



Halifax House, Ferguson Street, Halifax, West Yorkshire, HX1 2PZ



Short Term Insurance - Consumer policy



INVESTOR IN PEOPLE



Provident Insurance plc is authorised and regulated by the Financial Services Authority

Provident Insurance plc Registered in England Number 877728
Registered Office: Lakeside House, Hebble Brook Business Park, Hays Lane, Halifax, HX2 8UL

Provident Insurance aims to continually reduce the impact of its activities on the environment

RDY-C03-0311

Contacting us

If **you** have questions about **your** policy, please contact **your** insurance agent.

To tell us about a new claim, please phone us on: Green Light Helpline – 0870 043 3668	To ask about a claim you have already reported to us, phone us on: 01422 286876
To report insurance fraud, please call the ABI Cheatline on 0800 328 2550 , for more information visit www.ifig.org	

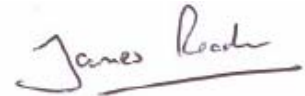
For **your** and **our** protection, and for training purposes, **we** may record or monitor phone calls.

Motor insurance policy

Thank you for choosing to insure with **us**. The policy is the contract between **you** and **us** and includes this booklet, the **schedule**, and the **certificate of insurance** and any **endorsements we** send to **you**. **You** have confirmed that all the information in the **proposal** is correct and **we** have relied upon this to provide **your** insurance. Please read all the documents carefully. If the policy does not give the insurance cover **you** want, please contact **us** straight away.

If **you** do not cancel the policy, **we** will provide insurance cover under the terms, conditions and exceptions of the policy within the **territorial limits** during any **period of insurance** for which **you** have paid or agreed to pay the premium and insurance premium tax.

You and **we** can choose the law that governs this insurance contract. Unless **you** and **we** agree differently in writing, English law will apply. **We** supply the policy documents only in English, and **we** will always communicate with **you** in English.

A handwritten signature in dark ink that reads "James Reader". The signature is written in a cursive style and is underlined with a single horizontal line.

James Reader
Managing Director
Provident Insurance plc

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Policy cover

The **schedule** shows the type of insurance cover that applies. The cover is comprehensive and unless an **endorsement** shows that certain sections of the policy do not apply to **your** insurance, then:

- All the sections and the general exceptions and conditions printed in this booklet apply;
- Please remember that wording in the **schedule** or in **endorsements** may change the terms of the insurance cover shown in this booklet.

Definitions

Throughout this booklet, certain words and phrases are printed in bold type. These words and phrases have the meanings set out below.

We, us, our	Provident Insurance plc.
You, your	The person, company or firm named as the insured in the schedule .
Schedule	The schedule forms part of the policy and contains details of you and your vehicle and particular features of the insurance. We will send you a replacement schedule each time your vehicle or other features of the insurance are changed.
Certificate of insurance	The certificate of insurance proves that you have motor insurance needed by law. The certificate forms part of the policy and shows the people allowed to drive your vehicle and the purposes for which your vehicle can be used.
Civil partner	The person who you have entered into a legal civil partnership with as defined in the Civil Partnership Act 2004 (A civil partnership is a formal arrangement that gives same-sex partners the same legal status as a married couple).
Proposal	The information you gave in your application for this insurance. This includes information given in writing (or spoken) by you or by someone on your behalf.
Period of insurance	The length of time the insurance cover is in force as shown in the schedule and due to the short term nature of the cover will not exceed 28 days.
Insured driver	A person shown on the certificate of insurance as a person allowed to drive your vehicle and who is not excluded from driving under the conditions and exceptions of the policy or in an endorsement to the policy.
Your vehicle	The insured vehicle shown on the certificate of insurance including any standard tool kit the manufacturer has supplied with it, and accessories permanently fitted to it. However, this does not apply to accessories shown under 'What is not covered' in policy section 1.
Territorial limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man including transporting your vehicle by sea between their ports.
Your husband or wife	The person you are legally married to (not your partner).
Excess	The first part of a claim which you must pay. More than one excess can apply to your policy as shown in your schedule . You must pay all excesses that apply as the first part of any claim.
Endorsement	Wording which changes the terms of the policy or features of the insurance cover. Endorsements form part of the policy. The endorsement wording is printed in the schedule or in a separate document we send to you .
Insured value	The value of your vehicle that you told us when you arranged this insurance. The value is shown in the schedule .
Market value	The cost of replacing your vehicle with one of the same make, model, specification, year, mileage and condition. In assessing the market value of your vehicle, we may refer to insurance industry recognised guides of vehicle values as well as searching for available vehicles being offered for sale to the general public.
Road Traffic Acts	The laws which include details of the minimum motor insurance cover needed in the territorial limits .

Policy section 1 - Loss of or damage to your vehicle

What is covered

We will insure **you** against loss of or damage to **your vehicle** caused by:

- accident or malicious damage;
- fire; or
- theft or attempted theft.

If **your vehicle** is damaged so that it cannot be driven safely and the damage is covered by this policy, **we** will pay the reasonable cost of moving **your vehicle** to the nearest repairer or to the nearest place where it can be stored safely. If the repairer is within the **territorial limits**, **we** will also pay the reasonable cost of returning **your vehicle** to **your** address after it has been repaired.

Settling claims

We will choose whether to repair or replace **your vehicle** or any parts, or to pay **you** a cash amount to settle **your** claim. If **we** choose to repair **your vehicle**, **we** may decide to use suitable parts which are not supplied by the original manufacturer. If a repair improves the condition of **your vehicle**, **we** may ask **you** to pay part of the repair cost.

We will pay up to the **market value** of **your vehicle** (as it is at the time of the loss or damage), but **we** will not pay more than the **insured value**.

If **we** choose to pay **you** a cash amount to settle **your** claim and **you** are still paying for **your vehicle** under a finance agreement, **we** will first pay the finance company and then pay any amount that is left over to **you**.

We will pay the cost, but only up to £500, to replace or repair audio equipment, if the equipment was supplied and fitted as standard when **your vehicle** was first registered. **We** will pay nothing in relation to the replacement or repair of audio equipment which was not supplied and fitted as standard when **your vehicle** was first registered.

Any payment under this policy in respect of loss or damage to **your vehicle** will be made to the legal owner.

What is not covered

We will not pay for the following.

- Loss of use of **your vehicle**, loss of value including loss of value because of damage whether **you** have it repaired or not, wear and tear, damage to tyres caused by punctures, cuts or bursts, or damage caused by any mechanical, electrical, electronic chip or computer software breaking or failing to work properly.
- Damage caused by frost, unless **you** have followed the manufacturer's instructions to avoid liquid freezing in **your vehicle**.
- Loss or damage to **your vehicle** caused by the wrong type or grade of fuel being used.
- Loss or damage if **your vehicle** is taken or driven without **your** permission by **your** employee or by a member of **your** family or by a person living in **your** home or by a person in a close personal relationship with **you** such as **your** girlfriend or boyfriend, unless there is evidence that they are being prosecuted for taking **your vehicle**.
- Loss or damage if **your vehicle** is taken or driven by a person who got **your** permission by pretending to be a buyer for **your vehicle** or by offering to sell it for **you**.
- Loss or damage caused by theft or attempted theft while nobody is in **your vehicle**, unless all the doors, windows and other openings are closed and locked, the vehicle's keys and any other door or ignition unlocking devices such as electronic fobs or cards are removed, and the vehicle's electronic or mechanical security devices are set.
- Loss of or damage to communication systems, phones, radar detectors, televisions, DVD players, satellite navigation systems, portable navigation equipment or similar equipment.
- Any amount over £500 to replace or repair audio equipment, if the equipment was supplied and fitted as standard when **your vehicle** was first registered.
- Loss or damage as a result of a deliberate act by anybody insured under this policy.
- Any extra costs resulting from parts or replacements for **your vehicle** not being easily available in the United Kingdom.
- The amount of any **excess** applying to claims under this section of the policy.

Please also read the general exceptions and general conditions of the policy.

Policy section 2 - Legal liability to other people

What is covered

We will cover **your** legal liability for the death of or bodily injury to any person and damage to property caused by:

- **you** using or driving **your vehicle**;
- an **insured driver** driving **your vehicle** for social, domestic and pleasure purposes with **your** permission;
- any person using (but not driving) **your vehicle** for social, domestic and pleasure purposes with **your** permission;
- any passenger travelling in **your vehicle**, or getting into or out of **your vehicle**, with **your** permission;

We will also cover the legal liability of the legal personal representatives of any person who has died and who was covered by this section of the policy for causing death, bodily injury or accidental damage.

We will also pay:

- legal costs and expenses which **we** have previously agreed and which arise from any coroner's inquest, fatal accident inquiry or police prosecution in connection with an accident covered by this policy;
- the cost of emergency treatment to injured people if the **Road Traffic Acts** say that the payment must be made; and
- liability to other people when **your vehicle** is being used for towing any single trailer or caravan or broken-down vehicle while it is attached to **your vehicle** and if allowed by law, unless **you** are being paid to tow the attached vehicles.

What is not covered

We will not pay for the following.

- Loss of or damage to any vehicle or property that belongs to, or is in the care of, any person, company or firm claiming under this policy section.
- Loss of or damage to any property being towed by, carried on, loaded on, or unloaded from **your vehicle**.
- Loss of or damage to any trailer, caravan or vehicle (or to any property in the trailer, caravan or vehicle) being towed by **your vehicle** or being towed by a vehicle being driven by **you**.
- Loss or damage or liability which is the responsibility of the person driving or steering any vehicle being towed by **your vehicle** or being towed by a vehicle being driven by **you**.
- Any liability which is covered under another insurance policy.
- Any liability for pollution or contamination unless it is caused by a sudden event which was not deliberate and not expected to happen.
- Any amount over £1,000,000 for pollution or contamination as a result of any claim, or series of claims caused by one event.
- Any amount over £1,000,000 for damage to other people's property (including any related indirect loss or damage) and any amount over £1,000,000 for related legal costs and expenses as a result of any claim, or series of claims caused by one event.
- Any legal costs or other amounts that **you** pay or agree to pay, or that any person, company or firm claiming cover under this policy section pays or agrees to pay, without first getting **our** agreement.
- Any liability for loss, damage, death or injury that happens anywhere other than on a road and involves anyone, other than the insured driver or a passenger in **your vehicle**, bringing property to **your vehicle** for loading or taking property away from **your vehicle** after unloading.
- Any liability for death or injury to an employee which arises out of or in the course of their employment by **you** or by another person, company or firm covered by this section of the policy. However, **we** will give the minimum cover needed under the **Road Traffic Acts**.

Please also read the general exceptions and general conditions of the policy.

Policy section 3 - Foreign travel

Compulsory insurance cover outside the territorial limits

Your policy provides the minimum cover **you** need by law for civil liability to other people while **your vehicle** is used in:

1. any country which is a member of the European Union; or
2. any other country which the Commission of the European Union approves as meeting the requirements of Article7(2) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number. 72/166/ CEE). These countries are named on **your certificate of insurance**.

If the minimum insurance needed by law in Great Britain is higher than the minimum needed in the country where **your vehicle** is being used, **we** will provide the minimum needed in Great Britain. **You** do not need a 'green card' to take **your vehicle** to the countries described above if **you** take **your certificate of insurance** with **you**.

Full policy cover outside the territorial limits

If **we** have agreed and **you** have paid an additional premium, the insurance that applies to **your vehicle** in the **territorial limits** will also apply during the **period of insurance** while you are using **your vehicle** in the countries referred to at 1 and 2 above, as long as:

- **your vehicle** is taxed and registered in the United Kingdom;
- **your vehicle** is normally kept in the United Kingdom; and
- **you** keep a permanent home in the United Kingdom.

Your policy provides cover while transporting **your vehicle** by rail or a recognised sea route (including loading and unloading) between the countries as described at 1 and 2 above.

We do not offer insurance if **you** visit countries that are not described at 1 and 2 above.

We will pay customs duty if **your vehicle** is damaged and the damage is covered by this policy and **your vehicle** cannot be returned to the United Kingdom.

What is not covered

What is not covered under section 1 and 2, is not covered under this section either (please see pages 7 and 8). Please also read the general exceptions and general conditions of the policy.

Policy section 4 - Personal belongings

What is covered

We will pay up to the personal belongings limit shown in the **schedule** for loss of or damage to personal property in **your vehicle** caused by a motor accident, fire, theft or attempted theft. If a personal belongings limit is not shown in the **schedule**, **we** will pay up to £50.

What is not covered

We will not pay for the following.

- Loss of or damage to money, jewellery, phones, cameras and their accessories, stamps, tickets or documents.
- Loss of or damage to goods or samples carried in connection with any business.
- Theft of personal belongings, unless they are hidden in a glovebox or luggage compartment and **your vehicle** is locked when it is unattended.
- Theft of personal belongings from a soft-topped or convertible vehicle unless they are stolen from a locked boot or locked glove compartment.
- Loss or damage due to wear and tear or loss in value.
- Theft of personal belongings unless all doors, windows and other openings on **your vehicle** are locked, and it is broken into by force.
- Loss of or damage to property that is covered under any other policy.
- The amount of any **excess** applying to claims under this section of the policy.

Please also read the general exceptions and general conditions of the policy.

Excesses

Compulsory excess

If **your vehicle** or any part of its accessories or spare parts are lost or damaged as a result of accidental damage, fire, theft, attempted theft or malicious damage, **you** will be responsible for the first part of the cost as shown in **your schedule**. **You** must pay the compulsory excess as well as any other excesses that apply to **your** policy.

Voluntary excess

If **your vehicle** or any of its accessories or spare parts are lost or damaged, as a result of accidental damage, fire, theft, attempted theft or malicious damage, **you** will be responsible for the first part of the cost as shown in **your schedule**. **You** must pay the voluntary excess as well as any other excesses that apply to **your** policy.

More than one **excess** can apply to **your** policy as shown in **your schedule** and **you** must pay all excesses that apply as the first part of any claim. Other excesses that may also apply are described below.

- ***Young driver excess***

If **you** make a valid claim under this policy involving a driver who is under the age of 25 at the time of the claim, **you** must pay an extra excess, as well as any other excesses shown in **your schedule**.

General exceptions

This policy will not provide cover or benefits under the following circumstances.

- 1 **We** will not pay for any loss, damage or liability which arises while the vehicle covered by the **certificate of insurance** is being:
 - used for a purpose which is not allowed by the current **certificate of insurance**;
 - driven by, or is in the charge of, a person who has **your** permission to drive and who is not an **insured driver**;
 - driven by a person who does not hold a driving licence, unless the person has held and is not disqualified from holding or getting a licence;
 - driven by a person who is not keeping to the conditions of the driving licence they hold or are entitled to hold;
 - used to take part in a crime;
 - used in a place used for aircraft taking off, landing, parking or moving including airport service roads that the general public are not allowed to use;
 - used in a race, speed trial, rally, track day or similar motor sporting event; or
 - used in an unsafe or unroadworthy condition.

- 2 **We** will not pay for any legal liability which arises under a contract or agreement unless the person, company or firm claiming cover under this policy would have had that liability if the contract or agreement had not existed.

- 3 **We** will not pay for any loss, damage or liability which is the direct or indirect result of the following.
 - War, revolution or any similar event.
 - Actual or threatened terrorism or any similar event, or action to control, prevent or stop any terrorist event. (Terrorism is any illegal action involving violence, force or danger to people or property that appears to be intended to:
 - cause fear among the people of a country or state;
 - disrupt any part of the economy of a government, country or state; or
 - affect the policy or conduct of a government.)
 - Earthquake, riot or civil disturbance outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
 - Ionising radiation or radioactive contamination from any nuclear fuel or from nuclear waste.
 - The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
 - Pressure waves caused by aircraft or other flying objects travelling at or above the speed of sound.
 - The commercial transportation of bulk hazardous materials such as:
 - liquefied petroleum or gasoline;
 - chemicals or gases in liquid, compressed or gaseous forms; and
 - high explosives such as nitro glycerine, dynamite or any other similar explosive.
 - Anything harmful contained in any goods or property being towed by, carried on, supplied from, loaded on, or unloaded from **your vehicle**.
 - Any harmful or incorrect medical treatment or help given at or from **your vehicle**.However, **we** will provide the cover needed under the **Road Traffic Acts** for the events shown above.

- 4 **We** will not pay for any loss, damage or liability for which legal proceedings have been brought or judgement given in a court outside the United Kingdom, unless the proceedings or judgement are in a foreign country because **your vehicle** was being used in that country and **we** had agreed to provide insurance in that country.

General conditions

1 **Your duty**

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

- **you** and any person, company or firm claiming cover under the policy keep to the conditions of the policy; and
- the **proposal** does not contain any fact or declaration which is not true, and **you** have told **us** about any circumstances likely to affect **our** decision to accept **your** application for insurance cover.

2 **Other insurance**

If any other insurance policies cover the same loss, damage or liability as this policy, **we** will not be liable under this policy.

3 **Taking care of the vehicle and any trailer or caravan towed by the vehicle**

You and any other person, company or firm insured by the policy must take all reasonable steps to prevent loss of or damage to any vehicle insured by the policy and to keep the vehicle and any trailer or caravan towed by the vehicle in a safe and roadworthy condition. **We** may examine the vehicle, trailer or caravan at any time.

4 **Our right of recovery**

If **we** have to settle a claim under the law of any country and **we** would not have paid that claim under the terms of the policy, **we** can get back from **you** the amount of any payment **we** have to make.

5 **Claim procedure**

After any loss, damage or accident, **you** and any person, company or firm insured by the policy must:

- report the incident to **us** within 48 hours by phoning **our** Green Light claims helpline on **08700 043 3668**;
- give **us** all the information and help that **we** ask for;
- send **us** every letter, claim, writ or summons immediately without answering it; and
- tell **us** immediately if there is to be a prosecution, inquest or other court proceedings.

6 **Defending or settling a claim**

You and any person, company or firm insured by the policy must not admit liability for any loss or damage, or make any offer to pay any claim.

We are entitled to decide exactly how to carry out any legal proceedings or settle any claim and to:

- take over and defend or settle any claim in the name of any person, company or firm insured by the policy; and
- take legal action in **your** name, or in the name of any person, company or firm insured by the policy, to get back any payment **we** make.

7 **Fraud**

We will not pay for any loss, damage or liability if **you** or any person, company or firm insured by the policy makes a claim that is dishonest or exaggerated, or makes a false statement or provides false documents to support a claim.

8 **Car sharing**

This policy does not insure anyone to use **your vehicle** for hire or reward. However, if passengers in **your vehicle** make a payment towards the cost of a journey, **we** will not class this as use for hire or reward if:

- **your vehicle** is not designed or adapted to carry more than seven people including the driver;
- the passengers are not being carried in the course of a business of carrying passengers; and
- the total of the payments made by all the passengers does not include a profit.

9. **Cancelling your policy**

You may cancel the policy at any time by telling **us**, or **your** insurance agent, in writing and returning the **certificate of insurance** to **us**. Due to the short term nature of the policy, there will be no return of premium.

We, or **our** insurance agent, may cancel this policy by giving **you** seven days notice in writing to **your** last known address. If **we** do this, part of **your** premium may be returned. If **we**, or **our** insurance agent, cancel this policy because **you** have not paid the premiums on time, **we** will not refund any part of the premium **you** have already paid and will work out any premium **you** owe **us**.

General conditions

10. *Changes in circumstances*

You must tell **us**, as soon as possible, about any change in circumstances likely to affect **our** decision to continue the insurance. Examples of these changes are:

- any changes to **your vehicle**, including engine modifications and changes such as fitting alloy wheels, spoilers or skirts;
- any problem to do with the health of any person who will drive **your vehicle**;
- a motoring accident, insurance claim, motoring conviction or fixed penalty offence involving any person who will drive **your vehicle**;
- changes in the ownership or use of **your vehicle** or in the job of any person who will drive **your vehicle**;
- changes to **your** address or the address where **your vehicle** is usually kept; and

If a person whose details **you** have not already given **us** is likely to drive **your vehicle**, **you** must give **us** their full details.

11. *Impounded Vehicles*

This insurance policy cannot be used for the purpose of recovering an impounded vehicle.

12. *Road Fund Licence (car tax)*

This insurance policy cannot be used for the purpose of obtaining a Road Fund licence.

Complaints procedure

We will be pleased to send you a copy of our procedures for handling complaints if you ask us. If you arranged your insurance through an insurance broker and **you** are not satisfied with their service, please contact their managing director. If you are not satisfied with **our** service, please let us know straight away by phoning us on 01422 331166. If **you** want to make a complaint in writing or **you** need more help, please contact **our** Customer Relations Officer at:

Customer Relations
Provident Insurance plc
Halifax House
Ferguson Street
Halifax
West Yorkshire HX1 2PZ.
Fax: 01422 438488
E-mail: Customer.Relations@ProvidentInsurance.co.uk

Please tell us **your** claim reference number, **your** policy number or **your** insurance certificate number when you contact **us**. Please also give **us your** daytime and evening phone numbers. For **your** and **our** protection, and for training purposes, **we** may record or monitor phone calls.

If **you** are not satisfied with **our** final response to your complaint, or if **we** have not given you **our** final response within eight weeks, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR.
Phone: 0845 080 1800
Website: www.financial-ombudsman.org.uk

The FOS will only deal with your complaint if you are a private policyholder, a business with a group turnover each year of less than £1,000,000, a charity with an income each year of less than £1,000,000 or a trustee of a trust with a net asset value of less than £1,000,000.

Your legal rights are not affected if **you** take any of the steps shown above.

Other important information

Information relating to **your** insurance policy will be added to the Motor Insurance Database (MID), managed by the Motor Insurers' Bureau (MIB). The police, the DVLA, the DVA, the Insurance Fraud Bureau and certain other authorised organisations may use the MID and the information stored on it for purposes including:

- electronic licensing;
- continuous insurance enforcement (to reduce the number of people driving without insurance);
- enforcing the law (preventing, detecting, cautioning or prosecuting offenders); and
- providing government services or other services aimed at reducing the number of uninsured drivers.

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

People (including citizens of other countries) making an insurance claim following a road traffic accident (and their appointed representatives) may also get relevant information which is held on the MID. **You** can find out more about this from us, or at www.mib.org.uk.

It is vital that **your** correct registration number is shown on the MID. If it is not, **you** are at risk of having **your vehicle** seized by the police. **You** can check that **your** correct registration number is shown on the MID at www.askmid.com.