

PETER JAMES INSURANCE



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Specialist Vehicle Insurance

***Please read this insurance document carefully
to make sure it meets your needs.***

Keep this insurance document in a safe place.

Arranged by
Peter James Insurance

This is your specialist vehicle insurance document. Read this booklet, the schedule and certificate carefully and keep them in a safe place. If you have any questions about any of your motor insurance documents, contact Peter James Insurance.

If this insurance does not meet your needs, please return all the documents to Peter James Insurance, at the address shown on the front of this booklet, within 14 days of receiving them. We will return any premium you have paid less:

- a charge for the number of days you have had cover for plus insurance premium tax; or
 - £25 plus insurance premium tax;
- whichever is more.

If you want to cancel your cover after 14 days, the cancellation terms set out in the general conditions of this policy (see page 22) will apply. Unless we have agreed otherwise with you, English law will govern this insurance.

Our promise to you

We aim to provide a first-class service.

If you have any cause to complain, or you feel that we have not kept our promise, please write to our Joint Managing Director at Peter James Insurance. You will receive acknowledgement on receipt of your letter, with details of who will be dealing with your complaint. If your complaint is about your insurance or your insurer, write to the Chief Executive of the insurer named in your schedule against the relevant section. (Peter James Insurance can supply the relevant address on request.) When you do this please quote your insurance document number as it will help us to deal with your complaint promptly.

If your complaint is about Peter James Insurance our aim is to resolve all complaints within eight weeks of receipt.

If your complaint is about your insurance or your insurer they will acknowledge your complaint and advise their complaints handling procedure.

If your insurance is at Lloyd's and you are still not satisfied with the way your complaint has been dealt with, you may ask the Policyholder and Market Assistance department at Lloyd's to review your case.

The address is: Policyholder and Market Assistance department, Lloyd's Market Services, One Lime Street, London EC3M 7HA, Tel: 020 7327 5693, Fax: 020 7327 5225, Email: Complaints@Lloyds.com

If you are not satisfied you may be able to refer your complaint, at any time, to:

Financial Ombudsman Service

South Quay Plaza,

183 Marsh Wall,

London, E14 9SR.

Phone 0845 080 1800

These actions do not affect your rights to take legal action if necessary.

Specialist vehicle motor insurance

This document is a legally binding contract of insurance between you (the insured) and us (the insurer). The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission. The contract is based on the information you provided in your signed proposal form or statement of insurance. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this booklet. The insurance provided by this document covers any liability, loss or damage that happens during any period of insurance for which you have paid, or agreed to pay, the premium.

If this insurance is provided by underwriters at Lloyd's, each underwriter is only liable for their own share of the risk and not for each other's share. You may ask for the names of the underwriters and the share of the risk each has taken on.

Signed for and on behalf of the insurers



By Peter James
Joint Managing Director
Peter James Insurance

Peter James Insurance is the trading name of Peter D. James Limited. Peter D. James Limited is authorised and regulated by the Financial Conduct Authority. Their registration number is 452647. You can phone the Financial Conduct Authority on 0800 111 6768 or visit their website, which includes a list of all regulated firms, at www.fca.gov.uk/register.

Peter D. James Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS website (www.fscs.org.uk).

Guidance notes

These guidance notes are to help you to understand your insurance. They do not form part of the contract. In all situations you must read the guidance notes with the main text in this document.

This document is a contract of insurance between you and us.

We rely on the information you supply. If that information is not accurate or complete, you may not be covered by this insurance.

Remember - you must tell us about any change in the information you have supplied or any change you want us to make to the document. If you don't, you may not be covered by this insurance.

Data protection notice

It is a condition of this insurance that you read and accept the terms in this data protection notice. You should show this notice to anyone covered by the insurance.

This notice explains how we may use your details and tells you about the systems and lists we (and others) have in place to detect and prevent fraud. You must tell us about any incident (such as an accident, fire or theft), whether or not you will make a claim. When you tell us about an incident, we will pass information about it to the relevant agencies. We may search the databases held by those agencies when you apply for insurance or make a claim.

We may record all phone calls you make to us and use the recordings to prevent fraud, for staff training and for quality-control purposes.

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Bureau (MIB). The DVLA and DVLNI may use information from the MID for Electronic Vehicle Licensing, and the Police may search the database to find out who is insured to drive a vehicle and to prevent and detect crime. If you are involved in an accident (in the UK or abroad), other UK insurers and the Motor Insurers Bureau may search the MID.

People with a valid claim after a road traffic accident (including people living in other countries) may also get relevant information which is held on the MID.

You can find out more about this from us or by visiting www.askmid.com.

You should show this notice to anyone insured to drive the vehicle insured under this policy.

Preventing and detecting fraud and claims history

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd), the Hunter Database, run by Experian, and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. We may search these registers when we deal with your request for insurance. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to, but including, Electronic Licensing, Continuous Insurance Enforcement, law enforcement (prevention, detection, apprehension and or prosecution of offenders), the provision of government services and or other services aimed at reducing the level and incidence of uninsured driving. If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at www.askmid.com. You should show this notice to anyone insured to drive the vehicle covered under the policy.

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Guidance notes

The words or phrases shown opposite have the same meaning whenever they appear in this document, the certificate of motor insurance, the schedule and any endorsements.

Definitions

We, us

The insurer named on both the schedule and the certificate of motor insurance.

You

The person named as 'the insured' in the schedule and as 'the policyholder' in any certificate of motor insurance or renewal notice applying to this insurance.

Schedule

The document showing the vehicle we are insuring, the cover which applies, the insured, the insurer, the document number, the premium and any endorsement that applies. The latest schedule forms part of the contract of motor insurance.

Certificate of motor insurance

A document which is legal evidence of your insurance. The certificate forms part of the contract of motor insurance and must be read with this document.

Your vehicle

The insured vehicle specified in the schedule or described in the current certificate of motor insurance.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (Jersey, Guernsey and Alderney).

Endorsement

A change in the terms of this insurance. An endorsement replaces the relevant wording in this document and is printed on, or issued with, the most recent schedule.

Excess

An amount you must pay towards the cost of a claim under this insurance.

Period of insurance

The period covered by this insurance (as shown in the schedule) and any further period we accept your premium for.

Cover

The cover you have

Your schedule shows you what cover you have. The different types of cover, and the sections that apply to each type of cover, are listed below.

- Comprehensive (shown as COMP) - all sections apply.
- Third party, fire and theft (shown as TPFT) - section 1, section 2 (except accidental or malicious damage and vandalism) and section 6 apply.
- Third party only (shown as TPO) - sections 1 and 6 apply.

The general terms, conditions and exceptions apply to all sections of the insurance.

Use

The insurance only covers your vehicle if it is being used in the way specified in your certificate of motor insurance or any endorsement that applies.

The following uses are not covered.

- Racing, pacemaking, being in any contest or speed trial, or any reliability testing on your vehicle (apart from road-safety rallies and treasure hunts).
- Being trackside (in the restricted area or on the track) at a motor racing circuit, unless you have told us about this and we have agreed.
- Any purpose connected with the motor trade, unless this use is described as allowed in your certificate.
- Hiring out your vehicle in return for money.
- Carrying passengers or goods in return for money (except if a mileage allowance is paid to you for official or agreed business duties in connection with your job or for a social service).

Guidance notes

Our liability under this insurance depends on the cover we have agreed to give you, as long as you have paid all the premium due to date.

Important

The certificate of motor insurance describes what you can use your vehicle for.

Guidance notes

This section shows the cover provided for claims other people make against you and other insured people for injury to them or damage to their property as a result of incidents involving your vehicle.

This part covers:

- other people driving your vehicle with your permission (if shown on the certificate); and
- passengers.

The most we will pay for a claim for property damage is £20,000,000 for damage and £5,000,000 for costs.

Section 1 - Liability to others

Driving your vehicle

We will insure you for all the amounts you may be legally liable to pay for:

- death of or injury to other person; or
- damage to property;
as a result of any accident you have while you are driving, using or in charge of your vehicle.

Driving other vehicles

We will also provide the cover shown above (if this is shown in your certificate of motor insurance), while you are driving any private car that you do not own and have not hired under a hire-purchase or leasing agreement, as long as you have the owner's permission to drive the car.

Under this section you are not insured against the following.

- Any loss or damage to the vehicle you are driving.
- Any event which happens outside the United Kingdom.
- Any event which happens when the insurance is not in the name of an individual person.
- Any liability if you no longer have the insured vehicle.

Other people driving or using your vehicle

The following people are also insured.

- Any person you allow to drive or use your vehicle, as long as this is allowed by your current certificate of motor insurance and has not been excluded by an endorsement, exception or condition.
- Any person who causes an accident while travelling in or getting into or out of your vehicle as long as you ask us in writing, after the accident, to cover the person.

Limits of cover for property damage

For any property damage claim or series of claims arising out of one incident, including for any direct or indirect loss, the most we will pay is £25,000,000 in total (£20,000,000 for damage and £5,000,000 for costs).

If a claim for property damage is made against more than one person covered by this insurance, we will first deal with any claim made against you.

If a number of claims are made against you for property damage arising out of any one cause, we may pay you up to £20,000,000, less any amount we have already paid as compensation. When we pay this amount, we will not take any further action connected with settling claims from that one cause.

We will pay any legal costs and expenses that have been run up with our permission, up to the time we stop dealing with the claims.

Costs and expenses

Legal costs

If we first agree in writing, we will pay:

- solicitor's costs for anyone we insure to be represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- costs of up to £2000 for legal services to defend anyone we insure against any prosecution arising from any death; and
- all other legal costs and expenses we agree to.

We will only pay these legal fees if they arise from an accident that is covered under this insurance.

Business use

If your certificate of motor insurance allows you to use your vehicle for business use, we will insure your employer or business partner against the events shown above under 'Driving your vehicle' while you are working for that employer or partner but not while you are using a vehicle provided by the employer or partner, unless that vehicle is shown in the schedule.

Legal personal representatives

After the death of anyone who is covered by this insurance, we will deal with any claim made against that person's estate, as long as the claim is covered by this insurance.

Emergency medical treatment

We will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers.

European Union (EU) compulsory cover

We will provide the minimum insurance needed by the relevant law to allow you to use your vehicle:

- in any country which is a member of the EU; and
- in any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

The cover shown in your schedule is automatically included for journeys of up to 35 days within the European Union, Iceland, Norway, Andorra or Switzerland (including Liechtenstein). For full details of this cover, and how to get cover in other countries, please see section 6 - Foreign use.

Guidance notes

We will pay the solicitor's fees for representing or defending anyone we insure.

If any person covered by this insurance is charged with causing death while driving, we will arrange and pay for their defence. We will pay any legal costs and expenses we have agreed to.

This part also covers your employer or business partner while you are using your vehicle for business purposes.

If anyone insured dies, cover will be provided for a legal representative.

We will pay the compulsory fee for emergency medical treatment after an accident.

This policy automatically provides the minimum cover you need to use your vehicle in all countries in the European Union and in certain other countries. The minimum cover varies from country to country.

The cover shown in your schedule will automatically apply when travelling in the European Union, Iceland, Norway, Andorra or Switzerland (including Liechtenstein) for journeys of up to 35 days. (See section 6, Foreign use, for more details.)

Guidance notes

Under this section you can tow a caravan, trailer or broken-down vehicle.

You are only covered for claims made against you, not claims you make.

- There is no cover for loss of or damage to the caravan, trailer or broken-down vehicle.
- There is no cover for loss of or damage to the property in or on the caravan, trailer or broken-down vehicle.
- You must not receive a payment for towing the caravan, trailer or broken-down vehicle.
- You must only be towing one caravan, trailer or broken-down vehicle.
- The caravan, trailer or broken-down vehicle must be properly fastened to your vehicle.
- The way you are towing the caravan, trailer or broken-down vehicle must meet the manufacturer's guidelines and any relevant law.

Towing

Under this section we will insure you while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law).

We will not pay any claim arising from the following.

- Damage to or loss of the towed caravan, trailer or broken-down vehicle.
- Damage to or loss of any property being carried in or on the towed caravan, trailer or broken-down vehicle.
- A caravan, trailer or broken-down vehicle being towed in return for a payment.
- More than one caravan, trailer, or broken-down vehicle being towed at a time.

We will only provide this cover if:

- the caravan, trailer or broken-down vehicle is properly secured to your vehicle by towing equipment made for that purpose; and
- the method of towing the caravan, trailer or broken-down vehicle stays within the manufacturer's recommended towing limits and any other relevant law.

Exceptions to section 1

This section of your insurance does not cover the following.

- Anyone covered by any other insurance.
- Loss of or damage to any property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance.
- Loss of or damage to any vehicle covered under this insurance.
- Death of or injury to any person arising out of, and in the course of, their work for you or any other person claiming under this insurance. This does not apply if we need to provide cover under a relevant law.

Guidance notes

We do not have to provide cover or settle claims under section 1 if any person claiming under this insurance:

- can claim for the same loss from any other insurance;
- is claiming for loss of or damage to any insured vehicle or property belonging to them;
- is claiming for death of or injury to any employee during the course of their work other than accidents the Road Traffic Act applies to.

Guidance notes

Under this section we will provide cover when your vehicle suffers loss or damage caused by the events shown opposite.

Your vehicle's accessories or spare parts are also covered.

For loss of or damage to audio, visual and phone equipment we will pay up to £250 in total. We can increase this limit if you tell us about equipment worth more than £250.

These are the ways we may settle your claim.

The market value of your vehicle is the cost of replacing it with one of the same make, model, age, type and condition.

We will not pay for any part of a repair or replacement which leaves the vehicle in a better condition than it was in before.

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Section 2 - Loss of or damage to your vehicle

This cover only applies to your vehicle

We will insure your vehicle against loss or damage caused by:

- accidental or malicious damage and vandalism;
- fire (including your vehicle bursting into flames), lightning and explosion; or
- theft or attempted theft, or your vehicle being taken away without your permission.

Accessories and audio, visual or phone equipment

Your vehicle's spare parts and fitted accessories are insured in the same way (this includes the maker's tool kit and the vehicle's safety equipment). We only provide this cover if the spare parts and accessories are used only with your vehicle, are kept in or on your vehicle, and fall within the maximum amount we pay, as shown below. (However, we will pay up to £250 if the spare parts and fitted accessories are lost or damaged while temporarily stored in your private garage.)

Audio, visual and phone equipment permanently fitted in your vehicle is also insured against loss or damage, but we will only pay the market value of the equipment at the time of the loss or damage. The most we will pay is £250.

For a claim under this section we may either:

- pay for the damage to be repaired;
- pay an amount of cash for you to replace the lost or damaged item; or
- replace the lost or damaged item.

You must first pay any excess shown in the schedule.

The most we will pay will be either:

- the market value of your vehicle (including its accessories and spare parts) immediately before the loss, up to the value shown in the schedule; or
 - the cost of repairing the vehicle;
- whichever is less.

We will not pay the cost of any repair or replacement which improves your vehicle or accessories to a better condition than they were in before the loss or damage. If this happens, you must pay a contribution towards the cost of the repair or replacement. This contribution would be on top of any excess you have to pay.

Guidance notes

If your vehicle cannot be driven after an accident, we will pay the cost of removing it to the nearest repairer.

This section shows you what you have to do if your vehicle needs repairing after an accident.

If your vehicle becomes a write-off and we offer you a payment, the insurance will end for that vehicle when you accept the payment.

The insurance cover can be transferred to a replacement vehicle if we give our permission.

The vehicle may be moved to a secure place while the claim is being settled.

Transport after an accident

If your vehicle cannot be driven after an accident, we will pay the reasonable cost (where necessary) of taking your vehicle to the nearest suitable repairer and returning it to your last known address after the repair. Do not try to move the vehicle yourself if this could increase the damage. If unnecessary damage is caused as a result of you trying to move your vehicle, we will not pay any extra cost arising from that damage.

Repairs

If your vehicle is damaged in a way which is covered by this insurance, you must get an estimate and immediately send it to Peter James Insurance with a full report of the incident so we can agree whether the repairs can be started.

Write-off (total loss)

If your vehicle is considered to be a write-off (that is, if the cost of repairs is greater than the market value of the vehicle), we will offer you an amount as compensation. This insurance for your vehicle will end when you accept that offer. If we ask, you must return the certificate of motor insurance and the schedule before we pay the compensation. The vehicle then becomes our property. We may decide to let the insurance continue on a replacement vehicle.

Storing the vehicle after it becomes a write-off

If your vehicle is considered to be a write-off, we may store it in a safe place while we are arranging to pay you.

Guidance notes

If the vehicle is a write-off and it belongs to someone else (including a hire-purchase or leasing company), we may settle the claim directly with them.

This section provides cover for damage to glass in the windscreen or windows, including the cost of supplying and fitting.

This section also covers scratching of the bodywork as a result of this type of damage. You should phone the windscreen emergency helpline shown in the list of emergency helplines sent with your insurance documents if your windscreen or windows need repairing or replacing.

An excess is the amount you must pay towards every claim for loss of or damage to your vehicle.

These extra excesses are added to any other excesses which apply.

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Financial interest

If the vehicle is a write-off and it belongs to someone else or is under a hire-purchase or leasing agreement, we will normally pay up to the market value of the vehicle to the vehicle's legal owner.

Windscreen damage (comprehensive cover only)

You may claim for damage to your vehicle's windscreen or windows, and for any bodywork scratched by broken glass from the window or windscreen. This cover does not apply to damaged sunroofs, roof panels, lights or reflectors whether glass or plastic.

- If the replacement is carried out by a windscreen repairer approved by us, you will have unlimited cover and will only have to pay the first £75 of each claim. You should phone the windscreen helpline shown in the list of emergency helplines we sent with your insurance documents.
- If the glass is repaired by an approved windscreen repairer, you will have unlimited cover and will have to pay the first £10 of each claim.
- If the repair or replacement is carried out by any other repairer, you will have unlimited cover but you will have to pay the first £125 of each claim.

Excesses

If an excess is shown for this section in the schedule, you have agreed to pay that amount towards each and every claim for loss or damage.

Extra excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced person (including you) is driving, you will have to pay the relevant amount shown below on top of any other excesses which you may have to pay towards a claim.

Driver	Amount
■ Under 21	£250
■ 21 to 24	£150
■ 25 or over and has held a full UK or EU licence for less than 12 months, or holds a provisional licence or a full licence issued by a country outside the European Union	£100

You will not have to pay the amounts shown above if the loss or damage is caused by fire or theft.

When your vehicle is being serviced

The cover provided under this section will still apply when your vehicle is being serviced or repaired. While the vehicle is in the hands of the motor trade for a service or repair we ignore any restrictions on driving or use (as shown in your certificate of motor insurance).

Loss of or damage to other vehicles

We will not cover loss of or damage to any vehicle which you are driving or using and which you do not own, you are not buying under a hire-purchase agreement or is not leased to you (unless that vehicle is shown in the schedule).

Guidance notes

When your vehicle is with the motor trade for servicing or repair, you continue to have the cover provided under section 2 (Loss of or damage to your vehicle).

We do not pay for loss or damage if the vehicle is not your own, unless the vehicle is shown in the schedule.

Guidance notes

Important - there are certain circumstances which are not covered and these are shown opposite.

It is important that you take all reasonable measures to avoid loss or damage, such as removing your keys from the ignition when no-one is looking after your vehicle. (For example, do not leave the keys in the ignition when paying for petrol, or leave the with the engine running.) Also make sure that any immobiliser or alarm system is turned on.

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Exceptions to section 2

This section of your insurance does not cover the following.

- The amount of any excess shown in the schedule or on the insurance document or both.
- Compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).
- Wear and tear of your vehicle.
- Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- The vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.
- Repairs or replacements which improve the condition of the vehicle.
- Damage to tyres, unless caused by an accident to your vehicle.
- Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as set out in the vehicle manufacturer's instructions.
- Any loss or expense due to bad workmanship.
- Any amount above the last known list price of any part or accessory which is no longer available.
- The amount of any extra cost due to any parts or replacements not being available from stock held in the United Kingdom.
- Loss or damage by someone getting your vehicle by fraud or deception.
- Loss resulting from the vehicle being repossessed and returned to its rightful owner.
- Loss of or damage to your vehicle, its accessories and spare parts or its contents by theft or attempted theft, or by a person taking and driving it without your permission if:
 - it has been left unlocked;
 - it has been left with the keys in it;
 - it has been left with the windows, sunroof or roof panel open;
 - it is a convertible vehicle and the roof has been left open; or
 - you have not taken reasonable precautions to protect your vehicle.

Section 3 - Medical expenses

We will pay up to £50 per person for the medical expenses of anyone who is injured while they are in your vehicle as a result of an accident involving your vehicle.

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

Section 4 - Personal accident benefits

We will pay the following amounts if you or your husband, wife or civil partner are involved in a road traffic accident which, within three months, results in you or them dying, losing a limb (arm or leg) or becoming permanently blind in one or both eyes.

Type of injury

Type of injury	Amount we will pay
■ Death	£2,500
■ Loss of any limb	£2,500
■ Permanent blindness in one or both eyes	£2,500

The injury, death, loss of limb or blindness must:

- be directly connected with the accident; or
- have happened when you or your husband, wife or civil partner were travelling in, or getting into or out of, any other private motor vehicle.

The most we will pay for any one person is £2500 a claim.

We will make the payment to you or your legal personal representative.

If you or your husband, wife or civil partner have the same cover under any other insurance contract with us, we will only pay out under one contract.

This personal accident benefit does not apply to:

- anyone who is 70 or older at the time of the accident;
- death or injury caused by suicide or attempted suicide, a disease you would have had anyway or a condition or disability you already had; or
- death or injury while you or your husband, wife or civil partner are under the influence of drugs or alcohol.

Guidance notes

You can claim up to £50 a person or £200 in total for each accident, for necessary medical treatment after an accident.

This section provides cover if you or your husband or wife (or both of you) are killed or seriously injured after an accident involving your vehicle.

The cover also applies when either of you are travelling in any other private motor vehicle.

The most we will pay for a claim is £2500 for each person.

The restrictions on this cover are shown opposite.

Guidance notes

Personal belongings in your car are also covered up to an amount of £50.

Certain items, as shown opposite, are not covered.

You must take reasonable care of your property. For example, do not leave your car unlocked and put your personal belongings in a locked luggage compartment.

Section 5 - Personal belongings

We will pay up to £50 in total for personal belongings in or on your vehicle that are lost or damaged because of an accident, fire, theft or attempted theft.

This personal belongings cover does not apply to:

- money, stamps, tickets, share certificates or other documents with a financial value;
- jewellery or furs;
- goods or samples connected with your work;
- property insured under any other contract;
- theft of any property which is in an open or convertible vehicle, unless it is kept in a locked luggage compartment; or
- theft of any property if the vehicle is not kept in a locked garage during the period between 10pm and 6am, unless the vehicle is stolen at the same time.

Section 6 - Foreign use

Except where cover is extended below or in Section 1, this insurance only applies in the United Kingdom.

We will automatically provide cover when you visit Iceland, Andorra, Norway, Switzerland (including Liechtenstein) or any country which is a member of the European Union. There is no limit on the number of trips you can make in any period of insurance, but each trip must be for no more than 35 days. This cover only applies if your permanent home is in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and you return to the UK within 35 days.

If you want to travel to any other country, you must tell Peter James Insurance. If we agree to cover you, you must pay us any extra premium we ask for. We will then extend cover as follows.

■ Insurance cover

This insurance is extended to apply to claims arising:

- in any country which we have agreed to provide cover for; and
- while the vehicle is being transported (including loading and unloading) between ports in countries where you have cover, as long as the vehicle is being transported by rail or by a recognised sea route, for 65 hours or less.

■ Customs duty and other charges

If your vehicle suffers any loss or damage covered by this insurance while it is in any country we have agreed to provide cover for, we will refund any customs duty you have to pay after temporarily importing your vehicle into any of the countries where you have cover.

Guidance notes

This section describes the cover available if you take your vehicle abroad. We will give you free cover if you are travelling to Iceland, Andorra, Norway, Switzerland (including Liechtenstein) or a country within the European Union, as long as each trip is for no more than 35 days.

When you want to travel to a country not shown above, you must get our agreement and pay us any extra premium we ask for.

When travelling abroad, you must take your certificate of motor insurance with you.

If your vehicle suffers any loss or damage that is covered by this insurance, and the vehicle is in a country where you have cover, we will refund any customs duty you pay to temporarily import your vehicle.

Guidance notes

This cover allows you to enter into a car-sharing agreement and accept contributions from your passengers as long as you do not make a profit and you do not carry more than eight passengers.

Note: If you are not sure whether a car-sharing agreement is covered by this insurance, please ask Peter James Insurance.

Peter James Insurance must be told about, and agree to, any new or extra vehicle. They will send you a cover note or certificate of motor insurance before you are insured to drive the new vehicle. If there is any change in premium, they will let you know and send you a new schedule.

You must return the certificate of motor insurance to cancel or remove a vehicle from this insurance.

You must tell us about any insurance you have to recover uninsured losses and tell us about any claims which are paid.

18 Specialist vehicle insurance

General terms

Payments for journeys (car sharing)

If you can accept payments from passengers in your vehicle, this will not affect your insurance cover if:

- you are giving them a lift for social or other similar purposes;
- the vehicle cannot carry more than nine people (including the driver);
- you are not carrying the passengers in the course of a business of carrying passengers; and
- the total of the payments you receive for the journey does not provide a profit.

Changing or adding a vehicle to this insurance

If you change the vehicle covered by this insurance or you get another vehicle that you want the cover to apply to, you must tell Peter James Insurance before the cover can start. They will send you a cover note or new certificate of motor insurance. You are not insured until they have issued the cover note or new certificate. They may ask you to return your old certificate of motor insurance. We will give you advice on any change in premium and we will send you a new schedule.

Removing a vehicle or cancelling this insurance.

If you do not need the insurance any more, the cover will automatically end when you return the certificate of motor insurance to Peter James Insurance.

Uninsured loss recovery

If you have insurance under which you can recover any losses which are not covered under this insurance (such as your excess), you must tell us about any payments you receive that are connected with any claim under this insurance. You must also tell us about any legal proceedings.

General exceptions

These general exceptions apply to the whole insurance.

Your insurance does not cover the following.

- 1 Any liability, loss or damage arising while any motor vehicle covered by this insurance is being:
 - used for a purpose which it is not insured for;
 - driven by or in the charge of anyone who is not mentioned in the certificate of motor insurance as a person entitled to drive, or who is not allowed to drive under an endorsement;
 - driven by anyone (including you) who you know is disqualified from driving, or has never held a licence to drive the vehicle, or is prevented by law from having a licence;
 - used on any form of race track or circuit, unless you have told us about this and we have agreed;
 - used for any off-road activity, except where the Road Traffic Acts apply;
 - kept or used in an unsafe or unroadworthy condition or without a current MOT certificate (if one is needed); or
 - used in or on restricted areas of airports or airfields. We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield.
- 2 Any liability, loss or damage (apart from the minimum cover provided by section 1, as shown on page 7) that happens outside the European Union, Andorra, Iceland, Norway or Switzerland (including Liechtenstein) unless you have paid an extra premium to extend your cover outside these countries.
- 3 Any liability, loss or damage (apart from the minimum cover provided by section 1, as shown on page 7) that happens outside the United Kingdom but within the European Union, Andorra, Iceland, Norway or Switzerland (including Liechtenstein) unless the journey is for 35 days or less, or you have paid an extra premium to extend your cover.
- 4 Any liability you have accepted under an agreement or contract unless you would have had that liability anyway.
- 5 Any liability, loss or damage that is also covered by any other insurance.

Guidance notes

Throughout the insurance you have seen exceptions which apply to each section. These general exceptions apply to all the sections.

You must hold a valid driving licence and you should make sure the people you allow to drive also have a valid driving licence and are not disqualified.

The insurance does not cover you for any trips outside the European Union, Andorra, Iceland, Norway or Switzerland (including Liechtenstein), apart from the minimum cover provided by section 1. This is shown on page 7. However, cover will apply if we have agreed to extend your cover and you have paid any extra premium for this.

The insurance does not cover you for trips of more than 35 days outside the UK but in the European Union, Andorra, Iceland, Norway or Switzerland (including Liechtenstein), apart from the minimum cover provided by section 1. This is shown on page 7. However, cover will apply if we have agreed to extend your cover and you have paid any extra premium for this.

Guidance notes

In the event of a war or similar occurrence, we will provide the minimum amount of cover necessary under the relevant law.

Accident, injury, loss, damage, consequential loss or legal liability occurring as a result of the items specified opposite are not covered.

We will not cover proceedings brought against you, or judgments made against you, in any court abroad unless we have agreed to extend this insurance to cover that country.

We will cover losses caused by pollution or contamination in certain circumstances.

- 6 Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military power (except where we must provide the minimum cover needed under the relevant law).
- 7 Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - earthquake;
 - riot or civil commotion occurring in Northern Ireland or outside the United Kingdom (except where we must provide the minimum cover needed under the relevant law);
 - an act of terrorism, as defined in the UK Terrorism Act 2000, unless we must provide the minimum cover needed under the Road Traffic Act;
 - ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment;
 - carrying any dangerous substances or goods which you need a licence from the relevant authority for (except where we must provide the minimum cover needed by law); or
 - pressure waves caused by aircraft and other flying objects.
- 8 Any proceedings brought against you, or judgment made against you, in any court outside the United Kingdom, unless the proceedings or judgment arise out of your vehicle being used in a foreign country we have agreed to provide cover in.
- 9 Any liability for loss of or damage to property, death, injury or illness arising directly or indirectly from pollution or contamination, unless it is directly caused by an event which is sudden, can be identified, is unintended and is unexpected. The whole event must happen at a specific time and place during the period of insurance. We will treat all pollution or contamination arising from one event as having happened at the time of the event.

The insurance does not cover claims arising from pollution or contamination that happens as a result of deliberately releasing substances, or as a result of leaks from your vehicle because it has not been maintained properly.

This exception does not apply where we must provide the minimum level of cover needed by law.

General conditions

- 1 We will provide the cover described in this insurance document only if:
 - anyone making a claim has met all the conditions in this document; and
 - the information you gave on your proposal form or statement of insurance and declaration is, as far as you know, correct and complete.
- 2 Your premium is based on the information you supplied at the start of the insurance and the information you supply each time it is renewed. If you have failed to give us complete and accurate information, this could lead to your claim being refused or the insurance not covering you.
- 3 If you, or anyone acting for you:
 - make a claim which you or they know is false, fraudulent or exaggerated; or
 - provide false or stolen documents to support a claim;we will not pay the claim and this insurance will end.
- 4 After any loss, damage or accident you must give us full details, in writing, as soon as possible. You must also give us any information and help that we ask for.
- 5 You must immediately send us every communication about a claim (including any letter, writ or summons) without answering or responding to it. You must also tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.

You must not admit to, negotiate on or refuse any claim unless you have permission from us.
- 6 You must take all reasonable steps to protect your vehicle from loss or damage and to maintain it in an efficient and roadworthy condition.

We must be allowed to examine your vehicle at any reasonable time.
- 7 We can:
 - take over, conduct, defend or settle any claim; and
 - take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance.
We will take this action in your name or in the name of anyone else covered by this insurance. You, or the person whose name we use, must co-operate with us on any matter which affects this insurance.
- 8 If we accept your claim, but you and we disagree with the amount due to you, the matter will be passed to an arbitrator we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.

Guidance notes

This part describes certain responsibilities and procedures.

The insurance only covers people who meet these conditions. All the information you gave us in your proposal form or your declaration or your statement of insurance (which this contract is based on) is true and complete.

We will not pay a claim which is false, fraudulent or exaggerated.

You must report accidents and losses to us

- Report any incident to us as soon as possible.
- Immediately tell us about any court proceedings, inquest or inquiry.

No-one should admit any liability or negotiate any claim without our written permission.

You must keep your vehicle in an efficient and roadworthy condition and protect it from loss or damage.

Guidance notes

Once you have asked us to deal with a claim under this insurance, we have the right to negotiate the claim as we see fit.

When we accept a claim, if we disagree with you over the amount we will pay, the matter will be referred to an arbitrator for a decision. A decision must be made before you can take any legal action against us.

We or Peter James Insurance may cancel the insurance by sending you seven days' notice by recorded delivery. If we or they do this, you are entitled to a refund of part of your premium.

You may cancel this insurance by returning your certificate. If you have not made a claim you may be entitled to a refund. If you cancel within 14 days of receiving your documents, and you have not made a claim, you will be entitled to a refund as explained on the inside front cover.

We may recover our expenses if we have to pay a claim which this insurance would not normally cover.

You must tell the police if your vehicle is stolen.

If a claim is also covered under any other insurance, we will only pay our share of the claim.

- 9 We or Peter James Insurance may cancel this insurance by sending seven days' notice, by recorded delivery, to your last known address. (If you live in Northern Ireland we also send notice to the Department of Environment, Northern Ireland.) We will refund the part of your premium that applies to the remaining period of the insurance.
- 10 You may cancel this insurance at any time by telling us in writing and sending back your certificate of motor insurance. If you cancel within 14 days of receiving this document and you have not made a claim, you will receive a refund as explained on the inside front cover. A refund following cancellation within the first 14 days is subject to no total loss claim. If you cancel after this period, you have not made a claim and will not be making a claim, and you have not exceeded any mileage limit, we will work out the charge for the time you have been covered by your insurance (to the date we receive your certificate), and the refund you will receive, in line with the table below. If you have made a claim, or this insurance has been in force for less than 12 months, we will not give you a refund.

Period you have had cover for	Up to one month	Up to two months	Up to three months	Up to four months	Up to six months	Over six months
Percentage of annual premium covering that period	33.3%	33.3%	33.3%	66.7%	66.7%	Full premium
Percentage of refund	66.7%	66.7%	66.7%	33.3%	33.3%	Nil

- 11 If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.
- 12 If your vehicle is stolen, you must tell the police as soon as possible.
- 13 If you make a claim for any liability, loss or damage that is also covered by any other insurance, we will only pay our share of the claim. This condition does not apply to personal accident benefits, as described in section 4 and as shown otherwise in the first exception to section 1 on page 9.
- 14 If you make any change to, or cancel this insurance, we, or Peter James Insurance may charge you an administration fee.

Important notice

You must tell us as soon as possible about any changes which affect your insurance and which have happened since the insurance started or since the last renewal date. If you are not sure whether certain facts are relevant, ask Peter James Insurance. If you don't tell us about relevant changes, your insurance may not cover you fully, or at all.

Here are some examples of the things you should tell us about.

- A change of vehicle (including extra vehicles).
- All changes made to your vehicle if these make it different from the manufacturer's standard specification (whether the changes are to the vehicle's engine, interior or bodywork).
- A change of address.
- You or any driver changing job (including any part-time work, a change in the type of business or having no work).
- A change in the purpose your vehicle is used for.
- There being a different main user of the vehicle.
- Details of any person who is not on the certificate of motor insurance, or is prevented from driving by an endorsement, and who you now want to be able to drive your vehicle.
- Details of any motoring convictions of any person allowed to drive or of any future prosecutions for any motoring offence (other than parking).
- Details of any accident or loss (whether or not you make a claim) that involves your vehicle or happens while you are driving anyone else's vehicle.
- You, or any other person allowed to drive your vehicle, not telling the DVLA (Driver and Vehicle Licensing Agency) about a medical condition which, by law, must be reported to them.

Limited mileage

If this insurance sets a limit on your mileage, you must not drive more than the number of miles agreed. If you do, this could result in us refusing your claim or the insurance not covering you.

You should tell Peter James Insurance if you think you will travel more miles than you originally agreed.

Guidance notes

You have a duty to let us have full details of any change which affects your insurance.

You should keep a written record (including copies of letters) of any information you give us or Peter James Insurance.

You should tell us about the changes shown opposite.

Important - you must immediately tell Peter James Insurance about any accident.

If your mileage is limited to a certain amount each year, you must not go over that amount. If you do, your insurance may not cover you.

Guidance notes

An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable'.

Endorsements

Important - these endorsements form part of the insurance contract if they are shown in your schedule.

An endorsement only applies if the endorsement's number is shown in the relevant place in your schedule. Details of all endorsements are either shown on the following pages or supplied with your schedule.

If, in the schedule, an endorsement number is followed by an amount, the specified endorsement will be limited to that amount shown.

If an endorsement number is followed by a vehicle registration number, the specified endorsement will apply only to the vehicle which has that registration number.

If an endorsement number is followed by a person's name, or a type of person, the specified endorsement applies only to that person or type of person.

Endorsement number 05 - Excess

For any claim under section 2, you must pay the first amount shown against this endorsement number on the schedule.

The amount shown is on top of any other excess or amount you may have to pay under this insurance.

Endorsement number 10 - Agreed value

If your vehicle is lost or totally destroyed, we will pay up to the amount shown against this endorsement number on the schedule.

Endorsement number 15 - Mileage

During any one period of insurance you must not drive the insured vehicle more than the number of miles shown against this endorsement number on the schedule.

If this insurance covers more than one vehicle, during any one period of insurance the total mileage of all vehicles must not be more than the amount shown against this endorsement number on the schedule.

You must tell Peter James Insurance the current recorded mileage at the start of the insurance and at each renewal date. If your mileage for the year is more than the amount shown against this endorsement number on the schedule, we may not provide further cover under this insurance.

Endorsement number 20 - Hire & Reward

This insurance also covers your vehicle while it is used for hire &/or reward &/or the carriage of passengers for remuneration as detailed in the Certificate of Motor Insurance.

Endorsement number 25 - Garage clause

You have agreed that you will keep your vehicle in a locked garage, the address of which you gave us, when it is not being used. We will not pay a claim under section 2 for any theft or malicious damage that happens between 10pm and 6am if your vehicle is parked at or near your home or the garage address and is not in a locked garage.

Endorsement number 165 - Limited Vehicle Cover

You are only insured under sections 1 & 2 and the following exclusions are applicable:-

Section 1

- i. Any damage loss or injury caused while the vehicle is being driven or used under its own power.

Section 2

- i. Any claim arising whilst your vehicle is being driven under its own power
- ii. Any claim arising whilst the vehicle is being serviced, maintained or repaired (unless the claim arises because of a fire)

Guidance notes

An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable'.