

marmalade new driver insurance

Policy Wording



UNDERWRITTEN BY

Allianz 



marmalade
new driver insurance

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Thank you for choosing Marmalade New Driver Insurance. This policy is underwritten by Allianz Insurance plc, one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial service providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your needs, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with Marmalade to ensure you receive the highest levels of product and service excellence. If you need to make a claim, you can rest assured that you will be in safe hands.

Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly.

Should you need further details or have any questions, Marmalade will be delighted to help.

Important

This document provides details of your policy and the terms and conditions that apply.

Please read it carefully and keep it in a safe place.

As this is a telematics policy, it differs from a standard motor policy. Please ensure you understand and agree with the wording contained in Your Telematics Policy on Page 4.

introduction

Your Marmalade New Driver car policy is made up of several parts which must be read together as they form **your** contract.

The basis of this contract is the information which **you** have supplied as shown in the **Statement of Facts**. Please take time to read all parts of this policy to make sure they meet **your** needs and that **you** understand the cover provided and the general exclusions and general conditions that apply. If **you** wish to change anything or if there is anything **you** do not understand, or any statement is incorrect, please contact Marmalade at the address or telephone number listed below:

Marmalade New Driver Insurance
Marmalade House
Alpha Business centre
Mallard Road
Bretton
Peterborough
PE1 5YS

Telephone: 0333 323 1323

The parts of this policy are:

- this introduction; the General definitions; the Cover provided; the General exclusions and General conditions all of which apply to all sections of this policy
- the **schedule**, which includes all **endorsements** applied to this policy while it is in force;
- the **certificate of motor insurance**;
- the **Statement of Facts**.

Any word or expression in this policy which has a specific meaning has the same meaning wherever it appears in this policy. These words are highlighted in bold.

Allianz will insure **you** in accordance with and subject to the terms of this policy, in consideration of the payment to **Allianz** of the premium for the **period of insurance**.

Signed on behalf of **Allianz**



Jonathan Dye
Chief Executive

Financial Services Compensation Scheme:

If **Allianz** is unable to meet its liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

general definitions

The terms below have their meaning shown next to them and appear in bold throughout **your** policy.

Certificate of motor insurance

The document issued by **us** showing that this policy provides the cover **you** need by law to comply with the relevant United Kingdom and European Traffic laws. It shows who is entitled to drive **your car** and the purposes for which **your car** can be used.

Endorsement

Changes to the terms and conditions of **your** policy which will be shown in **your schedule**.

Excess/Excesses

The amount **you** will have to pay if **you** make a claim regardless of who was to blame. The **excess** amounts are shown in this policy but other additional **excesses** may be shown in **your schedule**.

Spouse/Civil Partner

The person **you** are legally married to or have entered a legal Civil Partnership with.

Market value

The cost of replacing **your car** at the time of the loss or damage, taking into account its make, model, specification, age, mileage and condition. This will not exceed the estimate of value that **you** last gave to **us**.

Period of insurance

The period **you** are covered for as shown on **your certificate of motor insurance** and **schedule**.

Schedule

A document which includes **your** details and specifies the cover provided by **your** policy and any **endorsements** applying to **your** policy.

Statement of Facts

A record of the information **you** have provided **us** with.

Territorial limits

Great Britain, Northern Ireland, The Channel Islands, The Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City. It also includes travelling between these countries by air, rail or sea, including loading and unloading.

We, us, our, Allianz

Allianz Insurance plc.

You, your, yourself

The insured named on the **schedule**.

Your car

Any car and accessories in, on or attached to it, as described in paragraph 1 of **your** current **certificate of motor insurance** or **your** policy **schedule**.

Caution and additional premium process

The process whereby **you** and **your** named drivers may be issued with a **caution notice** and through which **you** may be required to pay an additional premium or could have **your** policy cancelled in the event of a **red journey** during a **red zone**.

Caution Notice

A message sent to **you** and **your** named drivers following a **red journey** setting out the consequences of that **red journey** under the **caution and additional premium process**.

Data

All records of how, where and when **your car** is driven as gathered by the **telematics device** during each **period of insurance**.

general definitions (continued)

Journey

A period of travel in your car, beginning the moment the ignition in your car is switched on, and ending the moment the ignition is switched off.

Driving behaviour score

A score assigned to each **journey**, representing the level of risk (categorised as **Red journey**, **Amber journey** or **Green journey** in the way **your car** was driven.

Telematics device

The device (electronic equipment, including connections and related wiring fitted to **your car** which monitors, records and transmits **data** about how, where and when **your car** is driven.

Internet portal

The secure website to which **you** have access and which provides detailed information relating to **your car's journeys**, including the **driving behaviour scores**.

Green journey

A **journey** classified as low risk, where a **driving behaviour score** of over 75% has been achieved.

Amber journey

A **journey** classified as having a combination of both low and high risk factors, where a **driving behaviour score** of 55% to 75% has been achieved.

Red journey

A **journey** classified as high risk where a **driving behaviour score** of less than 55% has been achieved.

Red Zone

A time period of 30, 60 or 90 days that begins 24 hours after **you** and **your** named drivers have been issued with a **caution notice**, during which **you** are at risk of incurring an additional premium of £250, £500 or cancellation of **your** policy, if another **red journey** occurs within this specified time period.

your telematics policy

This policy differs from a standard motor car policy and requires the fitting of a **telematics device** to **your car** and use of the **data** the **telematics device** collects. The following section explains the differences.

Installation

It is a requirement of this policy that a **telematics device** is fitted to **your car**.

If **your car** is compatible with a plug in **telematics device**, one will be posted to **you** after **you** have purchased this policy. The **telematics device** will come with easy to follow instructions on how **you** can plug it in, which **we** require **you** to do within 14 days of the start date of **your** policy. In the event the **telematics device** is not installed within this time period and there is no valid reason why it should not have been installed, **we** may cancel **your** policy in line with the provisions of General Condition 10 on pages 18 and 19.

If **your car** is not suitable for a plug in **telematics device** **you** are required to book an installation appointment so that an alternative **telematics device** can be installed within 28 days of the start date of **your** policy. Where **you** have not booked the **telematics device** installation appointment to take place within this time period or not attended the appointment at the agreed time and location with **your car**, **we** may cancel **your** policy in line with the provisions of General Condition 10 on pages 18 and 19.

The Marmalade approved installer may take photographs of **your car** as part of the installation process. The photographs do not constitute notice to **us** or Marmalade of any modifications to **your car** and it remains **your** responsibility to advise Marmalade of modifications and to ensure **your** policy information is accurate.

Any photos of **your car** taken by the Marmalade approved installer may be used to help us assess and handle any claim.

The Telematics Device

It is a condition of this policy that **you** must not, nor permit any person or organisation to tamper, alter or dismantle the **telematics device** in any way or to interfere with the Global Positioning System (GPS) signal received or the Mobile Phone Network signal sent or received by the **telematics device**. In the event of this occurring **we** may cancel **your** policy in line with the provisions of General Condition 10 on pages 18 and 19.

If **you** have a plug in **telematics device** fitted to **your car** this may be removed as part of a service, health check or any other maintenance carried out by a qualified mechanic. It is **your** responsibility to ensure the **telematics device** is reinstalled before **your car** is driven again. Should Marmalade identify that **your telematics device** is not installed Marmalade will contact **you** to request that it is reconnected. In the event that the **telematics device** is not reconnected and there is no valid reason why it should not be reconnected, **we** may cancel **your** policy in line with the provisions of General Condition 10 on pages 18 and 19.

In the event the **telematics device** becomes defective Marmalade will advise **you** and **you** must allow the Marmalade approved installer prompt access to **your car** to repair or replace the **telematics device**.

If **you** have a plug in **telematics device** fitted to **your car** **you** may be sent a replacement device and required to post the defective device to Marmalade.

If **you** remove **your car** from the policy or **your** policy is cancelled, the **telematics device** will not collect or transmit any further **data**, unless **you** have arranged for the **telematics device** to be fitted to **your** replacement car insured with **us**.

Unless the **telematics device** has been removed from **your car**, it is **your** responsibility to inform any person or organisation buying or taking ownership of **your car** that the **telematics device** is fitted to it.

Details of how driving behaviour is assessed and scored are set out in Section 13 on page 14, and details of how the **caution and additional premium process** works are set out in Section 14 of this policy from page 15.

Use of Data

In this section where the word “we” “us” or “our” is used, it means Allianz Insurance plc, Marmalade, appointed providers and / or service partners who will all keep and use the **data** securely.

It is important that **you** read this part of your policy so that **you** understand who can access and use the information **you** have provided, together with the **data** collected by the **telematics device** and the purposes for which we will use it. This should be read in conjunction with the information contained in the last page of **your Statement of Facts** document.

The **data** collected by the **telematics device** is transmitted via a Mobile Phone Network in a secure format.

By taking out the Marmalade New Driver policy **you** are consenting to **your data** being collected by the **telematics device** and to this **data** being used by us in the ways outlined below.

your telematics policy (continued)

It is a condition of this policy that **you** inform anyone that is going to drive **your car** that it is fitted with a **telematics device** that will collect and transmit **data** about how **your car** is driven and used. **You** must advise every driver that each **journey** is monitored and will be visible to **you** via **your internet portal**, any named drivers with access to **your internet portal** and to us. See General Condition 20 on page 20.

From the date the **telematics device** is installed it will collect information including (but not limited to):

- the time of day and date of travel,
- **your car's** location,
- the distance travelled,
- speed throughout **your car's** journey,
- braking frequency and force,
- how smoothly **your car** accelerates and
- time spent stationary.

This information will be used to build up a profile of how, where and when **your car** is driven.

The **data** collected by the **telematics device** may be used by us for the following purposes:

- to review the information disclosed by **you** in relation to **your** policy or any claim, and to identify inconsistencies. Please note that knowingly providing inaccurate information could result in **your** claim being rejected and / or **your** policy being cancelled;
- operational requirements, including the activation, disconnection, updating and testing of **your telematics device** and any associated software (e.g. during installation or to perform maintenance checks);
- to provide **data** to **your internet portal**;
- processing **your** personal **data** for the purpose of providing **you** with **your** insurance policy and associated services;
- to contribute towards the calculation and charging of insurance premiums based upon driving behaviours and **your car** usage by compiling and generating scores;
- to assess **your** driving behaviours and **your car** usage together with **your** previous scores to help determine **your** future insurance premiums;
- to enable us to contact **you** regarding the administration of **your** insurance policy, provide **you** with reminders, other score related feedback and / or hints and tips. To do this we may contact **you** via e-mail, telephone, SMS text message, or post, however these communications will not take the form of marketing or promotional material;

- to help us handle any claim, and reduce fraud, by assisting with the identification, assessment or investigation of claims made and to provide clarification as to the circumstances of the claim;
- to provide **you** with any additional optional Telematic services that are or may become available, where **you** agree to these at purchase or during the lifetime of **your** policy;
- to carry out research and analysis to help us to understand driving behaviours which we will use to develop the underwriting of this product and to inform the development of similar products; or
- general research and analysis including mapping and refining techniques for analysing the **data**. In such circumstances the **data** will be anonymised and will not identify **you** or any car.

We will only disclose **data** collected by the **telematics device** to authorities such as the police or the courts where we have **your** permission to do so (or another driver's permission, where the **data** relates to them), except where we are required to do so by law, when subject to a court order or where we suspect fraud or attempted fraud.

You have the right to withdraw **your** consent to our use of the **data** collected by the **telematics device** at any time. Where **you** wish to do so, **you** are required to notify Marmalade at **your** earliest opportunity. In these circumstances however, we will have the right to cancel **your** policy from the date we receive notification of **your** withdrawal of consent, in accordance with General Condition 10 on pages 18 and 19.

If a named driver withdraws his or her consent, as soon as **you** are made aware of this, **you** are required to notify Marmalade that this named driver must be removed from the policy. However the policy requires a parent / guardian to be a named driver and if this requirement can no longer be met we will cancel **your** policy in accordance with General Condition 10 on pages 18 and 19.

Where **you** or a named driver has withdrawn consent to our collection and / or use of the **data**, this does not remove our right to use the **data** collected up to the point of **your** notification to Marmalade.

You have the right to request a copy of the **data** that is being held about **you** for which a fee of £10 will be payable to Marmalade. If **you** wish to be provided with this **data**, please send **your** request by email to:
newdriveradmin@wearemarmalade.co.uk

claims information

Claims START - 0345 6000 676

Claims START is a service from **Allianz** to help **you** through the early stage of making a claim.

An immediate call to claims START on **0345 6000 676** will ensure that **your** claim is handled quickly and smoothly.

This number is open 24 hours a day, 365 days a year.

claims START provides the following services:

- The first point of call to notify a motor accident, damage to **your** windscreen, vandalism or theft of **your car** - regardless of fault.
- Experienced claims handlers at the end of the telephone 24 hours a day, 365 days a year.
- No need to complete a claim form.
- Priority service and speedy repair of **your car** at one of **our** national approved repairers.
- If **your car** can be repaired by one of **our** national approved repairers, they will provide **you** with use of a Class A (small hatchback) motor car whilst **your car** is being repaired following a claim that has been accepted under this policy.
- All repairs are guaranteed for 5 years.

International claims department

If **your car** is involved in an accident whilst being driven outside the United Kingdom, **you** will need to call 01483 218200 if calling from the United Kingdom or 00 44 1483 218200 if calling from abroad.

The lines are open 24 hours a day, 365 days a year.

Legal advice helpline

Your Marmalade New Driver policy includes access to Lawphone to give advice, 24 hours a day, 365 days a year, on any personal legal matter. **We** may record the calls for **your** and **our** mutual protection and **our** training purposes.

The advice **you** get from Lawphone will always be according to the laws of Great Britain and Northern Ireland.

Lawphone: 0370 241 4140

When **you** call Lawphone please state that **you** are an **Allianz** policyholder and quote master policy reference number 36752. **You** will then be asked for a brief summary of the problem and these details will be passed on to an advisor who will return **your** call.

complaints procedure

Our aim is to get it right, first time, every time. If we make a mistake we will try to put it right promptly.

We will always confirm to **you** the receipt of **your** complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let **you** know when an answer may be expected.

If we have not resolved the situation within eight weeks we will provide **you** with information about the Financial Ombudsman Service.

If **you** wish to make a complaint it should be directed to the most appropriate one of the following:

A complaint about the sale or administration of **your** policy, or the **telematics device**, please contact:

Operations Manager
Marmalade New Driver Insurance
Marmalade House
Alpha Business Centre
Mallard Road
Bretton
Peterborough
PE3 8AF

Telephone: 0333 323 1323

Email: newdriveradmin@wearearmalade.co.uk

For all other complaints regarding **your** policy please contact:

Customer Satisfaction Manager
Allianz Insurance plc
2530 The Quadrant
Aztec West
Almondsbury
Bristol
BS32 4AW

Telephone: 0330 102 1781

Email: allianzretailcomplaints@allianz.co.uk

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect **your** legal rights.

the cover provided

Cover under **your** policy is comprehensive and all sections apply unless **your schedule** shows **endorsements** saying otherwise.

The General exclusions and General conditions at the back of this policy apply to all sections.

Changes to your circumstances

Please tell Marmalade at **your** first opportunity if there are any changes to **your** circumstances which could affect **your** insurance. Please refer to General Condition 11 on page 19 of this policy.

If **your** circumstances change and **you** do not tell **us**, **you** may find that **you** are not covered if **you** need to make a claim.

section 1 – your liability to others

What is covered

1a Cover we provide for you

We will pay all the amounts **you** legally have to pay as a result of using **your car** and any trailer, caravan or vehicle being towed by it if **you**:

- cause the accidental death of or bodily injury to any person; or
- cause accidental damage to anyone's property.

In respect of accidental damage to property **we** will not pay any more than £20,000,000 including all costs (or any higher amount or any higher limit provided for by local legislation in territories outside the United Kingdom but within the **territorial limits**) for any one occurrence or series of occurrences arising from one cause.

1b Driving other cars

If **your current certificate of motor Insurance** includes driving other cars, this policy provides the same cover as 1a above when **you** are driving any other car provided:

- **You** do not own or have not hired the car under a hire purchase or lease hire agreement;
- The car must have valid cover in force under another insurance policy;
- **You** have the owner's permission to drive the car;
- The car is being driven in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- **You** are 25 years of age or over;
- **You** are not a company, firm or more than one person; and
- The car is being used within the limitations of use shown in **your current certificate of motor insurance**.

2 Cover we provide for other people

We will cover the following people for legal liabilities to others:

- Anyone **you** allow to drive or use **your car** as long as they are entitled to drive by **your current certificate of motor insurance** and **your schedule** and are using **your car** within the limitations of use specified in **your certificate of motor insurance**
- Anyone travelling in, getting into or out of **your car**;
- The employer of anyone **you** allow to drive or use **your car** as long as they are entitled to drive by **your current certificate of motor insurance**.

3 Your legally appointed representatives

After the death of anyone who is insured under this policy, **we** will protect that person's estate against any liability they had if that liability is insured under this policy.

4 Legal fees and expenses

If there is an accident insured under this policy **we** will, subject to **our** written agreement, arrange and pay for:

- a solicitor or barrister to represent anyone insured under this policy at a coroner's inquest or criminal court;
- defending anyone insured under this policy if they are charged with manslaughter or causing death by careless, reckless or dangerous driving.

5 Emergency medical treatment

If there is an accident insured by this policy, **we** will pay for emergency medical treatment which is required under any compulsory motor insurance legislation.

What is not covered

We will not cover

Liability for causing the death of or bodily injury to any employee in the course of their employment by anyone insured by this policy unless cover is compulsory under motor insurance legislation within the **territorial limits** of this policy.

Liability for loss of or damage to property which belongs to or is held in trust by **you**, or is in **your** care custody or control.

Liability for loss of or damage to property which belongs to, is held in trust by or is in the care custody or control of anyone **you** allow to drive **your car** and who is entitled to drive by **your current certificate of motor insurance**.

Liability for loss of or damage to a car being driven by **you** under section 1b 'Driving other cars'.

Liability incurred by anyone covered under any other insurance.

Liability caused by using **your car** on any part of an aerodrome, airport, airfield or military base where aircraft can go.

Loss of or damage to any trailer, caravan or vehicle being towed by **your car**.

section 2 – loss of or damage to your car

What is covered	What is not covered															
<p>Damage to your car</p> <p>We will, at your request, pay for:</p> <ul style="list-style-type: none"> loss of or damage to your car up to the market value of your car; if we repair your car we may use alternative parts not supplied by the original manufacturer; the cost of replacing a child's car seat fitted in your car with a new one of the same or similar model if the existing seat is being used and is damaged as a result of a road traffic accident; the cost of draining your car's fuel tank due to accidental misfuelling and of repairing any damage caused to your car's engine as a consequence of it; the cost of protecting and removing your car to the nearest repairer and the cost of delivering your car back to you after it has been repaired as long as your home is in the United Kingdom, Channel Islands or the Isle of Man; replacement or repair of your car's windscreen, windows or sunroof. <p>In addition, following a claim where we have declared your car beyond economical repair (total loss) we will pay for the cost of a replacement telematics device, if required, plus the cost of installation of the telematics device into your new vehicle in order for your policy with us to continue.</p> <p>Replacing your car</p> <p>We will, at your request, replace your car with a new one of the same make, model and specification if your car is:</p> <ul style="list-style-type: none"> stolen and not recovered within 28 days of you reporting the theft to us; or damaged to the extent that the cost of repair is more than 50% of the price of an identical new car at the time of loss or damage (based on the manufacturer's last United Kingdom list price). <p>We will only do this if:</p> <ul style="list-style-type: none"> you have owned your car (or it has been hired to you under a hire-purchase agreement or personal contract hire agreement) since it was first registered as new; the loss or damage happens before your car is one year old; we have your permission or the hire purchase company's permission to replace your car; your car is in current production and available in the United Kingdom. <p>If your car is on lease hire, hire purchase or personal contract hire, we may be required to pay the owner for damage to your car. In that event our payment will be in full and final settlement of our liability under this section.</p>	<p>We will not cover</p> <p>Loss of or damage to your car following theft or attempted theft if it was unoccupied at the time of the loss or damage, unless your car was locked and the ignition key or other removable ignition device was not in or on your car.</p> <p>Loss or damage to your car resulting from fraud or deception or by using any counterfeit form of payment which a bank or building society will not authorise.</p> <p>Any amount over £750 for loss of or damage to audio, communication, navigational, or in-car entertainment equipment unless it is standard equipment, or a manufacturer fitted optional extra for your car when built. Such equipment must be permanently fitted to your car and operated exclusively by your car's electrical system.</p> <p>Fire, theft and malicious damage excess.</p> <p>You will have to pay the first £120 of any claim made for fire, explosion, theft, attempted theft or malicious damage.</p> <p>Windscreen Damage Excess</p> <p>If your claim is only for repair or replacement of your car's windscreen, windows or sunroof or for bodywork scratched as a direct result of a damaged windscreen, window or sunroof you will have to pay the first –</p> <ul style="list-style-type: none"> £75 for replacement using our approved repairer Autoglass £Nil for repair using our approved repairer Autoglass £100 for replacement or repair using any other repairer <p>We encourage the use of repair rather than replacement where possible.</p> <p>Accidental damage excess</p> <p>If your claim is not for fire, theft, malicious damage or windscreen, you will have to pay the excess shown in the category of driver table below. These excesses are additional to any other excess which may apply (please refer to your schedule).</p> <table border="1" data-bbox="810 1608 1460 1803"> <thead> <tr> <th>Category of driver</th> <th>Experienced</th> <th>Inexperienced</th> </tr> </thead> <tbody> <tr> <td>Driver's Age</td> <td></td> <td></td> </tr> <tr> <td>17 to 20</td> <td>£350</td> <td>£350</td> </tr> <tr> <td>21 to 24</td> <td>£250</td> <td>£350</td> </tr> <tr> <td>25 or over</td> <td>£120</td> <td>£250</td> </tr> </tbody> </table> <p>An inexperienced driver is someone who has not held a full licence issued in the European Union, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man for at least one year.</p>	Category of driver	Experienced	Inexperienced	Driver's Age			17 to 20	£350	£350	21 to 24	£250	£350	25 or over	£120	£250
Category of driver	Experienced	Inexperienced														
Driver's Age																
17 to 20	£350	£350														
21 to 24	£250	£350														
25 or over	£120	£250														

section 2 – loss of or damage to your car (continued)

What is covered	What is not covered
<p>Electric vehicles - Leased batteries</p> <p>In the event of loss or damage insured under this section, we may be required to make our payment to the owner of your car's battery, or batteries, if the battery is leased or hired.</p> <p>Obsolete and Spare Parts</p> <p>If any part or accessory is not available the most we will pay for that part will be the cost shown in the manufacturer's last United Kingdom price list, plus a fitting cost.</p> <p>If the part is not listed in the manufacturer's last United Kingdom price list we will pay the cost of an equivalent part plus the fitting cost.</p> <p>If no equivalent part is listed the most we will pay is £250.</p> <p>Salvage</p> <p>If we are going to settle your claim by replacing your car or by paying you the market value, your car will become our property.</p> <p>If your car has a personalised registration you may retain this subject to DVLA '(Driver and Vehicle Licensing Agency) rules and regulations.</p>	<p>Wear and tear, depreciation, mechanical, electrical, electronic or computer failures, breakdowns or breakages.</p> <p>Damage to tyres caused by braking, punctures, cuts or bursts.</p> <p>Damage or destruction due to pressure waves caused by aircraft or other flying objects.</p> <p>Loss of value following repairs to your car.</p> <p>Loss of use of your car or other indirect loss.</p> <p>Loss or damage arising from confiscation, requisition or destruction of your car by or under order of any government, Public or Local Authority.</p> <p>Any damage caused deliberately by you or anyone else insured under this policy.</p>

section 3 – medical expenses

Following an accident involving **your car** **we** will pay;

- medical, surgical and dental fees up to £200 for each person;
- veterinary fees up to £200 for each domestic pet (for a maximum of two pets)

if they are injured while travelling in **your car**.

We will also pay **you** £30 a day for up to 30 days if **you** have to stay in hospital.

section 4 – personal belongings

What is covered	What is not covered
<p>We will pay, at your request, up to:</p> <ul style="list-style-type: none"> • £200 for personal belongings; • £200 for wheelchairs, prams, child's push chairs, buggies and carrycots <p>while in or on your car if they are lost or damaged by an accident, fire, theft or attempted theft.</p>	<p>We will not pay for loss of or damage to:</p> <p>money including cash, cheque books, credit, debit and loyalty cards;</p> <p>tickets, vouchers, documents or securities (financial certificates such as shares and bonds);</p> <p>jewellery including watches;</p> <p>mobile phones;</p> <p>goods, samples or business equipment which you or any person insured by this policy carry in connection with any trade or business.</p>

section 5 – if you or your spouse or civil partner are involved in an accident

What is covered	What is not covered
<p>If you or your spouse or civil partner are in an accident while travelling in your car or getting into or out of any motor car and this is the only cause of death or bodily injury to you or your spouse or civil partner, we will pay £5,000 per person if you or your spouse or civil partner die, suffer the total and permanent loss of sight in one or both eyes or lose any limbs.</p> <p>We will only pay for one benefit for death or injury to each person for any one injury in any one period of insurance.</p>	<p>We will not cover</p> <ul style="list-style-type: none">death or loss of sight or limb if this happens more than three months after the accident;any loss under this section if you are a firm, company or more than one person;deliberately injuring yourself or your spouse or civil partnersuicide or attempted suicide;any injury caused by a natural disease or weakness;any injury caused by being under the influence of drugs or alcohol to a level which would be a driving offence in the country where the accident happens.

section 6 – replacement locks

We will cover the cost of changing locks on **your car** if the keys, transmitter or immobiliser key have been lost or stolen provided **you** report the loss to the police within 24 hours of discovering it.

The maximum **we** will pay for any one claim is £500.

section 7 – foreign travel

This policy provides the minimum cover **you** need by law to use **your car** in the following countries:

Territorial limits - Great Britain, Northern Ireland, The Isle of Man, The Channel Islands, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City. It also includes travelling between these countries by air, rail or sea, including loading and unloading.

Where the level of cover in any European Community Member State is less than that provided by the legal requirements of the United Kingdom, the level of cover that applies in the United Kingdom will apply in that Member State.

section 8 – no claim discount

Where there have been no prejudicial claims* made under this policy during the **period of insurance**, we will adjust the no claim discount (NCD) on **your** premium when **you** renew **your** policy as shown on the table below.

NCD Years at Inception or last year's Allianz Renewal	NCD Years at next Allianz Renewal where no Prejudicial Claims* have been made
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9+	9

Where there has been a prejudicial claim* made under this policy, **your** no claim discount may be affected as shown in the table below.

If **you** have not chosen to protect **your** no claim discount, a single claim will reduce the discount by one year. Each subsequent claim will reduce the discount by another two years;

NCD Years at Inception or last year's Allianz Renewal	NCD Years at next Allianz Renewal without no claims discount protection					
	Prejudicial Claims* since Inception or Renewal					
	None	1	2	3	4	5 or more claims
0	1	0	0	0	0	0
1	2	0	0	0	0	0
2	3	1	0	0	0	0
3	4	2	0	0	0	0
4	5	3	1	0	0	0
5	6	4	2	0	0	0
6	7	5	3	1	0	0
7	8	6	4	2	0	0
8	9	7	5	3	1	0
9+	9	8	6	4	2	0

If **you** have chosen to protect **your** no claim discount and paid an extra premium for this, **we** will not reduce **your** discount when **you** renew **your** policy if **you** have made only one claim. If **you** make a second claim, **we** will reduce **your** discount by one year and each subsequent claim will reduce **your** discount by two years.

NCD Years at Inception or last year's Allianz Renewal	NCD Years at next Allianz Renewal with no claim discount protection					
	Prejudicial Claims* since Inception or Renewal					
	None	1	2	3	4	5 or more claims
0	1	0	0	0	0	0
1	2	1	0	0	0	0
2	3	2	1	0	0	0
3	4	3	2	0	0	0
4	5	4	3	1	0	0
5	6	5	4	2	0	0
6	7	6	5	3	1	0
7	8	7	6	4	2	0
8	9	8	7	5	3	1
9+	9	9	8	6	4	2

We will give **you** a no claim discount as long as the insurance has been in force for 12 months and that each renewal period is for a further 12 months.

* Prejudicial Claims – A prejudicial claim is a claim made against **your** policy that has either resulted in **us** making a payment and **we** are not able to recover the full amount of this payment, or a claim is outstanding and responsibility for the claim has not been decided.

Please note that the following types of claim will not reduce **your** no claim discount

- Claims **we** pay solely for a broken windscreen or windows, or for repairing scratched paintwork directly caused by broken glass
- Claims made due to an accident with an uninsured driver, provided that **you** are able to meet the conditions of Section 11 – Uninsured Drivers, please see page 13 for further details

section 9 – emergency accommodation and travel expenses

We will pay **you** and any person travelling in **your car** up to £40 for any overnight accommodation or to travel home if **your car** is stolen or damaged as a result of an accident covered under this policy.

section 10 – loss of vehicle licence

Following the total loss of **your car** due to an event covered by this policy **we** will pay **you** the unused portion of the road fund licence if **you** are unable to make a recovery from the Licensing Authorities.

section 11 – uninsured drivers

If **you** make a claim following an accident and the driver of the other vehicle is not insured **you** will not lose **your** no claim discount or have to pay any **excess** as a result of that accident provided;

- **we** establish that the accident is not **your** fault; and
- **you** are able to provide details of the other vehicle's make, model and registration number and the name and address of the person driving the other vehicle.

You may have to pay **your excess** when **you** first claim and **you** may also temporarily lose **your** no claim discount. If subsequently **we** are satisfied that the accident was not **your** fault **we** will repay **your excess**, reinstate **your** no claim discount and refund any premium which may be due to **you**.

section 12 – luggage trailer

What is covered

We will pay up to £250 under Section 2 (Loss of or damage to your car) of this policy for loss or damage to a luggage trailer, whether or not it is attached to **your car** at the time of the accident or loss.

What is not covered

Any damage caused deliberately by **you** or anyone else insured under this policy.

section 13 – driving behaviour

The **telematics device** will measure and transmit various aspects of how **your car** is driven throughout each **journey**. From the date the **telematics device** is installed it will collect information including (but not limited to), the time of day and date of travel, **your car's** location, distance travelled, speed throughout **your car's journey**, braking frequency and force, how smoothly **your car** accelerates and time spent stationary.

The **data** will be used to build up a profile of how, where and when **your car** is driven, and to determine the **driving behaviour scores**.

The **driving behaviour score** results for **journeys** will be available to view on the secure **internet portal**.

Full details of how **your data** will be used are contained in the Your Telematics Policy section on Page 4.

Your journeys

Journeys are categorised into three levels based on the **driving behaviour score**:

- **Green journeys** will result in no premium increase or cancellation.
- **Amber journeys** will result in no premium increase or cancellation but **you** and **your** named drivers can review these **journeys** on the secure **internet portal**.
- **Red journeys** may result in increased premiums or cancellation of **your** policy.

A **driving risk score** of 100% represents a perfect **journey**, and a score of over 75% is classified as a **green journey**. Achieving a **driving risk score** of 55% to 75% is classified as an **amber journey**, a score of less than 55% represents a **red journey**.

You will be sent notification of any **red journey** by e-mail and SMS text message and requested to review **journeys** on the **internet portal**. **You** will also be advised of the next steps, which in the event of multiple **red journeys** may include a requirement for **you** to pay an additional premium or notice that **we** will be cancelling **your** policy.

section 14 – driving caution and additional premium process

You and your named drivers are permitted a total of one red journey before entering the caution and additional premium process. After the first red journey, you and your named drivers will be sent an advisory caution notice by e-mail and SMS text message. This will inform you of the first red journey, the caution and additional premium process and will advise the consequences of any further red journey within the applicable time period, as shown in the table below.

24 hour review

After any red journey we will give you and your named drivers 24 hours to review the details on the internet

portal, during which time, we will not take any action if you or your named drivers incur another red journey.

Subsequent red journey

Once the 24 hour review period has ended, the next red journey will result in you entering the caution and additional premium process at red zone stage 1 and additional red journeys could lead to additional premiums being requested and ultimately policy cancellation as set out in the table below.

Red Zone	Time Period	Consequence of a Red Journey during this stage
Stage 1	30 days	Additional premium of £125 and move to stage 2
Stage 2	60 days	Additional premium of £250 and move to stage 3
Stage 3	90 days	Policy cancellation

Stage 1

Having entered stage 1, if you do incur another red journey within the red zone of 30 days you will be required to pay the additional premium of £125 within 7 days and you will move to stage 2 and a red zone of 60 days will begin.

If you do not incur another red journey within the stage 1 red zone of 30 days you will not be required to pay any additional premium and will no longer be at immediate risk of having to pay this additional premium.

However, a subsequent red journey will result in a new red zone of 30 days (stage 1) beginning, and the process described above will apply.

Stage 2

Having entered stage 2, if you do incur another red journey within the red zone of 60 days you will be required to pay the additional premium of £250 within 7 days and you will move to stage 3 and a red zone of 90 days will begin.

If you do not incur another red journey within the stage 2 red zone of 60 days you will not be required to pay any additional premium and will no longer be at immediate risk of having to pay this additional premium.

However, a subsequent red journey will result in a new red zone of 60 days (stage 2) beginning, and the process described above will apply.

Stage 3

Having entered stage 3, if you do incur another red journey within the red zone of 90 days your policy will be cancelled.

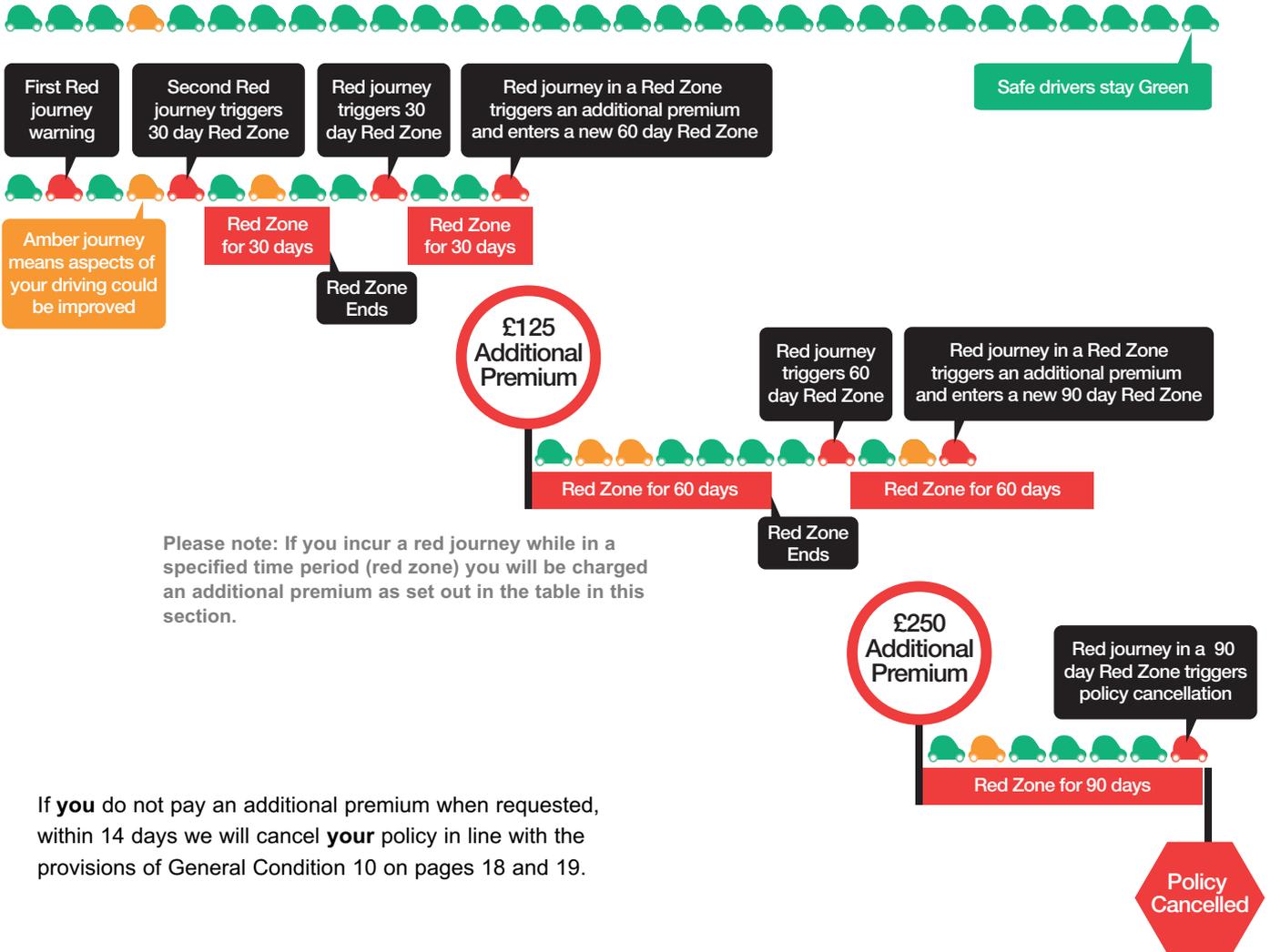
If you do not incur another red journey within the stage 3 red zone of 90 days your policy will continue without any additional premium and you will no longer be at immediate risk of cancellation.

However, a subsequent red journey will result in a new red zone of 90 days (stage 3) beginning, and the process described above will apply.

section 14 – driving caution and additional premium process

(continued)

Examples of the caution and additional premium process are illustrated below:



If **you** do not pay an additional premium when requested, within 14 days we will cancel **your** policy in line with the provisions of General Condition 10 on pages 18 and 19.

general exclusions applying to all parts of this policy

This policy does not cover the following.

- 1 We will not cover loss or damage or legal liability directly or indirectly caused by:**
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.
- 2 We will not cover loss, damage, injury or liability as a result of:**
 - earthquake;
 - underground fire; or
 - war, invasion, revolution or any similar event. However, **we** will provide the cover **you** need to meet the requirements of any compulsory insurance legislation in force within the **territorial limits** of this policy.
- 3 We will not cover any claim or damage arising while your car is being:**
 - driven by anyone who is not mentioned in the "Person or classes of persons entitled to drive" section noted in **your current certificate of motor insurance**; or
 - used for a purpose which is not permitted by **your current certificate of motor insurance**.However, this exception does not apply to:
 - claims under Section 2 (Loss of or damage to **your car**); and
 - the cover given to **you** (and to no other person) under Section 1 (Your liability to others) while **your car** is being used without **your** authority or by a motor trader for servicing or repair.
- 4 We will not cover any loss, damage or liability caused by riot or civil commotion outside England, Scotland, Wales, the Channel Islands or the Isle of Man unless we have to meet any compulsory motor insurance legislation.**

- 5 We will not cover loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss. For the purpose of this exception an act of terrorism means;**
 - the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
 - any act deemed by the government to be an act of terrorism.
- 6 We will not cover any loss damage or liability caused directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden individual, unintentional and unexpected incident which entirely takes place at a specific time and location during the period of insurance.**

All pollution or contamination which results out of one incident shall be considered to have occurred at the time the incident took place. This exclusion shall not apply where **we** have to meet the requirements of any compulsory motor insurance legislation in force within the **territorial limits** of this policy.
- 7 Loss damage or liability arising out of or as a result of any agreement or contract you have entered into.**

general conditions applying to this policy

1 Premiums

You may cancel this policy within 14 days' of the date **you** receive it. If **you** wish to do this you must tell Marmalade, please see the contact details on page 1 of this policy for ways to get in touch with Marmalade. **Your policy** will be cancelled from the date **you** request, or the date Marmalade receive **your** notification, whichever is the later. If **you** choose to do this, **you** are entitled to a refund of the premium **you** have paid for this insurance. **We** will charge a pro-rata premium plus £15 plus Insurance Premium Tax to cover our operational costs which is subject to a minimum amount payable of £25 plus Insurance Premium Tax except where an incident has occurred which may give rise to a total loss claim, in which case the full annual premium will be payable to us.

2 Taking care of your car

You must do all **you** reasonably can to protect **your car** from damage or theft and keep it in a good and roadworthy condition. Where required by law, **your car** must have a current Department Of Transport test certificate (MOT). If **we** ask, **you** must allow **us**, or **our** representative, to inspect **your car** at any reasonable time.

3 Claims

In the event of a claim:

You must not admit fault or responsibility or pay/offer or agree to pay any money or settle any claim without **our** permission.

You must tell **us** at **your** first opportunity about any claim or incident that may lead to a claim and give **us** any information relevant to the claim that **we** may ask for. **You** must co operate with **us** at all times.

You must allow **us** to use both the **data** collected by the **telematics device** and the photographs of **your car** taken at the **telematics device** installation appointment to help **us** handle any claim and reduce fraud.

We can, in **your** name;

- take over defend and settle a claim; and
- take proceedings at **our** own expense and for **our** own benefit to recover any payment **we** have made under this policy.

4 Keeping to the terms of the policy

We will only give **you** the cover described in this policy if:

- any person claiming has met all the conditions as far as they apply; and
- any declarations made and information given to **us** verbally electronically or in writing on the application or **Statement of Facts** on which this policy is based is complete and correct as far as **you** know.

5 Other insurances

We will not make any payment if there is cover under any other insurance.

6 Compulsory insurance

If the law of any country in which this policy covers **you** says **we** must pay a claim which **we** would otherwise not have paid, then **we** are entitled to recover such payments from **you**.

7 Fraud

If **you** or anyone acting on **your** behalf make a claim which is in any way false or fraudulent or supports a claim by false or fraudulent statement, device or documents, including inflating or exaggerating a claim **you** will lose all benefit and premiums **you** have paid for this policy. **We** may recover any sums that **we** have already paid under the policy.

8 Arbitration

If **we** accept **your** claim but **you** do not agree with the amount **we** will pay **you**, **we** will refer the matter to an arbitrator chosen by **you** and **us**. **You** cannot take any action against **us** until **you** and **we** have received the arbitrator's final decision.

9 Reflection period (applicable to new policies and renewals)

You may cancel this policy within 14 days' of the date **you** receive it. **You** can do this by returning the **certificate of motor insurance** to Marmalade or **us** at the address shown on page 7 of this policy. If **you** choose to do this, **you** are entitled to a refund of the premium **you** have paid for this insurance. **We** will charge a pro-rata premium plus £15 to cover **our** operational costs which is subject to a minimum amount payable of £25 except where an incident has occurred which may give rise to a total loss claim, in which case the full annual premium will be payable to **us**.

10 Cancelling your policy (outside the Reflection period)

We may cancel this policy by giving **you** 7 days' notice in writing to **your** last known address. If this happens **we** will refund the part of the premium that **you** have not yet used.

We may cancel **your** policy where there are serious grounds to do so, this includes:

- failure to meet the terms and conditions of this policy;

- Where **you** are required in accordance with the terms of **your** policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests;
- failure when requested to supply **us** with other relevant documentation or information that **we** need;
- where **we** reasonably suspect fraud or misrepresentation. Please see General Condition 7 – Fraud;
- changes to **your** policy details or circumstances that **we** do not cover under **our** policy; or
- use of threatening or abusive behaviour or language, or intimidation or harassment of **our** staff or suppliers.

If **you** wish to cancel **your** policy **you** must tell Marmalade, please see the contact details on page 1 of this policy for ways to get in touch with Marmalade. **Your** policy will be cancelled from the date **you** request, or the date Marmalade receive **your** notification, whichever is the later.

If **you** cancel the policy before the first renewal date, as long as **you** have not made a claim **we** will refund the part of the premium **you** have not yet used less a charge of £50 plus Insurance Premium Tax.

If **you** cancel the policy after the first renewal date, as long as **you** have not made a claim **we** will refund the part of the premium **you** have not yet used less a charge of £25 plus Insurance Premium Tax.

11 Changing your details

You must tell **us** at **your** first opportunity about any changes that may affect **your** policy cover. If **we** are not informed of any changes or corrections this may affect **your** ability to claim under **your** policy.

Here are the changes that **you** must tell **us** about:

- If **you** change **your car**;
- If **you** change **your** address, or where **you** normally keep **your car**;
- If **you** make any changes to **your car** that make it different from the manufacturer's standard UK specification;
- If **you** want to use **your car** for a purpose not permitted in **your Certificate of Motor Insurance**;
- If there is a change in **your** stated annual mileage;
- If **you** wish to change the drivers covered under **your** policy;

- If **you**, or any other driver covered by **your** policy, are convicted of a criminal or motoring offence including fixed penalty notices;
- If **you**, or any other driver covered by **your** policy, have a prosecution pending for any motoring offence;
- If **you**, or any driver covered under **your** policy become unemployed or change occupation, including any part-time work;
- If **you**, or any driver covered under **your** policy change their name due to marriage or via Deed Poll;
- If there are any changes made to the status of **your** driving licence, or to the driving licence of any other driver covered by **your** policy; or
- If **you** become aware of any physical or medical condition of any driver which may affect their ability to drive.

When **you** tell **us** of a change of details **we** will reassess the premium and terms of **your** policy. **You** will be informed of any revised premium (which will include a charge of £10 plus Insurance Premium Tax to cover operational costs) or terms and asked to agree before any change is made.

To reduce costs **we** will not refund or charge amounts less than £25 plus Insurance Premium Tax.

In some circumstances **we** may not be able to continue **your** policy following the changes, where this happens **you** will be told and the policy will be cancelled in line with the provisions of General Condition 10.

12 Rights of Parties

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

13 Choice of law

Unless **we** agree otherwise:

- the language of this policy and all communications relating to it will be English; and
- all aspects of this policy including negotiation and performance are subject to English law and the decisions of English courts.

14 Car sharing

Your policy also covers your car when you are paid for carrying passengers for social reasons, as long as:

- your car is not built or adapted to carry more than eight passengers (including the driver);
- the passengers are not being carried as part of a business of carrying passengers; and
- you do not profit from the total amount of money you are paid for the journey.

If you have any doubts as to whether or not any car sharing you have arranged is covered by this policy, please contact Marmalade.

15 Automatic renewal

If you pay your premium by instalment, when your policy is due for renewal we will renew it for you automatically. This saves you the worry of remembering to contact us prior to the renewal date. We will write to you 14 days before the policy expires with full details of your next year's premium and policy terms. We will also issue you with a new certificate of motor insurance.

If you do not want to renew this policy, please contact Marmalade prior to the renewal date, so that we do not take payment, with clear instructions that you do not wish to renew.

If we decide that we will not renew your policy, we will notify you in writing 14 days prior to the renewal date. The automatic renewal process only applies if the premium is paid by the Premium Instalment Plan.

16 Renewal

Regardless of your claims history, your no claim discount or whether you have paid for no claim discount protection at renewal we have the right to amend your policy terms and conditions.

This includes:

- imposing terms such as the application of excesses or endorsements;
- increasing your premium;
- excluding cover;
- amending the policy wording;
- changing your payment type; and/or
- declining to renew your policy.

We will notify you in writing of any such action prior to the renewal date of your policy.

17 Proof of no claims

If you have declared to us that you are entitled to a No Claim Discount in respect of the car covered under this policy we will require proof of this No Claim Discount in writing, unless we otherwise agree. If you do not provide this proof your policy may be invalid or we may change the terms or premium. Your period of no claims must have been earned on a private car policy in the United Kingdom which expired no more than two years before the start of this policy.

18 Tax and registration

Your car must be taxed where applicable and registered in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

19 Telematics device restrictions

You must not, nor permit any person or organisation to tamper, alter or dismantle the telematics device in any way or to interfere with the Global Positioning System (GPS) signal received or the Mobile Phone Network signal sent or received by the telematics device. In the event of this occurring we will cancel your policy in line with the provisions of General Condition 10.

If you have a plug in telematics device fitted to your car this may be removed as part of a service, health check or any other maintenance carried out by a qualified mechanic. It is your responsibility to ensure the telematics device is reinstalled before your car is driven again. Should Marmalade identify that your telematics device is not installed Marmalade will contact you to request that it is reconnected. In the event that the telematics device is not reconnected and there is no valid reason why it should not be reconnected, we may cancel your policy in line with the provisions of General Condition 10.

20 Informing others about the telematics device

It is your responsibility to inform anyone that is going to drive your car that it is fitted with a telematics device and as such, their data will be included in the information collected and used and will be visible to you, via your internet portal, as well as Allianz, Marmalade, appointed providers and / or service partners.

protecting your car and belongings

The following information is for guidance only; it does not form part of your policy

Remove the ignition key or other removable ignition device when you get out of the car, even when parking in your own drive or at a petrol station. Your policy may not cover you if your car is unoccupied with the keys inside it or on it.

Never leave a door unlocked or a window or sunroof open, even when just going into a shop for a moment or two. If you use the key fob check the car has actually locked before you leave it. Your policy may not cover you if you do not protect your car against damage or theft.

Don't leave any belongings in your car. A thief won't know that a bag or coat doesn't contain something valuable and might break a window to get at it. If you can't take them with you, lock them out of sight. If you have a removable sat nav remove the cradle as well as the device plus any suction marks that could show that it is in your car.

Don't leave money, credit cards or cheque books in the glove compartment.

Never leave your car documents in the car; they could help a thief to sell it.

If you can, leave the car in a locked garage and lock your car and the garage. If you do not have a garage, try to park in a well-lit, open space.

At home, ensure your car keys are kept in a safe place, out of sight and away from windows and doors.

When parking in a public car park, look for one that is well supervised, with restricted entry and exit points, good lighting and security cameras. Wherever possible use Park Mark ® car parks – details of approved Park Mark ® car parks can be found on www.parkmark.co.uk

Etch the car's registration number on all glass surfaces – windows, sunroofs etc. Thieves don't want the expense of replacement.

If your car is not fitted with an alarm or immobiliser, consider fitting one which is Thatcham approved.

Remember!

Your policy may not cover loss of your car, accessories or spare parts if your ignition key or other removable ignition device is in, or on, an unoccupied car

DON'T GIVE THEM AN EASY RIDE



