

Prudential Car Insurance

Your Policy Document



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Welcome to Prudential Car Insurance

This is Your Prudential Car Insurance Policy. Your Policy is made up of:

- › the Proposal Confirmation;
- › the Policy booklet;
- › the Certificate of Motor Insurance; and
- › the Schedule.

Any advice, leaflets or similar literature You receive about this insurance do not form part of Your Policy.

Please read Your Policy carefully and keep it in a safe place. If You do not feel that this Policy meets Your requirements, please send it back to Us straight away at the following address:

Prudential Car Insurance,
Atlantic House,
19-21 Tyndall Street,
Cardiff
CF10 4PP.

The contract of insurance

Your Car Insurance Policy is provided by Churchill Insurance Company Limited. Your Policy is proof of the contract between You and Us. It is based on the information given by or for You when You applied for this insurance. This information is shown on the Proposal Confirmation. You promise the information You have given Us is true as far as You know.

In return for You paying and Our accepting Your premium, We will provide insurance cover under the Terms of this Policy during the Period of Cover shown in the Schedule.

How to read Your Policy

This Policy must be read as a whole. The general exceptions and general conditions appearing on pages 17-21 apply to each Section of this Policy.

Governing law

You and We can choose the law which applies to this contract. Unless You and We agree otherwise, English Law will apply.

Your cover

Your Schedule indicates which Sections of this Policy booklet apply to You.

If you have any questions

If you have any questions about Your Policy, please call Us on the number shown on Your Schedule.

Definitions

Wherever the following words or expressions appear in Your Policy or Schedule, they will have the meaning given here unless We say different.

Approved Repairer A repairer approved by Us and authorised to repair Your Car following a claim under Section B or Section C of this Policy.

Car Any private motor vehicle insured under this Policy and described in the Certificate of Motor Insurance. In Sections B (Damage to Your Car) and C (Fire and Theft), the term 'Car' also includes its accessories and spare parts, whether they are on or in the vehicle, or in Your private garage.

Certificate of Motor Insurance This document provides evidence that You have taken out the insurance You must have by law. It identifies who can drive Your Car and the purposes for which Your Car can be used. It also says whether You have cover under Section A (Liability to other people) while driving any other car.

Excess The amount You must pay towards any claim.

Market Value The value of Your Car in line with the Market Value for vehicles of a similar age and condition at the time of the accident or loss.

Partner Someone You are living with as if You are married to them.

Period of Cover The period You are insured for on the Car Policy Schedule.

Policy The Policy booklet, Schedule, Proposal Confirmation and Certificate of Motor Insurance.

Proposal Confirmation The document recording the statements made and information provided by or for You when You applied for cover.

Schedule The document which identifies the policyholder and sets out details of the cover Your Policy provides.

Terms All Terms, exceptions, conditions and limitations which apply to the Policy.

Track Day An event where the vehicle is being driven on a motor racing track, airfield, de-restricted toll road or at an off road 4x4 event.

Trailer Any form of Trailer which has been specially built to be towed by a car.

We, Us, Our, The Company Churchill Insurance Company Limited.

You, Your The person named as the policyholder in the Schedule.

Section A - Liability to other people

1a Cover for You

We will cover You for Your legal responsibility if You have an accident in Your Car and:

- › You kill or injure someone; or
- › You damage their property.

This cover also applies to any accident involving a Trailer or broken down motor vehicle which You are towing.

1b Driving other cars

If Your Certificate of Motor Insurance says so, this Policy provides the same cover as '1a Cover for You' when You are driving any other car as long as it is not a car owned by You or hired to You under a hire purchase or leasing agreement.

This cover only applies if:

- › there is no other insurance in force which covers the same claim;
- › You have the owner's permission to drive the car;
- › the car is being driven in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- › You still have the insured car and it has not been damaged beyond cost-effective repair.

What is not covered

- › Loss of or damage to any other car You drive.

2 Cover for other people

We will also provide the cover under Section 1a for:

- › anyone allowed by the Certificate of Motor Insurance to drive Your Car, as long as they are driving the Car with Your permission;
- › anyone You allow to use but not drive Your Car, for social or domestic purposes;
- › anyone who is in or getting into or out of Your Car;
- › the employer or business partner of anyone named on this Policy, as long as the Car is not owned by or hired to that person and they are not using it for a purpose forbidden by the Certificate of Motor Insurance; and
- › the legal personal representative of anyone covered under this Section if that person dies.

3 Legal costs

If any person has an accident that is covered under this Policy, We will pay:

- › solicitor's fees to represent any insured person at a coroner's inquest, fatal accident inquiry or magistrates court, as long as We have agreed beforehand;
- › the reasonable cost of legal services which We will arrange to defend that person against a charge of manslaughter or causing death by dangerous or reckless driving; and
- › any other costs or expenses We agree to beforehand.

4 Emergency medical treatment

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

5 Our right to get back what We have paid

If, under the law of any country, We have to make a payment which We would not otherwise have paid under this Policy, You must repay the amount of that payment.

Exceptions which apply to Section A

What is not covered

- › We do not cover anyone who has other insurance covering the same liability.
- › We do not cover death or injury to anyone while they are working with or for the driver of the car except as set out in road traffic law.

- › We do not cover loss or damage to a car, Trailer or other property owned by, or in the care of, any person covered under this Section.
- › We do not cover liability caused by acts of terrorism as defined in the Terrorism Act 2000 unless We have to provide cover under the Road Traffic Acts.
- › We do not cover liability for more than £20,000,000 for any claim or series of claims for loss of or damage to property including any indirect loss or damage caused by one event.

Section B - Damage to Your Car

What is covered

If Your Car is lost or damaged, We will:

- › pay to repair the damage or repair the damage ourselves;
- › replace what is lost or damaged if this is more cost-effective than repairing it; or
- › settle Your claim in cash.

We will decide how We settle Your claim.

What is not covered

The amount shown in the Schedule as the Own Damage Excess plus any other excess shown in the Schedule as a Driver's Excess, together with any applicable Young or Inexperienced Driver's Excess.

- For the purposes of the Young or Inexperienced Driver's Excess, an Inexperienced Driver is a person who has not held a full driving licence to drive Your Car for at least 1 year if issued in the United Kingdom or for at least 2 years if issued elsewhere.
- Any amount over the limit stated in the Schedule for loss of or damage to permanently fitted in-car audio, television, telephone and electronic navigation equipment.

The most We will pay

We will not pay more than the Market Value of the Car at the time of the loss or the amount Your Car is insured for (less the Excess), whichever is less.

Section C - Fire and theft

What is covered

If Your Car is lost or damaged as a result of theft, attempted theft, fire, lightning, or explosion, We will:

- pay to repair the damage or repair the damage ourselves;
- replace what is lost or damaged if this is more cost-effective than repairing it; or
- settle Your claim in cash.

We will decide how We settle Your claim.

New car cover

If Your Car is less than one year old and You have been the first and only registered owner, We will replace it with one of the same make and model if it has:

- been stolen and not found; or
- suffered damage covered by this Policy and the cost of repairing it will be more than 60% of the last United Kingdom list price (including taxes).

We can only do this if a replacement car is available in the UK and anyone else who has an interest in the Car agrees.

If a suitable replacement car is not available, We will settle the claim by one of the methods shown above.

If We settle a claim under this clause, the lost or damaged Car becomes Our property.

What is not covered

- The Excess shown in the Schedule.
- Loss or damage to the Car or its contents (or both) where possession is gained by any form of deception or fraud.
- Losing money because You are deceived, or do not receive all the money You agree when You sell the Car.

- › Loss or damage caused by theft or attempted theft if the Car was not properly locked or if any window, roof opening, removable roof panel or hood was left open or unlocked.
- › Loss or damage caused by theft or attempted theft if the keys are left in the unattended Car.
- › Any amount over the limit stated in the Schedule for loss of or damage to permanently fitted in-car audio, television, telephone and electronic navigation equipment.

The most We will pay

We will not pay more than the Market Value of the Car at the time of the loss or the amount Your Car is insured for (less the Excess), whichever is less.

Section D - Windscreen damage

What is covered

We will pay:

- › to replace or repair broken glass in the windscreen or windows of Your Car and any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage.

Claims under this Section will not affect Your No Claim Discount.

What is not covered

- › The Excess shown in the Schedule.
- › Broken glass in sunroofs.

The most We will pay

Up to the limit stated in the Schedule for each incident, unless the repair or replacement is carried out by one of the recommended glass specialists shown at the bottom of the Certificate of Motor Insurance. We will not pay more than the Market Value of the Car at the time of the loss or the amount Your Car is insured for (less the Excess), whichever is less.

Conditions which apply to Sections B, C and D

1 Hire purchase, leasing and other agreements

If We know that the Car is owned by someone other than You, We will settle any claim, including the making of any payment, with the legal owner first, before making any payment to You.

2 Parts which are not available

If any part or accessory is not available, the most We will pay for that part will be the cost shown in the manufacturer's last United Kingdom price list (plus the reasonable fitting costs).

3 Removal and delivery

If Your Car cannot be driven as a result

of loss or damage covered under this Policy, We will pay the reasonable cost of taking it to the nearest suitable repairer. We will also pay the reasonable cost of delivering the Car to You at the address shown in the Schedule after it has been repaired. We may ask You to put Your Car in safe storage, which We will find for You, before it is repaired, sold or taken for scrap. We will pay the reasonable cost of storage.

4 Total loss of Your Car

If Your Car is written off, We will take any part of the full premium You owe from any payment We give You. When We have done this, We will have met all Our responsibilities to You under the Policy and the Car will become Our property. All cover will then end unless We agree differently. We will not refund any of Your premium.

5 Non-Manufacturers parts

If Your Car is three years old or more, We may decide to repair it with parts which have not been made by the Car's manufacturer, but are of a similar standard.

- Any part of a repair or replacement which improves Your Car beyond its condition before the loss or damage took place.
- Any mechanical, electrical, computer failure or breakdown or breakage.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.
- Deliberate damage caused by anyone insured under this Policy.
- Loss of use or other indirect loss.
- Loss or damage to any Trailer, caravan or disabled motor vehicle, or their contents, being towed by the Car.
- Loss or damage to the Car if, at the time of the incident, it was being driven or used without Your permission by someone in Your family or who was living with You. This exception does not apply if the person driving is prosecuted for taking the Car without Your permission.

Exceptions which apply to Sections B, C and D

What is not covered

- Loss or damage caused by wear and tear or loss of value.

Section E - Personal accident

1 Personal accident benefits

If You or Your spouse/Partner are accidentally injured while travelling in or getting into or out of any car, and this injury alone results within three calendar months in:

- › death;
- › permanent loss of sight in one or both eyes; or
- › loss of one or more limbs.

We will pay the injured person or their legal representatives the benefit amount shown in the Schedule. We will not pay more than one benefit amount in any Period of Cover.

What is not covered

- › Any injury or death resulting from suicide or attempted suicide.
- › Anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident.

Section F - Extra cover

1 Medical expenses

If the Car is in an accident, We will pay medical expenses up to the amount shown in the Schedule for each person injured.

2 Hotel expenses

If Your Car cannot be driven after an accident or loss covered under Section B of this Policy, We will pay up to the amount stated in the Schedule for the driver, or twice this amount in total for all the people in the Car, towards the cost of hotel expenses for a necessary overnight stop.

3 New car cover

If Your Car is less than one year old and You have been the first and only registered owner, We will replace it with one of the same make and model if it has:

- › been stolen and not found; or
- › suffered damage covered by this Policy and the cost of repairing it will be more than 60% of the last United Kingdom list price (including taxes).

We can only do this if a replacement car is available in the UK and anyone else who has an interest in the Car agrees. If a suitable replacement car is not available, We will settle the claim by one of the

methods shown in Section B. If We settle a claim under this clause, the lost or damaged Car becomes Our property.

4 Clothing and personal belongings

We will pay for loss of, or damage to, clothing and personal belongings caused by fire, theft, attempted theft or accident, while they are in or on Your Car. We will not pay more than the amount shown in the Schedule for any one incident. If You ask Us to pay someone else, We will have no further responsibility to You once We have done so.

What is not covered

Loss of or damage to:

- money, credit or debit cards, stamps, tickets, vouchers, documents, securities, goods or samples carried in connection with any trade or business;
- property insured under any other Policy; or
- property from an open or convertible Car where the roof has been left retracted, unless the property was left in a locked boot or locked glove compartment.

5 Uninsured Driver Promise

If You make a claim for an accident that is not your fault and the driver of the car that hits You is not insured, You will not lose your No Claim Discount or have to pay any Excess.

Conditions

We will need:

- the vehicle registration number and the make and model of the car; and
- the driver's details, if possible.

It also helps Us to confirm who is at fault if You can get the names and addresses of any independent witnesses, if available.

When You claim, You may have to pay your Excess. Also, if when your renewal is due investigations are still ongoing, You may lose your No Claim Discount temporarily. However, once We confirm that the accident was the fault of the uninsured driver, We will repay your Excess, restore your No Claim Discount and refund any extra premium You have paid.

Section G - Territorial limits

1 Territorial limits and using Your Car abroad

This Policy provides the cover described in Your Schedule in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and during sea journeys between these places.

It also provides the minimum cover You need by law to use Your Car in:

- any country which is a member of the European Union; and
- any country which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (No 72/166/EEC).

2 Policy cover abroad

The territorial limits of the Policy are automatically extended to include any member country of the European Union, Switzerland, Croatia, F.Y.R.O.M and Norway. Your Car will also be covered while being carried by a recognised carrier between any countries to which the insurance applies provided that the journey does not take longer than 65 hours under normal conditions. Cover in these countries is conditional upon Your

main permanent residence being in the United Kingdom and the visit being of less than 90 days.

3 Customs duty

If You have to pay customs duty on Your Car in any of the countries shown in Section G2 Policy Cover Abroad because of loss or damage covered under the Policy, We will pay these costs for You.

4 Spanish guarantee or deposit (bail bond)

If You have an accident in Spain, the Spanish authorities may confiscate Your Car, keep the driver for questioning and ask for a deposit or a guarantee before they will release them. If this happens, We will provide this deposit or guarantee up to the amount shown in the bail bond.

You or the driver must then do all that You can to help Us get back the deposit or cancel the guarantee as soon as possible afterwards.

If We lose all or part of the guarantee or deposit or it is taken to pay the fines or costs, You must repay Us the amount We have lost immediately.

Section H - CLAS - Claims Legal Assistance Service

This section only applies if it is shown on the motor Policy insurance Schedule.

The cover provided by this section is legal expenses insurance.

Definitions which apply to CLAS

(See also Definitions on page 3)

In this section H, the words below will have the following meanings.

Costs the professional fees and expenses reasonably and necessarily charged by Your Solicitor in proportion to the value of Your claim and how complicated it is. We will also pay costs which You are ordered to pay by a court or other organisation and any other costs We agree to in writing.

The most We will pay for all costs will be £50,000 for any claim or claims arising from any one incident.

Period of Insurance the period you are insured for on the motor Policy insurance Schedule.

Solicitor any suitably qualified person appointed to represent You under this section.

Territorial Limits Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, any country which is a member of the European Union and any country

which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on insurance arising from using motor vehicles (number 72/166/CEE).

Uninsured Losses losses which You cannot recover from any insurance policy.

You, Your any person identified in the current Certificate of Motor Insurance as being authorised to drive or use Your Car. This also includes any passengers.

Cover provided

We will pay for the Costs of recovering Uninsured Losses which arise directly from any road-traffic accident involving Your Car causing:

- › Your death or injury;
- › damage to Your Car;
- › damage to any property in Your Car which You own or are legally responsible for; or
- › any other Uninsured Losses You suffer.

Cover provided by CLAS only applies if:

- › at the time of the accident, Your Car is being driven or used for a purpose allowed and by a person identified in Your Certificate of Motor Insurance;

- › the date of the accident is within the Period of Insurance and the accident happens within the Territorial Limits;
- › any legal proceedings will be carried out within the Territorial Limits by a court or other organisation which We agree to; and
- › it is always more likely than not that You will be successful with Your claim for damages.

Exceptions which apply to Section H

(See also General Exceptions on page 16)

You are not covered for any of the following.

- › Costs You have paid or will have to pay before We agree to them.
- › Any dispute with Us about this section of the Policy other than as shown in Condition 5 (page 15)
- › Any Costs if You stop or settle a claim, or withdraw instructions from the Solicitor without good reason. If this occurs You will then have to refund any Costs and expenses We have paid or agreed to pay during Your claim.
- › Any fines, penalties, compensation or damages which You are ordered to pay by a court or other organisation.

Conditions which apply to Section H

(See also General Conditions on pages 17 to 21)

If You do not keep to these conditions, We may cancel this section, refuse any claim and withdraw from any current claim.

1 You must do the following

- › Tell Us about Your claim as soon as possible;
- › Let Us have full details of Your claim and any other information that We or the Solicitor ask for (You must pay any costs involved in providing this information);
- › Fully co-operate with the Solicitor and Us, and not do anything which might damage Your claim. If We ask, You must tell the Solicitor to give Us any documents, information or advice that they have or know about;
- › Tell Us about any developments affecting Your claim;
- › Tell Us if the Solicitor refuses to continue to act for You or if You withdraw Your instructions;
- › Tell Us if anyone makes a payment into court or offers to settle Your claim;
- › Try to get back any Costs that We have to make, and if You do get them back, pass them to Us; and

- › Get Our agreement before You negotiate or settle a claim.

2 Appointing a Solicitor

- › We have chosen a panel of legal firms to provide legal services. These firms may make payments to Us for being members of the panel. While You are responsible for any legal Costs they charge, Your Policy will cover them as long as You keep to the Policy conditions.
- › You have the right to appoint a Solicitor of Your choice to safeguard Your interests from the time You have the right to make a claim under this Policy. This includes the right to appoint the Solicitor of Your choice to serve Your interest in any inquiry or proceedings or if a conflict of interests arises. However, upon presentation of a claim, We may appoint a Solicitor to safeguard Your immediate interests if We consider it necessary.
- › We or You will appoint the Solicitor to act for You according to Our standard terms of appointment. (You can ask Us for a copy.)
- › You must not enter into any agreement relating to charges with the Solicitor without getting Our permission first.

- › If a Solicitor refuses to continue acting for You with good reason, or if You dismiss them without good reason, Your cover will end immediately unless We agree to appoint another Solicitor.

3 You must tell Your Solicitor to do the following

- › Get Our written permission before instructing a barrister or an expert witness;
- › Tell Us immediately if it is no longer more likely than not that You will be successful with Your claim.

4 We can do the following

- › Contact the Solicitor at any time, and he or she must co-operate fully with Us at all times;
- › Decide to settle Your claim by paying the amount in dispute;
- › Refuse to pay further Costs if You do not accept a reasonable offer to settle Your claim; and
- › Refuse to pay further Costs if it is no longer more likely than not that You will be successful with Your claim.

5 Disputes

You have the right to refer any disagreement between You and Us to arbitration. (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor, barrister or other suitably qualified person You and We agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the Territorial Limits whose law governs this section of the Policy. We and You must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

You may also refer any disagreement between You and Us to the Financial Ombudsman Service, which is a service offered to You free of charge.

(See page 22 for details of Our complaints procedure.)

6 Cancellation

We can cancel Your CLAS cover by sending You, the Policyholder, seven days' notice in writing to Your last known address. You, the Policyholder, can cancel Your CLAS cover by telling Us.

We will only refund the part of the premium You have not used when We cancel the cover. We will not refund any premium when You cancel the cover or if a claim has been made.

If the cover is cancelled, it will not affect Your rights to any claim which happened while the cover was in force.

General Conditions 2 on page 17 and 3, 5 on page 18 do not apply to CLAS.

No Claim Discount

If You do not claim during the Period of Cover, We will reduce Your renewal premium in line with Our scale applicable at the renewal date. Details are available on request.

The following will not affect Your No Claim Discount:

- payments made under Section D (Windscreen Damage);
- payments for emergency treatment fees; and
- claims where You are not at fault, as long as We have got back all that We have paid from those who are responsible.

Courtesy car following a claim

Following a claim under Section B or Section C, if Your Car is repaired by an Approved Repairer, they will provide You with a car whilst Your own is being repaired. The courtesy car is intended to keep You mobile during the course of repairs and is not intended to be like for like in terms of size, type, value or status.

Approved Repairers are situated in most parts of the UK.

Your Policy will cover You to drive a courtesy car supplied to You by an Approved Repairer following a claim under Section B or Section C. This cover extends to all persons named on Your Certificate of Motor Insurance and is restricted to the use, Limitations and Exclusions stated.

The cover provided in respect of a courtesy car is subject to the Terms, conditions and exceptions as described in Your Policy wording and Schedule. If the cover provided under this Policy is Third Party Fire and Theft, the cover provided for the courtesy car will be Comprehensive and You will be responsible for the first £150 of any claim under Section B of the Policy.

General exceptions which apply to all Sections

You are not covered for any of the following.

1 Who uses the Car

Any injury, loss or damage which takes place while the Car is being:

- › driven or used by anyone not allowed to drive it, or used for any purpose not allowed by the Certificate of Motor Insurance or Schedule; or
- › driven by someone who does not have a valid driving licence or is breaking the conditions of their driving licence.

This exception does not apply if the Car is:

- › with a member of the motor trade for the purpose of maintenance or repair;
- › stolen or taken away without Your permission; or
- › being parked by an employee of a hotel, restaurant or car parking service.

2 Contract

Any claim as a result of an agreement or contract unless We would have been responsible anyway.

3 Radioactivity

Any loss or damage to property or any direct or indirect loss, expense or liability caused or contributed to by:

- › ionising radiation or radioactive contamination from any nuclear fuel or waste; or
- › the radioactive, toxic explosive or other dangerous properties of nuclear equipment or its nuclear parts.

4 War

Any loss or damage caused by war, invasion, revolution or a similar event unless We have to provide cover under the Road Traffic Acts.

5 Riot

Any loss or damage caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands. This exception does not apply to Section A of this Policy.

6 Earthquake

Any loss or damage caused by earthquakes and the results of earthquakes.

7 Use on airfield

Legal liability caused by using a car on any part of an aerodrome, airport, airfield, or military base where aircraft go.

8 Pollution

Any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the Period of Cover.

9 Recovery of Seized Vehicles

We will not cover use to secure the release of a motor car, other than Your Car, which has been seized by, or on behalf of, any government or public authority.

General conditions which apply to all Sections

1 Your duty

We will only provide the cover set out in the Policy if You keep to all the Terms and conditions of the Policy. All information given to Us must be, as far as You know, correct. It is Your responsibility to make sure that information relating to all drivers covered by the Policy is accurate. If We do discover, that You or someone acting for You knowingly gave false information, We will cancel the Policy, treat it as though it never existed and We will not pay Your claim.

2 Accidents and losses

You must tell Us as soon as reasonably possible of any incident which may lead to a claim under this Policy. If You

receive any notice of prosecution, inquest or fatal accident enquiry or You are sent a writ, summons, claim or letter, You must send it to Us, unanswered, as soon as possible.

3 Claims procedure

You must not admit liability for or negotiate to settle any claim without Our written permission. We may take over, defend or settle the claim, or take up any claim in Your name for Our own benefit. You must give Us all the information and help We need.

4 Other insurance

If You have other insurance which covers the same loss, damage or liability, We will not pay more than Our share of Your claim. This does not apply to personal accident benefit (see Section E)

5 Cancelling Your policy

- a) Cancellation by us - We have the right to cancel this policy by sending seven days written notice to your last known address. If we do, we will return the premium less an amount for the period the policy has been in force. The Certificate of Motor Insurance remains our property and you must surrender it to us within seven days of the cancellation date.

If we have cancelled due to you not paying an instalment and you have made a claim, or one has been made against you during the current period

of cover, then the balance of the year's premium shall become payable.

Please note under the Road Traffic Act it is an offence not to surrender the Certificate of Motor Insurance within 7 days of the cancellation date.

- b) Cancellation by you - You can cancel this policy at any time by telling us either over the phone or in writing. Please return the Certificate of Motor Insurance.

Please note under the Road Traffic Act it is an offence not to surrender the Certificate of Motor Insurance within seven days of the cancellation date.

Cancelling the direct debit instruction does not mean you have cancelled the policy.

If you cancel within 14 days of the policy starting or within 14 days of receiving your documents (whichever occurs later) we will return any premium paid less an administration fee as shown in your Schedule.

If you cancel after those 14 days have passed, we will return any premium paid less:

- a charge for the number of days for which cover has been given; and
- an administration fee as shown in your Schedule.

We will not refund any premium paid if you have made a claim or if one has been made against you during the period of cover.

- c) Cancellation on renewal - if you cancel before the new period of insurance (renewal) is due to start, we will return any premium paid in full. If the new period of insurance has started and you cancel within 14 days of it starting or 14 days of receiving your documents, whichever is later, we will return any premium paid in full. If you cancel after those 14 days have passed we will return any premium paid less:- a charge for the number of days for which cover has been given; and an administration fee as shown in your schedule.

We will not refund any premium if you have made a claim or one has been made against you during the period of cover.

- d) Suspensions - You can suspend this policy at any time by telling us either over the phone or in writing. Please return the Certificate of Motor Insurance.
- If you suspend cover we will retain any premium paid. If you are paying by instalments, you must continue paying instalments during the period of suspension.

- If cover is suspended for more than 28 days in a row or if the policy expiry date passes during the period of suspension, we will refund you a portion of your premium for the suspension period. If cover is suspended for less than 28 days in a row and reinstated before the policy expiry date we will not refund any premium.

We will not refund any premium if you have made a claim or if one has been made against you during the period of cover

6 Administration fees

If you make any temporary or permanent changes to your policy during the year, you may have to pay an administration fee. When you tell us of any change during the period of insurance and this results in an additional or return premium, an administration fee may be made. Please refer to your Schedule for our administration fees.

7 Taking care of Your Car

You must:

- make sure the Car is roadworthy;
- take all reasonable steps to protect the Car and its contents from loss or damage; and

- › allow Us to examine the Car at any reasonable time if We ask You.

8 Car Sharing

Your Policy covers You for carrying passengers for social or similar purposes in return for payment. But it does not cover You if:

- › Your Car is made or adapted to carry more than eight passengers;
- › You are carrying the passengers as customers of a passenger-carrying business; or
- › You are making a profit from the passengers' payments.

9 Changes which may affect Your cover

You must tell Us as soon as possible if any of the following happens.

- › You make changes to Your Car which improve its value, performance or attractiveness to thieves;
- › You change Your Car;
- › You want to use the Car for a purpose not included in Your Certificate of Motor Insurance;
- › You become aware of any medical or physical condition of any driver which may affect their ability to drive;

- › You are convicted of a motoring offence other than fixed-penalty parking tickets;

- › You change the address at which You normally keep Your Car; or

- › You change jobs.

We may then re-assess Your cover and premium. If You do not tell Us about any relevant changes, We may:

- › charge You the wrong premium;
- › reject or reduce Your claim;
- › declare Your Policy invalid.

Changes made during the Period of Cover may result in an amendment fee being charged in addition to any change in the yearly premium. Details of any charges will be shown on Your Policy Schedule.

10 Fraud

You or any person acting for You must not make false claims.

If You or anyone acting for You makes a claim knowing any part of it to be false, We will not pay the claim and We will cancel Your Policy.

11 Settling disagreements

If We have agreed to a claim but there is a disagreement over the amount to be paid, the problem must be decided

by an arbitrator who You and We can both accept. You cannot take legal action against Us until the arbitrator has decided on the amount We should pay.

How to make a claim

To notify us a claim in the first instance please telephone **0845 605 9263**

12 If You miss a payment

If You are paying Your premium in instalments and You miss a payment, We will cancel Your cover. We will give You seven days' notice before We do this.

13 If You have not paid Your premium

We may take any unpaid premiums from any claim payment We make to You.

14 Parties to this contract

This contract is between You and Us. No-one else has any rights they can enforce under this contract except those they have under road traffic law.

15 Automatic Renewal

This Policy may be automatically renewed by Us on the renewal date. If We intend to automatically renew, We will notify You of Our intention prior to expiry together with details of the renewal premium. If You do not wish to renew this Policy You should inform Us prior to the renewal date.

16 Vehicle Registration

To be covered by this Policy Your Car must be registered in, or be in the process of being registered in, the UK, the Channel Islands or the Isle of Man.

Important Information

How to complain

We aim to provide You with a first-class Policy and unrivalled service, especially when We settle claims. However, there may be times when You feel that We have not done so. If this is the case, We would rather be told about it so that We can do Our best to solve the problem.

Should there ever be an occasion when You need to complain, please call Us on Our priority number **0845 605 9260**. If your complaint relates to a claim, please contact your claims handler whose details will be shown in your claims documentation.

If You wish to write, then address your letter as follows:

- ▶ Claims related complaints to
Customer Relations Department,
Prudential Car Insurance,
Cote Lane,
Pudsey,
LS28 5GF.
- ▶ All other complaints should be addressed to
Customer Relations Department,
Prudential Car Insurance,
Atlantic House,
Tyndall Street,
Cardiff
CF10 4PP.

If We cannot resolve the differences between Us, You may refer your complaint to the Financial Ombudsman Service (FOS). Their address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone **0845 080 1800**.

Details about our Regulator

Churchill Insurance Company Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at www.fsa.gov.uk or the Financial Services Authority can be contacted on **0300 500 5000**. The FSA registered number is 202727.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. (Maximum 90% of the claim with no upper limit after 31/12/09).

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme www.fscs.org.uk

Statement of Needs

We have not provided You with a personal recommendation as to whether this policy is suitable for your specific needs.

Your Consumer Credit Agreement

Your right to cancel Your Consumer Credit Agreement

If You have chosen to pay by instalments You may cancel the Consumer Credit Agreement within 14 days of receipt. If You would like to cancel the Consumer Credit Agreement, please call Us on 0845 605 9260 or write to Us at the address shown on Your documents. We will refund any premium paid in full provided that no claim has been made. If a claim has been made then We will deduct any remaining and unpaid premium from the settlement amount.

If You do not cancel the Consumer Credit Agreement, You must continue to pay the instalments for Your Policy otherwise We will cancel Your cover and terminate the Consumer Credit Agreement.

Please note that if You cancel Your Consumer Credit Agreement within 14 days, You have the option to continue cover under Your Policy as long as You pay the full premium. Otherwise, cover under Your Policy will also be cancelled.

Other important information about Your Consumer Credit Agreement

If You have a complaint relating to Your Consumer Credit Agreement You should refer to the "How to Complain" section in Your policy booklet.

You may terminate Your Consumer Credit Agreement at any time. However, if You wish cover to continue under the Policy then the outstanding balance must be settled in full.

We may terminate Your Consumer Credit Agreement if You fail to pay any instalment by the due date. For full details see your Consumer Credit Agreement.

Churchill Insurance Company Limited is the underwriter of Your Policy and provides credit to You in order that You may pay Your policy premiums in instalments.

It is possible that other taxes or costs not imposed by Us or paid through Us may apply to Your Consumer Credit Agreement.

English law will apply to Your Consumer Credit Agreement and it is subject to the jurisdiction of the English courts. We have supplied Your Consumer Credit Agreement and other information in English and We will continue to communicate with You in English.

Contact Us

Customer service	0845 605 9260
Account queries	0845 605 9261
Claims	0845 605 9263
Legal advice	0845 246 3565
24hr Accident (UK)	0800 032 4161
Autoglass	0800 328 9150



Prudential Car Insurance is underwritten by Churchill Insurance Company Limited, Churchill Court, Westmoreland Road, Bromley, Kent, BR1 1DP.

Registered in England No. 2258947.

The Prudential Assurance Company Limited, Laurence Pountney Hill, EC4R 0HH. Registered in England No. 15454.

Churchill Insurance Company Limited is authorised and regulated by the Financial Services Authority.