



Tansar

Private Car Insurance Policy

Important Information

You must read this document in conjunction with **Your Policy Schedule, Endorsements and Certificate of Insurance**. If any information contained in these documents is incorrect, please contact **Your Broker** immediately. **You** must also notify **Your Broker** of any other alterations required to **Your** policy as soon as possible.

If You are involved in an incident likely to result in a claim under this policy, please refer to our claims procedure at the end of this booklet.

Your policy provides cover for the sections and the **Period of Insurance** shown in **Your Policy Schedule**.

Contract of Insurance

The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. Insurers or their appointed agents may cancel or change any part of the contract without getting anyone else's permission.

This document and the **Policy Schedule, Endorsements, and Certificate of Insurance** set out what is and what is not covered. They all form the contract of insurance between **You** and Insurers and should be read together.

Please check that they meet **Your** needs and that **You** understand them.

This contract is subject to English law unless both parties agree otherwise. This contract is written in English and all communications about it will be conducted in English.

If **You** have any questions about these documents, please contact the **Broker** who arranged the policy for **You**, who will be pleased to help **You**.



Mike Fenton
Director
Tansar Holdings Ltd

The Underwriters

This insurance is underwritten by Gefion Insurance A/S and administered on their behalf by Tansar Holdings Limited.

Gefion Insurance A/S is a non-life Insurance Company incorporated and registered in Denmark. Registered office: Ostergade 10, 4, Copenhagen, Denmark, DK1 051. Gefion Insurance A/S is authorised by the Danish FSA and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of the regulation by the Financial Conduct Authority and Prudential Regulation Authority are available upon request.

Tansar Holdings Limited are authorised and regulated by the Financial Conduct Authority. FRN 768338. **You** can confirm this on the Financial Services Register by visiting www.fca.org.uk or by contacting them on 0800 111 6768. Tansar Holdings Limited is registered in England under company number 09841384. Registered office: West House, 34, Broomfield Road, Chelmsford, Essex, CM1 1SW.

Data Protection Notice

This Data Protection Notice explains how **We** may use **Your** details. It tells **You** about the registers and databases that **We** and others have in place, which help to detect and prevent fraudulent applications and claims, and must be shown to any party related to this insurance.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Subject to the provisions of the Data Protection Act 1998, **You** are entitled to receive a copy of the information **We** hold about **You**. **You** may be charged a fee for this. Such requests should be made to:

The Data Protection Officer
Tansar Holdings Limited
West House
34 Broomfield Road
Chelmsford
Essex
CM1 1SW

Any information **You** give to **Us** will be used by **Us** and other parties involved in the normal administration of **Your** Insurance. **We** may also share **Your** information with other Group Companies.

For more information on the Data Protection Act **You** may also write to the Office of the Information Commissioner at:

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Tel: 0303 123 1113 or 01625 54 57 45
E-mail: mail@ico.gsi.gov.uk

Motor Insurance Database

Information relating to **Your** insurance policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, 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 their 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.

Detecting and Preventing Fraud

In order to keep premiums as low as possible for all of our customers, **We** participate in a number of industry initiatives to aid the prevention and detection of crime, especially insurance related fraud. **We** pass information to the Claims and Underwriting Exchange Register operated by Insurance Database Services Ltd (IDS Ltd), the Motor Insurance Anti-Fraud and Theft Register operated by the Association of British Insurers, and the UK Police. **We** may search these registers and any other relevant databases in order to make decisions regarding the provision and administration of insurance and, when **You** make a claim, to validate **Your** claims history or that of any person or property likely to be involved in the claim.

As part of our anti-fraud processes, information will be passed to third party credit reference agencies for the purposes of identity verification only. As part of the identity verification process, **Your** information will be checked against a range of databases/registers and a 'soft footprint' will be left on **Your** credit file for a period of 12 months. Unlike standard credit checks, soft footprints do not affect **Your** credit score and **You** are the only person who can view them on **Your** credit report.

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Definitions

The following words or phrases appear throughout this policy booklet and have the same meaning as described below. Therefore, **You** must refer to this section where such words or phrases appear.

You/Your – the person named as the ‘insured’ or ‘policyholder’ on the **Policy Schedule** and **Certificate of Insurance**.

We/Us – Tansar Holdings Limited on behalf of Gefion Insurance A/S.

Broker – a representative authorised by **Us** to sell and administer our insurance policies.

Certificate of Insurance – a document which provides legal evidence that minimum insurance cover is in force by law. It also confirms who may drive the insured vehicle, how they may use it and the period of time over which the policy cover applies.

Policy Schedule – a document which states the details of **You, Your Vehicle**, the insurance cover in force and any **Endorsements** which apply to the policy.

Your Vehicle – any motor vehicle which is stated on **Your Policy Schedule** and for which **We** have issued a Road Traffic Act **Certificate of Insurance**. In Section 2 this also includes **Your Vehicle**’s standard **Accessories and Spare Parts** whether in or on **Your Vehicle** or stored in **Your** locked private **Garage**.

Accessories and Spare Parts – standard parts or products specifically designed to be fitted to **Your Vehicle**.

Civil Partner – the person who **You** have entered into a legal civil partnership with as defined in the Civil Partnership Act 2004. A civil partnership is a formal arrangement that gives same sex partners the same legal status as a married couple.

Compulsory Excess – the contribution which **You** must make towards a claim on this policy.

Endorsements – statements which are contained in **Your Policy Schedule** which may change, replace or extend the terms of this policy.

Garage – a permanent enclosed four- sided structure comprising of three brick, stone, steel or concrete built sides with a roof and a securable door entrance which is **Your** private property (i.e. not a communal parking facility).

Green Card – a document which is required by certain countries that are not part of the European Union and provides evidence that minimum insurance cover exists as required by law in order to drive in that country.

Market Value – the cost of replacing **Your Vehicle** with another of a similar make, model, age, mileage and condition as at the time of the loss or damage, up to the value stated in **Your Policy Schedule**.

Minimum Cover – the minimum level of cover provided to satisfy **Road Traffic Law**, in respect of liability for the death of or injury to other people and damage to their property.

Partner – a relationship between two people who live together as a couple.

Period of Insurance – the period of time specified in **Your Policy Schedule** during which this policy is effective and for which **You** have paid or have agreed to pay the premium.

Private Motor Car – a privately owned motor car manufactured to carry up to eight passengers, which is designed solely for private use and has not been constructed or adapted to carry goods or loads.

Pro - Rata – where a calculation is made proportionately.

Road Traffic Law – the law which governs the driving or use of any motor vehicle within the United Kingdom (including the Road Traffic Act 1988 and all related and subsequent legislation) or any other country to which **Your** policy may cover as defined in the Foreign Use section of this policy.

Territorial Limits – England, Northern Ireland, Scotland, Wales, the Isle of Man and the Channel Islands.

Voluntary Excess – an amount which **You** have chosen to pay towards a claim on this policy in addition to the **Compulsory Excess** which applies.

Summary of Cover

The table below shows the sections of this policy booklet which apply in accordance with the level of cover stated in **Your Policy Schedule**:

Section description	Cover applicable		
	Comprehensive	Third Party Fire & Theft	Third Party Only
section 1 - liability to others	Yes	Yes	Yes
section 2 - loss of or damage to Your Vehicle :			
a. accidental damage	Yes	No	No
b. malicious damage and vandalism	Yes	No	No
c. fire, self-ignition, lightning or explosion	Yes	Yes	No
d. theft or attempted theft	Yes	Yes	No
section 3 - glass cover	Yes	No	No
section 4 - personal belongings	Yes	No	No
section 5 - replacement locks	Yes	No	No
section 6 - medical expenses	Yes	No	No
section 7 - personal accident	Yes	No	No
section 8 - foreign use	Yes	Yes	Yes
section 9 - no claim bonus	Yes	Yes	Yes

The sections entitled '**general exclusions**' and '**general conditions**' within this booklet apply to **Your** policy whatever cover **You** have.

Your Policy Schedule provides details of any special cover, excesses, Endorsements or exclusions which apply to **Your** policy.

Section 1 – Liability to Others

What is covered under this Section

1.1 Driving Your Vehicle

We will insure **You** against the amounts that **You** are legally liable to pay, including legal costs and damages, in the event of:

1. Death of or bodily injury to other people;
2. Damage to their property;

as a result of an accident in which any of the following occurs:

1. Whilst **You** are driving, using or in charge of **Your Vehicle**;
2. Whilst any other person is using, driving or in charge of **Your Vehicle**, provided that they are permitted to do so as shown on **Your** current **Certificate of Insurance** and that they have **Your** permission;
3. Whilst any person is using (but not driving) **Your Vehicle** with **Your** permission, providing that the use is for social, domestic and pleasure purposes (i.e. not used for business purposes);
4. Whilst any passenger is travelling in, or getting into or out of **Your Vehicle**;
5. Whilst **You** are towing a single trailer, caravan or broken-down vehicle which is securely attached to **Your Vehicle** (provided **You** hold the correct driving licence entitlement to do so).

The maximum amount **We** will pay under Section 1 in respect of property damage is £20,000,000 for any one claim, or a number of claims arising out of the one incident and £5,000,000 for all associated costs and expenses.

1.2 Driving Other Cars

We will also insure **You** against the events shown in Section 1.1 as a result of an accident which occurs whilst **You** are driving any other **Private Motor Car** provided that all of the following applies:

1. Cover to drive other cars is specified on **Your** current **Certificate of Insurance**;
2. The car does not belong to **You** and is not hired, leased or rented to **You**;
3. The car has its own valid motor insurance policy cover in force;
4. **You** are not covered by any other insurance policy to drive the car;
5. **You** hold a valid driving licence and are not disqualified from driving;
6. This policy is not in the name of a company or partnership;
7. Use of the car is restricted to Social, Domestic and Pleasure purposes only;
8. **You** have the prior permission of the vehicle's owner;
9. **You** still own **Your Vehicle**, it has not been damaged beyond economic repair, and it has valid road tax and valid MOT certificate (if applicable).

Please also refer to the exclusions shown overleaf.

1.3 Business Use

We will insure **Your** employer or business **Partner** against the events shown in Section 1.1 for an accident which occurs whilst **You** are using or driving **Your Vehicle** in the course of their business provided that business use is included on **Your** current **Certificate of Insurance** and that **Your Vehicle** is not owned, leased or rented by them.

1.4 Legal Personal Representatives

We will insure the estate of anyone covered by this policy that dies against any claim that they are legally liable to pay provided that the claim is covered by this policy.

1.5 Legal Defence Costs

Provided that an incident occurs which is covered by this policy and **We** agree in writing first, **We** will pay for the legal representation of **You** or any other person **We** insure under this policy:

1. At a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
2. Against prosecution for manslaughter or for causing death by careless or dangerous driving.

What is not covered under this Section

1. Death of or injury to the person driving **Your Vehicle** or in charge of **Your Vehicle** for the purpose of driving;
2. Loss of or damage to **Your Vehicle** or any other vehicle that is in **Your** care, custody or control including any trailer, caravan or broken-down vehicle;
3. Loss of or damage to property owned by, or in the care, custody or control of, **You** or any other person insured by this policy;
4. Liability for the death of or injury to any person or loss of or damage to any property caused as a result of the deliberate use of **Your Vehicle**:
 - a. To cause damage to other vehicles or property; and/or
 - b. To cause injury to any person and/or to put any person(s) in fear of injury.
5. Liability for death of or injury to any employee of the insured person following an accident which occurs during the course of their work except where **We** must meet the requirements of **Road Traffic Law**;

Driving Other Cars

1. Loss of or damage to the car **You** are driving;
2. Death of or injury to the person using, driving or in charge of the car;
3. Use to secure the release of any motor vehicle which has been seized by or on behalf of any government or public authority;
4. Liability for any incident which occurs whilst **You** are using or driving the car outside of the **Territorial Limits**.

Section 2 – Loss of or Damage to Your Vehicle

What is covered under this Section

We will insure **Your Vehicle** against damage or total loss caused by an event listed below, provided that the 'Summary of Cover' section shows such an event is covered:

- A. Accidental damage;
- B. Malicious damage and vandalism;
- C. Fire, self-ignition, lightning or explosion;
- D. Theft or attempted theft.

*Please refer to **Your Policy Schedule** for the level of cover shown and then to the 'Summary of Cover' section of this document for details of which events **Your** cover includes.*

If **You** need to report a claim to **Us**, please refer to the section entitled 'Making a Claim' at the end of this booklet for further information.

If **Your Vehicle** has been stolen or damaged by attempted theft, then **You** must notify the police immediately and obtain a crime reference number.

2.1 Damage

We will pay for the cost of repairing damage caused to **Your Vehicle** as a direct result of an event shown overleaf provided that all of the following applies:

1. This policy covers the event (as above);
2. **You** adhere to the terms and conditions under the heading "Claims handling" in the General Conditions section of this policy booklet;
3. **We** deem the cost of repairing **Your Vehicle** to be economical.

As an alternative to repairing **Your Vehicle**, **We** may deem it appropriate to pay **You** a monetary amount equal to the cost of repairing the damage less any policy excess which is applicable (see Sections 2.9 and 2.10).

2.2 Total Loss

We will normally declare **Your Vehicle** a total loss:

1. If **We** deem the cost of repairing **Your Vehicle** as uneconomical; or
2. If **Your Vehicle** has been stolen and not recovered.

If **Your Vehicle** is declared a total loss as a direct result of an insured event (as above), **We** will offer **You** a monetary amount as compensation. The maximum amount **We** will pay is the **Market Value** of **Your Vehicle**, less any policy excess which is applicable (see Sections 2.9 and 2.10). If **You** owe **Us** an outstanding amount under this policy when the claim has been made, **You** must pay this amount in full before **We** can settle the claim.

Once **You** have accepted our offer, **Your Vehicle** will become our property. **We** will allow this insurance contract to continue on a replacement vehicle provided **We** accept this substitution and **You** pay the additional premium applicable.

We may give **You**, at our discretion and if the current regulations allow, the option of retaining the vehicle salvage subject to a deduction from the compensation amount **We** offer **You**.

2.3 Vehicle Service/Repair

We will provide the same level of cover that **Your** policy has under Section 2 whilst **Your Vehicle** is in the custody or control of a member of the motor trade for the purpose of being serviced or repaired.

2.4 Vehicle Recovery

We will pay for the reasonable cost of transporting **Your Vehicle** to a repairer near to its location if it is damaged following an accident and cannot be driven provided that the damage is covered by this policy.

2.5 Ownership of Your Vehicle

If **Your Vehicle** is subject to a hire purchase or lease agreement and is declared a total loss, any payments **We** make will instead be made to the finance or leasing company as specified on **Your** contract with them.

The maximum amount **We** will pay is the **Market Value** of **Your Vehicle**, less any policy excess which is applicable (see Sections 2.9 and 2.10). If there is still an amount owing to the finance or leasing company after **We** have settled **Your** claim, then **You** are responsible for this amount.

2.6 New Vehicle Replacement

We will, at **Your** request, replace **Your Vehicle** with another of the same make, model and specification following an incident covered by Section 2 provided that all of the following applies:

1. **You** are the first registered owner of **Your Vehicle** from new;
2. **Your Vehicle** is no more than 12 months old from the date of first registration;
3. The repair costs exceed 50% of the **Market Value** of **Your Vehicle**;
4. **We** are able to replace **Your Vehicle** in the UK;
5. **We** have permission from any person that has a financial interest in the vehicle;
6. **Your Vehicle** is not subject to a lease or contract hire agreement or any other similar arrangement.

2.7 Audio Equipment

We will pay towards the cost of replacing the audio equipment in **Your Vehicle** with equipment of a similar specification following an incident covered by Section 2 provided that the audio equipment is damaged and was permanently fitted to **Your Vehicle** by **Your Vehicle** manufacturer.

The maximum amount we will pay under Section 2.7 is 10% of **Your Vehicle's** market value up to a maximum of £500 for any claim arising out of the one incident.

2.8 Satellite navigation equipment

We will pay towards the cost of replacing the Satellite Navigation equipment in **Your Vehicle** with equipment of a similar specification following an incident covered by Section 2 provided that the Satellite Navigation equipment is damaged and was permanently fitted to **Your Vehicle** by **Your Vehicle** manufacturer.

The maximum amount we will pay under Section 2.8 is £500 for any claim arising out of the one incident.

2.9 Compulsory and voluntary policy excess

If any claim is made under Section 2 **You** must pay a compulsory policy excess, the amount of which is shown in **Your** current policy schedule. If no amount is stated, **You** must pay the first £100 towards any claim.

If **You** have chosen to pay a voluntary excess, this amount is in addition to the compulsory policy excess which applies.

2.10 Young and inexperienced drivers

If **Your Vehicle** is damaged whilst a young or inexperienced driver is driving (if permitted to do so as shown on **Your** current Certificate of Insurance), **You** must pay the first amount of any claim as shown below:

Drivers	Amount
Under 21 years of age	£500
Between 21 and 24 years of age	£250
25 years of age or over but holding a provisional UK driving licence or a full UK driving licence for less than 12 months	£250

The above amounts are in addition to the compulsory policy excess and any voluntary excess which applies but does not apply when the damage is caused as a result of fire or theft.

What is not covered under this section

- The policy excess which applies under this section of the policy;
- Wear, tear and depreciation of **Your Vehicle**;
- Failure, breakdown or breakage of mechanical, electrical, electronic or computer equipment;
- Damage to the tyres of **Your Vehicle** caused by braking, punctures, cuts and bursts unless as a direct result of an accident covered by this policy;
- Loss or theft of petrol or diesel fuel;

- Damage caused by the freezing of liquid in the cooling system of **Your Vehicle** unless **You** have taken all reasonable precautions as recommended by **Your Vehicle** manufacturer;
- Loss of or damage to **Your Vehicle** caused as a result of its legal impounding or destruction by order of any government or public authority;
- Loss of or damage to **Your Vehicle** caused by a deliberate act by **You** or any other person insured on this policy;
- Loss of or damage to **Your Vehicle** if it is taken, used or driven without **Your** permission by a spouse or civil partner, partner, boyfriend or girlfriend, member of the family or household of a permitted driver;
- Loss of or damage to **Your Vehicle** if it is involved in a theft or attempted theft and the incident has not been reported to the police and a crime reference number obtained;
- Loss of or damage to **Your Vehicle** by fraud, trickery or deception e.g. by someone claiming to be a buyer, a buying or selling agent, or by **You** accepting a form of payment which a bank or building society will not authorise;
- Loss of or damage to **Your Vehicle** as a result of theft or attempted theft if it is unoccupied and any of the following applies:
 - It has been left un-locked;
 - It has been left with the keys in, on or in the vicinity of the vehicle;
 - If the keys of **Your Vehicle** are not securely stored e.g. if they are stored or placed in any location or premises to which the public has access or are displayed in view of the public;
 - It has been left with the windows, sunroof or the roof of a convertible vehicle open;
 - If reasonable precautions have not been taken to protect it;
- Liability for any further damage which is caused by driving, or attempting to drive, **Your Vehicle** if damaged or in an un-roadworthy condition;
- Any reduction in the value of **Your Vehicle** following damage, whether repaired or not;
- The cost of repairing, replacing or improving any parts of **Your Vehicle** if they have not been damaged;
- The cost of repairing or replacing any non -standard parts fitted to **Your Vehicle** that have not been disclosed to us and agreed as covered by our Underwriters;
- Damage to **Your Vehicle** caused by vermin, insects, mildew or fungus;
- Damage to **Your Vehicle's** windscreen or window glass under this section of the policy;
- Loss of or damage to any portable audio, visual or communication devices, portable computer or gaming equipment, traffic information systems or CB radio equipment fitted to or carried in **Your Vehicle**;
- Compensation for any costs incurred as a result of not being able to use **Your Vehicle** following loss or damage;
- Costs which exceed the market value of **Your** vehicle or the value declared on **Your** policy schedule if the market value is more.

Section 3 – Glass Cover

What is covered under this section

We will pay for the replacement or repair of:

1. The windscreen of **Your vehicle** following accidental damage, vandalism, theft or attempted theft;
2. The side and rear windows of **Your vehicle** following accidental damage, vandalism, theft or attempted theft.
- 3.

What **We** will pay

1. For the repair or replacement of glass. The most **We** will pay will be the **Market Value** of **Your Vehicle** at the time of the loss. **We** may use suitable parts not supplied by the original manufacturer;

2. If **You** do not use **our** approved supplier, the maximum amount we will pay for repair or replacement glass is £100 over and above the amount of **Your** excess (please see "What You must pay" below).

What You must pay

1. A standard compulsory windscreen excess applies per claim of £75
There is no excess to pay if the damaged glass is repaired, not replaced.

What is NOT covered under this section

- The policy excess which applies under this section of the policy;
- Repair or replacement of the sunroof and/or glass roof panels, where the roof panel is a separate unit to the windscreen glass, of **Your Vehicle**;
- Repair or replacement of lights and reflectors.

Claims made under Section 3 only will not affect Your no claim bonus.

If You need to report a glass claim please call 01246 226132.

Section 4 – Personal Belongings

What is covered under this Section

4.1 Child Car Seat

We will pay for the cost of replacing a child car seat and/or child booster seat fitted in **Your Vehicle** if damaged following an accident, fire, theft or attempted theft provided that a claim is also made under Section 2 of this policy.

The maximum amount **We** will pay under Section 4.1 is £250 following any one incident.

4.2 Other Personal Belongings

We will pay for loss of or damage to **Your** personal belongings whilst they are in or on **Your Vehicle** following an accident, fire, theft or attempted theft provided that a claim is also made under Section 2 of this policy.

The maximum amount **We** will pay under Section 4.2 is £150 following any one incident.

What is NOT covered under this section

Loss of or damage to any of the following:

- Money, bank/credit cards, jewellery, stamps, tickets, documents and securities (such as share or bond certificates);
- Goods, tools and samples connected with any trade or business;
- Portable audio, visual or communication devices, portable computer or gaming equipment, traffic information systems or CB radio equipment fitted to or carried in **Your Vehicle**;
- Personal belongings from an open-top or convertible vehicle, unless **You** keep them in a locked boot;
- Personal belongings if any of the doors are unlocked or if any of the windows are left open whilst **Your Vehicle** is left unattended;
- Any property where damage has been caused by deterioration or wear and tear, whether or not this has occurred following an incident involving **Your Vehicle**;
- Any property that is insured under another policy (such as a home contents policy).

Section 5 – Replacement Locks

What is covered under this section

If **Your** keys and/or lock transmitter of **Your Vehicle** are lost or stolen, **We** will pay towards the cost of replacing:

1. The door locks;
2. The ignition and steering locks;
3. The lock transmitter and central locking interface.

Cover under this section is provided on the basis that **You** can establish, to our satisfaction, that the location of **Your Vehicle** is known to any person who is in possession of the lost or stolen keys and/or lock transmitter.

The maximum amount **We** will pay under Section 5 is £500 following any one incident. Claims made under Section 5 only will not affect **Your** no claim bonus.

Section 6 – Medical Expenses

What is covered under this Section

If an accident occurs which is covered by this policy, **We** will pay up to maximum of £500 for each person in **Your Vehicle** for any medical treatment which is required following injury.

Section 7 – Personal Accident

What is covered under this Section

If an accident occurs that involves **You**, **Your** spouse or **Your Civil Partner**, **We** will pay £3,000 if the following occurs within three months of the accident date:

1. Death; or
2. Loss of a hand or foot; or
3. Loss of sight in one or both eyes.

The maximum amount **We** will pay under Section 7 is £3,000 in any one **Period of Insurance** and the death or injury must have occurred as a direct result of an accident covered by this policy.

Payments under this section will be made to **You**, or to **Your** legal personal representative in the event of **Your** death.

What is NOT covered under this section

Any liability for death of or injury to persons:

- When this policy is in the name of a company;
- Over 65 years of age at the time of the accident;
- Resulting from deliberate action (including any attempt to commit suicide);
- When the driver is found to be over the prescribed limit for alcohol;
- When the driver is driving whilst unfit through drink or drugs, whether prescribed or otherwise;
- When the driver fails to provide a sample of breath, blood or urine when required to do so, without lawful reason;
- Where the accident has occurred outside of the **Territorial Limits**;
- Where a claim can be made under another section of this policy.

Section 8 – Foreign Use

What is covered under this Section

8.1 Minimum Cover

We will provide the **Minimum Cover** which is required by law in:

1. Any country which is a member of the European Union; and
2. Any other country which the Commission of the European Union approves as meeting the requirements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

The following table shows which countries the above currently applies to:

Andorra	Finland	Liechtenstein	Serbia
Austria	France	Lithuania	Slovakia
Belgium	Germany	Luxembourg	Slovenia
Bulgaria	Greece	Malta	Spain
Croatia	Hungary	Netherlands	Sweden
Cyprus	Iceland	Norway	Switzerland
Czech Republic	Ireland	Poland	
Denmark	Italy	Portugal	
Estonia	Latvia	Romania	

A **Green Card** is no longer required if **You** travel to any of the above countries and **You** must instead take **Your** current **Certificate of Insurance** with **You** as evidence of compulsory insurance cover.

We do not normally provide cover in any other country outside of those named above; however, **We** will consider doing so provided that all of the following applies:

1. **You** refer this to **Your Broker** in advance of travel;
2. **We** agree to cover **You** in the countries concerned;
3. **You** pay any additional premium **We** require for providing this cover.

If **We** agree to **Your** request, **We** will issue **You** with a **Green Card** as legal evidence of cover.

The cover provided under Section 8.1 is the minimum required by law in the country **You** are visiting from those stated above or any other country **We** agree to. Where this cover is less than the **Minimum Cover** provided in the United Kingdom, then the **Minimum Cover** required in the United Kingdom will apply.

Please note that the above information may change, therefore **You** must check the latest information with **Your Broker** before **You** travel.

8.2 Extended Cover

We will insure **Your Vehicle** for the same level of cover as shown in **Your** current **Policy Schedule** in any of the countries as set out in Section 8.1 provided that all of the following applies:

1. That travel is for Social, Domestic and Pleasure purposes only;
2. That **Your** permanent residence is within the **Territorial Limits**;
3. That **Your Vehicle** is taxed and registered within the **Territorial Limits** and is also normally kept within the **Territorial Limits**;
4. That travel outside of the **Territorial Limits** is of a temporary nature (such as a holiday) and does not exceed 90 days in any one **Period of Insurance**.

8.2.1 Vehicle Transportation

Cover also applies when **Your Vehicle** is being transported between any of the countries stated above by rail or any recognised sea route by ferry (including loading and unloading) as long as transportation does not exceed 65 hours in any one journey.

Section 9 – No Claim Bonus

If a claim has not been made

If a claim has not been made against this policy in the current **Period of Insurance** on an annual contract, **We** will apply a discount on **Your** renewal premium for the next **Period of Insurance** which is known as a no claim bonus (please note this does not guarantee that **Your** overall premium will be less than the previous **Period of Insurance**).

Please note that a maximum discount applies (**Your Broker** can advise what our current discount scale is). **Your** no claim bonus entitlement is not transferable to any other person.

If a claim has been made

If a claim has been made against this policy during the current **Period of Insurance**, **We** will reduce **Your** no claim bonus entitlement as per the applicable scale below:

If Your no claim bonus is NOT protected:

NCB level before a claim	NCB level at next renewal following:	
	1 claim	2 claims or more
4+	2	0
3	1	0
2	0	0
1	0	0
0	0	0

If Your no claim bonus IS protected:

If **You** have paid for this option and it is shown in the **Endorsements** section of **Your Policy Schedule**, **Your** no claim bonus entitlement (as at last renewal) is protected unless more than two claims are made against this policy within four continuous periods of insurance. If more than two claims have been made within this period, then **Your** no claim bonus will be reduced as per the scale below:

Current NCB level	NCB level at next renewal following:	
	3 claims in the last 4 years	4 claims or more in the last 4 years
4+	2	0
3	1	0

If an incident occurs after **We** have confirmed **Your** renewal premium but before the expiry date of the current **Period of Insurance**, **We** are entitled to take back any additional discount given to **You** if a claim is made and also reduce **Your** no claim bonus entitlement in accordance with whichever of the above scales apply.

Please note that this is a no claim not a no blame bonus. If an incident occurs where another party is responsible and **We** have to make a payment, **Your** no claim bonus entitlement will be reduced at next renewal in accordance with the applicable scale above unless **We** successfully make a full recovery of our losses from those responsible.

General Exclusions

1. Use and Drivers

We will not pay for any loss, damage, injury, death or any other liability caused in any of the following circumstances whilst **Your Vehicle** is being used, driven or in the charge of for that purpose:

- a. For a use not specified or permitted on **Your Certificate of Insurance**;
- b. For pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, whether on a road, track or at an off-road event;
- c. On the Nurburgring Nordschleife, or any sections of road without speed limits;
- d. For racing, formally or informally, against another motorist whether on a road or track;
- e. By any person who is not stated in the "persons or classes of persons entitled to drive" section on **Your Certificate of Insurance** unless **Your Vehicle** has been stolen;
- f. By a person who does not hold a valid driving licence or is disqualified from driving;
- g. By a person who holds a driving licence but is not complying with any terms or conditions that may apply to that licence;
- h. With a load or a number of passengers which is unsafe or illegal;
- i. When carrying a load which is not secure;
- j. When **You** have hired the vehicle to someone else, regardless of the purpose for which that person is using the vehicle.

2. Deliberate Acts

We will not be liable for the death of or injury to any person or the loss of or damage to any property caused as a result of the deliberate use of **Your Vehicle**:

- a. To cause damage to other vehicles or property; and/or
- b. To cause injury to any person and/or to put any person(s) in fear of injury.

3. Drink and Drugs

We will not provide any cover under this policy (other than any obligations **We** must meet as required by **Road Traffic Law**), if an accident occurs whilst **You** or any other insured person:

- a. Is found to be over the prescribed limit for alcohol;
- b. Is driving whilst unfit through drink or drugs, whether prescribed or otherwise;
- c. Fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

4. Other Contracts

We will not pay for any liability **You** have under an agreement or contract unless **You** would be liable anyway if the agreement or contract did not exist.

5. War, Earthquake, Riot and Terrorism

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

- a. War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, riot or similar event, confiscation or nationalisation by any government or other authority;
- b. Earthquake;
- c. Acts of terrorism as defined in the Terrorism Act 2000 or the equivalent legislation in any other country.

However, **We** will provide any liability that is required under **Road Traffic Law**.

6. Nuclear/Radioactive Contamination

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

- a. Ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste;
- b. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

7. Pollution

We will not pay for any loss, damage or liability that is directly or indirectly caused by pollution or contamination.

8. Hazardous Goods

We will not pay for any loss, damage or liability that is directly or indirectly caused by the carriage of explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which emit flammable gases on contact with water, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material or corrosive substances.

9. Airport Use

We will not pay for any loss, damage or liability arising whilst **Your Vehicle** or any other vehicle covered by this policy is in:

- a. Any place where aircraft take off, land or park including any associated service roads;
- b. A refuelling area, ground equipment areas or the Customs examination areas of international airports.

10. Sonic Bangs

We will not pay for any loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

11. Criminal Acts

We will not pay for any loss, damage or liability caused whilst **Your Vehicle** is being used by **You** or any other insured person:

- a. In the course or furtherance of a crime; or
- b. As a means to escape from, or avoidance of, lawful apprehension.

General Conditions

1. Your duty: policy terms and information

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

- a. **You** and all other insured persons keep to the terms and conditions as set out in this document and with any **Endorsements** that are stated in **Your Policy Schedule**;
- b. All of the information provided on the proposal form or statement of fact declaration and any information provided since, is true to the best of **Your** knowledge and belief, and that **You** have not misrepresented any such information **You** have supplied.

If any of the above conditions are not met then **We** may reject a claim in full, reduce the payment of a claim or **Your** policy may be cancelled or treated as if it never existed.

2. Motor Insurance Database

It is a condition of this policy that **You** must inform **Your Broker** immediately if **You** either change the vehicle insured on this policy or change the registration number of the vehicle insured on this policy for entry on the Motor Insurance Database.

Please note that any breach of this condition may result in the cancellation of **Your** policy or the non-payment of a claim.

3. Safety and Security of Your Vehicle

You, and any other person insured by this policy, must take all reasonable precautions to:

- a. Keep **Your Vehicle** in a safe and roadworthy condition;
- b. Protect **Your Vehicle** from loss or damage;
- c. Ensure **Your Vehicle** has a valid MOT test certificate if required to do so by law.

4. Other Insurance

If any other insurance covers **You** for the same loss, damage or liability covered under this policy, **We** will only pay our share of the claim.

5. Changes in Circumstances

You must tell **Us** as soon as possible about any changes to the information **You** provided at the time **You** took out this policy or during the policy cover. Examples of such changes include but are not limited to:

- a. Changing or selling **Your Vehicle**;
- b. Changing **Your Vehicle** registration number;
- c. Modifying **Your Vehicle** from the manufacturer's original specification (this includes accessories and/or spare parts as some may be classed as modifications);
- d. Changes to the value of **Your Vehicle** to that stated on **Your Policy Schedule**;
- e. Changing the purpose that **Your Vehicle** is used for;
- f. Changing the drivers that are insured on this policy;
- g. If any of the drivers insured on this policy are charged or convicted of a motoring or criminal offence (including fixed penalty offences such as speeding)
- h. If any of the drivers insured on this policy have been involved in any accidents or other incidents (such as fire, theft or malicious damage) related to any motor vehicle, whether the vehicle is insured with **Us** or not and regardless of blame;
- i. If any of the drivers insured on this policy changes their driving licence entitlement (e.g. from a Provisional or EU licence to a Full UK licence);
- j. If any of the drivers insured on this policy has their driving licence revoked;
- k. If any of the drivers insured on this policy develops a medical condition that may affect their ability to drive;
- l. If any of the drivers insured on this policy changes occupation or becomes unemployed;
- m. If **You** change **Your** address or the address of where **Your Vehicle** is kept overnight.

When you tell **Us** about a change **We** will assess how it affects **Your** policy cover and **You** may need to pay an additional premium. In some cases **We** may not be able to continue with **Your** policy cover, where this happens **You** will be advised and **You** will be given 7 days notice to arrange cover with an alternative insurer. If **You** have made a claim during the **Period of Insurance**, no refund of the premium will be given.

If **You** do not tell **Us** about any changes then **Your** policy cover may be affected (which may also affect the payment of a claim) or **Your** policy may become invalid.

If **Your Vehicle** is declared a total loss we will advise you and give you 30 days from the date **We** pay **Your** claim to replace **Your Vehicle**. If you:

- do not advise that **Your Vehicle** has been replaced within this time we will assume that **Your** policy is not needed and cancel it. As a claim has occurred no refund of premium will be provided.
- **You** advise of a replacement vehicle:
 - Where **We** agree to continue cover, **You** may need to pay an additional premium. If the change would have resulted in a reduction in premium no refund will be provided.
 - Where **We** don't agree to continue cover, **Your** policy will be cancelled and as a claim has occurred no refund of premium will be provided.

6. Cancellation

By Us

We or **Your** authorised Broker have the right to cancel this policy at any time where there is a valid reason for doing so by giving **You** 7 days' notice in writing. A cancellation letter will be sent to the latest address **We** have for **You** and will set out the reason for cancellation. Valid reasons include but are not limited to:

- a. Where Your Broker has been unable to collect a premium payment. In this case they will contact You in writing requesting payment by a specific date. If they do not receive the payment by this date, they will issue a cancellation letter. Your policy will be cancelled if payment is not received by the end of the cancellation notice period;
- b. Non-receipt of requested documentation such as a copy of Your driving licence or evidence of no claim bonus. In this case Your Broker will ask You to provide the documentation by a specified date. If they do not receive the documentation by this date, they will issue a cancellation letter. Your policy will be cancelled if the requested documentation is not received by the end of the cancellation notice period;
- c. Where You have deliberately or recklessly misrepresented any information You have supplied or withheld any information which We or Your Broker have asked for;
- d. Where You have not told Us about any changes to the information You provided at the time of quotation, when You took out the policy, during the policy cover or at renewal if these changes may have resulted in an increased risk to Us. Examples of changes are listed in the General Conditions section under 'Changes in circumstances';
- e. If **Your Vehicle** is declared a total loss or has been stolen and has not been recovered.
- f. Where We reasonably suspect or have evidence of criminal or fraudulent activity.

If **We** cancel **Your** policy due to non-payment of premium, the cancellation date will be the date stated in the cancellation letter **Your** Broker will send to **You**.

By You

You may cancel this policy at any time by contacting **Your** Broker via telephone, email or written confirmation. If a claim has not been made in the current Period of Insurance, **We** will provide a refund of premium based on the annual premium in accordance with the following scale:

Cooling-off Period - Your Right of Cancellation Once You have entered into this insurance contract with Us, You are entitled to 14 days to decide whether You wish to proceed. This 14-day period will commence from either the inception date of the contract or the date on which You receive the full terms and conditions of the contract, whichever is later.

If **Your** policy is cancelled, by **You** or **Us**, **Your** refund of premium will be calculated as follows:

- Before the cover starts, you'll be entitled to a refund of the full premium minus any applicable cancellation fee.
- Within the 14 day cooling off period, provided **Your Vehicle** has not been written off as a result of a claim under this insurance, a pro- rata charge will be made for the period of cover **We** have provided. This charge will be at least £25 plus insurance premium tax (IPT).
- At any other time:

By **You** – **We** will provide a refund of premium based on the annual premium in accordance with the following scale minus any applicable cancellation fee:

Period not exceeding	one month	two months	three months	four months	five months	six months	seven months	eight months	Over eight months
Proportion of premium refunded	75%	60%	50%	40%	30%	25%	20%	10%	No Refund

By **Us** –

You will receive a pro-rata refund, unless you have made a claim during the **Period of Insurance**, of the insurer premium for the cover **You** have not used minus any applicable cancellation fee.

If **We** are cancelling your policy due to **Your** deliberate or reckless misrepresentation or there is evidence of fraud or a serious non-disclosure **We** may cancel this policy immediately and backdate the cancellation to the date of the fraud or when **You** provided us with incomplete or inaccurate information. This may result in **Your** policy being cancelled from the date that **You** took it out and **You** may not be entitled to any premium refund.

It is the responsibility of the Policyholder to notify all persons insured under this policy that it has been cancelled.

- If **You** have made a claim during the **Period of Insurance**, no refund of premium will be provided.

7. Claims Handling

- You** must tell **Us** without delay about any event that could lead to a claim.
- You** must immediately send **Us** unanswered any letter, claim, writ or summons **You** receive together with a completed accident report form.
- You** must give **Us** all the information and assistance **We** require to deal with the claim and **You** or the person driving must not accept responsibility for any claim against **You** or make any offer or promise to pay a claim.
- You** must fully co-operate with any third party service providers **We** (or anyone else who acts on our behalf) may instruct in order to assist in dealing with the claim (full contact details of such suppliers and the capacity in which they are acting can be provided to **You** upon request).
- We** are entitled to take over, defend or settle any claim under this policy in the name of **You** or any other person covered by this policy and **We** are entitled to take legal action in any such name to recover any payments **We** make.

8. Right of Recovery

If **We** are required to pay a claim under **Road Traffic Law** or the law of any country in which this policy operates (including settling such a claim on a reasonable basis in anticipation of such a liability), which **We** would not otherwise be liable to pay had the law not existed, **We** shall be entitled to recover such payments (including the legal costs of reasonably defending the claim) **We** make from **You** if **You** or any other insured person:

- Caused the loss directly or indirectly;
- Caused or permitted the vehicle to be driven by an uninsured driver;
- Through act or omission, caused this insurance to be invalid.

9. Electronic Service

In the event that **We** bring proceedings against **You** as a result of any act or omission by **You** in relation to this policy **We** may, at our discretion, serve proceedings upon **You** by email utilising the email address **You** provided to **Us** when taking out this policy or such other email address **You** notify to **Us** in writing from time to time.

10. Fraudulent Claims

We will not pay for any loss, damage or liability if **You** or any other person covered by this policy or anyone acting for **You** makes a claim that is fraudulent or exaggerated in any way, makes a false statement or provides false or stolen documents to support a claim. In such circumstances **We** will cancel this insurance contract without refunding any premium and will seek to recover any costs that **We** have incurred.

11. Fees

Tansar Holdings Limited may charge the following non-refundable Administration and Fraud Prevention Fees:

- New Business and Renewal – up to £25.00 plus insurance premium tax (IPT)

- Mid Term Adjustments and Cancellations - up to £25.00 plus insurance premium tax (IPT)

Please note that any fee(s) charged will be refunded if Your policy is cancelled by You within the 14 day cooling off period.

Financial Services Compensation Scheme

You may be entitled to compensation if **Your** Insurer(s) cannot meet their liabilities under this policy. This depends on the type of business and circumstances of **Your** claim.

Your Insurer(s) are severally (NOT) jointly liable under this policy and compensation will be recoverable as such from Gefion Insurance A/S, Ostergade 10, 4, Copenhagen, Denmark, DK1 051, an EU insurer who is authorised and regulated by the Finanstilsynet (Danish FSA). Danish FSA register number 36016493. CVR (Central Business Register). Regulated by the Danish Financial Services Authority (DFSA) for the conduct of UK business, register number 53117.

Gefion Insurance A/S is a member of The Danish guarantee fund covering non-life insurance companies (Garantifonden for Skadesforsikringsselskaber) and the fund may be contacted at Philip Heymans Alle 1, DK-2900 Hellerup, Denmark. This Fund provides 100% compensation for claims incurred under and during the period of this policy against the firm's several proportion of liability above. In the unlikely event that the fund is unable to meet **Your** compensation claim **You** should contact the UK Financial Services Compensation Scheme (FSCS).

All enquiries need to be addressed to:

Mr Per Bergman, Legal Counsel
Gefion Insurance A/S,
Ostergade 10,
Copenhagen,
Denmark,
DK1 051.

Complaints

If **You** have any enquiries or complaints arising from **Your** policy, please contact the agent that arranged **Your** policy. Alternatively, **You** can write to Tansar Holdings Limited at West House, 34, Broomfield Road, Chelmsford, Essex. CM1 1SW.

If **You** are not satisfied with the way **Your** complaint has been dealt with **You** may refer **Your** complaint to the Financial Ombudsman Service (FOS) at Exchange Tower, London, E14 9SR. Tel: 0800 023 4567 or 0300 123 9 123.

You can also email them at complaint.info@financial-ombudsman.org.uk

Making a Claim

Making a Claim

Action 365 Ltd are authorised and regulated by the Financial Conduct Authority (FRN 306011) and are the claims administrators for this policy. Registered in England and Wales: Company No: 3839322. Registered Address:

Eden Point, Three Acres Lane, Cheadle Hulme, Cheshire, SK8 6RL.

Telephone: 0800 0282842

What to do in the event of an accident, fire or theft

1. Gather the details of any other party or parties involved (if applicable) including their name, address, vehicle registration number, insurance company, and contact number.
2. Contact our UK based 24/7 claims assist line on 0800 0282842 (if calling from abroad please dial +44(0) 161 488 1726), or
3. Email Tansarclaims@Action365.co.uk
4. Please have **Your** policy number ready when calling.

Please note: if **Your Vehicle** has been involved in an incident involving theft or attempted theft then **You** must also notify the police immediately and obtain a crime reference number.

If **You** have Comprehensive cover, it may be suitable for **Your Vehicle** to be repaired through our own Approved Repairer Network. Alternatively, **You** may nominate **Your** own repairer.

We may also appoint other authorised suppliers to assist in dealing with **Your** claim and **We** are happy to provide **You** with their full contact details, and the capacity in which they are acting, upon request.

Making a Glass Claim (Comprehensive Policyholders Only)

If **You** have suffered damage to **Your** front/rear screens or side glass, please contact our approved glass supplier on:

Telephone: 01246 226132.

Please also note:

1. **You** must pay the standard compulsory windscreen excess (per claim) as shown on **Your** schedule for replacement glass or screen, provided **You** use our approved supplier.
2. If **You** do not use our approved supplier, a higher excess amount will apply (also shown on **Your** schedule) and cover will be restricted to £100 after deduction of **Your** excess.
3. There will be no excess to pay if the glass or screen can be repaired.
4. Cover excludes repair or replacement of a sunroof or other roof glass