



Optima car insurance policy



Groupama

Insurances

Definitions

Whenever the following words or expressions appear in your policy, they have the meaning given below.

Accessories and spare parts

Items which are for your car only and are in or attached to your car, or in your private garage, at the time of the loss or damage.

Acts of terrorism

Any act that the government of the United Kingdom considers to be an act of terrorism. The use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation or government for political, religious, ideological or similar beliefs. This includes trying to influence any government or intimidate the public.

Certificate of motor insurance

A document we issue that proves you have the car insurance you need and must have by law.

Endorsement

Statements, found in your schedule, that either show changes to the terms of your policy or terms that apply specifically to you (for example, the amount of excess you must pay).

Excess

The first amount of any claim which you must pay if your car is lost, stolen or damaged.

Great Britain

England, Scotland and Wales.

Inexperienced driver

Anybody who is 25 or older who holds a provisional licence or who has held a full United Kingdom, European Union or European Economic Area licence for less than 12 months.

Key

Any key or alternative electronic or mechanical device designed to open the car's locks or turn on the ignition (or both).

Market value

The cost of replacing your car with another of the same make, specification (for example, the level of equipment found in your car), model, age, mileage and condition as your car was just before the loss or damage you are claiming for.

Partner

A person you are married to or have a civil partnership with, or a person you live with as if you were their husband, wife or civil partner. (A civil partnership is a formal arrangement that gives same-sex partners the same legal status as a married couple.)

Proposal

The document that records the information you gave us when you bought or renewed your policy and which your contract with us is based on.

Racetrack

Any track, field, circuit or road, including toll roads (with no maximum speed limit), which is being used at the time of the loss or damage for racing, rallies, pacemaking, speed trials or track days.

Schedule

The document that names you as the policyholder and sets out what this policy covers you for. We will replace your schedule whenever you renew the policy or if you make any changes to the policy while your insurance applies.

Territorial limits

England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands, any other country that is a member of the European Union and any other country stated on the back of your certificate of motor insurance.

United Kingdom

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

We, us, our

Groupama Insurance Company Limited.

You, your

The policyholder whose name is on the schedule or, if you die, your legal personal representatives.

Young driver

A person under 25 at the time of an event which you or they may be entitled to claim for.

Your car

Any car which you have a current certificate of motor insurance for under this policy.

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Your cover

If you chose comprehensive cover, all sections of this policy booklet apply.

If you have third party, fire and theft cover, sections 1, 2 (loss or damage caused by fire, theft or attempted theft only) 8, 9, 10, 12 and 13 apply.

If you have cover for third party only, sections 1, 9, 10, 12 and 13 apply.

Introducing your Groupama car insurance policy

This booklet gives full details of your cover.

Please read this booklet, your schedule and your certificate of motor insurance carefully and make sure that they meet your needs.

If you have any questions, please contact your insurance broker or intermediary and they will help you.

Please keep all your insurance documents in a safe place, as you may need to read them if you want to make a claim.

Our contract with you

We will provide car insurance under the terms, exceptions, conditions and endorsements of this policy, during any period for which we have accepted your premium.

The contract is based on the proposal (or any statement of facts or statement of insurance we prepare using the information you have provided), and any declaration you make. The schedule, any endorsements and the certificate of motor insurance are all part of this policy. You must read all the documents that make up your policy as one document.

The law that applies to this policy

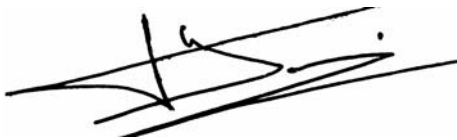
English law will apply to this contract of insurance unless you and we agree otherwise.

Cooling-off period

We hope that you will be happy with your insurance policy. However, if this policy does not meet your needs you have 14 days from the date you received your policy documents to cancel the policy and get a full refund. (We will not give you a refund if you have claimed for the total loss of your car or an incident has happened where you could make a claim for a total loss).

To cancel your policy, please contact the insurance broker or intermediary who sold you your policy.

To get a refund, you must return this policy and any certificate of motor insurance or cover note.



François-Xavier Boisseau

Chief Executive Officer

Groupama Insurance Company Limited

Section 1 – Liability to other people

What we will cover

a Cover for your liabilities

This policy covers you for:

- all your legal responsibilities as a result of death of or injury to anybody caused by an incident involving your car; and
- damage to any property as a result of an incident involving your car. We will pay up to £20 million (including all costs, expenses and indirect losses, apart from those covered under the legal expenses part of your policy). This cover applies to any one event or any series of incidents resulting from one event.

b Cover for other people

We will also provide the cover outlined in section 1a for:

- anyone insured by this policy to drive your car as long as they have your permission;
- anyone you allow to use (but not drive) your car for social, domestic and pleasure purposes (that is, not for business purposes);
- anyone who is travelling in or getting into or out of your car; and
- your employer (as long as they have your permission to use your car and are allowed to do so by your current certificate of motor insurance).

c Cover for legal personal representatives

If anyone insured under the policy dies, we will transfer the protection we provide under this policy to their estate.

d Emergency medical treatment

We will pay for emergency treatment fees as set out in the Road Traffic Acts.

If we make a payment under this section, it will not affect your no claim discount.

e Driving other cars

If your certificate of motor insurance says so, this policy provides the same cover as shown in section 1a when you are driving any other car as long as:

- you do not own it; and
- it is not hired to you under a hire-purchase or leasing agreement.

This cover only applies if:

- there is no other insurance in force which covers the same claim;
- you have the owner's permission to drive the car;
- the car is being driven in the United Kingdom; and
- you still have your car and it has not been declared a total loss

You cannot make use of this section to release a car if it has been seized by, or on behalf of, any government or public authority.

f Legal expenses

If we give our permission in writing beforehand, we will pay the fee for a solicitor to:

- represent anybody insured under this policy at any coroner's inquest or fatal accident inquiry; or
- defend anybody insured under this policy in a magistrates' court, as long as the case relates to an event you may be able to claim for under parts 1a or 1b of this policy.

We will pay for legal services to defend anyone insured under this policy if legal action is taken against them for:

- manslaughter;
- causing death by dangerous driving; or
- causing death after drinking alcohol or taking drugs.

The following conditions apply to legal expenses cover.

- You must ask us and we must agree to provide the cover.
- The deaths the legal action relates to must be covered under this policy.
- The event causing the deaths must have happened in the United Kingdom.

What we will not cover

(This applies to all claims made under parts 1a and 1b of the policy.)

- We will not cover loss of or damage to your belongings or the belongings of anybody else insured.
- We will not cover anyone driving your car who has never held a licence to drive it or who is disqualified from driving.
- We will not cover anyone who fails to keep to any of the terms, conditions and endorsements of this policy.
- We will not cover the liability of anyone insured under this policy for causing the death of, or injury to, any employee who was carrying out any activity associated with their work at the time of the accident, unless the Road Traffic Acts say otherwise.
- We will not cover loss of or damage to the car being used or driven at the time of the incident.
- We will not cover loss of or damage to any trailer or vehicle you tow.

Section 2 – Loss of, or damage to, your car

What we will cover

If your car, its accessories and spare parts are lost, stolen or damaged, we will:

- repair the damage ourselves;
- replace what is lost or is damaged if this is more cost-effective than repairing it; or
- settle your claim by sending you a cheque for the amount of the loss or damage.

The most we will pay

We will not pay more than the market value of your car (including any accessories and spare parts) at the time of the loss or damage, less any excess that may apply.

Hire-purchase, leasing and other agreements

If your car is owned by someone else, we will settle any claim by paying the legal owner before paying anything left over to you.

Parts that are not available

If a replacement for any damaged accessory or part of your car is not available, the most we will pay is its price (as specified by the manufacturer) at the time of the loss. We will not pay more than the cost of the accessory or part as shown in the manufacturer's last price list in the United Kingdom.

We may decide to repair your car with parts which have not been made or supplied by your car's manufacturer, but which are of a similar standard.

We are not responsible for:

- any extra costs of storing your car that result from any accessory or part not being available; or
- the cost of importing any accessory or part into the United Kingdom.

What we will not cover

- We will not cover the excesses shown in your schedule.
- We will not cover loss or damage caused by wear and tear.
- We will not cover any reduction in the market value of your car (for example reductions caused by the age of the car or the number of miles it has covered).
- We will not cover loss in the market value of your car resulting from any repair, whether or not this has happened as a result of any claim under this policy.
- We will not cover any mechanical, electrical or computer equipment breaking or failing to work properly.
- We will not cover damage to tyres caused by braking, punctures, cuts or bursts.
- We will not cover damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.

- We will not cover loss of, or damage to, any trailer, caravan or vehicle, or anything inside, while being towed by or attached to your car.
- We will not cover loss or damage you or anybody insured under this policy has done deliberately.
- We will not cover you for loss of use or other indirect losses (such as travel costs or loss of earnings) other than those set out in section 7 of this policy.
- We will not cover your car being stolen by someone who claims to be a buyer or a buying or selling agent.
- We will not cover loss of, or damage to, your car if, at the time of the incident, someone in your family or someone who is living with you was using it without your permission. (This exception does not apply if you report the person using your car to the police for taking your car without your permission.)
- We will not cover loss or damage caused by any government, public or local authority legally taking, keeping or destroying your car.
- We will not cover loss of, or damage to, televisions, phones, games consoles, electronic-navigation or radar-detection equipment not permanently fitted to your car and which was not part of the manufacturer's specification when your car was first registered.
- We will not cover loss of, or damage to, your car if it is unoccupied (that is, nobody is inside it) and is left:
 - unlocked;
 - with the windows or roof open; or
 - with the keys inside (or on) the car.

New car benefit

We will replace your car with one of the same make, model and specification if:

- your car is less than 12 months old;
- you are the first and only registered keeper (or the second registered keeper if the first registered keeper is a company we recognise as a main agent of the car's manufacturers); and
- your car has:
 - been stolen and not found; or
 - been damaged and the cost of repairing the car is more than 60% of the manufacturer's United Kingdom list price at the time of the damage (including car tax and VAT) for a car that is exactly the same.

We will only replace your car if you and anyone else who has a financial interest in your car agrees.

If a replacement car which is the same make, model and specification as your old car is not available, we will pay you the price of your car, fitted accessories and spare parts as shown in the manufacturer's last United Kingdom price list, less any excess that may apply.

If we settle a claim under this section of the policy, your lost or damaged car becomes our property and you must send us its registration document (V5 or V5C).

Section 2 – Loss of, or damage to, your car - continued

Removing and delivering your car

If your car is in the United Kingdom and cannot be driven as a result of loss or damage which is covered under this policy, we will pay the reasonable cost of protecting it and taking it to the nearest suitable repairer. We will also pay the reasonable cost of delivering your car to you at the address shown in your schedule after it has been repaired.

Radio and audio equipment

This policy covers loss or damage to any radio or audio equipment permanently fitted to your car.

There is no limit on the level of cover for equipment in your car which was fitted by the manufacturer at the time the car was made.

We cover equipment not fitted to the manufacturer's specification up to the following limits:

- If you have comprehensive insurance the most we will pay is £500 after taking off the excess that applies to your claim.
- If you have third party, fire and theft insurance the most we will pay is £250 after taking off any excess that applies to your claim.

Examples

- You have comprehensive insurance with a £100 excess. Your car stereo, which was not fitted by the car manufacturer and is worth £700, is stolen. You claim for the full cost of the stereo (£700). We take the £100 excess from your claim, which leaves £600. But we will pay £500, which is the policy limit on comprehensive cover.
- You have third party fire and theft insurance with £100 excess. Your car stereo, which was not fitted by the car manufacturer and is worth £200, is stolen. You claim for the full cost of the stereo (£200). We take the £100 excess from your claim, which leaves £100. So we will pay you £100.

We will also pay for loss or damage to any radio or other audio equipment which has been removed from your car if:

- the equipment is designed to be removed (or partly removed);
- the equipment cannot work without your car; and
- you have temporarily removed it from your car for security reasons.

Replacing children's car seats

If you have children's car seats fitted in your car and your car is involved in an accident or damaged as a result of fire or theft, we will pay up to £250 (after taking off any excess that applies to your policy) towards the cost of replacing them, even if they do not seem to be damaged. To be able to claim for your children's car seats, you must also provide evidence that your car has been damaged or stolen.

Young drivers or inexperienced drivers

If your car or any of its accessories and spare parts are damaged while it is being driven by a young driver or an inexperienced driver, you will be responsible for the first part of the cost, on top of any compulsory and voluntary excesses set out in your schedule, as shown below.

Young driver	Amount you pay
Under 21 years	£250
21 to 24 years	£150
Inexperienced driver	£150

You will not have to pay the amount stated if the damage is:

- caused by fire, theft, attempted theft or malicious damage; or
- limited to broken glass in the windscreen, (not including 'panoramic windscreens', which are larger than normal windscreens), back windscreen, sunroof or side windows of your car and any scratching caused by the broken glass.

Section 3 – Personal accident benefits

Definitions which apply to this part of the policy only

Expert medical specialist

A person other than you, a member of your family or an employee of yours, who is qualified as a consultant in the branch of medicine the injury relates to.

Permanent loss of sight

A person who has suffered permanent and total loss of sight in one or both eyes and has been added to the Register of Blind Persons by a fully qualified ophthalmic specialist.

What we will cover

We will pay up to £5,000 if you or your partner is accidentally injured in the European Union while travelling in or getting in or out of any car and this injury results in any of the following within three calendar months.

- Death.
- Permanent and total loss of sight in one or both eyes.
- Losing one or both arms (above the wrist) or legs (above the ankle) or the total loss of use of an arm or leg (an expert medical specialist must confirm this will be permanent).

The injury must be diagnosed, or the death certified, by a doctor registered to practise in the European Union.

We will pay up to £5,000 for each person for each accident.

If you or your partner has any other car insurance policy with us, we will pay the benefit under one policy only.

What we will not cover

Under this section we will not cover anyone for:

- injury or death resulting from that person committing suicide, attempting to commit suicide or deliberately injuring themselves;
- injury or death if the person claiming was committing a crime at the time of the accident; or
- injury or death if the person claiming had been under the influence of alcohol or drugs (apart from drugs prescribed by a doctor) at the time of the accident.

Section 4 – Personal belongings

What we will cover

We will cover loss of or damage to clothing and personal belongings caused by fire, theft, attempted theft or an accident while they are in or on your car.

The most we will pay for any one event is £200.

If the items which have been lost or damaged do not belong to you, you may ask us to pay the benefit to the actual owner. If the owners accept our payment, this will prove that we have paid the claim.

What we will not cover

We will not cover the following:

- Money, credit or debit cards, stamps, tickets, vouchers, documents or securities (such as share certificates).
- Goods or samples carried in connection with any trade or business.
- Wear, tear and loss in value.
- Property left in a convertible car unless it is stored in a locked boot or locked glove compartment.
- Property you leave in your car when it is unoccupied, and:
 - the car is unlocked;
 - the windows or sunroof are open; or
 - the keys are inside or on the car.
- Loss or damage to mobile-phone or electronic-navigation equipment.

Section 5 – Medical expenses

What we will cover

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

Section 6 – Broken windscreens and glass

What we will cover

We will cover the following:

- Replacing or repairing broken glass in the windscreen, back windscreen, sunroof or side windows of your car.
- Repairing any scratches on the bodywork caused by the broken glass, as long as there has not been any other loss or damage to your car.

What we will not cover

We will not cover the following:

- The amount of any excess shown in your schedule.
- VAT (if it applies).
- 'Panoramic windscreens' (these are larger than normal windscreens).
- Any amount greater than £150 if you do not use a windscreen supplier we approve. If you do not claim through Glassline, you can still claim under the policy but we will not pay more than £150 (after taking off the excess).

Section 7 – Hotel or travel expenses

What we will cover

If your car cannot be driven after an accident or loss covered by this policy, we will pay:

- up to £50 for each person travelling in your car to stay in a hotel for one night if you cannot continue your journey until the next day; or
- travel expenses of up to £100 in total for everyone who was travelling with you in your car.

The most we will pay for any one event is £100.

Section 8 – Lost or stolen car keys and replacing locks

What we will cover

If you lose your car keys or they are stolen, and we decide that it is necessary to replace the keys and locks to prevent your car from being stolen, we will pay for this as long as you did not leave them in or on your car when they were lost or stolen.

The most we will pay for any one event is £400. Your excess does not apply to this part of the policy.

Section 9 – Travelling abroad

What we will cover

Your policy automatically provides the cover you have chosen (comprehensive, third party fire and theft or third party only) within the territorial limits. See the 'Definitions' section.

Minimum cover outside the territorial limits

This policy also provides the minimum cover you need by law to use your car in any country not in the European Union which the Commission of the European Union approves as meeting the conditions of Article 7 (2) of the Directive on Insurance of Civil Liabilities arising from using motor vehicles (72/166/EEC).

If you need more than the minimum cover outside the territorial limits and we agree to give you this cover, as long as you pay any extra premium we ask for we will give you an international insurance certificate (Green Card) which proves you are insured for the time you will be away.

Customs duty and delivery costs

If your car is within the territorial limits, and is not fit to drive because of loss or damage covered by this policy and we agree beforehand, we will pay:

- the reasonable cost of delivering it to your address in the United Kingdom; and
- any customs duty you have to pay as a direct result of the loss or damage.

Section 10 – No claim discount

If you do not make a claim, we will allow you a no claim discount. You cannot transfer your no claim discount to another person.

You will not lose your no claim discount if:

- the only claim you make is under section 6 of this policy;
- the only claim you make is under section 1d of this policy;
- we can get back all the money we have paid to settle your claim from somebody else (for example, if an accident is not your fault and the other person's insurers admit full responsibility for it); or
- you have to make a claim because:
 - your car is hit by an identified driver who is not insured; and
 - the accident is completely their fault. (You will also not have to pay any excess in this circumstance.)

Section 11 – Temporary replacement car

When we will provide a replacement car

We will provide a replacement car, from a company we choose, if you make a claim under section 2 of this policy and:

- you have comprehensive cover;
- the loss or damage happens in the United Kingdom;
- we accept your claim;
- your car is being repaired by one of our partnership repairers;
- you agree to keep to all the repair company's conditions; and
- you are 18 years old or more at the time of the claim.

We provide the replacement car so you can still get about while your car is being repaired. It may not be the same size, type or value as your own car.

Your entitlement to a replacement car will end:

- when your car has been repaired and is ready for you to collect or for us to re-deliver to you; or
- after 28 days;

whichever is soonest.

When we will not provide a replacement car

We will not provide a replacement car if any of the following apply:

- If repairing your car would cost more than 60% of its market value and if we declare your car a total loss.
- If we offer to settle your claim under the new-car benefit clause in section 2 of this policy.
- If your car is stolen and not found.

If we have already provided a replacement car and any of the following happen, we will stop providing that car if:

- repairing your car would cost more than 60% of its market value and we declare your car a total loss; or
- we offer to settle your claim under the new-car benefit clause in section 2 of this policy.

Section 12 – Car sharing

What we will cover

Your policy also covers you for carrying passengers in your car who pay you to do so, as long as:

- your car is not built or adapted to carry more than eight passengers (not including the driver);
- you are not carrying the passenger as a business; and
- you are not making a profit from the passengers' payments.

Section 13 – Cover when your car is being serviced, examined or repaired

What we will cover

Your cover continues to apply to your car when it is being serviced, examined or repaired at premises involved in the motor trade.

At these times the limits about driving and using your car set out in your certificate of motor insurance will not apply, as long as it is only being driven or worked on by a motor trader or their employees.

If at the time a claim is made under this section any other policy exists that would cover the claim, we will pay only our share of the claim.

General exceptions under this policy

1 Car user

This policy does not apply when any car it covers is:

- being driven or used by anybody who is not allowed to do so under your certificate of motor insurance;
- being used for purposes not shown on your certificate of motor insurance;
- being driven with your permission by anybody you know has never held a driving licence or is disqualified from holding or applying for a driving licence;
- being driven by, or in the charge of, a person who is not complying with the conditions or limitations of their driving licence, unless we must provide cover under the Road Traffic Acts;
- towing a caravan, trailer or broken-down vehicle for payment; or
- towing more than one caravan, trailer or broken-down vehicle at any one time.

2 Contracts

This policy does not cover any liability you have under an agreement or contract, unless you would have had that liability anyway.

3 War

This policy does not cover any loss or damage caused by war, invasion (whether or not war is declared), revolution, military force, acts of terrorism or other hostile events, unless we must provide cover under the Road Traffic Acts.

4 Radioactivity

This policy does not cover any loss, damage or legal liability caused by:

- ionising radiation or radioactive contamination from nuclear fuel or from burning nuclear fuel; or
- radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

5 Using your car on airfields

We will not pay any claim for events that happen while your car is parked or is being driven in any area of an airport or airfield used for:

- moving, taking off or landing aircraft;
- parking aircraft or other ground equipment, and for maintaining and refuelling; or
- customs inspections at passenger terminals.

6 Pollution

Unless the law says otherwise, we are not liable for any loss, damage or liability caused by pollution or contamination unless the pollution or contamination is caused by a sudden, identifiable, unexpected and unintended event which happens at one time and place during the period of insurance. We will treat all pollution or contamination which results from one event as having happened at the same time the event took place.

7 Fraud

We will not pay any claim and all cover under the policy will end from the date you (or anyone acting for you):

- make a false or exaggerated claim or support your claim with forged or fraudulent documents or evidence; or
- deliberately cause the loss, damage or injury.

8 Riot

Apart from events covered under section 1, we will not cover any accident, injury, loss or damage that happens outside Great Britain, the Isle of Man or the Channel Islands that is caused by riot or civil commotion.

9 Earthquake

Apart from events covered under section 1, we will not cover any accident, injury, loss or damage caused by earthquakes.

10 Use on a racetrack

This policy will not cover loss, damage, injury or liability arising while your car is being used on a racetrack or for completing pre-paid laps of circuits such as the Nurburgring.

Conditions that apply to all of this policy

1 General

We will only provide the cover set out in this policy if you keep to all the terms and conditions of the policy.

2 Your duty

All the information given to us must be complete and correct as far as you know. You are responsible for making sure that information relating to all drivers the policy covers is complete and correct.

If we discover that you (or someone acting for you) deliberately gave us incomplete or false information, all cover under this policy will end. We will treat the policy as though it never existed and we will not pay your claim.

We may also recover any money we may have paid under this policy.

3 How to claim and how to tell us about claims which may be made against us

(In this condition only, you means you, your legal representative or anybody insured under this policy.)

You must give us, as soon as possible, full details of any event that could lead to a claim under this policy.

You must not:

- admit an accident is your fault;
- negotiate to settle any claim; or
- offer or promise anything without our permission in writing.

You must send us, unanswered, any documents you receive to do with the claim (or any accident or event which may lead to a claim).

If you know about any possible legal action or inquiries that might be carried out, you must tell us immediately in writing.

We may, in your name, take over and deal with a claim and try to recover from others any money we have paid out under this policy. At all times you must give us whatever help we need.

If the law of any country where you are covered by this policy says we must settle a claim which we would not otherwise have paid, we can ask you (or the person who caused the event) to pay us that amount.

4 Other insurance

If you are covered by any other policy for any claim, we will pay only our share of the claim (unless we say otherwise in this policy).

5 Taking care of your car

You must make sure that:

- your car is in a roadworthy condition and is safe to drive; and
- you do all you can to keep your car and its contents safe.

If your car is damaged by something covered under this policy, you must do whatever is necessary to protect your car and its accessories from further loss or damage.

If we ask, you must let us examine your car at any reasonable time.

Your car must have a current MOT certificate (if it applies).

6 Cancelling your cover

If this policy does not meet your needs, you have 14 days from the date you received your policy documents to cancel the policy and get a full refund. (We will not give you a refund if you have claimed for the total loss of your car or an incident has happened where you could make a claim for a total loss.)

To cancel your policy, please contact the insurance broker or intermediary who sold you your policy.

To get a refund, you must return this policy and any certificate of motor insurance or cover note.

If you want to cancel your policy after this 14-day period, you must write to tell us and send us your certificate of motor insurance at the same time. As long as you have not made a claim under the policy, we will refund the part of your premium that covers the rest of the period you would have been insured for. We will cancel your policy from the date we receive your certificate of motor insurance.

We or your insurance broker or intermediary, may cancel this policy by giving you seven days' notice in writing, which we will send by recorded delivery to the most recent address we have for you. You must send us the certificate of motor insurance before we can refund any premium.

If you sell or get rid of your car, you must tell us immediately. All cover under this policy will stop unless you replace your car and give us its details within seven days of getting rid of your old car.

Conditions that apply to all of this policy - *continued*

7 Settling disagreements

If we accept your claim under sections 2, 3, 4, 5, 7, 8 or 11 of this policy but we and you cannot agree the amount we should pay, we will pass the matter to an arbitrator to decide. The arbitrator is an independent person who we and you will appoint in line with the law in force at the time. You cannot take legal action against us before the arbitrator makes a decision.

8 Paying your premium

If you have not paid your premium, we will not provide cover from the date the premium was due.

If you claim under this policy and you are paying your premium under one of our credit schemes, we may take from your claim any amount you still owe us for the rest of the period your policy applies. The cover under this policy will continue until the renewal date unless your car is declared a total loss and you do not replace it or we do not agree to cover the replacement car.

9 Contracts (Rights of Third Parties) Act

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only you and we may enforce any of the terms of this policy. This will not affect any rights other people or organisations have under other laws.

10 Telling us about changes in your circumstances

Please tell us about any changes which may affect your cover. If you fail to do so, your policy may not be valid and we may not pay your claim.

For example, you must tell us if:

- you want to change the drivers insured under this policy;
- you move house or change the place you keep your car;
- you expect to do fewer or more miles each year;
- your name changes (for example, by marriage);
- you change your car or the owner of your car changes;
- you change what you use your car for (for example, you start using it for business purposes);
- you get a new job (full-time or part-time) or take on a second job;
- you make changes to your car (including fitting security devices); or
- you develop any physical or mental problem that affects your ability to drive.

This is not a full list. If you are not sure whether you need to tell us about a change in circumstances, tell us anyway.

Making a claim

If your car is involved in an accident or has been damaged or stolen, here's what to do.

We hope you'll find our service fast, efficient and friendly.

Call Claimline on **0870 240 1895** (or **0044 23 92205450** if you are phoning from outside the United Kingdom) as soon as possible. You can do this at any time of the day. (Calls from a BT landline cost no more than 8p a minute. Charges from other suppliers maybe different.)

You will need to tell us:

- your policy number or the number shown on your certificate of motor insurance;
- your personal details;
- the driver's personal details, if you were not driving your car; and
- full details of what happened, including the details of any other people or vehicles involved and any witnesses' names and addresses.

There is no need for you to fill in a claim form. Our staff will do this over the phone when you call Claimline.

However, we may send you the claim form so you can check the information we have recorded is correct.

We may arrange for one of our representatives to visit you to help us investigate your claim.

Getting your car repaired

If your car needs to be repaired, we have a network of partnership repairers across the United Kingdom who can arrange to start work on your damaged car as soon as possible. Simply call Claimline and we will contact the nearest repairer to you. You do not need to get estimates for the repair because we already have agreements in place with our repairers.

We can arrange to collect your car from your home and return it to you once it has been repaired. When your car has been repaired, you will need to pay the repairer the excess and any contribution that may apply.

We have chosen repairers carefully to make sure you receive the highest standard of repairs and service. All repairs carried out by repairers we approve are backed by a three-year warranty.

If you want, you can arrange for a repairer you choose to carry out the repairs. If you want to do this, you must send us a detailed repair estimate and full details of the accident before your repairer starts any work.

Temporary replacement car

For full details of this scheme, please read section 11 of this policy.

If your car is a total loss

If:

- your car cannot be repaired;
 - the cost of the repair is more than the market value of the car and its accessories; or
 - your car is stolen and not found;
- we will call it a total loss and it will become our property. You must send us its registration document (V5 or V5C).

If it is possible to do so, we will immediately move your car to a place it can be stored, so please make sure you remove all your belongings from the car.

For reasons of safety and to prevent fraud, insurers actively discourage policyholders keeping a vehicle that has been declared a total loss, and future insurance on these vehicles may not be available.

Documents you must send us to claim for a total loss

Before we can deal with your claim, you must send us:

- your certificate of motor insurance;
- the vehicle registration document (V5 or V5C);
- the MOT test certificate (if applies);
- all sets of car keys;
- details of any money you still owe for the car; and
- any other documents you may want us to take into account when valuing your car (such as the car's service history).

If possible, please also send us the receipt for your car. This will help us deal with your claim faster.

Please send the documents to us direct so we can pay your claim as soon as possible.

We will contact you to agree the market value of your car. From this value we will take off the amount of:

- any excess;
- any money you owe; and
- any premium you have not yet paid. You must still pay the full yearly premium because we have met all our responsibilities to you under the policy.

Making a claim - *continued*

If your car is stolen

If your car is stolen and is found, but it has been damaged, we will either repair it or treat it as a total loss as described above.

If the car is not found we will treat it as a total loss.

We place all claims for a total loss on a register shared by a range of insurance companies. This is to protect us against fraud.

Broken windscreens and glass

If you need to claim for a broken windscreen or broken glass, phone Glassline on **0800 854 454 (0044 23 9220 5450** if you are phoning from outside the United Kingdom) and show the repairer your current certificate of motor insurance when they repair the glass.

If you claim for a broken windscreen or broken glass, this will not affect your no claim discount as long as there is no other damage to your car (apart from any scratches on the bodywork caused by broken glass) and none of your belongings have been stolen from your car.

Glass damage can often be repaired but you need to phone Glassline as soon as possible. If you do not get the damage repaired as soon as possible, the damage is likely to spread until a much more expensive and time-consuming replacement is needed.

If your policy does not cover windscreen damage, by calling Glassline you may still qualify for a discount for standard items. However, you will need to pay the windscreen company in full when you get the windscreen repaired or replaced.

Personalised number plates

If your car is stolen and not found, or declared a total loss, you should contact the Driver and Vehicle Licensing Authority (DVLA) as soon as possible to transfer your number plate to a replacement car.

If you fail to do this, we may not be able to pay your claim as quickly as we normally would.

Claiming for 'uninsured losses'

When you make a claim, any costs which are not included under your policy (such as your policy excess) are known as 'uninsured losses'.

If you have an accident and it is not your fault, you may be able to claim these costs back from the other driver. Before you contact the other driver or their insurers direct you must tell us that this is what you plan to do.

You may have separate insurance that pays the costs of claiming for your uninsured losses. Please check your policy documents.

Our customer-care policy

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please contact the department where the problem started. Please tell us your name and your claim number or policy number and the reason you are complaining. We may record phone calls.

For complaints about claims, contact the Claims Centre Manager at:

Groupama Insurances
Personal Insurances Claims Centre
1 Port Way
Port Solent
Portsmouth
Hampshire
PO6 4TY.

Phone: **0870 240 1895** (Calls to Groupama 0870 numbers will cost no more than calls to 01 or 02 UK-wide numbers, and are usually included in inclusive landline minutes packages. Calls from mobile networks may cost more).

Fax: **023 9220 5495**

E-mail: **claims.care@groupama.co.uk**

For complaints about policy administration and documents, contact the Operations Manager at:

Groupama Insurances
Groupama House
60 Spring Gardens
Manchester
M60 1HU.

Phone: **0161 834 9888**

Fax: **0161 839 9143**

E-mail: **underwritingcustomerservice@groupama.co.uk**

If you are not happy with our response to your complaint, please write to our Chief Executive at:

Groupama Insurances
6th Floor
One America Square
17 Crosswall
London
EC3N 2LB.

Phone: **0870 850 8510** (Calls to Groupama 0870 numbers will cost no more than calls to 01 or 02 UK-wide numbers, and are usually included in inclusive landline minutes packages. Calls from mobile networks may cost more).

Fax: **020 7264 2860**

We promise to:

- acknowledge your complaint within five days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint when we respond to your complaint; and
- respond in full to your complaint within 28 days. If this is not possible for any reason, we will write to you to explain why we have not been able to respond quickly. We will also let you know when we will contact you again.

Financial Ombudsman Service

If you are still not happy with our final decision, you can pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

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

Phone: **0845 080 1800**

You can visit the Financial Ombudsman Service website at **www.fos.org.uk**

If you take any of the action mentioned above, it will not affect your right to take legal action.

Financial Services Authority

We are authorised and regulated by the Financial Services Authority. You can visit their website (www.fsa.gov.uk) which includes a register of all the firms they regulate, or you can phone them on **0845 606 1234**.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at **www.fscs.org.uk** or by phone on **0207 892 7300**.

Useful information

Protecting your car and belongings

Unfortunately, car crime is very common. However, you can help prevent car crime. It is a condition of your policy that you must do all you can to keep your car and its contents safe. If you do not do this, you may not be able to claim under this policy. We hope you find the following tips useful.

Close all windows, including the sunroof, when you leave your car – even if you are just leaving it for a short time.

Lock your car even if it is on your drive or in your garage or you are just leaving it for a short time (for example, at a petrol station). Do not forget to lock the boot.

Take the car keys with you. Never leave your keys in your car or leave the engine running, even if you are only leaving your car for a few minutes.

You should never leave your personal belongings on display in your car. If you cannot take them with you when you leave your car, lock them away in the glove compartment or boot.

Remove all radio, stereo and portable satellite-navigation equipment if possible when you leave your car.

Fit an alarm or immobiliser to your car and make sure you use it. Car thieves will often avoid cars that have an alarm or immobiliser.

You can find out how easy a car is to steal or break into by logging on to the 'new car security rating' website at www.ncsr.co.uk

If your car doesn't have an alarm or immobiliser fitted, you should consider fitting one approved by Thatcham, the Motor Insurance Repair Research Centre. You can find details of these devices at www.thatcham.org

Plan your journey to avoid having to stop in areas you don't know very well.

Park your car carefully. Where and how you park your car can be important for your safety and the security of your car. The 'Park Mark' safer parking award is given to parking areas if they achieve a standard of safety and security set by the police.

Log on to www.securedcarparks.com to find out where these car parks are.

If you can't find a secure car park:

- park in a well-lit area if you are parking at night; and
- if you are using a multi-storey car park, choose a space that is close to the exit and away from pillars. Always take your parking ticket with you.

Protect your alloy wheels by fitting locking wheel nuts approved by Thatcham.

At home, do not leave your car keys where a burglar can easily find them, such as on a hook or on a table. Thieves often break into houses just to steal the car.

If you have a garage, use it and lock it.

For more information, visit the crime prevention officer at your local police station or visit www.crimereduction.gov.uk

Protecting yourself and your passengers

The following tips should help you make sure you and your passengers are safe.

Use head restraints. Whiplash injuries often result in many days of pain and suffering. Injuries such as whiplash currently cost British insurers over £1 billion a year and account for over 80% of the total cost of personal injury claims.

To prevent whiplash, adjust your head restraint so it is as close to the back of your head as possible (it is best if your head touches the restraint). The top of the restraint should be as high as the top of your head.

You and the people travelling with you should check the position of your head restraints before every journey.

The 'new car whiplash ratings' website, www.ncwr.co.uk shows the ratings of head restraints in new cars available in the United Kingdom.

Remember, it's a head restraint – do not use it as a headrest.

Tiredness is thought to be a major cause of many road accidents. You should take a break for at least 15 minutes every two hours.

You should not use your mobile phone while driving. Making or receiving a call, even using a hands-free phone, can distract you from driving and could lead to an accident. It is now against the law to use a hand-held mobile phone. If you are caught, you could get three points on your licence and a £60 fine.

Wear seat belts. It is against the law not to wear a seat belt if one is fitted. Wearing a seat belt could keep you safe if you have an accident. Make sure you adjust the seat belt properly for your height and build.

The law provides a number of exemptions from wearing seat belts. These are based on medical and other reasons.

Please ask your doctor if you think you should not wear a seatbelt for medical reasons.

To be exempt for medical reasons, you must hold a 'Certificate of exemption from compulsory seat-belt wearing' issued by a qualified medical practitioner and you must show it to the police if they ask.

Child car seats

Since 18 September 2006, new laws apply to protect children in cars.

For full details of the new law, please go to www.thinkroadsafety.gov.uk/campaigns/child-carseats/pdf/law-leaflet.pdf or phone the Department for Transport on **020 7944 8300**.

What to do if you have an accident

If you are involved in an accident or your car is stolen, call Claimline on **0870 240 1895 (or 0044 23 92205450** if you are phoning from outside the United Kingdom). Lines are open 24 hours a day.

The following guidelines will help us to help you with your claim.

1 Stop your car if you:

- have an accident with another vehicle;
- hit a pedestrian;
- hit certain animals (for example, farm animals or dogs); or
- hit another person's property.

It is against the law to drive away.

2 Exchange all details

Make sure you get:

- the names, phone numbers and addresses of everyone involved (including any witnesses);
- the details of their insurance companies (including names and policy numbers if the people know them); and
- the registration numbers of the cars involved.

3 Show your certificate of motor insurance

- If someone is injured in the accident, you must show your certificate of motor insurance to anyone who has a good reason for asking to see it.
- You must also tell the police within 24 hours of the incident, and also show them your certificate of motor insurance.

4 Do not admit the accident was your fault or offer any payment

Accidents are stressful, but it is essential that you do not:

- admit you are to blame; or
- offer to pay anything;

as it could be difficult for us to manage your claim and may also affect your rights.

Please tell us if any other person admits the accident was their fault.

5 Write down all the facts

Write down all the facts of the accident as soon as possible, no matter how trivial the fact may seem at the time – these facts may help us prove your case.

- If possible, take a photo of the scene. It is a good idea to carry a small disposable camera in your car at all times.
- If you do not have a camera, draw a diagram of the scene. Show as much detail as you can – for example, the position of all the cars involved (before and after the accident), road names, road signs and markings, the width of the road, skid marks, where the witnesses were, and anything that was blocking your and other people's views.
- Write down what the weather was like, including whether it affected visibility (for example, fog) and the condition of the road.
- If anyone is injured, write down their name and their injury.

6 Letters and documents

You must send us all letters and documents you receive to do with the accident. Do not answer them yourself. Do not try to deal with any claim unless we have agreed this with you.

7 Theft

If your car or its contents are stolen, you must report it to the police as soon as possible.

8 Note

It will help speed up your claim if you have all your documents to hand when you make your claim, such as your:

- certificate of motor insurance;
- driving licence;
- vehicle registration document (V5 or V5C); and
- MOT test certificate (if it applies).

We will then guide you through the claims process.

**To make a claim, phone Claimline on 0870 240 1895.
(Calls to Groupama 0870 numbers will cost no more than calls to 01 or 02 UK-wide numbers, and are usually included in inclusive landline minutes packages. Calls from mobile networks may cost more.)**

**It is important that you only use these numbers to claim.
To claim for broken glass, phone Glassline on 0800 85 44 54
(0044 23 92205450 if you are phoning from outside
the United Kingdom).**

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