

LAND ROVER

YOUR INSURANCE POLICY



INSURANCE

WELCOME TO LAND ROVER INSURANCE

At Land Rover Insurance we are committed to providing a first class service for our customers.

When you deal with us, you can be sure everything will be simple and straightforward. You will have direct access to knowledgeable, friendly staff who will give you a quick and efficient service. We are committed to providing a first-class service to our customers and you can help us do this by letting us know if you are dissatisfied in any way.

If you have to make a claim, the last thing you want is problems. Our specialist Land Rover Team is here to help you. We'll do everything we can to get you back on the road fast and that's a promise.

We suggest that soon after receiving your policy you familiarise yourself with the contents of this policy booklet, and read the

section headed 'What you should do if there is an accident or theft'. Whilst we hope you never need the information it is better to be prepared for the unexpected.

If you want to make a claim or make changes to your policy, or if you have any other queries, contact us and we will be able to help you.

You must also tell us as soon as possible of any changes to the information that you have provided to us. If you do not, your policy may not be valid.

We will also not pay benefits or arrange help if any part of your application for this insurance, or any further changes you ask to make to this policy, are deliberately fraudulent

Private Car Insurance

Policy Document

Confirmation of Your Insurance

Insurance has been effected between us Land Rover Insurance and you, our Insured and this Document and the schedule is evidence of that Insurance.


The information and statements you have provided to us are the basis of the contract.

We have agreed to insure you subject to the terms, conditions and exceptions contained in or endorsed upon this Document against such liability loss or damage that may occur during the period of Insurance for which you have paid or agreed to pay the premium or is directly sustained in connection with your vehicle shown in your schedule.

Andrew Long

Managing Director

Original Insurance Services Ltd.

A close-up photograph of a car's interior door panel. The main surface is covered in a dark grey, perforated speaker grille. A small, rectangular black badge with the text "harman/kardon" in white is centered on the grille. To the right, there is a section of brown leather trim with a silver door handle. Below the leather, a black leather section also features a silver door handle.

harman/kardon



CONTENTS

Please note that not all of the sections listed below will apply to your policy. Those which do apply are shown in your schedule.

Confirmation of Your Insurance	1
Definitions	5
Your Policy	6
Section 1 Damage to Your car	6
Section 2 Fire and Theft Cover	6
Section 3 Windscreen Cover	8
Section 4 Third Party Cover	8
Section 5 Legal Costs	10
Section 6 Car Sharing	10
Section 7 Audio and Visual Equipment	10
Section 8 Territorial Limits, Foreign Travel and Transit	11
Section 9 Personal Belongings	11
Section 10 Medical Expenses	12
Section 11 Accidental Injury to You or Your spouse	12
Section 12 Emergency Treatment	14
Section 13 No Claim Discount	14
Section 14 Legal Assistance	15
General Exceptions	19
General Conditions	20
Repairs to Your Car	22
Endorsements	23
Important Notes	25
Complaints Procedure	27

Definitions

All defined terms appear in italics throughout this document.

Car: Any car shown in the current schedule or as otherwise described in the current Certificate of Insurance, details of which have been supplied to and accepted by us, and for the purposes of Section 4 an attached trailer if applicable.

Certificate of Insurance: Evidence in writing of the existence of motor insurance as required by Law and forms part of this Document. Any reference in such Certificate of Insurance to the policy shall mean the Insurance cover provided by this document.

Endorsement: A change in or addition to the terms of the Insurance, which overrides the standard insurance wording and is printed on or issued with your schedule. **Excess:** The amount you must personally pay towards the cost of a claim.

Intermediary: Your Broker/Agent.

Market value: The cost of replacing your car as far as may be practical with one of the same make, model, year, type, mileage and condition.

Schedule: The schedule containing details of the Insured, the premium paid, your car and cover. It will also show any variations in the terms of the Insurance and it may be replaced by an amended schedule when there is a change in any detail of the Insurance.

United Kingdom: England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

We/our/us: Original Insurance Services Limited

You/your/yours: The person named as the Insured/Policyholder in any Certificate of Insurance, schedule or renewal notice applying to this Insurance.

Your Policy

Section 1

Damage to Your Car

If your car is damaged it will be our decision whether to repair, replace it or pay in cash the amount of the damage. The most we will pay is the market value of your car and its fitted accessories (excluding car telephones, mobile telephones, electronic navigation aids or any similar equipment) at the time of the damage not exceeding the last estimated value you declared to us.

If the driver inadvertently uses the wrong fuel at a filling station the costs of removing the vehicle and removing the fuel are covered but up to a maximum of £500.

If the vehicle is intentionally damaged by others or is damaged by an "at fault" uninsured driver then the claim will be settled subject to the normal policy excess but with no effect to the existing no claims bonus.

Additional Own Damage Excess

If your car and/or any of its accessories are damaged while the car is being driven by or in the charge of a person who is young or inexperienced as defined below you will personally have to pay the first part of the cost of the damage as shown. This is in addition to any other excess stated in your schedule. This **excess** will not apply when **your car** is in the care of:

- a garage or similar motor trade organisation for servicing or repair; or
- a hotel or restaurant for the purpose of parking

Age of driver	Amount you pay
Under 21 years	£350
21 to 22 years	£200
23 to 24 years	£150
25 years or over and holding a provisional licence or full UK licence for less than 12 months	£100

If we pay any of these sums on your behalf you will have to repay us.

Section 2

Fire and Theft Cover

If your car is lost or damaged by:

- 1 fire, lightning, self ignition or explosion or
- 2 theft or any attempted theft it will be our decision whether to repair, replace it or pay in cash the amount of the loss or damage. The most we will pay is the market value of your car and its fitted accessories (excluding car telephones, mobile telephones, electronic navigation aids or any similar equipment) at the time of the loss or damage not exceeding the last estimated value you declared to us. If your car is lost by theft we will only make payment if it has not been recovered within 42 days of the date upon which the theft was reported to us.

Your Policy

Audio and visual equipment and components, cassettes, tapes and discs are not covered under this Section. (Refer to Section 7 if applicable.)

If the keys or other means of securing the car are stolen and there are reasonable grounds for believing that the thief will be able to identify the car, replacement or reengineering of the locks and other security features affected by the theft is covered.

Fire and Theft Excess

If your car and/or its accessories are lost or damaged as described in 1 or 2 above you will be required personally to pay the first £100 towards the cost of any claim under this Section. This excess is in addition to any other excess stated in your schedule. If we pay this sum on your behalf you will have to repay us. These **excesses** will not apply if **your car** is in **your** locked private garage at the time of the fire, theft or attempted theft.

Conditions Under Sections 1 and 2

If your car was purchased new in the United Kingdom by you and during the period of one year from the date of its first registration it is:

- 1 lost by theft and not recovered within 42 days of the date on which the theft is first reported to us
- or

- 2 damaged and the estimated cost of repairs exceeds 60% of the manufacturer's recommended retail price (inclusive of tax) at the time of such damage

We will at your request replace your car with a new car of identical make and model provided such make and identical model is still available from stock in the United Kingdom. Should you not exercise this option or if the identical make and model is no longer available we will pay a sum equivalent to the last declared value or market value of the car, whichever is the less.

If **your car** is stolen and unrecovered, or damaged and a Land Rover Insurance engineer confirms the vehicle is a total loss, **we** will pay for any unexpired road tax that is still left that **you** are not able to recover from the licensing authorities

If your car is the subject of a Hire Purchase or Leasing Agreement, we reserve the right to make any payment to the legal owner, which will be a complete discharge of our obligations under these Sections.

Exceptions to Sections 1 and 2

We will not pay for:

- 1 loss of use of your car
- 2 depreciation
- 3 more than the manufacturer's last list price of any part or accessory

Your Policy

- 4 wear and tear, mechanical, electrical, electronic or computer breakdowns, failures and breakages, or breakages of any part directly due to application of brakes or to road shocks
- 5 damage to tyres caused by braking, punctures, cuts or bursts
- 6 loss of your car by deception by a purported purchaser or his/her agent or loss of proceeds of sale
- 7 any fixtures and fittings of a motorised caravan unless such fixtures and fittings were supplied by the manufacturers with the vehicle when new
- 8 any loss or damage arising from theft or attempted theft whilst the ignition keys of your car have been left in or on your car.

Section 3

Windscreen Cover

In the event of a windscreen or window (excluding sunroof) being broken from any cause without further damage to your car, we will pay the cost of replacement less a £60 excess provided that the replacement is arranged by our 24 hour Accident Helpline service or is carried out by one of our approved windscreen suppliers.

If the replacement is carried out by any other service or garage, the maximum cover for such replacement will be £100 less a £60 excess.

Any payment made under this section will not affect the No Claim Discount and the £60 excess will not be payable if damage to the

windscreen or window is repaired rather than replaced. If we pay this sum on your behalf you will have to repay us.

Section 4

Third Party Cover

We will insure you for all amounts you may be legally liable to pay in respect of:

- a death of or injury to any person and
- b accidental damage to any person's property (including animals) up to a maximum of £20,000,000 in respect of one accident or series of accidents arising out of one event, involving:

- 1 your car
- 2 a car not belonging to you and not hired to you under a Hire Purchase Agreement and not leased or loaned to you under a Leasing or Loan Agreement, but only if:
 - a your Certificate of Insurance allows
 - b you are using the car with the owner's permission
 - c you are still in possession of your car
- 3 a single trailer or caravan or mechanically disabled vehicle whilst attached to your car.

We will also insure:

Your Policy

- 1 any other person using or driving your car with your permission, other than those persons excluded by your certificate of Insurance or by endorsement, exception or condition of this Insurance
- 2 at your request any passenger travelling in or getting into or out of your car
- 3 your employer, while your car or any other car covered under this Insurance is being used by you or any other person permitted by your Certificate of Insurance for the business purposes of your employer but only if the car is not owned by or hired or leased to your employer.
- 3 for damage to property or injury to animals owned or held in the trust, custody or control of you or any other person covered by this Insurance
- 4 if anyone driving your car has never held a licence to drive it or who is disqualified from holding or obtaining such a licence
- 5 to anyone entitled to Insurance under any other Insurance policy
- 6 to anyone who fails to comply with all the terms, exceptions, conditions and endorsements of this Insurance as far as they can apply

Exceptions to Section 4

We will not provide Insurance under this Section:

- 1 in respect of loss of or damage to any car or trailer which you or any other person covered under this Insurance is driving or towing
- 2 in respect of death of or injury to any person in your employ or employ of any other person covered under this Insurance arising out of and in the course of his or her employment where there is compulsory Employer's Liability Insurance in force for such death or injury
- 7 for loss or damage by pollution or contamination however caused other than to meet the requirements of the Road Traffic Act. For the purposes of this exception, pollution or contamination shall be deemed to mean:
 - a all pollution or contamination of buildings or other structures or of water or land or the atmosphere
and
 - b all death, bodily injury, illness, loss or damage directly or indirectly caused by such pollution or contamination
- 8 for any claim arising during or in consequence of an act of terrorism other than to meet the requirements of the Road Traffic Act. For the purpose of this exception, terrorism

Your Policy

means an activity involving a violent or life threatening act by an individual or organisation with the intention of coercing, intimidating or influencing either an individual person, the civilian population, or the Government of any country, or any act deemed by any law enforcement body to be an act of terrorism.

Section 5

Legal Costs

In dealing with or defending any claim under this Section we will pay at our discretion:

- 1 solicitors' fees for representation at any Coroner's Inquest or Fatal Accident Inquiry or for defence of proceedings at any Court of Summary Jurisdiction
- 2 any other legal costs and expenses agreed by us in writing
- 3 reasonable legal costs to defend any person covered by this Insurance against proceedings arising from any death.

Section 6

Car Sharing

If you receive a contribution for the carriage of passengers in your car as part of a car sharing arrangement for social or other similar purposes we will not regard these contributions as

constituting the carriage of passengers for hire or reward or use of the car for hiring provided that:

- 1 the car is not constructed or adapted to carry more than seven passengers plus the driver
- 2 the passengers are not being carried in the course of a business of carriage of passengers for hire or reward
- 3 the total contributions received by you do not involve any element of profit.

Section 7

Audio and Visual Equipment

We will provide cover in respect of loss of or damage to factory fitted audio and visual equipment and components (excluding car telephones, mobile telephones, cassettes, tapes and discs) whilst such equipment and components are permanently fitted to your car.

You will be required personally to pay the first £100 in respect of any claim under this Section arising from theft or attempted theft. This excess is in addition to any other excess stated in your schedule. If we pay this sum on your behalf you will have to repay us.

Your Policy

Exceptions to Section 7

We will not provide Insurance under this Section if your car is an open or convertible car.

Section 8

Territorial Limits, Foreign Travel and Transit

Territorial Limits

This Insurance only applies in:

- 1 the United Kingdom
- 2 for a cumulative period of no longer than 60 days in each policy year within any member country of the European Union, including Switzerland. If a longer period is required you must tell us before your car is taken abroad. There will be an additional premium
- 3 any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of any EU Directive on insurance of civil liabilities arising from the use of motor vehicles, but only so far as is necessary to comply with the compulsory motor insurance legislation of such countries which does not cover loss of or damage to your vehicle

We will pay:

- 1 any Customs Duty which you may have to pay after temporary importation of your car into any country for which cover is provided by this Insurance
- 2 any General Average contribution, Salvage and sue and labour charges arising from the transportation of your car by sea, provided that your car is covered by this Insurance for damage or loss and such contribution relates to the market value of your car.

Transit

This Insurance applies in respect of accidents occurring during the course of transit (including the processes of loading and unloading) between ports or terminals in the countries set out in the Green Card or Travel Document provided the transit is by a recognised sea or rail route.

Section 9

Personal Belongings

We will pay up to a maximum of £250 in respect of any loss of or damage to personal belongings whilst in your car.

Your Policy

Exceptions to Section 9

We will not pay for:

- 1 loss of or damage to goods or samples carried in connection with any business or trade, money, stamps, tickets, documents, securities, jewellery, furs of any description, car telephones, mobile telephones, electronic navigation aids or any similar equipment.
- 2 loss or damage to audio and visual equipment and components, cassettes, tapes and discs. (Refer to Section 7 if applicable.)
- 3 theft of any property carried in an open or convertible car unless stolen from a locked boot.

Section 10

Medical Expenses

If any person in your car is injured in an accident involving your car we will pay the medical expenses incurred up to £500 for each person injured.

Section 11

Accidental Injury to You or Your Spouse

Travel Accident Plan – Definitions

These definitions take precedence over any individual policy definition.

Air travel

Getting into, travelling in or getting out of any fully licensed passenger carrying aircraft as a passenger, but not as a member of the crew, or for the purposes of carrying out work in or on the aircraft.

Bodily injury

Bodily injury resulting only and directly from accidental outward violent and visible means and does not include sickness or disease or any naturally occurring condition or degenerative process.

Private motor vehicle

Any vehicle which is built or adapted to:

- carry not more than 9 passengers (including the driver); or
- carry or haul a load and with a fully laden weight (including the weight of any trailer or semi-trailer) of not more than 3500Kg. Agricultural vehicles are not included.

Private motor vehicle pedestrian or passenger accident

An accident happening anywhere in the world to **you**:

- when getting into, driving in, riding in or getting out of any **private motor vehicle**;
- when struck by any kind of vehicle whilst as a pedestrian or pedal cyclist on a public thoroughfare;

Your Policy

- when boarding, travelling in or getting off any bus, train, taxi, ship, ferryboat or hovercraft as long as **you** are a fare-paying passenger;
- during **air travel**.

Public thoroughfare

Any road or track built for motor vehicles to use but to which the public at large has a right of way.

Part 1 – What We Cover

This section only applies if it is listed in **your schedule**.

What we cover

We will pay **your** estate the amount shown in the schedule if, during any **period of insurance**, as the result of a **private motor vehicle pedestrian or passenger accident**, **you** suffer **bodily injury** which, within 52 weeks, is the only cause of death.

What we do not cover

This section does not provide cover for **bodily injury** suffered:

- while **you** are driving, if you do not hold a current and valid driving licence to drive the **private motor vehicle**;
- while **you** are driving with more than the legally permitted level of alcohol in the blood;
- as the result of, or which is contributed to by, **you** having taken a drug unless taken on

proper medical advice and not for the treatment of drug addiction;

- while **you** are motorcycling (including mopeds) as a rider or passenger;
- while **you** are taking part in or practising for racing, rallies, trials or speed tests;
- while **you** are taking part in military duty;
- while **you** are in Northern Ireland as a member of the armed forces;
- as the result of committing or attempting to commit suicide; and
- which is directly or indirectly related to HIV or an HIV related illness including AIDS.

Part 2 – Conditions

A. Claims conditions

In the event of a **private motor vehicle pedestrian or passenger accident**, **we** must be told as quickly as possible. Initially this can be by phone or in writing from **your** representative, who may be a relative, close friend, solicitor or executor of **your** estate.

Any delays in telling us will affect the speed with which we can deal with the claim. If necessary, examination by our medical advisors must be allowed. Any other evidence we may need in support of a claim must be produced at the expense of those making the claim. **We** will pay any benefit due to **your** estate. **We** will not add interest to any amount payable.

Your Policy

B. Cancellation conditions

You may cancel this section of the policy at any time. **We** will refund the appropriate proportion of **your** premium worked out from either the date **you** contact us, or a future date from which **you** would like this section of **your policy** cancelled from. **We** may cancel this section by giving **you** 7 days' notice to **your** last known address. **We** will then refund the appropriate proportion of **your** premium. We will pay the sums shown below to each person injured or to that person's estate if within 3 months of the accident the injury is the sole cause of:

- | | |
|---------------------------------------------------------------------------------------------------------------------|---------|
| 1 death | £50,000 |
| 2 the complete and irrecoverable: | |
| a loss of sight of both eyes or
loss of two or more limbs or
loss of sight of one eye and
loss of one limb | £20,000 |
| b loss of sight of one eye or
loss of one limb | £10,000 |

A loss of limb or limbs means loss by physical separation at or above the wrist or ankle.

Exceptions to Section 11

We will not pay:

- 1 if you or your spouse/partner has reached the age of 75
- 2 if the injury or death is contributed to or accelerated by suicide or attempted suicide, alcohol, drugs, intentional self injury or natural disease or weakness in any form
- 3 more than £50,000 in total during any one period of Insurance.

If you or your spouse/partner hold another motor Insurance with us, payment will be made under one Insurance only.

Section 12

Emergency Treatment

We will pay for emergency medical treatment as required by the Road Traffic Act.

Section 13

No Claim Discount

If you do not make a claim under this Insurance, your renewal premium will be reduced in accordance with our scale applicable at such time.

Your No Claim Discount is not transferable.

Your Policy

If we allow you to transfer this policy to another person, any no claims discount you have already earned will not apply to the person to whom the policy is being transferred.

Section 14

Legal Assistance

This section only applies if it is listed in **your schedule**. These definitions take precedence over any individual policy definition.

We, us, our

Land Rover Insurance and anyone we may appoint to act on our behalf.

Solicitor

The solicitor or other suitably-qualified person acting for **you**.

Motor accident

A motor accident which causes accidental loss of or damage to **your car** or **your** property, or accidental bodily injury to **you**.

Legal expenses

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

Legal proceedings

Civil proceedings arising out of a motor accident.

Uninsured losses

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

You, your

The policyholder or other person insured to drive **your car** according to the **schedule** and any passenger in **your car**, as long as any passenger making a claim has **your** permission.

Your car

The car stated in the **schedule**, any replacement vehicle **we** arrange for **you** while **your car** is being repaired after **you** have claimed under this **policy**, any other vehicle which **your certificate of motor insurance** allows **you** to use in the British Isles, or a trailer if **your schedule** shows that **you** have cover for a trailer. The trailer will be covered whether or not it is attached to **your car**.

Your Policy

Part 1 – What we cover

This section only applies if it is listed in your schedule.

What we cover

In the event that you make a claim under this **policy** in respect of a **motor accident** in which **you** are involved, **we** will try to recover **your uninsured losses** (and cover **legal expenses** to claim those losses) provided we and **your solicitor** are of the view that it is more likely than not that **you** will succeed in a claim for those losses.

If **we** have paid for any legal expenses and **you** are later awarded repayment of costs in any claim, **we** will be entitled to reimbursement of those costs.

You have the right to choose a solicitor to act as **your** representative subject to **our** agreement regarding charges.

We will appoint the **solicitor** upon **our** standard terms of appointment to act in **your** name and for **your** benefit. The most **we** will pay for **legal expenses** for all claims that arise from the same **motor accident** is the amount shown in **the schedule**.

What we do not cover

We do not cover the following:

- 1 Any claim if **you** tell us about the **motor accident** more than 180 days after it happened.
- 2 Any claim if the **motor accident** happened before cover under this section started.
- 3 Any **legal expenses** incurred by **you** before **we** agree to appoint a solicitor to act for **you**.
- 4 Any **legal expenses** charged as a result of **your** conduct which may reasonably be considered to hinder **your** claim.
- 5 Any **legal expenses** if **you** withdraw from the legal proceedings without **our** agreement. **We** will be entitled to a refund of any money **we** have paid.
- 6 Any claim arising from damage to **your car** where such claim is made against **you**.
- 7 Any expenses for an expert witness, unless **we** have given written approval.
- 8 Any **legal expenses** which **you** can claim under another insurance policy or which **you** could have claimed if **you** had kept to the terms of that **policy**.
- 9 Any claim arising from a malicious act.
- 10 Any claim for any **legal expenses** relating to any other person or organisation bringing a claim or counterclaim against **you**.
- 11 **Legal expenses you** can recover from any other person.

Your Policy

Part 2 – Conditions

A. Controlling of claims

We and your **solicitor** will have control of any claim.

You must:

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

We may see any information, documents or evidence **you** or **your solicitor** has. **We** will have direct access to **your solicitor** at all times.

If in any **legal proceedings** **your** claim is not successful and **you** want to appeal, **you** must write and tell **us** and **your solicitor** no later than:

- 14 days before the time for making an appeal ends; or
- as soon as possible if the time period during which **you** may make an appeal is 14 days or less.

We will cover **your legal expenses** for the appeal if **we**, and **your, solicitor** agree that it is more likely than not that **your** appeal will succeed.

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

B. Reasonable prospect of success

If at any time **we**, or **your, solicitor** think that **your** claim or the **legal proceedings** do not have a reasonable prospect of success, **we** will confirm this in writing to **you**. **We** will tell **you** that **we** will not take any more action or pay any more **legal expenses**, without **our** written agreement, from 28 days after **you** receive the notice.

You have a right to continue the claim or **legal proceedings** but this will be at **your** own expense.

C. Representation

When **you** have told us about a claim **we** may:

- investigate the claim; and
- attempt to achieve a fair settlement, using a **solicitor** if **we** think it is necessary.

You have the right to choose a **solicitor** to act as **your** representative. If **you** exercise **your** right to choose a **solicitor** **you** must not agree charges without our consent. **We** will appoint the **solicitor** upon our standard terms to act in **your** name and for **your** benefit.

We, or **you**, may refer any disagreement about **your** choice of the **solicitor** to arbitration under the arbitration condition of this section.

D. Legal expenses

- These are defined in England and Wales under Order 62 of the

Your Policy

Rules of the Supreme Court (from time to time), under Order 38 of the County Courts Act 1984 and under the Civil Procedures Rules 1998.

- If the claim falls under the law of Scotland, the claims for costs and expenses will be restricted to amounts allowed in Sheriff Court defended actions under Chapter II (in Ordinary proceedings) or under Chapter IV (in Summary Cause proceedings) of the Act of Sederunt (Fees of Solicitors in the Sheriff Court) (Amendment and Further Provisions) 1993.

You or **your solicitor** must send all accounts for **legal expenses** to **us** as soon as possible after **you** receive them.

We may ask **your solicitor** to have the **legal expenses** assessed (detailed or summary), taxed or audited.

The **legal expenses** that **we** will pay will not be affected by any agreement, or promise made by **you** to any **solicitor** or other person unless **we** have approved it in writing.

E. Settlement offers

You must tell **us** as soon as possible of any offer to settle the claim (this includes any payment into court).

You or **your solicitor** must not accept or make any offer to settle the claim if this would mean **we** have to pay **legal expenses**, unless **you** have **our** agreement. **We** will not withhold **our** agreement unreasonably.

If **we** or **your solicitor** are of the view that any offer to settle the claim should be accepted, but **you** do not accept such offer and the amount of the offer is equal to or greater than the total

damages which **you** are eventually awarded, **we** will not pay for any further legal expenses from the date of the offer.

F. Options to pay

We may decide to pay **your** claim for compensation instead of continuing **your** claim or **legal proceedings**.

G. Conflict of interest

If at any time during the course of the claim, **we** become aware of any possible conflict of interest, **we** will:

- tell **you** about it in writing; and
- give **you** the right to choose a **solicitor**.

H. Arbitration

You have the right to refer any disagreement you have with **us** to arbitration.

We also have the same right.

The arbitrator will be a **solicitor** or barrister **we** and **you** agree on. If **we** and **you** cannot agree, the President of a suitable lawyers' organisation will be asked to choose one. Whoever loses the arbitration will pay all the costs and expenses of the arbitration. If the arbitrator decides in **our** favour, **you** cannot recover the costs of the arbitration under this section.

We will write to **you** telling **you** of this right if **we** disagree about anything.

You must write and tell **us** if **you** want to take up this option.

Your Policy

Using the arbitration procedure does not prevent **you** from referring the matter to the Financial Ombudsman Service or the right to appeal against the arbitrator's decision in a court of law.

I. Cancellation

You may cancel this section of the **policy** at any time. **We** will refund the appropriate proportion of **your** premium worked out from either the date **you** contact **us**, or a future date from which **you** would like this section of **your policy** cancelled.

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

General Exceptions

We will not provide Insurance:

1 while your car is being:

- a used for any purpose not permitted by your Certificate of Insurance or any endorsement
- b driven by any person not permitted to drive by your Certificate of Insurance or any endorsement

2 while your car is driven on any car racing track or off road testing track unless previously agreed with the insurers and only if the event is organised and managed by Land Rover Experience

3 for any claim occasioned by or arising from War, Invasion, Hostilities (whether War declared or not), Acts of Foreign Enemy, Civil War, Revolution, Rebellion, Insurrection, Military or Usurped Power or Confiscation or Requisition or Destruction of or damage to Property by order of any Government or Public Authority, except so far as is necessary to satisfy the Road Traffic Act

4 for any claim arising during or in consequence of Riot and/or Civil Commotion occurring anywhere other than in Great Britain, the Isle of Man and the Channel Islands. This exception will not apply if you can prove that the claim was not caused by any of these events

5 in respect of any liability accepted by agreement which would not have attached in the absence of such agreement

6 in respect of:

- a loss or destruction of or damage to any property whatsoever directly or indirectly or any loss or expense whatsoever resulting or arising therefrom
- b any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;
 - i ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

Your Policy

- ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 7 for any claim if such claim is in any respect fraudulent. If any fraudulent means or devices are used by you or any other person covered under this Insurance or any person acting on your or his or her behalf all benefit under this Insurance will be forfeited
- 8 for any loss or for damage caused to any aircraft or for any loss of expense whatsoever directly or indirectly resulting therefrom, while any car covered by this Insurance is in the part of an airport, aerodrome, airfield or establishment provided for the take off and landing of aircraft or the movement of aircraft on the surface, aircraft parking aprons including the associated surface roads and ground equipment parking areas, and those parts of passenger terminals of an international airport which come within the Customs examination area
- 9 for any claim occasioned by or arising from suicide or attempted suicide, except so far as is necessary to satisfy the Road Traffic Act.

General Conditions

- 1 If your car is lost or should we elect to treat it as a total loss the current Certificate of Insurance must be returned to us before we make any payment in respect of the loss
- 2 If you wish this Insurance to continue following a change of your car, you must give us full details of its replacement. Before taking possession of your replacement car you will need to obtain a cover note.
- 3 You are required to take all reasonable precautions to safeguard your car from loss or damage and maintain your car in a sound, safe and efficient condition. We shall have at all times free access to allow an authorised representative to examine your car
- 4 We will not provide Insurance to anyone entitled to Insurance under any other Insurance policy.
- 5 We or your intermediary may cancel this Insurance by sending seven days' notice by certified posting or recorded delivery to you at your address which you last notified to us (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland).

You may cancel this Insurance provided that no claim has arisen during the current period of Insurance and upon

Your Policy

surrender of this Insurance document and Certificate of Insurance. The charge for the expired period of your Insurance will be calculated from the date we receive your Certificate of Insurance in accordance with the following scale:

Expired Period	Charge (% of Annual Premium)
1 week	10%
1 month	25%
2 months	35%
3 months	50%
4 months	60%
5 months	65%
6 months	70%
7 months	80%
8 months	90%
Over 8 months	Full Premium

- 6 We will not provide cover under this Insurance unless you have complied with all terms, provisions, conditions and endorsements and have truthfully and fully completed the proposal and declaration, or statement of fact. If we make a payment in accordance with the law of any country in which this Insurance operates and such payment is not covered by this Insurance you will have to repay us
- 7 Where we have accepted a claim but there is a disagreement over the amount payable to you, the matter will be passed to

an arbitrator appointed under current statutory provisions. When this happens, an award must be made by the arbitrator before legal proceedings can be started against us

- 8 When an accident, loss or damage occurs:
- a you or your legal representative must give notice in writing to us as soon as possible with full details
 - b you must take all necessary steps to ensure the safety of the damaged car and its accessories
 - c we shall not pay for any increase in damage as a result of your car being removed by its own power following an accident
 - d any letter, claim, writ, summons or process you receive relating to the accident, loss or damage must be sent to us immediately
 - e you must tell us in writing immediately you are aware of any intended prosecution, Coroner's Inquest or Fatal Accident Inquiry in connection with the accident
 - f persons including you who are claiming under this Insurance must make no admission, offer, payment or promise without our written consent nor act in any way which might prejudice our position
 - g if we wish we can take over and conduct in your name or the name of any other person covered under this Insurance, the defence, prosecution or settlement of any claim for our own benefit

Your Policy

- h we have full discretion over the conduct of any proceedings and settlement of claims
- i you or any other person covered under this Insurance must give us all the assistance and information possible and produce a copy of the driver's licence if requested
- j if your vehicle and/or its accessories are stolen you must, as soon as possible, report the theft to the police and if required by us, supply us with the crime book number
- k we reserve the right if we or our representative consider the repair estimate to be unreasonable to enter into any communication with the repairer and failing agreement, to arrange for the removal of your car to another repairer and pay for such work as may already have been done
- l If an accident necessitates the occupants of the car staying in a hotel in the UK overnight, the policy will pay up to £100 per person travelling in the car at the time of the accident. We will only make a payment where: The car is undriveable due to damage sustained in the accident, or owing to the time taken to deal with the accident, it is not possible to return home or to reach your destination within a reasonable time.
- m If there is a child seat or booster seat fitted to the insured car the insurers will pay for the cost of replacement of child seat or booster seat with a new one of similar standard following any loss or damage

resulting from an accident involving the insured car or any loss or damage caused by fire theft or attempted theft from the insured car

- 9 we will not provide cover under this Insurance to you or any person permitted to drive unless the terms, conditions and limitations of the driving licence are complied with
- 10 this Policy Document is a contract solely with the Insured and is not assignable in any case whatsoever. A person who is not party to this Insurance has no rights under the "Contracts (Rights of Third Parties) Act 1999" to enforce any term of this Insurance but it does not affect any right or remedy of a third party which exists or is available apart from that Act.

Repairs to Your car

The benefits of our 24 hour Land Rover Insurance Accident Helpline service are available to you. These benefits are described in the brochure and are issued with this Insurance and with every renewal invitation. By using the Helpline, you will not need to obtain repair estimates and we will be able to expedite authorisation of the necessary repairs. Where we carry out the repair, we will guarantee to repair the car using genuine Land Rover parts with the repair carried out by a technician in a Land Rover approved body shop

Your Policy

Endorsements

The following endorsements and any other endorsements will apply when specified in your schedule and if specified more than once will be considered as separate and additional endorsements. The endorsements are subject otherwise to the terms, exceptions, limitations and conditions of this Insurance and are deemed to be incorporated in and form part of this Insurance.

Endorsement No. 01

Excess – Damage Fire and Theft

You will personally have to pay the first amount as stated in your schedule against this endorsement number for any claim under Sections 1 and 2 of this Insurance. This endorsement operates independently of and in addition to any other excess or condition which may be applied or may be endorsed on this Insurance. Where this endorsement number is followed by the name of any person(s) it shall apply solely to such person(s).

Endorsement No. 02

Excess – Damage

You will personally have to pay the first amount as stated in your schedule against this endorsement number for any claim under Section 1 of this Insurance.

This endorsement operates independently of and in addition to any other excess or

condition which may be applied or may be endorsed on this Insurance. Where this endorsement number is followed by the name of any person(s) it shall apply solely to such person(s).

Endorsement No. 03

Excluding Drivers Under 25 or with Less Than 2 Years' Full Licence

We will not provide Insurance whilst your car is being driven by or is in the charge of any person (other than any person(s) named against this endorsement number):

- 1 who is under 25 years of age
- 2 who has not held a full United Kingdom driving licence for a period of 2 years.

Endorsement No. 04

Excluding Drivers Under 30 or with Less Than 3 Years' Full Licence

We will not provide Insurance whilst your car is being driven by or is in the charge of any person (other than any person(s) named against this endorsement number):

- 1 who is under 30 years of age
- 2 who has not held a full United Kingdom driving licence for a period of 3 years.

Your Policy

Endorsement No. 05

Amendment of Personal Benefits

Sections 9 and 11 are amended to apply to the person(s) named against this endorsement number.

Endorsement No. 07

Excess – Fire and Theft

You will personally have to pay the first amount as stated in your schedule against this endorsement number for any claim under Section 2 of this Insurance.

This endorsement operates independently of and in addition to any other excess or condition which may be applied or may be endorsed on this Insurance. Where this endorsement number is followed by the name of any person(s) it shall apply solely to such person(s).

Endorsement No. 08

Engine Immobiliser/Tracking Device

We will not provide Insurance unless your car is fitted with an engine immobiliser or tracking device, the manufacturer and model of which has been declared to and approved by us. The engine immobiliser must be activated at all times when your vehicle is left unattended.

Endorsement No. 20

Protected No Claim Discount

Subject to payment by you and acceptance by us of the appropriate premium, the maximum level of no claim discount will be preserved provided that not more than two claims are made or arise during a period of five consecutive years.

Endorsement No. 23

Cover Reduced to Third Party Fire and Theft in Respect of Named Person (s)

Whilst your car is being driven by or under the control of the person(s) named in your schedule against this endorsement number, Sections 2,4,5,6,7,8,12 and 13 only of this Insurance will be operative.

Endorsement No. 25

Excluding Drivers Under 25

We will not provide Insurance whilst your car is being driven by or is in the charge of any person who is under 25 years of age (other than any person(s) named against this endorsement number).

Your Policy

Endorsement No. 26

Excluding Drivers Under 21

We will not provide Insurance whilst your car is being driven by or is in the charge of any person who is under 21 years of age (other than any person(s) named against this endorsement number).

Endorsement No. 27

Excluding Drivers Under 25 or with Less Than 12 Months' Full Licence

We will not provide Insurance whilst your car is being driven by or is in the charge of any person (other than any person(s) named against this endorsement number):

- 1 who is under 25 years of age
- 2 who has not held a full United Kingdom driving licence for a period of 12 months.

Endorsement No. 35

Excess – Damage Fire and Theft (In all)

You will personally have to pay the first amount as stated in your schedule against this endorsement number for any claim under Sections 1 and 2 of this Insurance.

This endorsement does not operate in addition to any other excess which may be applied or endorsed on this Insurance.

Where this endorsement number is followed by the name of any person(s) it shall apply solely to such person(s).

Important Notes

Data Protection Act 1998

We may store your information and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). We will only disclose your personal details to third parties, if it is necessary for the performance of your contract with us.

Sensitive Data

In order to assess the terms of this Insurance or administer claims which arise, we will need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. By accepting this Insurance you will signify your consent to such information being processed by the Insurers or their agents.

We will keep your information secure at all times. In certain circumstances, for example for systems administration purposes, we may have to transfer your information to another country, which may be a country outside the European Economic Area (EEA).

Your Policy

Should you wish to receive a copy of the information we hold on you please contact:

The Compliance Officer

Original Insurance Services Ltd
Batchworth House
Church Street
Rickmansworth
Hertfordshire WD3 1JE
T 0844 249 0039

Anti Fraud and Theft Registers

Insurers pass information to various Anti Fraud and Theft Registers. The aim is to help us check information provided and to prevent fraudulent claims. When we consider your request for insurance we may search these registers. Under the conditions of your insurance policy, you must tell us about any incident (such as an accident or theft) whether it gives rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC). This may be consulted by the police in order to establish who is insured to drive the vehicle. If you are involved in an

accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to ascertain relevant policy information.

Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from your Insurer, or at www.miiic.org.uk

Other Important Notes

The information that you have provided to us forms the basis of your insurance policy. It is important that you advise us of all material information, and immediately of any change in the information. Please note if you are in any doubt whether or not any information is material, it should be disclosed. Under the Road Traffic Act, it is an offence to make any false statements or withhold any material information in order to obtain a cover note or a Certificate of Motor Insurance.

The Insurer reserves the right to decline any insurance risk or change the premium and the terms quoted.

Your policy is subject to English law and to the exclusive jurisdiction of the English Courts, unless we have agreed otherwise with you.

Your Policy

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

Complaints Procedure

In the first instance please contact:

The Customer Relations Officer
Land Rover Insurance
Batchworth House
Church Street
Rickmansworth
Hertfordshire
WD3 1JE
T 0844 249 0039

If you remain dissatisfied you may be able to refer the matter to The Financial Ombudsman Service (FOS).

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London, E14 9SR
Helpline: 0845 080 1800
Switchboard: 020 7964 1000
Website: www.financial_ombudsman.org.uk

Financial Services Compensation Scheme

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. Further information about compensation scheme arrangements is available from the FSCS.

Telephone: 020 7892 7300
Email: enquiries@fscs.org.uk

Land Rover Insurance

Batchworth House
Church Street
Rickmansworth
Hertfordshire
WD3 1JE
Claims 0844 249 0038
Customer Services 0844 249 0039
Sales 0800 917 0740
Complaints 0844 249 0039

Telephone Numbers

BENEFITS ARE ONLY PROVIDED IF THE CLAIM IS COVERED UNDER YOUR POLICY

Sales: 0800 917 0740

Claims: 0844 249 0038

Customer Service: 0844 249 0039

European emergency assistance +44 (0) 1422 507439

For your protection, telephone calls may be recorded and monitored



Original Insurance Services Limited

Land Rover Insurance is provided by Original Insurance Services Ltd, a company registered in England and Wales No. 05686831, registered at Batchworth House, Church Street, Rickmansworth, Hertfordshire, WD3 1JE and is underwritten by Brit Insurance Limited. Both Original Insurance Services Ltd and Brit Insurance Limited are authorised and regulated by the Financial Services Authority.

Original Insurance Services Ltd

Batchworth House, Church Street, Rickmansworth, Hertfordshire, WD3 1JE T 0844 249 0039
Brit Insurance Limited is registered in England and Wales No. 2763688 at 55 Bishopsgate, London, EC2N 3AS

Authorised and regulated by the Financial Services Authority

Member of the Association of British Insurers A subsidiary of Brit Insurance Holdings PLC

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

