	6	3	1	0
6	7	3	1	0
7	8	3	1	0
8	9	3	1	0
9	9	3	1	0

If **you** do make a claim during the **period of insurance**, **your** no claim discount will be reduced at the next renewal date in accordance with the scale shown above.

The following will not affect **your** no claims discount:

- Payments made under Section 4 - Glass damage of this **policy**.
- Payments made under Emergency treatment (Section 1) of this **policy**.
- Claims where **you** were not at fault, as long as the **insurer** has recovered all that the **insurer** has paid from those who were responsible.

Your no claims discount cannot be transferred to another person or used on more than one policy at the same time.

You should note any change in the level of **your** no claims discount is no guarantee that **your** premium will not rise.

11 No claims discount protection

If you have 4 or more years no claims discount, for an additional premium, **you** can opt to protect **your** no claims discount. This means that provided that **you** have no more than 2 claims in any 3 year period, **your** entitlement to a no claims discount will be unchanged and **your** no claims discount will not be reduced in accordance with the scale shown in Section 10 – no claims discount. If **you** make 2 claims in any 3 year period no claims discount

protection will end.

For the third and any subsequent claims **your** no claims discount will be reduced in line with the table in Section 10 – no claims discount.

This benefit only applies to **your** no claims discount. It does not protect the premium **you** pay and the **insurer** may take account of **your** claims history when calculating **your** premium.

12 Cancellation

How to cancel your policy

You must contact **us** if **you** wish to cancel **your** policy. **Our** contact details are on the reverse of **your Certificate of Motor Insurance**.

We will cancel **your** policy either from the date **you** contact **us**, or from any later date **you** specify. The **policy** cannot be cancelled from an earlier date than when **you** contact **us**.

If **you** are paying **your** premiums by instalments, **you** must still pay **us** any balance of premium due. Cancelling any direct debit instruction does not mean **you** have cancelled the **policy**. **You** will still need to follow the instructions above.

In the event of cancellation, a cancellation fee shown in the Additional Important Information document will apply.

Cancellation by you within the first 14 days

If **you** cancel **your** policy within 14 days of the date **you** receive **your** policy documents **we** will refund a percentage of the premium calculated on a daily pro rata basis equivalent to the period of cover left unused, unless **you** have made a total loss claim in which case no refund of premium will be given and all premiums would be due.

Cancellation by you after the first 14 days

If **you** cancel this **policy** after the 14-day period **we** will refund a percentage of the premium calculated on a daily pro rata basis equivalent to the period of cover left unused, providing no claims have been made. If a claim has been made, or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums would be due.

Where we cancel your policy

We may cancel **your** policy if there are serious grounds to do so such as non-payment, failure to supply requested validation documentation (proof of No Claims Discount, Security etc) or **you** have provided **us** with incorrect information and **you** have failed to provide a remedy when requested. Where **we** cancel **we** will provide seven days' prior written notice to **your** last known address unless **we** are required to cancel earlier. If **we** cancel **your** policy **we** will refund a percentage of the premium calculated on a daily pro rata basis equivalent to the period of cover left unused, providing no claims have been made. If a claim has been made, or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums would be due.

If **we** cancel **your** policy on the grounds of fraud, cancellation may be immediate and **we** may keep any premium **you** have paid. **We** may also inform the police of the circumstances.

13 General policy exclusions

You are not covered under **your** policy for any of the following:

Contracts

Any claim as a result of an agreement or contract unless it is one the **insurer** would have been liable for anyway.

Who uses the car

Any injury, loss or damage which takes place while **the car** is being:

- Driven by or in the charge of any person not covered by **your Certificate of Motor Insurance**; or
- Used other than for the purposes allowed on **your Certificate of Motor Insurance**; or
- Driven by or in the charge of any person who does not hold or comply with the conditions of a valid licence to drive such a vehicle in the country within which the incident occurred.

This exception does not apply if **the car** is;

- Being serviced or repaired by a member of the motor trade.
- Stolen or being taken away without **your** permission; or
- Being parked by an employee of a hotel or restaurant as part of a car-parking service.

Track days and off road events

Any liability, loss or damage resulting from the use of **the car** at any event during which **the car** may be driven on a motor racing track, airfield or at an off road event.

Use on airfields

The **insurer** will not pay claims arising directly or indirectly from any car being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come with the Customs examination area or any part of airport premises to which the public does not have access to drive their vehicle.

Pollution

Any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the **period of insurance**.

Earthquake

Any loss or damage caused by earthquakes and the result of earthquakes.

Pressure waves

Any loss or damage caused by pressure waves from aircraft or aerial devices travelling at sonic or supersonic speeds.

Riot

Any loss or damage caused by riot, civil commotion occurring outside Great Britain, the Isle of Man or the Channel Islands. This exception does not apply to Section 1 – Liability to others.

Radioactivity

Any loss or damage caused by, contributed to or arising from;

- Ionising radiation or radioactive contamination from any fuel or waste; or
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component or of any nuclear fuel or any nuclear waste.

Terrorism

Any loss or damage caused by or arising from **terrorism** unless the **insurer** has to provide cover under any **Road Traffic Acts**.

War

Any loss or damage caused directly or indirectly by war, invasion, act of enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power other than to meet the requirements of the **Road Traffic Acts**.

14 General policy conditions

The **insurer** will only give **you** the cover described in this **policy** document provided that **you** and all other drivers comply with the conditions set out below and that the information that **you** gave **us** regarding **the car** and all insured drivers is true and complete as far as **you** know.

Taking care of your car

You and all other drivers must ensure that:

- **The car** is kept in a roadworthy condition.
- **The car** has a current MOT certificate if applicable.
- All reasonable steps are taken to ensure **the car** has been protected against loss or damage.

The **insurer** may examine **the car** at any time.

Your duty to provide accurate information

You must have answered truthfully all questions relating to **your** details; those of **the car** and of all named drivers on **your policy** that **we** asked when **your policy** started. **You** must also have truthfully agreed to all statements that **we** listed in the **Statement of Insurance** relating to **your policy** when it started.

You must notify **us** as soon as reasonably possible if any of your details change.

It's important that **you** check the information **you** provided and notify **us** immediately of any changes to these details. Failure to disclose correct and complete information to the best of **your** knowledge and belief may result in increased premiums, refusal of a claim or not being fully paid, **your policy** being cancelled or being made null & void and treated as if it never existed. Please refer to Important Customer Information section for further details.

Accidents and claims

You must notify **us** as soon as reasonably possible if **you** or any driver become aware of any accident or loss involving **the car** or of any other incident which may lead to a claim by **you** or by a **third party**.

If **you** or any driver receive any notice of prosecution, inquest or fatal accident enquiry or **you** or any driver are sent a claim form from a court or a letter, **you** or any driver must send it to the **insurer**, unanswered, as soon as reasonably possible.

You must ensure that the police are notified within 48 hours of **you** or any driver becoming aware of any incident involving theft, attempted theft, or malicious damage and a crime reference number is obtained.

You or anyone who drives **the car** must not admit liability for, offer, negotiate or seek settlement of any claim without **our** written permission.

You or anyone who drives **the car** must take reasonable steps to minimise the loss if an incident which gives rise to a claim occurs.

The **insurer** is entitled under this **policy** to;

- Take over and conduct the defence and settlement of any claim in **your** name or in the name of any other person insured by **your policy**.
- Instigate proceedings at their own expense and for their own benefit but in **your** name or in the name of any other person insured by **your policy** to recover any payment that they have made under **your policy**.
- Recover from **you** the amount of any claim that they are required to settle by law which the **insurer** would not otherwise have paid under this **policy**.
- Pay the legal owner of **the car** in the event of a loss.
- Require proof of ownership and value of the insured property in the event of a loss.

You or any person who makes a claim under **your policy** must give the **insurer** all reasonable assistance and information in relation to any claim made under **your policy**.

Fraud

You must not act in a fraudulent manner. **You**, any authorised driver, or any person acting for **you** must not make false or exaggerated claims. If **you**, any authorised driver, or anyone acting for **you** makes a claim knowing any part of it to be false or exaggerated, the **insurer** will not pay the claim and the **insurer** will cancel **your policy**. The **insurer** shall be entitled to recover from **you** the amount of any claim already paid under the **policy** during the **period of insurance**.

If the **insurer** cancels **your policy** on the grounds of fraudulent activity, they will keep any premium **you** have paid and may inform the police of the circumstances.

Other insurances

If at the time of any incident which results in a claim under **your policy** there is any other insurance in force covering the same liability, loss or damage, the **insurer** will only pay their share of the claim. The share to be paid by each **insurer** will be determined either by the appropriate court or by agreement between the **insurers** involved.

F Complaints procedure

We aim to provide a high level of service to all **our** customers but occasionally things can go wrong, when this happens **we** will do everything **we** can to put things right.

Complaints procedure

If **you** have a complaint about **our** service or the administration of **your policy**, please contact **us** in the first instance by phoning customer services on 0344 209 0471. **We** will aim to resolve **your** complaint over the phone within 24 hours.

If **your** complaint is not resolved to **your** satisfaction within 24 hours **we** will send **you** a written acknowledgment of **your** complaint together with the next steps **we** will be taking to resolve it. If **you** prefer to put **your** complaint in writing please send it to The Customer Relations Manager, Halifax Car Insurance, Fusion House, Bretton Way, Peterborough, PE3 8BG.

Next steps

In the unlikely event that **your** complaint remains unresolved four weeks after being made, **we** will send **you** either **our** final response or a letter explaining why **we** are not yet in a position to resolve **your** complaint and advise **you** when **we** will be in contact again.

If after eight weeks of making **your** complaint **we** are still not in a position to issue **you** with **our** final response **we** will send **you** a letter explaining the reason for the delay and advising **you** of **your** right to complain to

the Financial Ombudsman Service.

If **we** cannot resolve your complaint, **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving **our** final response letter.

The address is Financial Ombudsman Service, Exchange Tower, London, E14 9SR. The website address is www.financial-ombudsman.org.uk and their telephone number is 0800 023 4567.

Complaints which your **Insurer** is required to resolve will be passed on to them by **us**. **We** will notify **you** when **we** do this. If **you** are unhappy with the decision **you** receive **you** can refer **your** complaint to the Financial Ombudsman Service within six months of receiving **your Insurers** final response letter.

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

Data protection notice

Please read this notice as it explains the purposes for which **we**, Lloyds Bank Insurance Services Limited or the **insurer** will use personal data and sensitive personal data which you provide. Please show this notice to anyone insured to drive the vehicle covered under this policy.

Your personal data

For mutual security calls are recorded and may be used for training purposes and to prevent and detect fraud. For the purpose of the Data Protection Act 1998 the Data Controller in relation to the personal data you supply is BISL Limited. Data will also be shared with Lloyds Bank Insurance Services Limited as specified below. Lloyds Bank Insurance Services Limited will become data controller of the duplicated and shared data. **We** will continue to be the data controller of the original data that **we** collected from you. By providing information to **us** you give **your** consent to the information you provide about yourself and others being used for the purposes set out below:

Providing you with a service

Data you provide will be used to:-

- i) provide you with the services you have requested, and notify you about important changes or developments to these services;
- ii) update the records **we** hold about you
- iii) respond to your enquiries or complaints or to process your requests in relation to your information
- iv) for research, training and statistical analysis
- v) make the website easier for you to use

Insurance administration, renewal and claims handling

Information **you** supply may be used for the purpose of insurance administration, renewal and claims handling by the **insurer**, its agents, **reinsurers** and **your** intermediary. In assessing any claims made, **insurers** may undertake checks against publicly available information such as Electoral Register, County Court Judgments, bankruptcy or repossession information. Information may also be shared with other **insurers** either directly or via those acting for the **insurer** such as loss adjusters or investigators.

Driving Licence Number

If **you** have provided **your** driving licence number this may be passed to the DVLA, either by **us** or the **Insurers** on our panel, in order for a search to be carried out to confirm **your** (or any named driver's) licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out as part of **your** quote or at any point throughout the duration of **your** insurance **policy** including when amendments are made to the **policy** and at renewal. Undertaking searches using **your** driving licence number helps **Insurers** check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure.

A search with the DVLA will not show on **your** (or any named driver's) driving licence record.

For details relating to information held about **you** by the DVLA, please visit www.dvla.gov.

Claims & Underwriting Exchange and Other Registers and Databases

We or the **Insurer** exchange information with various databases and registers to help **us** check information provided, to detect and prevent crime or fraud and to obtain information about **your** no claims history. These may include the Claims and Underwriting Exchange Register run by Insurance Database Services Limited (IDS Ltd), the Hunter Database run by MCL Software Ltd, the Motor Insurance Anti-Fraud and Theft Register run by the Association of British **Insurers** (ABI), the No Claims History Database run by Reed Elsevier (UK) Limited trading as LexisNexis and any other relevant industry databases or registers. Information may be shared with these registers and checks carried out against the information held on these registers when **we** or the **Insurer** deal with **your** request for insurance, at renewal, when amendments are made to **your** policy, where a claim is made or where it is necessary to

update **our** policy records. 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** or the **Insurer** will pass this information to the registers and any other relevant registers. **You** can ask **us** for more information about this.

Your electronic information

If **you** contact **us** electronically, **we** or the **insurer** may collect **your** electronic identifier, e.g. Internet Protocol (IP) address or telephone number supplied by **your** service provider. This information may be used by **us** or the **insurer** to aid in the detection of fraud.

Use of Your Data

We will retain your information for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.

Sensitive personal data

To enable **us** and the insurer (or **our** agent or third party of **us** or the **insurer**) to assess your insurance risk and to enable any claims arising from this insurance to be processed, **we** will also need to store and process sensitive data (such as details of health and criminal convictions).

Motor Insurance Database

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLN, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

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

If **you** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), **insurers** and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your** vehicle seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com

Credit searches and use of third party information

In assessing **your** application/renewal, to prevent fraud, check **your** identity and to maintain their policy records, **we** or the **insurer** or the **credit provider** may:

- Search files made available to them by credit reference agencies who may keep a record of that search. **We** or the **insurer** or the **credit provider** may also pass to credit reference agencies information they hold about **you** and **your** payment record. The information will be used by other **credit providers** for making credit decisions about **you** and the people with whom **you** are financially associated for fraud prevention, money laundering prevention and for tracing debtors. **We** or the **insurer** or the **credit provider** may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by **us** or the **insurer** or the **credit provider**, acceptance or rejection of **your** application/renewal will not depend only on the results of the credit scoring process.
- Use information relating to **you** and **your** vehicle supplied to **us** or the **insurer** or the **credit provider** by other third parties.

Overseas transfer of data

We and the other companies processing **your** data for the purposes mentioned above may from time to time need to undertake some of the processing in countries outside of the European Economic Area which may not have laws to protect your personal data, but in all cases **we** will ensure that it is kept securely and only used for the purposes for which **you** provided it. Details of the companies and countries involved can be provided on request.

Fraud prevention

In order to protect ourselves and **our** customers from fraud, **we** will undertake a search against industry fraud detection databases. Please be aware that:

- 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

If you would like to receive details of the relevant fraud prevention agencies we use please contact us

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

Disclosure of information to third parties

We will treat your information as confidential but may disclose it to other companies if:

- i) it is needed by our agents, advisors or others involved in providing our services to you or in collecting what you owe to us (including insurers, credit agencies and debt recovery agents)
- ii) HM Revenue and Customs or other authorities require it
- iii) the law or public interest permits or requires it
- iv) it is required by us to investigate or prevent crime

We also exchange information with insurers through various databases to check information provided and to prevent fraudulent claims.

Processing of your data by Lloyds Bank Insurance Services Limited.

We will share the personal data we hold about you which may include sensitive personal data, with Lloyds Bank Insurance Services Limited. Lloyds Bank Insurance Services Limited will be data controller of this shared data on receipt, which may also be shared within the Lloyds Banking Group*. For the following activities:

- (a) administering offers, competitions and promotions
- (b) updating, consolidating, and improving the accuracy of Lloyds Banking Group records;
- (c) undertaking transactional analysis;
- (d) testing new systems and checking upgrades to existing systems;
- (e) evaluating the effectiveness of marketing, and for market research and training;
- (f) customer modelling, statistical and trend analysis, with the aim of developing and improving products and services;
- (j) assessing lending and insurance risks across the Lloyds Banking Group;
- (k) managing your relationship with the Lloyds Banking Group companies.

*The Lloyds Banking Group includes Lloyds Bank Insurance Services Limited and a number of other companies using brands including Lloyds Bank, Halifax and Bank of Scotland, and their associated companies. More information on the Lloyds Banking Group can be found at www.lloydsbankinggroup.com

Marketing and market research

Lloyds Banking Group companies may use your information to contact you by post, telephone, e-mail or text message about products and services that may be of interest to you, unless you have opted out of marketing during the quote process. If you do not wish to receive this information, please call Lloyds Banking Group Customer Services on 0800 056 2702

Relationship scoring

When you obtain a new quote from us, we will use your data to check if you have a previous relationship with the Lloyds Banking Group and obtain a relationship score. The score will be provided by Lloyds Bank, Lloyds Bank Insurance Services Limited or their agents. The score, if available, will relate to your financial conduct and account relationship with Lloyds Bank and other members of the Lloyds Banking Group, and is intended to help us provide you with a competitive quote, now and at renewal, and for research or analysis. This will be provided to us in the form of a relationship score, and will not include any actual details of your account holdings or other data that the Lloyds Banking Group companies may hold about you.

Your rights

Under the Data Protection Act 1998 you may be entitled to see certain personal information we hold about you and may ask us to make changes to ensure that it is accurate and up-to-date. If you wish to access this information or if you would like to contact us about a related data protection matter please write to us at:

Data Protection Officer
BISL Limited

Halifax Car Insurance
Pegasus House
Bakewell Road
Orton Southgate
Peterborough
PE2 6YS

Please provide your full name, policy number and address when contacting us. We are entitled to charge a small administrative fee to meet our costs in providing you with the information which we hold about you (currently £10). You are responsible for informing us that your personal details have changed: for example, a change of address or to your title.

This policy and other associated documentation are also available in large print, audio and braille. If you require any of these formats please contact us.

SPECIMEN

Important Information about Our Insurance Intermediary Services

Your contract with BISL Limited ('We/Us/Our')

BISL Limited is an insurance intermediary and you will enter into two separate contracts when you take out an insurance policy through Us. The first contract is with Us and sets out the terms and conditions under which We will arrange and administer your insurance policy on your behalf and any fee(s) that We shall charge you for providing Our insurance intermediary services. Use this information to decide if Our services are right for you.

You will also enter into a separate contract with the insurer for providing your insurance. Details of the premium charged and the terms and conditions relevant to the insurance policy are set out in your Welcome Pack. When you purchase additional products or pay for your policy by instalments using a fixed sum loan agreement, you will enter into further contracts with each insurer or supplier for these services.

Your demands and needs

The policy is designed to meet the demands and needs of customers who wish to insure their motor vehicle against the risk that they have selected to cover. For example third party risks only, third party fire and theft, or comprehensive cover, as well as any additional services chosen.

We have not provided advice on whether the policy is suitable for your needs or made any recommendations.

We offer products from a range of insurers for car insurance.

What Insurance Intermediary Services will We provide?

Our insurance intermediary services We provide to you on your behalf include:

- We will arrange your vehicle insurance by selecting a range of best prices from Our panel of insurers that We can offer, We will arrange your cover with the insurer based on your requirements, We will deal with your payment and provide you with the details and documentation relating to your policy.
- Deal with your requests for adjustments you have to make to your policy, such as changes to the cover required, the use and/or vehicle insured. We will notify the insurer, deal with any amendments of risk or adjustments of premium required and provide you with confirmation of any changes to your policy. We may arrange cover with an alternative insurer if the amendments to your policy are not acceptable to your original insurer.
- We will also arrange the cancellation of your policy at your request, notify the insurer, deal with any refunds of premium, confirm the changes to your policy and arrange for the return of documents.
- Deal with your requests for any duplicate or replacement documentation relating to your policy and/or additional products.
- We will arrange optional additional add-on products where you consider these products meet your needs.
- We will also arrange the renewal of your insurance and additional products based on your requirements (see Automatic Renewal section).

Our fees and charges for providing Our insurance intermediary services to you

We will charge you the following fees where applicable for Our services:

Cancellation fee

If either you or We cancel within 14 days of receiving your policy documentation We will charge you a fee of £20 plus the cost for the amount of time you have been covered unless you have made a total loss claim in which case no refund will be given and all premiums will be due. If either you or We cancel more than 14 days after receiving your policy documentation We will charge you a fee of £55 plus the cost for the period of cover you have benefitted from.

This is providing no claims have been made. If a claim has been made, or there has been an incident which may lead to a claim, no refund will be given and all premiums will be due.

If you cancel the additional products taken out with your policy, but not the main policy within 14 days of receiving your policy documentation, you will pay for time on cover only. After this time, no refund will be given. If you cancel the main policy then any additional products taken out will also be cancelled and no refund will be given for these products.

We have provided you with information on how to cancel your policy in the cancellation section of your Motor Policy Wording, Section 12. This clearly sets out Our approach to providing you with a refund of premium for your time on cover.

We will pay any refund due to the bank account or credit/debit card We hold on file. The minimum amount We will refund is £1, refunds less than £1 will not be given.

Policy amendment fee

All amendments to the policy are subject to a £25 amendment fee unless they take place within the first 14 days.

We have provided you with a list of examples of the things that We need to know about in the general conditions section of your Motor Policy Wording, Section 14.

Documentation reissue fee

If you want a duplicate copy of your policy, or any of its component parts We will charge you a £10 reissue fee.

Automatic renewal

Prior to renewal, We will use the details you've given Us to search the panel again for a renewal price. We will write to you before the end of your policy explaining what you need to do. We may automatically renew the policy where We are able to, using the payment method that you have provided Us with in order to ensure you remain continuously covered. You can ask Us to stop taking payments automatically or change your payment method at any time by contacting Us on: **0344 209 0471**.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS website; www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Who regulates Us

BISL Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our firm reference number is 308896.

Our permitted business is arranging general insurance contracts which you can check on the Financial Services register by visiting the website www.fca.org.uk or by contacting the FCA on 0800 111 6768.

Duration and Choice of Law

The minimum duration of this contract with Us is the duration of your related insurance policy. This contract will terminate simultaneously with the termination of your related insurance policy.

These terms and conditions are governed by the laws of England and Wales unless you and We agree otherwise and such agreement has been put in writing by Us.

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