



**ERIDGE**  
UNDERWRITING

# **Private Car or Taxi**

## **Motor Insurance Policy**

## Claim Service

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If **you** are involved in an accident irrespective of blame, please always contact **us** immediately to enable **us** to provide **you** with the best possible service at a time when **we** know **you** will require as much support and assistance as possible.

To notify **us** of a claim or accident, please contact the

**CLAIMS HELPLINE on 0333 241 9200**

**Open 24 hours a day, 365 days a year.**

**Our** objective is to help minimise inconvenience and stress to **you** by organising a quick and efficient repair of **your** vehicle, whilst effectively managing any other claim covered by this Policy.

The more assistance and co-operation **you** can provide, the easier it will be for **us** to provide **you** with the help **you** need.

## The law

If **you** have an accident which involves an injury to any person or certain animals, another vehicle or damage to property, **you** must stop. If **you** own the vehicle, **you** must give **your** name, address and insurance details to anyone who has a good reason to ask. If **you** do not own the vehicle, **you** must also provide the owner's name and address.

If there is an injury and **you** do not give **your** details at the scene, **you** must report the incident to the police within 24 hours.

## At the scene

Turn on **your** hazard lights and set up a warning triangle. Make sure **you** are as visible as possible.

It is important that **you** obtain the following information or material:

- Location and time of accident.
- Details of all vehicles involved and registration numbers.
- The names, addresses and telephone numbers (preferably mobile phone) of the other driver(s) and any witnesses.
- The number of passengers in each vehicle.
- The insurance details of the other driver(s).

Please take notes and supply **us** with details of the following as a result of the accident:

- Any known injuries sustained.
- Property damaged and extent of damage.
- If a Police Officer attends the incident record their name, number and police force.

If possible, **you** should:

- Take mobile phone photos of the scene and damage to vehicles.
- Make a rough sketch of the accident scene showing the position of the vehicles before and after the accident.

**Do not admit that you were to blame. Do not sign anything at the scene.**

## Reporting the Accident

Report the accident immediately to **our** Claims Helpline

**CLAIMS HELPLINE on 0333 241 9200**

and provide **us** with all the information **you** obtained at the scene.

## Approved Repairers

If the damage to the **car** is covered and can be repaired, **we** will arrange for one of **our** approved repairers to contact **you** and:

They will collect the **car** free of charge.

If the **car** is not driveable, **we** may move the **car** to a safe place while it is waiting to be repaired or disposed of. **You** should remove all **personal belongings**.

While they are repairing the **car**, subject to availability the approved repairer will offer **you** a free courtesy car. This car is not intended to be on a like for like basis and typically **you** will be provided with a small hatchback.

A courtesy car will not be provided if:

- **You** do not use one of our approved repairers.
- If the vehicle being repaired is covered under a **Taxi Policy**.
- For any claims under Section 4 – Glass.

**You** must return the courtesy car when the owner or **we** ask **you** to, or if this insurance expires and **you** do not renew it.

After the repair the **car** will be returned to **you** having been cleaned inside and out.

All work carried out by **our** approved repairers is guaranteed for 5 years providing **you** remain the owner of the **car**.

## Glass only claims.

Contact the **Claims Helpline on 0333 241 9200**. Also refer to Section 4 of this Policy.

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# Contract of Insurance

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## Private Car or Taxi Insurance Policy

Thank **you** for choosing to insure with Eridge Underwriting. This document, together with **your** Policy **schedule** and **Certificate of Insurance**, is a legally binding contract of insurance between **you** and **us** and does not provide anyone else with rights to enforce any part of this contract.

**We** have agreed to insure **you** subject to the terms, conditions and exclusions contained within this document and in any **schedule** of **endorsements** attached for the period for which **you** have paid **your** premium. This insurance applies within the **territorial limits** unless **we** specify otherwise.

Underwritten by Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Details about the extent of Zurich Insurance Company Ltd.'s regulation by the Prudential Regulation Authority are available from them on request. Zurich Insurance Company Ltd.'s firm reference number is 959113.

This contract is governed, in relation to each vehicle insured under this contract, by the law of the place within the Territorial Limits where you reside or if there is any disagreement about which law applies, the law of the place where your vehicle is registered. You agree to submit to the exclusive jurisdiction of the courts in that place.

This contract is written in English and all communications about it will be conducted in English.



John Hamilton  
Managing Director  
Eridge Underwriting Agency Ltd

## Information **You** Have Provided

In deciding to provide the insurance under this Policy and setting the terms of it, **we** have relied on the information **you** have given **us**. The information **you** give **us** in relation to the insurance under this Policy must be accurate and complete.

**You** must tell **your insurance intermediary** as soon as possible if **you** become aware that information **you** have given is inaccurate or incomplete.

If the information **you** have provided is inaccurate or incomplete, **we** may:

- amend the terms of the Policy.
- reduce the amount **we** pay on a claim in proportion to any premium advantage gained by inaccurate or incomplete information.

If **we** establish that **you** deliberately, recklessly or carelessly provided false or misleading information **we** may:

- reduce the amount we pay you in the event of a claim, or
- cancel **your** policy immediately or
- treat as if this insurance never existed, which means no claims will be paid and **we** may not return the premium.

If this happens **we** will advise **your insurance intermediary** or **you** (in writing to **your** last known address or email address).

We also reserve the right to cancel any other policy you have with **us** or any **you** take in the future.

## **Your** right to cancel

**You** have 14 days to decide if this Policy meets **your** requirements. If **you** are not satisfied **you** can cancel within 14 days of the Policy starting or within 14 days of receiving **your** documents (whichever is the later). **We** will charge a premium for the period **we** have been insuring **you** and an administration charge of £25.00 plus insurance premium tax is applied. Refer to the General Conditions of the Policy for more information on cancellations.

# Definitions

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Certain words and phrases used in this document are shown in **bold** throughout the Policy and these have particular meanings which are shown below.

## **Accessories**

Parts or products specifically designed to be fitted to the **car**, including the manufacturer's standard tool kit and the **car's** safety equipment.

## **Automated Vehicle**

A vehicle legally allowed to drive itself in Great Britain as defined by the Automated and Electric Vehicle Act 2018.

## **Autonomous Mode**

A mode which allows the vehicle to drive itself legally, as allowed under the Automated and Electric Vehicles Act 2018.

## **Car**

Any motor vehicle which is not a **Taxi** and for which we have issued a **certificate of motor insurance**. This includes **accessories** and spare parts which are fitted to the **car**.

## **Car policy**

Any Policy which is not a **Taxi** Policy.

## **Certificate of Motor Insurance**

Evidence that **you** have the minimum motor insurance required by law to drive the **car**. It shows who may drive the **car**, what the **car** can be used for and whether **you** are allowed to drive other **cars**.

## **Endorsement**

A clause which alters the insurance cover and will be shown on **your schedule**.

## **Excess/Excesses**

The amount **you** must pay towards any claim and shown on **your schedule** or Policy section.

## **Insurance Intermediary**

The insurance broker, agent or adviser who acting on **your** behalf has placed this insurance with **us**.

## **Market Value**

The cost of replacing the **car** with one of the same make, model, specification and condition at the time of loss as assessed by **us**. **We** use guides which refer to vehicle values, engineers and other relevant sources to assess the **market value**, including the value declared by **you**.

## **Period of Insurance**

The period of time covered by this insurance as shown in the **schedule** and/or the **certificate of motor insurance**.



# Definitions (continued)

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## **Personal Belongings**

Property which is worn or used in everyday life and which belongs to **you** whilst in the insured **car**.

## **Proposal Form/Statement of Fact**

A form that shows the information provided by **you** and declared as accurate for the purposes of entering into an insurance contract with **us**.

## **Road Traffic Acts**

The laws which include details of the minimum motor insurance cover needed in the United Kingdom.

## **Schedule**

Confirms details of **you**, the insurance cover provided, the **car** and **excesses** that apply. The **schedule** forms part of the contract of insurance and must be read together with the Policy.

## **Taxi**

A motor vehicle licensed to transport passengers in return for payment of a fare is a **Taxi**.

## **Taxi policies**

A Policy which provides cover for a motor vehicle licensed to transport passengers in return for payment of a fare. Please refer to **your Certificate of Motor Insurance** to see whether **your** Policy covers **you** for such use.

## **Territorial Limits**

United Kingdom (Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and transit between any of these countries.)

## **Terrorism**

**Terrorism** as defined in the Terrorism Act 2000 or any subsequent acts.

## **Theft**

Any **theft** or attempted **theft** that **you** have reported to the police.

## **We, Our, Us**

Eridge Underwriting Agency Limited.

## **You/Your/The Insured/Policyholder**

The person named in the **schedule** and **certificate of motor insurance** as the policyholder or the Insured.

## **Your Partner**

The husband or wife, or civil partner of the **policyholder** living at the same address as the **policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

# Section 1 Accidental Damage

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## What is covered

**We** will cover **you** under this section for accidental and malicious damage to the **car** including **accessories** and spare parts which are kept in or on the **car**. **We** will also cover **personal belongings** if they are damaged as a result of an accident.

This is subject to the amount of **excess** shown in the **schedule**. **You** must pay the appropriate **excess** for each claim **you** make.

# Section 2 Fire and Theft

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## What is covered

**We** will cover **you** under this section for loss of or damage to the **car** caused by fire, lightning or explosion, **theft** or attempted **theft** including **accessories** and spare parts which are kept in or on the **car**.

If the keys to the **car** or lock transmitter are lost or stolen, **we** will pay up to a maximum £500 towards the cost of replacing the door locks and/or boot lock, ignition/steering lock, the lock transmitter and central locking interface, provided the location of the **car** is known to the person(s) in possession of the keys or transmitter.

**We** will also cover up to £200 **personal belongings** in the **car** if they are lost or damaged by fire or **theft**.

This is subject to the amount of **excess** shown in the **schedule**. **You** must pay the appropriate **excess** for each claim **you** make.

## Child Car Seat

If **you** have a child car seat fitted to **your car** and **your car** is involved in an incident where a claim is being made under Sections 1 or 2 of this Policy, **we** will cover **you** for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage.

## What is not covered under Sections 1 and 2

**We** will not cover:

- The amount of **excess** shown within the **schedule** or as an **endorsement** within the **schedule**.
- Loss or damage to the **car** if it is left unattended and the ignition key or any similar device is left in or on the **car**.
- **Theft** of property from the **car** if it is left unattended and all doors, windows and other openings have not been closed and/or locked.
- Loss or damage as a result of a theft or attempted theft to the **car** if it does not have an active tracking and/or immobilising device when left unattended and **your schedule** confirms a tracking and/or immobilising device is required.
- Loss or damage to the **car** if all doors, windows and other openings have not been closed and locked and where a tracking and/or immobilising device is a condition of cover that such security devices are not set.
- Loss of or damage to the **car** if any person named on the **certificate of motor insurance** is driving under the influence of drink or drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened.
- Loss of or damage to the **car** caused by a member of **your** family or household or a permitted driver or persons known to **you** taking the **car** without **your** permission.
- Loss or Damage caused by misfuelling.
- Wear and tear, depreciation, mechanical, electrical, electronic and computer failures, breakdowns or any loss or damage which happens gradually.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Damage to the **car's** cooling system caused by freezing liquid.
- Loss of value of the **car** as a result of a repair to it.
- Loss of or damage to the contents of the **car** including but not limited to telephones, two-way radio transmitters or receivers, removable satellite navigation system or money.
- Any amount over the manufacturer's latest list price for any part or accessory.
- Any repair or replacement part which improves the **car**.
- Loss of or damage to the **car** resulting from fraud or deception.
- Loss of use of the **car** or any costs incurred which are not directly associated with the incident that caused **you** to claim.
- Loss of or damage to the **car** if it is not covered by a valid Department of Transport test certificate (MOT), if one is needed by law.
- **Theft** of or attempted **theft** of the **car** unless reported to the police.
- Loss of or damage to the **car** caused deliberately by **you** or by any person driving it with **your** permission.
- Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Loss or damage caused by domestic animals, insects or vermin.

## How claims are dealt with under Sections 1 and 2

**We** will at **our** option choose to repair or replace the **car** or settle **your** claim for the amount of the loss or damage. The most **we** will pay is no more than the **market value** of the **car** at the time of loss, less the **excess** shown on **your schedule** and less the **excess** as shown below for young or inexperienced drivers:

- £175 of any claim if the driver in charge of the **car** at the time of the loss or damage is 22 or under; or
- £125 of any claim if the driver in charge of the **car** at the time of the loss or damage is aged 23 and 24; or
- £75 of any claim if the driver in charge of the **car** at the time of the loss or damage is aged between 25 and 29.

In addition to the **excesses** described above, an additional £225 **excess** applies to any person that has held a Full UK driving licence for less than 24 months.

If the **car** is damaged and such damage is covered by this Policy, **we** will pay the reasonable cost of protecting it and removing it to the nearest approved repairer and returning it to **you** after repairs have been carried out.

When carrying out repairs **our** approved repairers may fit parts made by other manufacturers they recommend for which they or the manufacturer offer a warranty, including recycled parts of similar type and quality to those being replaced.

Following any payment for a total loss settlement to **you** the **car** will become **our** property. If the **car** is under a hire purchase or leasing agreement, **we** will make the payment for the total loss to the hire-purchase or leasing company as appropriate. If there is still an amount owing to the finance or leasing company after **we** have settled **your** claim, **you** are responsible for this amount.

If **we** deem the **car** to be a total loss following a claim, **we** will not refund any premium if the Policy is cancelled. If **you** pay in instalments **your** full annual premium remains payable, and **we** may deduct outstanding premium from any total loss settlement.

## Replacement Car

If you are the first registered owner of the insured **car** and it is less than 12 months old:

- if it is stolen and not recovered within 30 days or
- damaged and the cost involved in the repair exceeds 50% of the manufacturers list price (including **car** tax and VAT) at the time of loss or damage

**we** will replace the **car** with a new **car** of the same make, model and specification, provided that one is available. Cars sold as 'ex-demonstrators' and 'nearly new' do not qualify for replacement under this section.

This is subject to:

- The **car** being registered to **you**, **your** spouse or civil **partner** or being purchased under a hire purchase agreement (excluding **cars** which are the subject of a contract hire or leasing agreement).
- **We** have agreement of any interested hire purchase company.
- **You**, **your** spouse or civil **partner** are the first registered owners.
- The recorded mileage does not exceed 15,000 miles at the time of the incident.
- The replacement **car** is available in the United Kingdom within 6 weeks from the time of the loss.

## Section 3 Liability to Others

### What is covered

This Policy covers **you** for **your** legal liabilities for the death of or injury to any person or damage to their property as a result of:

- **You**, driving the insured **car** or any other vehicle **your certificate of motor insurance** shows **you** are covered to drive. This includes towing any trailer, caravan or broken-down vehicle. This towing must be allowed by law and the trailer, caravan or broken-down vehicle that is being towed must be properly attached to the **car**.
- An employer of anyone **you** allow to drive the **car** if their driving and business use on behalf of that employer is covered by the **certificate of motor insurance**. This does not apply if the **car** is owned, leased, or hired to the employer or business partner or if the insured is a corporate body or firm.
- Any person driving the **car** with **your** permission provided **your certificate of motor insurance** shows he or she is allowed to drive the **car**.

**We** will also provide the same cover to:

- Any passenger travelling in, getting into or out of the **car**.

In the event of an accident involving a **car** covered by this Policy **we** will also pay at **our** discretion reasonable legal costs and expenses **we** have previously agreed in writing relating to:

- Solicitors' fees for representation at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction.
- The defence of a charge of manslaughter or causing death by reckless or dangerous driving providing they relate to a claim resulting from an accident covered by this section.
- Any other legal costs incurred with any accident which may involve legal liability under this insurance.

Unless **we** agree otherwise in writing, **we** will not pay representation for the following:

- A plea of mitigation (unless the offence **you** are charged with carries a custodial sentence).
- Appeals.
- Any representation arranged by **you** without **our** consent.
- Any actions outside the **Territorial Limits**.

**We** may, at any time, stop paying such legal costs and expenses.

If anyone insured by this section dies, **we** will extend the cover to which they would have been entitled to their personal representatives.

## What is not covered under Section 3

We will not cover:

- Liability for death or injury to any employee of the person insured arising during the course of their employment except where liability is required to be covered by the **Road Traffic Acts**.
- Loss of or damage to property of any person claiming cover under this section.
- For **car policies**, any amount over £20,000,000 for any one claim or series of claims from one event in respect of damage, loss of use or other indirect loss in respect of property.
- For **Taxi policies**, any amount over £5,000,000 for any one claim or series of claims from one event in respect of damage, loss of use or other indirect loss in respect of property.
- Any amount over £5,000,000 for legal fees and expenses for any one claim or series of claims from one event in respect of damage to property.
- Loss, damage or injury which result from any deliberate act or omission by **you** or any person driving the insured **car** with **your** permission.
- Death or injury to the driver or the person in charge of the **car** if the death or injury occurred as a result of that person having driven the **car**.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at any specific time and place, or except as required by the **Road Traffic Acts**.
- Any other legal costs incurred with any accident which may involve **your** legal liabilities under this insurance.
- Any claim if any person insured under this Policy can claim under another Policy.
- Loss, damage or injury which results from a trailer, caravan or broken-down vehicle that is being towed that is not properly attached to the **car** or if the **car's** maximum towing weight limit as set by the **car's** manufacturer is exceeded.

## Driving Other Cars

If **your certificate of motor insurance** allows (and **you** are not in the motor trade, car-hire or **Taxi** business) **we** will insure **you** under this section for **your** legal liabilities for driving a **car** that **you** have permission to drive which **you** or **your Partner** do not own and which **you** have not hired under a hire-purchase or leasing agreement.

Cover is not provided:

- For loss or damage to the **car you** are driving.
- If the **car you** are driving is manufactured to carry more than 8 people
- For loss or damage whilst driving outside of the United Kingdom.
- If **you** have sold the insured **car**.
- **If your car or the car being driven has been** declared SORN.
- If the car has been damaged beyond cost effective repair or stolen.
- If this insurance is not in the name of an individual.
- If the vehicle **you** are driving does not have a current and valid Insurance Policy
- If the vehicle **you** are driving is not in a roadworthy condition.

“Driving other cars” does not allow **you** to release a vehicle which has been seized by or on behalf of any government or public authority.

## Emergency Treatment

**We** will pay for emergency treatment charges as set out in the **Road Traffic Acts** resulting from an accident involving any vehicle covered by this Policy. If this is the only payment, then **your** No Claims Discount will not be affected.

## Section 4 Glass

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**To make a claim contact the Claims Helpline on 0333 241 9200**

### What is covered

- **We** will cover **you** for repairs or replacement for damage to the **car's** windscreen or glass windows including scratching to the **car's** bodywork if solely caused by the incident.
- When required, **we** will cover the costs to recalibrate **your car's** ADAS (Advanced Driver Assistance System) after the replacement of **your** windscreen.
- For replacements using **our** approved Windscreen repairer **we** will settle the claim subject to a £100 **excess**.
- For repairs using **our** approved Windscreen repairer **we** will settle the claim subject to a £25 **excess**.
- If **you** do not use **our** approved repairer, the maximum **we** will pay is £75 after the deduction of the **excess**.
- The maximum number of claims made under this section is two per Policy period.
- The maximum **we** will pay per claim for any repairs or replacement to the **car's** windscreen or glass windows is £400 after the deduction of the **excess**.

Any subsequent glass claims can be dealt with under Section 1 Accidental Damage.

### What is not covered under Section 4

**We** will not cover:

- Claims for damage to sunroofs, panoramic roofs, roof panels, lights or reflectors even if they are made of glass.
- The first £100 towards the cost of the replacement glass or windscreen.
- The first £25 towards the cost to repair the glass or windscreen.
- Extra costs for the work to be undertaken outside normal business hours, unless the windscreen is shattered, or the drivers vision or the security of the insured **car**, is affected.

## Section 5 Audio and/or Communication Equipment

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### What is covered

#### For Car

We will cover **your** permanently fitted audio and/or communication equipment against loss or damage. This is subject to the amount of **excess** shown in the **schedule**. **You** must pay the appropriate **excess** for each **claim you** make.

#### For Taxi only

We will cover the following **Taxi** equipment:

- Up to £300 for permanently fitted **Taxi** meter.
- Up to £1000 for permanently fitted two-way communication radio used for **Taxi** business purposes.
- Up to £100 for permanently fitted data head equipment used for **Taxi** business purposes.

### What is not covered under Section 5

We will not pay:

- More than £1000 for permanently fitted audio and/or communication equipment unless it is standard equipment for the **car** when built.
- More than £1000 for loss or damage to permanently fitted navigation equipment unless it is standard equipment for the **car** when built.
- Loss of or damage to removable audio, electrical or communication equipment.

## Section 6 Onward Travel or Overnight Accommodation

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If **your vehicle** cannot be driven after an insured incident, **we** will reimburse **you** for expenses incurred:

- up to £50 per person for you and your passengers, up to a maximum of £150, to travel home or to **your** original destination; or
- if **you** are more than 25 miles away from **your** home address, up to a maximum of £50 per person for you and your passengers for overnight accommodation.

Receipts will be required to validate **your** claim. Overnight accommodation will only be covered if it is within 24 hours of the incident within the **Territorial Limits**.



## Section 7 Personal Accident

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### What is covered

If **you** or **your partner** suffer accidental bodily injury in direct connection with the **car**, or suffer one of the following injuries or die within 3 months of an accident while getting into, travelling in or getting out of the **car** **we** will pay:

- £7500 for death.
- £7500 for total and permanent loss of one or more limbs.
- £7500 for permanent blindness in one or both eyes.

### What is not covered under Section 7

**We** will not pay for:

- Death or injury caused by suicide or attempted suicide, self-injury or while under the influence of drugs or alcohol.
- Any loss if **you** or **your partner** has more than one Policy with **us**. **We** will only pay out under one Policy.
- Any loss unless the Policy is in the name of an individual.
- Any amount over £7500 in any one **period of insurance**.

## Section 8 Uninsured Driver Promise

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If **you** are involved in an accident in **your car** that is not **your** fault and the person responsible for the accident is not insured, **your** No Claims Discount will be reinstated and **we** will refund **your excess**, provided:

- **You** must report the claim to **us** within 48 hours.
- **You** provide **us** with the make, model and registration of the vehicle that hit **you**.
- **You** supply the name and address of the other driver if possible; and
- **You** supply the names and addresses of any independent witnesses.

When **you** claim, **you** will initially have to pay **your excess**. If the investigations are still ongoing when **your** Policy reaches its renewal, **you** may lose **your** No Claims Discount temporarily.

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 9 Medical Expenses

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### What is covered

The cost of medical treatment provided to **you** or any passenger in the **car** as a result of an accident involving the **car**.

### What is not covered under Section 9

**We** will not cover:

- Any payment for each injured person over £250.
- Any payment for physiotherapy treatment.

## Section 10 Car Sharing

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Applicable to **car policies** only

This insurance will cover **you** when **you** are being paid for carrying passengers for social domestic and pleasure purposes as long as the total payment **you** receive for the journey does not provide a profit for **you**.

## Section 11 Voluntary Use

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This insurance will cover **you** to use **your car** to carry out voluntary driving for the benefit of charities, voluntary organisations, clubs or societies.

### What is not covered under Section 10 & 11

**We** will not provide cover:

- If the number of people being carried in the **car** (including the driver) exceeds the seating capacity of the **car**.
- Where **you** are carrying passengers as part of a business of carrying passengers.
- **You** are making a profit from payments **you** receive.

# Section 12 Foreign Use

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## Third Party Liability in Europe

While the insured **car** is in:

- Any country which is a member country of The European Union (EU).
- Any country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 8 (1) second subparagraph 7 of EU Directive 2009/103/EC relating to civil liabilities arising from use of motor vehicle.

this Policy automatically provides the minimum compulsory level of cover **you** need by law in the country concerned. This legal minimum does not include loss of or damage to the **car**.

## Full cover within the European Union

**We** will extend the Policy to provide the cover shown in **your schedule** for up to 60 days in any one **period of insurance** to any country of the EU and Andorra, Bosnia & Herzegovina, Iceland, Liechtenstein, Norway, Serbia and Switzerland provided:

- The **car** is taxed and registered within the **territorial limits**.
- **Your** main permanent home is within the **territorial limits**.
- **Your** visit abroad is only temporary.
- **Your** visit abroad is for social, domestic and pleasure purposes only.

**You** do not need to notify **your insurance intermediary** if **you** are taking the **car** to any of these countries, but **you** do need to take **your certificate of motor insurance**. Please note in the event of a claim, **you** may be required to evidence **your** travel.

This will cover the **car** while it is being transported by rail or sea between any of the countries shown above provided it is not more than 65 hours in duration.

**We** will also pay any customs duty which **you** may have to pay and/or the reasonable cost of delivering the **car** to **your** address in the United Kingdom.

## Countries outside the European Union and other designated countries

We do NOT provide extended cover under this policy.

# Section 13 No Claims Discount

If **you** or any driver named on **your** Policy make a claim, even if **you** were not responsible (for example, if the **car** is stolen or damaged by vandals), or a claim is made against **you**, **you** could lose part or all of **your** No Claims Discount.

Claims which do not affect **your** No Claims Discount:

- payments made for windscreen damage (up to two in the Policy period).
- payments for emergency treatment fees.
- claims which are not **your** fault where **we** have recovered all of **our** outlay.
- Claims made under Section 8 - Uninsured Driver Promise.

If **your** renewal is due and a claim under **your** Policy is outstanding, **we** may reduce **your** no claim discount provisionally. However, if **we** establish that the circumstances of the outstanding claim should not have affected **your** no claim discount, **we** will restore **your** no claim discount once the claim is settled and refund any extra premium that has been paid in respect of the reduction in the no claim discount.

**We** amend no claims discount at renewal including a step-back system that reduces **your** No Claims Discount (NCD) should **you** make one or more claims that adversely impacts **your** NCD.

Number of years' NCD at the inception of last period of cover	Number of years NCD Claims at next renewal		
	No Claims	One claim in one Policy period	Two or More claims in one Policy period
0	1	0	0
1	2	0	0
2	3	0	0
3	4	1	0
4	5	2	0
5	6	3	0
6	7	3	0
7	8	3	0
8	9	3	0
9	9	3	0

# No Claims Discount (continued)

## Protected No Claims Discount

If **you** have earned 4 or more years No Claims Discount, **you** can choose to pay an additional premium at the start or at renewal of **your** Policy, to protect it. By doing this **you** can prevent **your** NCD being reduced after a claim has been made on **your** Policy.

Protected NCD does not protect the overall price of **your** insurance Policy. The price of **your** insurance Policy may increase following an accident even if **you** were not at fault.

The table below shows how **your** No Claims Discount would be affected if **you** made a claim or claims, and **you** have chosen to protect **your** No Claims Discount. If **your** Policy includes Protected NCD, this will be shown on **your** schedule.

Number of years' NCD available (with NCB protection)	NCD at next renewal				
	No Claims	One claim in one Policy period	Two claims in one Policy period	Three claims in one Policy period	Four or more claims in one Policy period
4	5	4	4	2	0
5	6	5	5	3	0
6	7	6	6	3	0
7	8	7	7	3	0
8	9	8	8	3	0
9	9	9	9	3	0

# Section 14 Non-Motor Public Liability

(This Section only applies to Taxi Policies)

## What is covered

**We** will cover **you** for all **your** legal responsibilities for damages arising directly from **your** business for:

- Accidental bodily injury to any person not employed by **you**.
- Damage to property.

This includes:

- Legal costs and expenses incurred with **our** written consent.
- Liability arising out of **your** contract with any person, business or organisation or local authority but only to the extent required by the contract conditions and that **we** will conduct and control all claims arising from cover under this section.

## What is not covered

**We** will not cover:

- Any amount over £5,000,000 for any one claim or series of claims from one event in respect of bodily injury to any person not employed by **you** or damage, to property.
- The amount of **excess** shown in the **schedule**.
- Any loss or damage that occurs outside of the United Kingdom or outside the area where **you** are licensed to operate.
- Any bodily injury to any employee.
- Any liability from any vehicle owned, leased, hired or worked upon by **you** or for which **you** are legally responsible.
- Any liability from property and/or premises owned, leased, rented, hired and/or occupied by **you** or for which **you** are legally responsible.
- Any liability arising from any product, food or drink, sold or supplied by **you** or for which **you** are legally responsible.
- Any liability arising from any other business owned and/or operated by **you** whether or not related to **your** business.
- Any liability as a result of a malicious or criminal act or other deliberate act.
- Any liability as a result of an attack on a passenger.
- Any liability for loss of or damage to passengers' personal effects or luggage for which **you** are legally responsible.
- Any liability incurred or bodily injury caused by the provision or administration of any drugs to a person in **your** care suffering from a known medical condition where **you** have agreed to provide such treatment as part of **your** contract to transport that person.
- Any liability arising from wrongful arrest.
- Punitive or exemplary damages or fines, penalties, multiplication of compensatory awards or damages in any other form.

# General Exclusions

These exclusions apply to the whole of the Policy.

**Your** insurance does not cover claims arising from any of the following:

1. Use of the **car**

Any accident, injury, loss or damage while any **car** covered by this insurance is:

- Driven by or in the charge of anyone who is not named in the **certificate of motor insurance** as a permitted driver or is excluded by **endorsement** unless it is with a member of the motor trade for servicing or repair.
- Driven by anyone who is disqualified from driving or does not hold a current valid driving licence or who is prevented by law from holding one, or who does not meet the terms, conditions and limitations of either their driving licence or provisional driving licence.
- Driven by or in the charge of any person (including **you**) who **you** know is a provisional licence holder and is not accompanied by a person aged 21 or over and has held a full UK or EU licence for at least three years.
- Used for a purpose which is not shown as covered in **your certificate of motor insurance**.
- Used in or on restricted areas of any airport, aerodrome, airfield or military bases including any place where aircraft land and take off, park or move, associated service roads, refuelling areas, ground equipment parking areas, passenger buildings and customs areas. **We** will not pay any claim concerning an aircraft within the boundary of the airport or airfield.
- Used in an unsafe condition or while carrying an insecure load.
- Used without the latest essential or safety related software updates, as recommended by the vehicle's manufacturer, having been installed.
- An **Automated Vehicle** used in **Autonomous Mode**, in any location or at any time.

2. Contracts

Any liability **you** accept under an agreement or contract unless **you** would have been liable anyway.

3. War, hostilities and **terrorism**

Any accidental loss, damage, injury or legal liability caused directly or indirectly by:

- War, invasion, hostilities (whether war is declared or not) civil war, revolution, act of foreign enemy, insurrection, rebellion, coup, military or usurped power or any similar event except where **we** need to provide cover to meet the requirements of the **Road Traffic Acts**.
- Any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss except where **we** need to provide cover to meet the requirements of the **Road Traffic Acts**.

# General Exclusions (continued)

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## 4. Other Insurance

Any loss or damage or liability that is also covered by any other insurance Policy.

## 5. Earthquake, radioactivity, pressure waves, dangerous goods and riot

Direct or indirect loss, damage to or liability caused by or arising from:

- Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste or from burning or explosion of nuclear fuel.
- Radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part.
- Pressure waves caused by aircraft or other flying object.
- Earthquake.
- Riot or civil commotion occurring in Northern Ireland or outside of the United Kingdom, the Isle of Man or the Channel Islands except where **we** need to provide cover to meet the minimum insurance required by the relevant law.
- Carrying any dangerous substances or goods for which **you** need a police licence (except where **we** need to provide cover to meet the minimum insurance required by the relevant law).
- Any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.

## 6. Proceedings outside the **territorial limits**

Any decision or action of a court which is outside the **territorial limits** unless the proceedings are brought, or judgment is given by a court of a country for which minimum compulsory insurance is provided by this Policy, or to which **we** have agreed to extend the Policy cover and for which **we** have received the necessary additional premium.

## 7. Imported Vehicles

Any **car** which was manufactured outside the United Kingdom and imported other than through the manufacturers normal import arrangements.

## 8. Track use, rallies and competitions

While the **car** is being used for formal or informal racing, pacemaking, speed testing, competitions, rallies, trials or track events or use on a de-restricted toll road (including the Nurburgring Nordschleife) or any form of racetrack or off-road activity.



# General Conditions

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These conditions apply to the whole of the Policy.

## 1. Notification of claims

As soon as possible after any incident which might lead to a claim under this Policy, **you** should telephone **our** Claims Helpline on **0333 241 9200** to tell **us** about it. **You** must send **us** any relevant communication including emails and letters without delay. Any claim, writ or summons must be sent to **us** as soon as received and left unanswered. **You** must also let **us** know immediately if **you** or **your** legal advisors become aware of any prosecution, inquest or fatal accident inquiry concerning a claim which might be covered under this Policy.

**You** or any other person claiming under this Policy must not negotiate, admit fault, offer to pay or settle any claim unless **you** have written permission from **us**.

## 2. Dealing with claims

**We** will be entitled to:

- Take over and carry out the defence or settlement of any claims in **your** name or that of any other person insured by this Policy.
- Take any action or proceedings, which **we** will pay for, in **your** name or that of any other person insured by this Policy, to get back any money **we** have paid.
- Any information and help **we** need from **you** or any other person insured by this Policy.

## 3. Fraudulent claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this Policy (which includes but is not limited to concealment, misstatement or deliberately providing false information) then **we**:

- shall not be liable to pay the claim;
- may recover any part or all of the claim;
- may involve the relevant authorities to bring criminal proceedings;
- may cancel this Policy with immediate effect from the date the fraud was first committed by writing to **your insurance intermediary** or **you** (in writing to **your** last known address or email address).
  - will not have any cover under this Policy from any event occurring on or after the date of cancellation, and
  - will not receive any return of premium.

## 4. Looking after **your** car

**You** (or anyone who has access to the **car**) must:

- take all reasonable and necessary steps to protect the **car** from loss or damage;
- ensure that all keys and other security devices are kept on the person of the holder or in a secure place;
- ensure that the **car** is kept in a roadworthy condition.

# General Conditions (continued)

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## 5. Keeping to the Policy terms

**We** will provide the cover described in this Policy only if:

- Any person claiming cover has kept to all its terms and conditions, as far as they apply, and
- All the information **you** have given **us** and upon which the contract is based is correct and complete.

## 6. Compulsory Insurance

If under the laws of any country in which this Policy applies, **we** have to make payments which, but for that law, would not be covered by this Policy, **you** must repay the amount to **us**. **You** or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement with the Motor Insurers Bureau.

## 7. Drink and Drugs Clause

If an accident happens whilst **you** or any person entitled to drive as shown on **your** current **certificate of motor insurance**:

- Is found to be over the legal limit for drink or drugs.
- Is driving whilst unfit through drink or drugs, whether prescribed or otherwise.
- Fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

no cover under the Policy will be provided and instead liability will be restricted to meeting any obligations **we** may have as required by Road Traffic Law. In such circumstances, **we** will recover from **you** or the driver, all sums paid (including all legal costs), whether in settlement or under court judgement, for any claim arising from the accident.

## 8. Cancellation

Cancelling **your** Policy within first 14 days

**You** have 14 days to decide if this Policy meets **your** requirements. If **you** are not satisfied **you** can cancel within 14 days of the Policy starting or within 14 days of receiving **your** documents (whichever is the later). **We** will charge a premium for the period **we** have been insuring **you**. An administration charge of £25.00 plus insurance premium tax is also applied. If any incident giving rise to a claim has occurred you must pay the full annual premium.

Cancelling **your** Policy after 14 days

If no claims have been made in the current **period of insurance**, **we** will refund any premium paid less a charge for the number of days for which cover has been provided. An administration fee of £65.00 plus insurance premium tax which is also applied. If any incident giving rise to a claim has occurred, you must pay the full annual premium.

# General Conditions (continued)

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## Cancellation by **Us**

**We** may cancel this Policy at any time where there is a valid reason for doing so, by giving **you** 7 days' notice in writing to **your** last known home and/or email address or via **your insurance intermediary**. Valid reasons for cancellation include but are not limited to:

- **You**, a named driver, or anyone acting on your behalf uses threatening, abusive, bullying or intimidating behavior or inappropriate language towards **our** staff; or
- **you** or anyone acting on **your** behalf makes a claim under this Policy through fraud (which includes: concealment, misstatement or deliberately providing false information) (see General Condition 3 – Fraudulent Claims); or
- **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require where such the lack of cooperation affects:
  - **our** ability to process a claim; or
  - the defence of **our** interests; or
  - the making of risk based underwriting decisions.

**We** shall return the premium paid, unless **you** have made a claim or if one has been made against **you**, for the period from:

- the date the cancellation takes effect, to
- the end date of insurance provided under this Policy (the end date of the insurance provided under this Policy is shown under the **period of insurance**).

If **we** cancel **your** Policy on the grounds of fraud, cancellation may be immediate or we may treat **your** insurance as though it never existed, and **we** may keep any premium **you** have paid. **We** may also pass these details to fraud prevention and law enforcement agencies.

If **you** pay the premium by instalments and there is a default in the payments, **we** or **your insurance intermediary** may cancel the Policy giving **you** 7 days' notice of cancellation in writing to **your** last known postal and/or email address. If a claim has arisen during the current period, the full annual premium will be due. If a total loss claim is settled under this Policy, any outstanding premium may be deducted from the claim's settlement.

## 9. Trading Sanction(s), Prohibition(s), or Restriction(s)

**We** shall not be liable to provide the insurance under this Policy or to pay claims or provide any benefit under it where to do so would expose **us** or any member of **our** corporate Group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

# General Conditions (continued)

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## 10. Changes in information

**We** recommend that **you** keep a record of all information (including copies of letters) sent to **us** or to **your insurance intermediary** when taking out this insurance.

In order to understand the extent of **your** cover, please read this Policy together with the **schedule** and the **certificate of motor insurance**.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify **your insurance intermediary**.

**You** are obliged to keep **your** Policy up to date, please tell **your insurance intermediary** immediately about changes which affect **your** insurance. Any changes agreed during the **period of insurance** will be treated as a continuation of the contract of insurance.

Some examples include but are not limited to:

- Change of **car**.
- Change to the registered keeper and/or owner of the **car**.
- Change to the drivers on the Policy.
- Someone who drives the **car** receives a motoring conviction or criminal conviction or has a claim on another Policy.
- Someone who drives the **car** is diagnosed with a medical condition.
- The **car** is changed from the manufacturer's standard specification.
- A change of occupation by **you** or any other driver.
- A change of address or where the **car** is kept overnight.
- A change in the use of the **car**.
- The **car** is involved in an accident.
- Where a driver has had a change of licence e.g., a learner driver passes their test and obtains a full licence.

If **you** do not tell **us** about changes, **your** insurance may be invalidated in part or in full.

## 11. Changes of car

**We** may refuse to continue cover if **you** make more than three changes of **car** during a **period of insurance** and if **we** do continue cover **you** may be asked to provide evidence that **you** are the owner and/or registered keeper of the **car**.

# Data Protection Statement

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Eridge Underwriting takes the privacy and security of **your** personal information seriously. **We** collect, use and share **your** personal information so that **we** can provide Policies and services that meet **your** insurance needs; in accordance with applicable data protection laws. The type of personal information **we** will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where **you** have requested other individuals be included in the arrangement, personal information about those individuals.

**We** and **our** selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/ or **contract of insurance**; (ii) to meet **our** legal or regulatory obligations; (iii) where **you** have provided the appropriate consent; (iv) for **our** 'legitimate interests'.

It is in **our** legitimate interests to collect personal information as it provides **us** with the information that **we** need to provide **our** services more effectively including providing information about **our** products and services. **We** will always ensure that **we** keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of **our** data protection statement can be viewed via  
<https://eridgeunderwriting.com/the-eridge-approach/data-protection-notice>

## How you can contact us

If **you** have any questions or queries about how **we** use **your** data, or require a paper copy of the statement, **you** can contact **us** via [info@eridgeunderwriting.com](mailto:info@eridgeunderwriting.com) or alternatively contact **our** Compliance Director at Eridge Underwriting, PO Box 726, Tonbridge, TN9 9WB.

## Detecting and Preventing Fraud

During the course of **your** Policy **we** may share information **we** hold and which has been supplied to **us** with other insurers, law enforcement agencies and public bodies including the police and other similar databases or fraud prevention agencies including the Motor Insurance Anti-Fraud and Theft register administered by the Motor Insurers' Bureau. The aim is to help **us** check information that is given to **us** and to prevent or detect crime, including fraud.

If **we** find that false or inaccurate information has been given to **us**, or **we** suspect fraud, **we** will take appropriate action. If fraud is suspected or identified this may be shared with fraud prevention agencies, and may also be used by other organisations to make decisions about **you** and others in **your** household on credit, insurance (including claims), debt tracing and to prevent crime. If such companies suspect fraud, **we** will share **your** relevant personal information with them. **We** may research, collect and use data about **you** from publicly available sources including social media and networking sites, using this data for the purposes of fraud detection and prevention.

## Motor Insurance Database

Information relating to **your** 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, EEA or certain other territories), insurers and/or MIB may search the MID to obtain relevant information. Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on 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](http://www.askmid.com).

# Complaints

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## Our commitment to customer service

**We** are committed to providing a high level of customer service. If **you** feel **we** have not delivered this, **we** would welcome the opportunity to put things right for **you**.

## Who to contact in the first instance

Many concerns can be resolved straight away. **You** should in the first instance contact **your Insurance Intermediary** who sold **you** this Policy as they will generally be able to provide **you** with a prompt response to **your** satisfaction.

If **you** remain dissatisfied, **you** should contact:

The Complaints Department,  
Eridge Underwriting Agency Ltd,  
PO Box 726  
Tonbridge  
TN9 9WB

## Many complaints can be resolved within a few days of receipt

If **we** can resolve **your** complaint to **your** satisfaction within the first few days of receipt, **we** will do so. Otherwise, **we** will keep **you** updated with progress and will provide **you** with **our** decision as quickly as possible.

## Next steps if you are still unhappy

If **you** are not happy with the outcome of **your** complaint, **you** may be able to ask the Financial Ombudsman Service to review **your** case. **We** will let **you** know if **we** believe the ombudsman service can consider **your** complaint when **we** provide **you** with **our** decision. The service they provide is free and impartial, but **you** would need to contact them within 6 months of the date of **our** decision.

More information about the ombudsman and the type of complaints they can review is available via their website <http://www.financial-ombudsman.org.uk/>

**You** can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR  
Telephone: 08000 234567 (free on mobile phone and landlines)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider **your** complaint, **you** may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**.

Further information is available on <http://www.fscs.org.uk/> or by contacting the FSCS directly on 0800 678 1100.

## Policy Administration Fees

The following fees are applicable to all Eridge Underwriting Agency Ltd policies and are separate from any that may be charged by **your insurance intermediary**. Please approach **your insurance intermediary** for details of any fees that they may charge. All fees are subject to insurance premium tax.

New Business	Renewal	Temporary Changes	Permanent Changes	Cancellation within 14 days	Cancellation after 14 days
£20.00	£20.00	£15.00	£32.00	£25.00	£65.00

Please refer to the General Conditions in the Policy for full details of the cancellation terms.

## Driving Abroad (Refer to Section 12)

All insurance documentation should be taken with **you**, including **your certificate of motor insurance, your schedule, and your motor insurance Policy**.

This Insurance applies throughout the European Union and Andorra, Bosnia & Herzegovina, Iceland, Liechtenstein, Norway, Serbia and Switzerland and provides the minimum cover required by law in each of the above countries.

Esso ha validita in tutta l'Unione Europea, in Andorra, Bosnia ed Erzegovina, Islanda Liechtenstein, Norvegia, Serbia e Svizzera e garantisce la copertura minima richiesta per legge in ciascuno dei Paesi summenzionati.

Cette assurance est egalement valable dans toute l'Union europeenne et dans le Andorre, en Bosnie-Herzégovine, en Islande, en Liechtenstein, en Norvege, en Serbie et en Suisse. Elle sonne le droit a la couverture minimum exigee par la loi en vigueur dans les pays susnommes.

Este Seguro se aplica tambien en toda la Union Europea y en Andorra, Bosnia- Herzegovina, Islandia, Liechtenstein, Noruega, Serbia y Suiza. Este Seguro da la cobertura minima exigida po la ley en cada uno de los paises antedichos.

Die Versicherung gilt fur alle Lander de Europaischen Union sowie fur Andorra, Bosnien und Herzegowina, Island, Liechtenstein, Norwegen, Serbien und die Schweiz und gewahrt in all diesen Landern den gesetzlich erforderlichen Mindest-Versicherungsschutz



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PO Box 726  
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