



## Our Contract With You

This Private Motor Policy is a contract between **us** and **you**.

The information **you** have given **us** or that was provided on **your** behalf forms the basis of this contract.

Based upon the information **you** have provided in the statement of facts that **we** have relied upon, **you** agree to pay **us** the premium and **we** agree to provide insurance as shown in this Private Motor Policy, the **certificate** and **schedule** and any subsequent amendments.

This Private Motor Policy, the statement of facts, the **certificate** and the **schedule** and any subsequent amendments make up this contract and together they will form **your** policy.

**You** must read all these documents to make sure **you** have the cover **you** need.

The **period of insurance** is for a fixed period shown on **your schedule**. At the end of this period, renewal may be offered with any changes to the Private Motor Policy wording and premium. **We** will advise **you** of those changes in writing before the end of the fixed period. **We** reserve the right not to invite renewal of this Private Motor Policy and **you** may choose not to accept **our** invitation to renew.

### Policy Cover

If the cover shown in your schedule is:

- **comprehensive** - all Sections of the policy apply;
- **third party fire and theft** - Section A applies when it relates to loss or damage resulting from fire or **your** car being stolen or taken without permission, and section B, C sub-section 3, D and E apply.
- **third party only** - Section B, D and E only apply.

Unless **we** have agreed differently, this Private Motor Policy is subject to English Law and to the exclusive jurisdiction of the English Courts.

This Private Motor Policy is underwritten by Westminster Motor Insurance Association Ltd., 21 Buckingham Palace Road, London, SW1W 0PN

J.A. Van Tonder  
Chief Executive  
Westminster Motor Insurance Association Ltd.

Westminster Motor Insurance Association Limited is authorised and regulated by the Financial Services Authority.



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# Private Motor Policy Definitions



The words and phrases defined have the same meaning wherever they are used in this Private Motor Policy, the **certificate** or the **schedule** and are highlighted throughout in bold print.

## Definitions of Words

### Accessories

Supplementary parts of **your car** not directly related to its function as a vehicle. This includes: audio equipment, in car entertainment, communication, navigational and telephone equipment, all of which are an integral part of **your car** and can not operate independently of **your car**.

### Certificate

The document headed Certificate of Motor Insurance bearing the same policy number as the **schedule**.

The **certificate** is the document that is written evidence that **you** have insurance in force that complies with the applicable law.

The **certificate** sets out who may drive **your car** and for what purpose.

### Glass Excess

The amount shown in Section A (4) that **you** have to pay towards any claim for the replacement of the windscreen or windows of **your car**.

This amount does not apply if the windscreen of **your car** is repaired.

### Insured Driver

**You** and/or any other person permitted by the **certificate** to drive or use **your car**.

### Insured Person

Any **insured driver** and / or:

- the employer or partner of any person whose business use is permitted by **your certificate**;
- at **your** request any person getting into or out of, or travelling in **your car**;
- at **your** request the owner of the vehicle, if it is someone other than **you**.

### Market Value

The cost of replacing **your car** and its **accessories**, as far as may be practical, with those of the same make, model, specification, condition and mileage.



The words and phrases defined have the same meaning wherever they are used in this Private Motor Policy, the **certificate** or the **schedule** and are highlighted throughout in bold print.

## Definitions of Words

### Period of Insurance

The period from the effective date of this Private Motor Policy to the renewal date shown on the **schedule** for which **you** have paid and **we** have accepted the appropriate premium.

### Policy Excess

The amount shown in the **schedule** that **you** have to pay towards any claim for loss or damage to **your car**.

### Schedule

The form which contains **your** details and the cover provided for **your car** for which this Private Motor Policy is in force.

### Spouse

**Your** husband or wife permanently living at the same address as **you** and sharing personal financial responsibilities with **you**.

### United Kingdom

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

### We/Us/Our

Westminster Motor Insurance Association Limited.

### Your Car

The motor vehicle with the registration number specified on **your schedule** and **certificate**.

### You/Your/Yourself

The person or persons named in the current **schedule** as the policyholder.



## Section A - Loss Or Damage To Your Car

### We cover

#### 1. Physical Loss or Damage

The cost of repair or replacement for loss or damage occurring in the **period of insurance** to:

- **your car**;
- **accessories** and spare parts or components, whether on or in **your car** or in **your private garage**, but only if lost or damaged at the same time as **your car**.

If **your car** is damaged or stolen **we** will, at our discretion,

- a) pay the cost of repairing any damage to **your car**
- or b) pay an amount in cash equivalent to the value of any loss or damage to **your car**
- or c) pay the cost of replacing **your car** or any part thereof which has been lost or damaged, with one of a similar type and in similar condition. The replaced item will then become **our** property.

The maximum amount **we** will pay will be the **market value** immediately prior to the loss or damage.

If, to our knowledge, **your car** belongs to somebody else or is the subject of a hire purchase or leasing agreement **we** will make any payment to the legal owner.

The maximum amount **we** will pay for audio/visual equipment, computer or computer games, telecommunications and navigational equipment is £500, unless it is standard equipment for **your car** when built.

**We** will pay the reasonable cost of taking **your car** to the nearest suitable repairer and, after repair, to **your address** as shown in the **schedule**.

#### 2. New Car Replacement

**We** will replace **your car** with a new one of the same make, model and specification (provided it is still available in the **United Kingdom**), if within 12 months of the date of first registration as new and **you** have been the first and only registered keeper

- **your car** is stolen and not recovered or;
- the cost of repair or damage covered by this Private Motor Policy exceeds 60% of the **United Kingdom** list price inclusive of car tax and VAT, when **your car** was new.

the stolen or damaged **car** will then become **our** property.

#### 3. Towing and Delivery Charges

If **your car** is disabled during the **period of insurance** through loss or damage insured under this section A, **we** will pay:

- the reasonable cost to protect **your car** and remove it to the nearest repairers;
- the reasonable cost of delivery after repairs have been carried out to **your United Kingdom** address shown in the **schedule**.

### We do not cover

(Also please see General Exceptions on pages 12-13)

#### • The **Policy Excess**

- In addition the following excesses also apply:

£200 whilst **your car** is being driven by or in the charge of an insured driver under the age of 25 or an insured driver who holds a provisional licence or has held a full UK licence for less than 12 months

- Damage to tyres caused by braking or by punctures cuts or bursts
- Loss or damage as a result of theft whilst the ignition keys have been left in or on **your car**
- Mechanical, electrical, electronic or computer fault, failure, malfunction or breakdown
- Loss of use or consequential loss of any kind
- Any reduction in the **market value** of **your car** following repair
- Wear and tear or depreciation
- That part of the cost of any repair or replacement which improves **your car** beyond its condition before the loss or damage occurred
- The cost of parts in excess of the manufacturer's last United Kingdom list price
- Loss or damage to **your car** as a result of fraud or trickery of any kind
- Cassette tapes and compact discs
- Loss or damage as a result of confiscation or detention by Customs or other officials, any government public or local authority
- Loss or damage caused by moth, vermin, insects or infestation or by domestic pets
- Any gradually operating cause



## Section A - Loss Or Damage To Your Car

We cover	We do not cover (Also please see General Exceptions on pages 12-13)
<p><b>4. Glass in Windscreens and Windows</b></p> <p>If the windscreen or windows of <b>your car</b> are damaged during the <b>period of insurance</b>, we will pay for the cost of replacement or repair and the repair of any resulting scratching to surrounding bodywork.</p>	<ul style="list-style-type: none"> <li>• <b>Glass Excess</b> - The first £60 of any claim where the windscreen or window is replaced</li> <li>• Loss or damage to sunroofs. (These are covered under Section A, sub-section 1 - "Physical Loss or Damage.")</li> </ul>
<p><b>5. Replacement Locks</b></p> <p>If the car keys or lock transmitter of <b>your car</b> are stolen during the <b>period of insurance</b> we will pay for the cost of replacing:</p> <ul style="list-style-type: none"> <li>• the door locks and / or boot lock;</li> <li>• the ignition / steering lock;</li> <li>• the lock transmitter and central locking interface.</li> </ul> <p>The maximum amount we will pay is £350.</p>	
<p><b><u>How to Make a Claim</u></b></p> <p>In the unfortunate event that you need to make a claim under any section of this policy then please contact us immediately on <b>028 9332 9332</b> (24 hour service).</p> <p>A Claims Advisor will record details of the incident and will start sorting out <b>your</b> problem immediately. <b>Our</b> Claims Advisor will confirm:</p> <p>whether <b>your</b> policy covers <b>you</b> for the incident;</p> <p>what <b>you</b> will have to pay;</p> <p>all the steps involved in <b>your</b> claim being settled.</p>	



## Section B - Liability To Others

### We cover

#### 1. Legal Liability to Others

We will pay the amount of damages, claimant's costs and expenses and any other costs agreed between us in writing arising from:

- death or bodily injury to any person;
- accidental damage to the property of any person;

for which the **insured person** is liable at law resulting from an accident during the **period of insurance** involving **your car**.

#### 2. Driving Others Cars

If **your certificate** permits **you** to drive a vehicle that is not:

- owned by **you**; or
- hired to **you** under a hire purchase or leasing agreement;

we will pay the amount of damages, claimant's costs and expenses plus any other costs agreed between us in writing arising from:

- death or bodily injury to any other person;
- accidental damage to the property of any other person;

for which **you** are liable at law resulting from an accident during the **period of insurance** involving any borrowed vehicle.

#### 3. Legal Costs and Expenses

We will pay the following costs and expenses arising from an accident occurring during the **period of insurance**, as agreed in writing, which may result in a claim under this insurance:

- solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or court of summary jurisdiction;
- reasonable legal costs for defending a charge of manslaughter or reckless driving causing death.

### We do not cover

(Also please see General Exceptions on pages 12-13)

- Loss or damage caused by an insured person to their own property, or property for which they are responsible, or which is in their custody or control.
- Loss or damage to **your car** or any borrowed vehicle.
- Death or bodily injury to any person arising out of that person's employment by an **insured person**.
- Any decision of a court outside of the **United Kingdom**, unless the proceedings are brought or judgement is given in a foreign court solely because **your car** was used in that country and **we** had agreed to cover it there.
- any amount exceeding £10,000,000, inclusive of costs and expenses, in respect of loss or damage to property for any claim or series of claims arising from one event.

- Loss or damage caused by **you** to **your** own property, or property for which **you** are responsible, or in **your** custody or control.
- Loss or damage to **your car** or any borrowed vehicle.
- Death or bodily injury to any person arising out of that person's employment by an **insured person**.
- Any decision of a court outside of the **United Kingdom**, unless the proceedings are brought or judgement is given in a foreign court solely because **your car** was used in that country and **we** had agreed to cover it there.
- Any legal costs and expenses that are covered under another policy of insurance.
- any amount exceeding £10,000,000, inclusive of costs and expenses, in respect of loss or damage to property for any claim or series of claims arising from one event.

- Loss or damage caused by **you** to **your** own property, or property for which **you** are responsible, or in **your** custody or control.
- Loss or damage to **your car** or any borrowed vehicle.
- Death or bodily injury to any person arising out of that person's employment by an **insured person**.
- Any decision of a court outside of the **United Kingdom**, unless the proceedings are brought or judgement is given in a foreign court solely because **your car** was used in that country and **we** had agreed to cover it there.
- Any legal liability that is covered under another policy of insurance.



## Section C - Additional Covers

### We cover

#### 1. Personal Accident

If **you** or **your spouse** suffers from injury as a result of an accident occurring during the **period of insurance**:

- in direct connection with **your car**;
- while getting into, out of, or travelling in any other private car not belonging to **you** or hired to **you** under a hire purchase agreement;

and within three months of the date of the accident, the injury is the sole cause of:

- death;
- total and permanent loss of all sight in one or both eyes;
- total loss of one or more limbs, hands or feet;
- total and permanent loss of use of one or more limbs or hands or feet;

**we** will pay a lump sum of £5,000 for each person following any one accident.

If **you** or **your spouse** have any other motor insurance with **us**, the maximum payment **we** will make is limited to £5,000.

### We do not cover

(Also please see General Exceptions on pages 12-13)

- Injuries arising if:
  - the injured person is over the age of 70 years;
  - the injury is as a result of intentional injury, suicide or attempted suicide;
  - caused by earthquake;
  - caused by riot or civil commotion, other than in the **United Kingdom**.

#### 2. Personal Belongings

**We** will pay for accidental loss or damage to personal belongings occurring during the **period of insurance** while in or on **your car**.

The maximum amount **we** will pay is £100 in respect of any claim or claims arising from one occurrence.

- mobile telephones
- compact discs or cassettes
- Money, stamps, tickets, documents and securities.
- Personal belongings in an open top or convertible car unless in a locked boot or locked glove compartment.
- Goods, samples or equipment carried in connection with any trade or business.
- Personal belongings insured under any other policy of insurance.

#### 3. Emergency Treatment

**We** will pay for the cost of emergency treatment incurred during the **period of insurance** under the Road Traffic Acts and arising from the use of **your car**.

#### 4. Medical Expenses

**We** will pay for medical expenses occurring as a result of injuries suffered in an accident incurred during the **period of insurance** while in **your car**.

The maximum amount **we** will pay is £100 for each person injured.



## Section D - Travelling Outside The United Kingdom

### We cover

#### 1. Damage to Your Car Whilst Travelling Outside the United Kingdom

This Private Motor Policy operates throughout the **United Kingdom** including travel by sea between ports in the **United Kingdom**. Cover under Section A - "Loss Or Damage To Your Car" is automatically extended when **your car** is being driven or used in any of the following countries for a period not exceeding 45 consecutive days:

- any country which is a member of the European Union;
- Switzerland, Iceland, Norway and Croatia.

Cover applies while **your car** is being transported (including loading and unloading) along a recognised sea, air or rail route between any of the above countries provided that the duration of the journey does not exceed 65 hours under normal conditions.

If **you** cannot drive **your car** because of loss or damage covered by this Private Motor Policy, **we** will pay the reasonable cost of delivering it to **your** address in the **United Kingdom**. **We** will also pay the amount of customs duty **you** have to pay as a result of loss or damage.

If **your car** will be driven in any of the above countries for a period exceeding 45 consecutive days, cover will only be extended if **you** notify **us** in advance of **your car** leaving the **United Kingdom**.

#### 2. Legal Liability Whilst Travelling Outside the United Kingdom

If **your car** is being driven or used outside the **United Kingdom** and cover has not been arranged with **us** in accordance with Section D sub-section 1 above, **we** will provide the minimum cover required by local law to allow an **insured person** to drive or use **your car** in:

- any country which is a member of the European Union;
- any other country whose arrangements meet the requirements of and are approved by the Commission of the European Union.

## Section E - No Claim Discount

#### 1. No Claim Discount

If **you** do not make a claim within the **period of insurance** the premium for **your car** will be reduced in accordance with **our** scale of discount applicable at the time.

**Your** no claim discount is not transferable to anyone else.

In the event that a claim arises that only involves payment for:

- emergency treatment, as described under Section C sub - section 3;
- glass in windscreens and windows, as described under Section A, sub - section 4 - "Glass in Windscreens and Windows";
- incidents for which **we** subsequently obtain a full recovery of all payments made;

**your** no claim discount will not be reduced.

#### 2. Protected No Claim Discount

The cover stated in this paragraph only applies if **your schedule** states that **you** have Protected No Claim Discount in respect of **your car**.

In the event that a claim under any part of this Private Motor Policy **your** no claim discount will not be reduced in respect of **your car**, except when **you** have made 3 or more claims in any 5 consecutive **periods of insurance**, and then **your** No Claim Discount will be reduced at the next renewal.

# General Conditions



These General Conditions apply to all sections of this Private Motor Policy.

## 1. General

We will provide the cover described in this insurance if:

- a) any person claiming indemnity or on whose behalf indemnity is claimed has complied with all of the terms and conditions of the policy
- b) **your car** is being used or driven in accordance with the terms of the Certificate of Insurance

## 2. Your Duty to Prevent Loss or Damage

- a) **You** shall maintain **your car** in a safe and roadworthy condition.
- b) **You** shall take all reasonable steps to safeguard against any loss, damage or bodily injury.

## 3. Material Facts

If the details upon which this insurance was entered into change **you** must advise **us** as soon as reasonably possible. These facts are shown in the statement of facts that forms part of this Private Motor Policy.

## 4. Special Conditions

Any Special Conditions shown in **your schedule** apply to all sections of this Private Motor Policy unless specifically stated otherwise.

## 5. Cover When in the Hands of the Motor Trade

**Your car** (or any borrowed vehicle where allowed by **your certificate**) must only be driven or used as permitted by **your certificate**. Regardless of this, when **your car** is in the hands of a member of the motor trade for servicing or repair, this insurance continues to operate to protect **you**.

## 6. Mileage

We reserve the right to establish the mileage on **your car** at any time as **your** premium has been calculated using the annual mileage provided to **us** by **you**. Where the annual mileage has been exceeded **your** premium will be increased to reflect the correct mileage and **you** will be responsible to repay the shortfall in premium.

## 7. Payments Under Compulsory Insurance

If a claim is not covered by **your** policy, but **we** are required to make a payment solely because of the compulsory insurance law of a country to which **your** policy applies, **we** reserve the right to recover any amounts paid from the **insured person**.

## 8. Your Duty in the Event of a Claim

Payment of any claim is dependent upon **your** observance of the following conditions. **You** must:

- a) notify **us** as soon as reasonably possible with full details of any incident, which may result in a claim under this Private Motor Policy and provide **us** with full details thereof;
- b) notify the police as soon as **you** are aware of any insured property that has been lost or stolen;
- c) take all reasonable steps to recover any lost or stolen property and notify **us** if such property is recovered and / or returned to **you**;
- d) forward to **us** every claim form, writ, summons, legal document, or other communication in connection with any claim, or incident that may give rise to a claim, unanswered and without delay;
- e) provide **us** with all the necessary information and assistance that **we** may require;
- f) not admit liability or make an offer of payment without **our** written consent;
- g) not abandon any property to **us**;
- h) provide all reasonable evidence to support **your** claim.



These General Conditions apply to all sections of this Private Motor Policy.

## 9. Our Rights in the Event of a Claim

You must recognise **our** right to:

- a) take over and deal with in **your** name the defence or settlement of any claim;
- b) take proceedings in **your** name, but at **our** expense, to recover for **our** benefit the amount of any payment made under this Private Motor Policy;
- c) exercise full discretion over the conduct of any proceedings and in the settlement of any claim.

## 10. Fraudulent or False Claims

If any claim or part of a claim is in any respect fraudulent or if any fraudulent means are used to obtain payment, including inflation or exaggeration of the claim or involve the submission of forged or falsified documents, then this Private Motor Policy shall become void and any claim under it will be forfeited. If **we** have already made any payment this must be repaid to **us**.

## 11. Law and Jurisdiction

This Private Motor Policy is subject to English Law and to the exclusive jurisdiction of the English Courts.

## 12. Cancellation

- a) If **you** find that this Policy does not meet **your** needs, **you** have 14 days from the date **you** receive the Policy to cancel the cover. **You** must return the certificate to **us**. Provided **you** have not made a claim during the **period of insurance** we will refund **your** premium less the time on risk.
- b) **You** may cancel this Private Motor Policy at any time and all cover will immediately cease from that date. **You** must immediately return the **certificate** to **us**.
- c) **We** may cancel this Private Motor Policy by giving **you** 7 days written notice by recorded delivery to **your** last known address. **You** are deemed to have received the letter 8 days after the letter has been posted and all cover will cease from that date. **You** must immediately return the **certificate** to **us**.
- d) Any premium refund will be calculated on a pro-rata basis provided no claim has been made or has arisen under this Private Motor Policy prior to such cancellation during the current **period of insurance**. In the event the policy is cancelled in the first year of insurance a charge of £25 will be made to cover administration.
- e) In the event of a total loss claim under this Private Motor Policy, all remaining premiums for the period of this Private Motor Policy will immediately become due. **We** reserve the right to deduct this amount from the claims settlement.

## 13. Other Insurance

If at the time of any incident which results in a claim under this Private Motor Policy there is any Other insurance covering the same loss, damage or liability, **we** will only pay **our** rateable share.

## 14. Car Sharing

If **you** carry passengers for social, domestic and pleasure including commuting to and from **your** or **your** passengers' usual place of work and receive a contribution towards **your** costs, **we** will not regard this as constituting the carriage of passengers for hire or reward, or regard **your** car as being hired provided that:

- a) **your** car is not constructed or adapted to carry more than 8 passengers, other than the driver;
- b) the passengers are not being carried in the course of a business of carrying passengers;
- c) the total contributions received for the journey concerned do not involve an element of profit.

Should **you** be in any doubt whether **your** car sharing arrangements are covered by this Private Motor Policy **you** should seek confirmation from **us** immediately.



These General Conditions apply to all sections of this Private Motor Policy.

## 15. Non Payment or Direct Debit Failure

If **you** pay **your** premium by Direct Debit instalments monthly in advance **you** must pay each instalment when it is due. Following receipt of payment by Direct Debit (or credit / debit card payment for the initial premiums), **your** Private Motor Policy will remain in force up to the date of the next scheduled monthly payment.

Where there has been non payment or a direct debit failure, **we** may cancel **your** Private Motor Policy at any time, provided **we** have first sent a default notice to **you** (and where the default is capable of remedy, given **you** a reasonable opportunity to remedy the default), if **you**:

- a) fail to pay the monthly payment by its due date;
- b) breach any other provision of this agreement;
- c) are unable to pay **your** debts as and when they fall due or steps are taken to have a bankruptcy order or, in Scotland, a sequestration order made against **you** or such an order is made.

**You** shall be required to pay to **us** the outstanding balance on **your** account.

## 16. Third Party Rights

This Private Motor Policy is not enforceable by anyone other than **you** under the Contracts (Rights of Third Parties) Act 1999.

# General Exceptions



These General Exceptions apply to all sections of this Private Motor Policy.

## 1. Use and Driving

We will not pay for any loss, damage or bodily injury whilst **your car** is being driven or used.

- a) other than for the purposes as specified in **your Certificate of Motor Insurance**
- b) by anyone who does not hold a licence to drive **your car** or anyone who has held but is currently disqualified from holding or obtaining such a licence
- c) by anyone driving without **your** permission
- d) in an unsafe condition
- e) by any person other than those specified in the **Certificate of Motor Insurance**
- f) anyone who fails to fulfil the terms and conditions of this insurance

## 2. Agreements Made by You

We will not pay for any loss, damage bodily injury, illness or disease that arises as a result of any written or verbal agreement entered into by any **insured person** unless the liability for such loss, damage, bodily injury, illness or disease would have applied had the agreement not existed.

## 3. Territorial Limits

We do not cover any accident, injury, loss, damage or liability arising outside the **United Kingdom**, other than as provided for in Section D - "Travelling Outside The United Kingdom."

## 4. Deliberate Acts

We will not pay for any loss, damage bodily injury, illness or disease arising from any deliberate, wilful or malicious acts by **you** or an **insured person**.

## 5. Defective Materials

We will not pay for any loss or damage arising from faulty workmanship, defective design or the use of defective materials.

## 6. Terrorism

We will not pay for any harm or damage to life or to property (or the threat of such harm or damage) by nuclear and / or chemical and / or biological and / or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event, except as required by the Road Traffic Acts.

Terrorism is defined as any act or acts including but not limited to:

- a) the use of threat or force and/or violence; and/or
- b) harm or damage to life or to property (or the threat of such harm or damage) by nuclear and / or chemical and / or biological and / or radiological means;

caused or occasioned by any person(s) or groups(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

## 7. War Risks

We will not pay for any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or arising from or contributed to by:

- war, invasion or acts of foreign enemies;
- hostilities (whether war is declared or not);
- civil war, rebellion, revolution, insurrection, military or usurped power;
- confiscation, nationalisation or requisition;
- the order of any government, public or local authority.



These General Exceptions apply to all sections of this Private Motor Policy.

## 8. Date Recognition

We will not pay for any damage to any property or appliance caused by or resulting from the failure of that property or appliance or any part of it (whether it belongs to you or not) to correctly recognise or respond to any date.

## 9. Sonic Bangs

We will not pay for any loss or damage caused by pressure waves from aircraft or other aerial devices travelling at or above the speed of sound.

## 10. Pollution & Contamination

We do not cover any loss or damage directly or indirectly caused by pollution and / or contamination.

## 11. Radioactive Contamination and Explosive Nuclear Assemblies

We do not cover any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or arising from or contributed to by:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## 12. Earthquake

Any injury loss or damage (except under Section B - Liability to Others) caused by Earthquake.

## 13. Riot and Civil Commotion

Any injury loss or damage (except under Section B - Liability to Others) caused by riot or civil commotion occurring other than in Great Britain, Channel Islands or the Isle of Man.

## 14. Airside

We will not pay for any loss damage or liability while the car is parked or is being driven in any part of an airport or airfield set aside for:

- moving taking off or landing of aircraft;
- aircraft parking areas and associated roads and ground equipment parking, maintenance or refuelling areas.



For the purposes of this "Data Protection Act" Section:

- "**you**" shall mean you, the individual who has agreed to the terms of this document;
- "**the insured**" shall mean any other persons permitted by the **certificate** to drive or use **your car**, and;
- "**us**" shall mean Westminster Motor Insurance Association Ltd.

**You** and **the insured** understand that any information provided to **us** regarding **you** or **the insured** will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance risk assessment, administration, complying with our statutory duties and handling any claims. This may necessitate providing such information to underwriters, service providers, agents, associated companies, professional advisers and other appropriate third parties.

**We** may also keep **your** information for a reasonable period to contact **you** about **our** services and pass **your** information on to carefully selected third parties who may contact **you** with information or offers which may be of interest to **you**.

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the Police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** provide **us** with false or inaccurate information and /or **we** suspect fraud, **we** will record this; **we** and other organisations may also search these agencies and databases to:
  - help make decisions about the provision and administration of insurance, credit and credit related services for **you** and members of **your** household;
  - trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** insurance policies;
  - check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

**We** can supply, on request, further details of the databases **we** access or contribute to.

**You** have a right to request access to, and to request correction of any personal data which **we** hold about **you**. If **you** wish to exercise these rights, or if **you** have any further data protection queries, please contact the Compliance Manager, whose details are set out at the end of this Private Motor Policy.

# Complaints Procedures



**We** aim to provide a first class service at all times. However, if **you** have any complaint regarding the standard of service **you** have received under **your** policy, the following procedure is available to **you** to resolve the situation.

In the first instance please contact:

**The Compliance Manager**

Prestige Underwriting Services Ltd

3 West Street

Carrickfergus

Co. Antrim BT37 7AR

Telephone: - 028 9336 4005

**We** will acknowledge **your** complaint advice within 5 working days of the date of receipt, telling **you** when **you** can expect to receive a response and confirming the Prestige Underwriting Services representative who will be acting in this matter. **We** aim to resolve complaints within 10 working days. The majority of complaints can be resolved quickly, but occasionally **we** need to make more detailed enquiries. If this is likely, **we** will inform **you** and give a date by which **we** will be able to respond (this will not be more than 20 working days from when **your** complaint is first made).

If **you** are still dissatisfied after receiving a final response from **us** or more than 8 weeks have passed since **we** received **your** complaint, **you** may refer **your** complaint directly to the Financial Ombudsman Service (FOS). Please note that the FOS will only consider **your** complaint if **you** have given **us** the opportunity to resolve **your** complaint.

If **you** remain dissatisfied after **our** final response **you** may refer **your** complaint to the ;

**Financial Ombudsman Services**

South Quay Plaza

183 Marsh Wall

London

E1495R

Telephone: - 0845 080 1800

It will assist **us** in dealing with any complaint if the policy number shown in the **schedule** is quoted in all communications in relation to the complaint.

**Financial Services Compensation Scheme**

**Our** obligations are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** obligations **you** could be entitled to compensation from this scheme, depending on the type of insurance and the circumstances at the time. Further information about the scheme is available on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to Financial Services Compensation Scheme, 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

