

PRIVATE CAR INSURANCE POLICY DOCUMENT



**NO BONUS
NO
PROBLEM!**

XS direct.com
car insurance



Welcome to XS Direct

Thanks for buying an XS Direct insurance Policy. We are really pleased that you have chosen us for your car insurance needs and we are confident that you will be happy with the cover and service you receive. At XS Direct we aim to provide value for money car insurance without sacrificing service. We hope to provide you with all the cover you need at a price you will be happy to pay. We do this by asking you to pay a larger excess of the first part of the claim which is shown on your Schedule of insurance. By you agreeing to pay this amount in the event of any claim even where there is no damage or claim to your own vehicle, we can provide you with a cheaper premium for your motor insurance. We also strip out the covers which are often bundled into other motor policies and allow you to select just the covers you want for your needs and within your budget.

This booklet contains everything you need to know about your car insurance. The booklet, together with your Schedule and Certificate of Motor Insurance, Statement of Fact or Proposal Form provides all the details you need to know about your Policy. Please take time to read them all and then keep them in a safe place. So make sure you keep this booklet safe with your Schedule and Certificate of Motor Insurance.

We are helping to keep prices low with anti-fraud technology. When a small minority make a false insurance claim it drives up the cost of everyone's policy that is why we are doing all we can to help protect you from insurance fraud. We are using specialised detection processes to detect false and exaggerated claims. This also helps us settle genuine claims as quickly as possible. So when it comes to looking after our customers, you can rest assured we are doing all we can.

24 HOUR CLAIMS HELPLINE

When you have had an accident or loss, call our Claims Helpline. Speak to friendly and efficient experts 24 hours a day on 0871 6403340. Calls from a BT landline are charged at 10p per minute. Calls from other operators or from a mobile phone may be considerably more. Calls may be recorded or monitored for training purposes.

Chris McCann
Managing Director
XS Direct



To report a claim, incident or accident or to make a claim

Call us on 0871 6403340. Calls from a BT landline are charged at 10p per minute. Calls from other operators or from a mobile phone may be considerably more. Calls may be recorded for training & monitoring purposes. It is vitally important to report a claim, incident or accident (hereinafter referred to collectively as incident) immediately and in any event within 48 hours. The sooner an incident is reported to our claims handlers, the better opportunity we have to keep the cost of such an incident down to a minimum and to be able to deliver to you cheaper premiums as a result. As you have a higher excess and are responsible to pay (or repay us) for this first amount of any incident, it is in your interest to report these incidents immediately and in any event within 48 hours. Whether you believe that an incident is your fault or not, you should report the incident to us and allow us to mitigate the costs of the claim. Reporting any incident will not increase your liability for the excess. Nor will it necessarily impact your letter of claims free driving (to obtain a no claims bonus from your next insurer). In fact, failing to report an incident may increase your liability for your excess as accident management companies, solicitors and lawyers firms may encourage third parties to make a claim and their involvement may significantly increase the costs of this claim.

When an incident is reported to us early we can make contact with these third parties and reduce the involvement of accident management companies, solicitors and lawyers firms which may help to reduce the overall value of the claim.

Follow these simple steps:

1. Call us immediately after the incident.
2. If your car is stolen or maliciously damaged, report this to the police immediately. Take a note of the officer's name, collar number, and the crime reference number.
3. Speak to us before you make any arrangements for replacement or repair.

If your Policy includes windscreen cover, and either your windscreen or a window is broken, please call our Windscreen Repair Helpline on 0871 6403340 so that we can arrange for repair or replacement. Calls from a BT landline are charged at 10p per minute. Calls from other operators or from a mobile phone may be considerably more. Calls may be recorded for training & monitoring purposes.

ALL CLAIMS INCIDENTS AND ACCIDENTS MUST BE REPORTED IMMEDIATELY AND IN ANY EVENT WITHIN 48 HOURS, EVEN IF YOU ARE NOT CLAIMING YOURSELF AND EVEN IF YOU DO NOT BELIEVE THAT YOU ARE AT FAULT.

Had an accident? Don't panic!

If you are involved in an accident, it is all too easy to forget what to do in the shock of it all. Here is all you need to know.

The law

By law, you must stop if there is damage to any vehicle or property, or injury to any person, or certain animals, including dogs and horses. You must give your name, address and insurance details to anyone with good reason to ask.

How to help us help you

Always summon the Police and obtain their details. Make sure you get the names, addresses and phone numbers of any drivers, passengers or pedestrians involved, and details of any witnesses. By law, drivers must provide details of their insurance company and their Policy number. A diagram, and/or photographs of the accident scene are often helpful. Try to draw/take one as soon as possible after the accident – show vehicles, the road layout, other relevant features and the positions of any witnesses. Gathering this information may help ensure that details about the incident are correct and may prevent inaccurate or exaggerated claims from third parties later on.

Please tell us if any other person admits blame.

Even if you do not intend to make a claim, please call our claim line on 0871 6403340 as we are here to help you. Calls from a BT landline are charged at 10p per minute. Calls from other operators or from a mobile phone may be considerably more. Calls may be recorded for training & monitoring purposes. We can usually get all the information we need in one phone call, but sometimes we may ask you to fill in a claim form.

What happens next? - Claims Procedure

You must report accidents, claims and civil or criminal proceedings to us immediately and in any event within 48 hours.

You must send us every letter, claim, writ or other document you receive about a claim immediately, unanswered, upon receipt and we will respond to these. You must report theft or vandalism to the police immediately and in any event within 48 hours after you discover it.

We can take over and conduct the defence or settlement of any claim, or make any claim in your name or in the name of any person claiming under this Policy to recover any amount paid by us.

When we are dealing with any claim you must give us any information and help we reasonably ask for. If we ask for it, you must provide us with your current car documents including the registration document, MOT certificate, installation of alarm certificate, vehicle purchase receipt and servicing documents and any other documents we need to deal with your claim.

If we ask for them, you must also give us the key(s) to your car and a copy of your driving licence or that of any other driver of your car. We will settle all claims as fairly and quickly as possible. Any claims suspected of being fraudulent or exaggerated will be vigorously contested and may lead to termination of all cover under the Policy.

Private Car All Sections Excess Insurance Policy

Contract

Your Policy has been prepared in accordance with your signed proposal form or statement of facts and/or recorded telephone conversation, which forms the basis of the Contract. In consideration of a premium being paid, the Company will provide an Indemnity as defined in Section 1, 2 and 3 for injury, loss or damage happening during the Period of Insurance in the United Kingdom including Northern Ireland, the Isle of Man and the Channel Islands and the Republic of Ireland or in transit by sea between any ports therein. Unless otherwise agreed, the law of England and Wales will apply to this Contract.

All Sections Excess – no alteration to protection provided

Under the Road Traffic Act, a person may not use a car in a public place unless there is an approved Policy of insurance in force. The Company may however insert conditions in the Policy which limit or restrict the liability of the Company to the Policyholder. However, there is no reduction in the protection provided by the Company to the Policyholder in relation to their liability against claims from third parties as a result of the use of the car. The excess is valid between the Company and the Policyholder as long as this does not affect any person entitled to recover damages in accordance with the Road Traffic Act. Therefore, in the event of a third party claim, the Company will remain liable but the Company is entitled to recover up to the excess amount from the Policyholder.

Regulation

Policies are distributed by XS Direct Insurance Brokers Limited. XS Direct Insurance Brokers Limited is regulated by the Central Bank of Ireland. We are listed on the Financial Conduct Authority register under FCA registered number 494217. Policies are issued by Pinnacle Insurance plc & Calpe Insurance Company Ltd. Pinnacle Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calpe Insurance Company Ltd. is authorised and regulated by the Financial Services Commission.

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Conditions Precedent

Items that You agree to as part of taking out the Policy.

In return for paying your premium, we will provide the cover shown in your schedule under the terms and conditions of this policy during the period of insurance. Any changes made during the period of insurance will be treated as a continuation of the contract of insurance.

Our provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and clauses of this policy.

This Contract is between You and Us. Nobody else has any rights they can enforce under this Contract except those they have under the Road Traffic Act. It is not Our intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this policy or the right to enforce any part of it.

Definitions

Accessories means parts or products (including spare parts) specifically designed to be fitted to your car. This includes roof/cycle racks and roof boxes. We may treat some accessories as Modifications, so please tell us about any alterations from the maker's standard specification to your car.

Approved Repairer means a repairer we have approved and authorised to repair Your Car following a claim under Section 2 or Section 3 of this Policy.

Approved Windscreen Supplier means a repairer we have approved and authorised to repair or replace your windscreen.

Certificate of Motor Insurance means the document to prove that you have motor insurance as required by the Road Traffic Act and forms part of your Contract with us. It also shows the registration number of the car we are insuring, who may drive, what the car may or may not be used for and the period for which the insurance is valid.

Contract means this Policy document, the Certificate of Motor Insurance, the Schedule, the Statement of Fact and/or the Proposal Form and any Declarations made by telephone over a recorded line.

Endorsements means a clause that alters the cover provided by the Policy.

Excess means the amount you must pay towards any claim including costs. You are responsible for the excess even if the incident is not your fault. The Excess applies to all Sections of this insurance. The Excess is comprised of the figure shown on your Schedule plus the amount of any sum of money owed by you to the Company in respect of any other claim hereunder or in respect of any previous or subsequent motor policy including any Excess Amount owed.

Green Card means the International Motor Insurance Card. This is an internationally recognised document that some countries need as proof of the minimum compulsory insurance required to drive abroad.

Indemnity means the legal principle which ensures that, after a loss, you are placed in the same financial position as you were prior to the loss.

Key(s) any device(s) used for starting Your Car or using its locking mechanism or immobiliser.

Main driver means the person who drives Your Car most of the time whether for social purposes and/or for travel to and from a place of business, duty or study.

Market Value means the cost of replacing Your Car with one of the same make, model and specification, taking into account the age, mileage and condition of Your Car. To determine the Market Value, we will usually ask an engineer for advice and refer to current market valuing guides and any other relevant sources. We will consider the amount you could reasonably have obtained for Your Car if you sold it immediately before the accident, loss or theft.

Modifications mean any changes to Your Car's standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of Your Car (including wheels, suspension, bodywork and engine) and include changes made to Your Car by any previous owner(s)..

Partner means your husband, wife or civil partner.

Period of Insurance means the length of time covered by this insurance, as shown on your Schedule or date of cancellation if earlier.

Policy means this policy booklet, Schedule, motor proposal form or Statement of Fact.

Policyholder means the person named as the policyholder on the Certificate of Motor Insurance and Schedule.

Private Motor Vehicle means a privately owned motor car manufactured for the carriage of up to 8 people including the driver which is designed solely for private use and has not been constructed or adapted to carry goods or loads.

Road Traffic Act means any Acts, laws or regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Recorded Telephone Conversation means a recording of any telephone conversation with you or your representative in connection with this policy.

Schedule means the document forming part of your Contract with us and includes the following:

- period of cover;
- name of the Policyholder, permitted drivers and the permitted use;
- premium;
- amount of the Excess;
- details of the insured car;
- sections of this policy document which apply;
- any conditions which vary the terms of this document of insurance.

Statement of Fact means the document recording the statements made and information you gave or which was given for you when the Policy was arranged, amended or renewed.

Terms means all terms, exceptions, conditions and limits which apply to your Policy.

Track days means driving or using Your Car on a motor racing track, circuit, airfield, test venue, derestricted road or at an 'off road' event such as a 4x4 event or whilst green laning;

Trailer means any form of trailer that has been specially built to be towed by a motor car.

We, Our, Us, The Company means XS Direct Insurance Brokers Limited acting as agent for Pinnacle Insurance plc & Calpe Insurance Company Ltd.

You, Your means the person named as the Policyholder on the Schedule and Certificate of Motor Insurance.

Your Business means your occupation as described in the Schedule.

Your Car means the insured Private Motor Vehicle shown on your Schedule. As well as any Private Motor Vehicle loaned or hired to you under our Approved Repairer Scheme or by a member of the Motor Trade while Your Car is in custody of the Motor Trade for service, repair or MOT.

Section 1 - Liability to Third Parties

- 1) The Company will indemnify the Policyholder against liability at law in connection with Your Car for damages and claimants costs and expenses and all costs and expenses incurred (with the written consent of the Company) in respect of:
 - a) Death of or bodily injury to any person other than the driver of Your Car.
 - b) Damage to property but the Indemnity against liability for such damage is limited to £20,000,000 in respect of any one claim or number of claims arising out of one event.
 - c) In the event of the death of any person entitled to Indemnity under this Section, the Company will, in respect of the liability incurred by such person, indemnify his/her legal personal representatives provided always that:
 - i) The liability of the Company is not increased.
 - ii) Such legal personal representatives shall, as though they were the Policyholder, observe, fulfil and be subject to the terms, limitations, exceptions and conditions of this Policy so far as they can comply.
 - d) The towing of a trailer or disabled mechanically propelled vehicle which is attached to or under tow (as permitted by law) by the Insured Vehicle.

Driving other cars

If Your Certificate of Motor Insurance says so, we will insure You, the Policyholder, (not any Named Driver) whilst you are driving a Private Motor Vehicle in the UK, that You or any driver on this Policy do not own, is not registered to you or any driver on this Policy and not hired to you or under a hire purchase or rental/leasing agreement, as long as:

- you have the owner's permission to drive the Private Motor Vehicle;
- the Private Motor Vehicle is registered and normally kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- The Private Motor Vehicle is being driven in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands.
- you hold a valid Driving Licence and are not disqualified
- there is a valid insurance policy in force for that Private Motor Vehicle
- it's not a van which has been adapted to carry passengers;
- the Private Motor Vehicle has not been seized or confiscated by or on behalf of any government or public authority;
- the Private Motor Vehicle is in a roadworthy condition

- you are not covered by any other insurance to drive it; and
- you still own your Private Motor Vehicle, it has not been stolen and it hasn't been damaged to an extent that it is beyond economical repair.
- If Your Car is off the road for repairs, these repairs are complete without undue delay and Your Car is not off the road for longer than 14 days.

The cover if applicable is only in respect of Section 1 of the Policy, and so loss or damage to the Private Motor Vehicle you are driving is not covered.

Other People

In the same way as You are insured, We will insure:

- any person You permit to drive or use Your Car, as long as this is allowed by your Certificate of Motor Insurance and such driver shall as though he were the Policyholder, observe fulfil and be subject to the Terms of this Policy in so far as they can apply.;
- any passenger travelling in or getting into or out of Your Car;
- the employer or business partner of any person who is driving or using Your Car for their business, as long as this is allowed by your Certificate of Motor Insurance; and • the legal representative of any person who has died if they would have been entitled to protection under this section.

If there is a claim that is covered by this Policy, we have the option entirely at our discretion to pay the reasonable legal costs and/or expenses to defend or represent You or any driver covered by this Policy:

- at a Coroner's inquest or fatal accident inquiry and/or in criminal proceedings arising out of the accident. You must notify Us of any coroner's inquest, fatal accident enquiry or other court proceedings following any incident which might involve legal liability. We will then decide whether to meet any legal fees for representation. You must send Us any letter, writ or summons from a third party or their representative within 48 hours of receiving it.

Emergency medical treatment

We will pay for emergency medical treatment in accordance with the Road Traffic Acts, following an accident in Your Car.

Exceptions to Section 1

Except insofar as is necessary to meet the requirements of the Road Traffic Act, the Company shall not be liable for

1. The first amount, as shown in the Schedule, of each claim (the Excess).
2. Loss or damage to property belonging to or held in trust by or in the custody or control of the Policyholder.
3. Death of or injury to any person claiming in respect of such injury or death occurring out of and in the course of employment by the Policyholder.
4. Death, injury or damage when the Private Motor Car is airside or in the vicinity of any aircraft or airfield.
5. Death, injury or damage arising from any consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, riot or civil commotion, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
6. loss of or damage to any trailer, caravan or vehicle (or their contents) whilst being towed by or attached to any Private Motor car which is covered by this Section;
7. liability on the part of anyone who has other insurance covering the same liability.
8. any loss, damage, death or injury arising as a result of racing against another motorist, or a deliberate act caused by You or any driver insured to drive Your Car.
9. liability caused by acts of terrorism as defined in the Terrorism Act 2000;
10. legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences;

Section 2 - Fire & Theft, Loss or Damage

The Company will indemnify the Policyholder against loss of or damage to Your Car and/or its spare parts caused by fire, self-ignition, lightning, and explosion or by theft or any attempt thereat, except for the Excess amount, as set out in the Schedule, arising out of each and every event.

Section 3 - Accidental Damage

The Company will indemnify the Policyholder against loss of or damage to the Your Car and/or its Accessories or spare parts whilst thereon caused by accidental means, except for the Excess amount, as set out in the Schedule, arising out of each and every event.

What We will Pay - Applicable to Sections 2 and 3

We have the option to:

- 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 by sending You a cheque or by making a bank transfer. When You accept Our payment as a result of Your Car not being recovered following a theft or if
- Your Car is beyond economical repair, Your Car becomes Our property.

We will not pay more than the lesser of the Market Value of Your Car at the time of the loss or the insured value as shown in the Schedule, less the Excess applicable.

Your policy does not provide cover in respect of storage charges which may accrue daily. If Your Car cannot be repaired economically, We will get it moved to a place of free and safe storage as soon as possible but You will be liable for any storage costs incurred to that point. It may be necessary for You to settle these charges before the Your Car will be released and any delays in settlement will result in on-going and increasing storage charges.

If we agree to settle Your claim on the basis that Your Car cannot be repaired economically, You still owe the full yearly premium as We will have met all Our responsibilities to you under the Policy. Once We settle Your claim, Your Car will become our property and You must send us the Keys, registration document and any other items we may reasonably request including the Certificate of Motor Insurance. All cover will then end unless We agree differently. We will not refund any of Your premiums.

If You want Us to pay for damage to Your Car, its accessories and spare parts, You must take steps to make sure it is kept safe until it is repaired. You can arrange to have Your Car moved to the premises of the nearest competent repairer.

You can arrange for reasonable and necessary repairs to be carried out at a repairer of your choice. However, you must give us full details of the incident.

You must send the Company a detailed repair estimate and full details of the incident as soon as possible so that repairs can be approved. The Company reserves the right to request the Policyholder to obtain alternative estimates. N.B. The Company will not be liable for any loss of use of the vehicle arising out of any delay in issuing authorisation to the repairer.

If Your Car belongs to someone else, or is under a hire purchase or leasing agreement, We will settle the claim with the legal owner.

We may decide to repair Your Car with parts which have not been made by Your Car's manufacturer but which are of a similar standard, including recycled parts.

Exception to Section 2 & 3

The Company shall not be liable for

- (a) The amount of the Excess as set out in the Schedule, arising out of each and every event or accident involving the Your Car.
- (b) Any mechanical, electrical or electronic breakdown, failure or malfunction, wear, tear or depreciation.
- (c) Damage to tyres caused by road punctures cuts or bursts.
- (d) Loss of use or any other consequential loss (including the cost of hiring a vehicle) or any other indirect loss such as loss of earnings or travel costs;
- (e) Any damage to the Your Car arising from an accident in respect of which the insured driver is convicted of an offence involving drink, drugs or illegal substances.
- (f) Depreciation that occurs to the value of the Your Car as a result of it being in an accident.
- (g) Loss or damage to the Your Car directly occasioned by pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds.
- (h) Loss or damage to the Your Car where it is airside or in the vicinity of any aircraft.
- (i) Storage charges incurred.
- (j) Any amount in excess of £100 for towing as a result of an accident.
- (k) Any car hire or alternative vehicles costs incurred.
- (l) Cost to replacing Personal Belongings or any detachable mobile phone or satellite navigation equipment or any nonstandard equipment in the Your Car including iPods.
- (m) Loss or Damage arising from Your Car being filled with the wrong fuel.
- (n) Loss or Damage if you have not taken reasonable care to protect the Your Car, or
 - if it has been left unlocked or the Keys left in Your Car or attached to it or left in the immediate proximity of it,
 - loss or damage to Your Car by theft or attempted theft, if we have advised that You must have a working security or a tracking device when Your Car is unattended but such working security or tracking device was not in operation at the time of the loss or damage – Your Schedule will confirm if this is required;
- (o) more than the manufacturer's latest list price in the United Kingdom (UK) of any part or accessory. If such a list price is not available the most We will pay is the manufacturer's latest list price in the UK for an equivalent part or accessory; additional

costs caused by the unavailability of any part or accessory. This includes the cost of importing any part or accessory into the UK

- (p) loss or damage to your car caused by deception or fraud including when you are offering your car for sale;
- (q) loss or damage to Your Car arising from it being taken by, driven or used without Your permission by a member of Your family or household, regardless of whether that person is covered by this Policy or not unless You report the person to the police for taking Your Car without your consent;
- (r) loss or damage to Your Car as a result of it being confiscated or destroyed by or under official order of any government, public or local authority;
- (s) deliberate damage caused to Your Car by any person insured under your Policy;
- (t) loss or damage as a result of Your Car being returned to its rightful owner;
- (u) loss or damage to any trailer, caravan or broken-down motor vehicle whether or not it is being towed by or attached to Your Car;
- (v) any additional damage resulting from Your Car being moved by you after an accident, fire or theft;
- (w) for damage to Your Car as a result of racing against another motorist, "road rage" or a deliberate act caused by You or any driver insured to drive Your Car;
- (x) any Modifications unless they form part of the manufacturer's standard specification or are optional extras that we have agreed to cover;
- (y) goods, tools of trade or samples connected with Your work or any other trade, or any container for these items;
- (z) damage caused by frost;
- (aa) any amount in excess of £250 for sign writing, advertisements, logos or specialised artwork.

Your obligation to pay/repay the Excess Amount

XS Direct motor policies carry a high 'all sections excess' which is detailed on Your Schedule of Insurance. In cases where You are making a claim under Section 2 or 3 and the agreed damage is greater than the Excess amount, the Excess amount shall be deducted from the amount paid to You and You will have no further liability to pay or repay the Excess amount. If the damage under Section 2 or 3 is not greater than the Excess amount, the Policyholder undertakes to pay/repay Us immediately on demand the Excess amount, as set out in Your Schedule of Insurance, or any part thereof in respect of any claim arising under this Policy.

This Excess applies to damage or injury claimed by a third party. You are liable for any claim (by You or any third party) made on Your Policy up to an amount of the value of the Excess on the Policy. For example, if You are involved in an incident where a third party makes a claim against You and there is no damage to Your Car, You will be liable to pay XS Direct the amount up to the value of your Excess. If You are deemed liable for any such claims, We will make payments on Your behalf to settle the claim on the best terms available as outlined in Condition 1 of Your Policy. It is therefore imperative and in Your interest to cooperate fully with XS Direct in settling any claim to allow every opportunity to reduce the claim's cost. When We make payments to settle such claims on Your Policy, We will send a letter informing You of the payments made and request payment up to the Excess amount within 14 days of the date the letter is issued. In the event payment is not received within that 14 day period, XS Direct reserve the right to immediately invoke the cancellation clause on Your Policy and Your Policy will be cancelled after a further 7 days. Any legitimate claim submitted by You and/ or a third party prior to the cancellation of this Policy will be dealt with under the terms and conditions of this Policy. In circumstances where the Excess payment due has not been received, and Your Policy has been cancelled by XS Direct for this reason, or when Your Policy has lapsed or has been previously cancelled but the Excess payment remains outstanding, the matter will be passed automatically to XS Direct's debt collection agency with instruction to recover the amount due. Failure to pay an Excess due, within the allocated time frame will incur further charges which are outlined below.

As outlined in condition 1 (f)(iii) , the Company shall have full power to conduct the defence, admit negligence for any accident or claim on Your behalf, exchange information with other parties involved with the accident or claim and to settle any claim or part thereof without reference to the Policyholder and in the event of any dispute between the Company and the Policyholder such settlement shall have the effect for all purposes as if it were made with the concurrence of the Policyholder, notwithstanding that such settlement may be made without admission of liability. We will settle all claims on the best terms available and keep the claim payment to a minimum as much as is possible. You will be liable to pay/repay your Excess Amount on the basis of such settlement notwithstanding that You may not agree with the level of third party damage or injury which has been incurred, claimed and paid for.

Deduction for Your own damage from Your liability to pay Your Excess Amount

In instances where You have suffered damage to Your Car but have chosen not to claim on this insurance in respect of that damage You are still liable to pay the Excess amount in respect of any Third Party claim or any other payments made by Us arising from the same event.

No reduction of the Excess amount in respect of these payments will apply because of Your choosing to make no claim under this insurance in respect of damage to Your Car unless the following requirements are met:

- (a) the damage to Your Car is reported to us within 14 days of the event.
- (b) We have agreed the value of such damage at the time prior to any repair proceeding.
- (c) any value of such damage up to an amount of £500 must be supported by an estimate for the repair of such damage to be approved by Us and to be submitted to Us within 14 days of the event.
- (d) any value of such damage in excess of £500 must be supported and approved by an assessment of one of Our appointed assessors to whom access to the vehicle has been provided within one month of the event.

Subject to compliance with the requirements of this clause We will deduct the agreed value of any damage to Your Car from the Excess amount payable in respect of that third party claim.

Consequences of failure to pay/repay the Excess Amount

In the event of failure to pay/repay the Excess amount:

- (a) The Company shall be entitled to charge Interest on the Excess Amount due to be paid/repaid to the Company. Interest shall accrue from the date when payment becomes due (the date when you are notified for payment) daily until the date of payment at a rate of 1% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
- (b) The Policyholder shall indemnify the Company from and against all costs and disbursements incurred by the Company in pursuing the debt including the reasonable legal costs of a solicitor and the Company's debt collection agency costs.
- (c) At Our option, We shall be entitled to immediately invoke the cancellation clause on your motor Policy and Your Policy will be cancelled after a further 7 days, although any legitimate claim arising prior to the cancellation of this Policy will be dealt with.

We would like to highlight some of the potential implications of having Your motor insurance Policy cancelled by Us:

- (a) You will NOT be insured to drive Your Car
- (b) Your Car's registration will be removed from the Motor Insurance Database and You may be stopped by police.
- (c) This cancellation by Us must be disclosed in future motor insurance proposals which may affect the price and availability of Your future motor insurance.
- (d) You will not be entitled to any refund on premium paid and You will continue to be liable for any instalments outstanding relating to the purchase of Your Policy.
- (e) We may retain a record of Your claim history and cancellation in accordance with the Data Protection Act and may share certain information with other insurers and interested parties, where necessary and appropriate.
- (f) We will pass this matter over to our debt collection agents with instructions to recover the amount due, as well as any costs incurred in doing so. Failure to pay within the above allocated time frame will incur further charges which are outlined above.

Payment Of External Claims Handling Expenses

XS Direct are obliged to investigate and handle any claim on a Policy by a customer or a third party regardless of fault or liability. Such investigations may involve expenditure on various fees and services such as independent engineers, external claims adjusters, external legal or other professional advice and field agents. These expenditures are associated with the adjustment, recording, and settlement of claims, other than the claim payment itself. Such amounts are recorded as a claims payment and if applicable will form part of the Excess Amount sought to be repaid to XS Direct. Furthermore, the payment of such fees may have an impact on whether XS Direct will issue you a letter of claims free driving at the end of Your Policy term.

Excess Amount – Applicable to Sections 1,2 & 3

The Policyholder acknowledges, that the Company may at any time and with the consent of the Policyholder, assign, transfer, charge or deal in any other manner with the Policy, or any of its rights under the Policy (including the Company's right to recover the Excess Amount from the Policyholder).

Terrorism Exclusion Clause

The Company shall not be liable for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except where liability is judged to exist under a policy or policies by a court of competent jurisdiction in accordance with the Road Traffic Acts, subject to a maximum amount recoverable hereunder of £75,000,000 inclusive of all costs during the period.

For the purpose of this exclusion an "act of terrorism" means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Agreement, the burden of proving the contrary shall be upon the Policyholder.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Endorsements

These Endorsements are only operative if shown on Your Schedule of Insurance.

Endorsement 01 – Breakage of Glass Cover

We will pay up to £300 (net of £50 Excess) for accidental damage to Your Car windscreen or windows in any one Period of Insurance if the windscreen or window is replaced or repaired by our Approved Windscreen Supplier. If any other supplier carries out the repair we will only pay up to £100 (net of £50 Excess) in any one Period of Insurance.

The Policy extension does not cover

- First £50 of any claim (the breakage of glass Excess).
- Any loss or damage if You do not have cover under the Section.
- Damaged sunroofs, roof panels, lights or reflectors, even if they are made of glass.
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's vision or the security of the Insured Vehicle, is affected.
- VAT if you are registered.
- Any damage to Your Car caused by or as a result of the breakage of the glass.

Endorsement 02 – Territorial Extension

Minimum cover (as required by the laws of the country applicable) will apply to allow the use of Your Car in any country which is a member of the EU, plus Andorra, Croatia, Faroe Islands, Gibraltar, Monaco, Norway, Iceland, Liechtenstein, San Marino and Switzerland. A Green Card is not necessary for travel in these countries and Your Certificate of Motor Insurance provides proof of cover required to travel in these countries. Upon payment of additional premium by the Policyholder, the territorial limits of the Policy will be extended to include those countries specified and agreed to by the company for the period stated.

Endorsement 03 – High Mileage

Upon payment of additional premium by the Policyholder, Policy cover will be extended to total mileage exceeding 20,000 miles per annum.

Endorsement 04 – Comprehensive Cover Abroad

Minimum cover (as required by the laws of the country applicable) will apply to allow the use of the vehicle in any country which is a member of the EU, plus Andorra, Croatia, Faroe Islands, Gibraltar, Monaco, Norway, Iceland, Liechtenstein, San Marino and Switzerland. To upgrade to fully comprehensive, there is an additional premium of £75, inclusive of insurance premium tax, per week or part per week thereof.

Endorsement 05 – Provisional Licence

Sections 2 & 3 of this policy will not apply whilst the vehicle is being driven or used by any person holding a provisional driving licence unless they are accompanied by a person who is over the age of 24 and has held a full UK driving licence for the category of vehicle covered by this policy for a minimum period of 3 years.

General Exceptions

1. The Company shall not be liable in respect of any claim arising while Your Car is being used or driven:

- (a) Otherwise than as stated in the Certificate of Insurance or permitted under Section 1 "Liabilities to Third Parties".
- (b) To the knowledge of the Policyholder in an unsafe or unroadworthy condition.
- (c) Unless the person driving holds a license to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a license.
- (d) If, to the knowledge of the Policyholder, the person driving does not hold a license to drive the Insured vehicle unless the person driving has held and is not disqualified from holding or obtaining such a license.
- (e) By any person not described on the Certificate of Motor Insurance and/or Schedule as entitled to drive or in charge of the car.
- (f) By any person who is breaking the conditions of their driving licence.
- (g) Without your consent by a family member, spouse, partner or a person who normally lives with you by you or any driver shown on your current Certificate of Motor Insurance
- (h) for towing more than one caravan, trailer or mechanically disabled vehicle at the same time.
- (i) For merchandise delivery including fast food delivery.
- (j) for criminal purposes or deliberately used to cause harm, loss or damage for hire or reward, racing, pace making, testing, speed trials, track days or for competing in rallies.
- (k) For any use in connection with the Motor Trade other than by a member of the Motor Trade for the purposes of overhaul, upkeep or repair; when towing for payment/reward a caravan, trailer or mechanically disabled vehicle.

2. The Company shall not be liable for:

- (a) any consequence of war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- (b) any accidental injury loss or damage (except that which is covered under Section 1 "Liability to Third Parties") arising during or in the consequence of:
- (c) earthquake.
- (d) riot or civil commotion assuming the proportions of or amounting to an uprising.
- (e) any liability agreed between You and another party, which, in the absence of any such agreement, would not apply.
- (f) directly caused by pressure waves from aircraft and other flying objects travelling at sonic or supersonic speeds.
- (g) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss, or
- (h) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) Ionizing radiations or contamination by nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) Earthquake or underground fire
 - (iii) riot or civil commotion outside of Great Britain, the Isle of Man, the Channel Islands or Northern Ireland
 - (iv) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

3. The Company shall not be liable for any accident, injury, damage, loss (including consequential loss) or any liability of whatsoever nature while Your Car is in or on that part of an aerodrome, airport, airfield, or military base provided for:

- (a) the take-off or landing of aircraft and for the movement of aircraft on the surface
- (b) aircraft parking aprons including associated service roads, refuelling areas and ground equipment parking areas.

4. This Policy shall not apply in respect of claims arising out of:

Any accident, injury, loss or damage occurring while the Your Car is being used on a motor racing track or circuit, airfield, test venue, derestricted road, Nurburgring Nordschleife or at an off-road event, or for racing, pace-making, competitions, rallies, track days, trials or tests speed trials or speed tests.

- (a) The Policyholder or any driver covered under this Policy using a commercial vehicle.
- (b) Vehicles specifically designed or adapted for military and/or law enforcement use.
- (c) Public emergency service vehicles.
- (d) Losses occurring in the United States of America and/or Canada.
- (e) Vehicles on rails or cables.
- (f) Use of vehicles for transport of chemical substances and gases in liquid, compressed or gaseous form.
- (g) Vehicles that do not travel on firm land.
- (h) Use of vehicles for transport of highly explosive substances.
- (i) Use of vehicles for transport of oil or liquefied gas.
- (j) Motor traders risks which means any business involving the sale servicing or maintenance of motor vehicles

5. Pollution

We will not cover any injury, loss, damage 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 Insurance.

6. Public Authorities

We do not cover any loss or damage caused by any government, public or local authority legally removing, keeping or destroying Your Car.

7. Public Authorities

We do not cover any loss or damage caused by any government, public or local authority legally removing, keeping or destroying Your Car.

8. Use on Nürburgring Nordschleife

We will not cover any injury, loss, damage or liability whilst Your Car is being used or driven on the Nürburgring Nordschleife.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Policyholder. In the event any portion of these exclusions is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Conditions

1. Due Observance

The due observance and fulfilment of the terms and conditions of this Policy and any applicable Endorsements (as shown in the Schedule) shall be conditions precedent to any liability of the Company to make any payments under this Policy.

Claims

- (a) All accidents involving possible injury; loss or damage must be reported to the Company within 48 hours of occurrence.
- (b) Any writ, summons or impending prosecution must be sent and/or notified to the Company immediately and must not be replied to
- (c) You must inform the Police as soon as possible if Your Car or its contents are stolen and provide us with the crime reference number.
- (d) You must send to Us immediately all communications from other people involved in an accident involving You which must not have been replied to
- (e) You must give Us all the information and help we need to process the claim
- (f) For the purpose of this part of the condition only, the expression "Insured Person" shall mean The Policyholder (as stated on the Schedule) and any other person entitled to be indemnified under this Policy (as stated on the Schedule):
 - (i) The Insured Person (or the Insured Person's agent) shall not make any admission of liability or offer or promise of payment but shall permit the Company to have sole conduct of all negotiations or legal proceedings
 - (ii) The Company shall be entitled to use the name of the Insured Person for the purpose of resisting or enforcing any claim and the Insured Person shall give to the Company all reasonable assistance in connection therewith and shall act in all cases in the best interests of the Company.
 - (iii) The Company shall have full power to conduct the defence, admit negligence for any accident or claim on Your behalf, exchange information with other parties involved with the accident or claim and to settle any claim or part thereof without reference to the Insured Person and in the event of any dispute between the Company and the Insured Person such settlement shall have the effect for all purposes as if it were made with the concurrence of the Insured Person, notwithstanding that such settlement may be made without admission of liability.

2. Keeping your Policy up to date - What if my car or circumstances change?

You must tell Your Broker of any changes to Your circumstances or those of any permitted driver, otherwise your Policy could be invalid. Call Your broker who sold you Your Policy and they will let You know if there is a refund or additional premium to pay. If You are unsure if any changes are relevant you must call your broker and ask.

You must tell your broker about any changes in circumstances, as We may not be able to arrange cover in every case. If We are not told about changes in circumstances this could affect the amount You are able to claim or may even mean You are unable to make a claim. If the circumstances differ significantly it could even result in Your Policy being declared void. Changes in circumstances are any factors that differ from the information given previously, for example if You have received motoring convictions since Your Policy started. If We are able to arrange cover Your broker will calculate any difference in premium from the date You were obliged to notify us (even if this happened in a previous Period of Insurance). Please note the notification timescales described below.

Please tell Your broker before if You

- are going to modify Your Car, even if the alteration is only cosmetic
- are going to change to a different car
- are going to change what You use Your Car for (e.g. if you start using it for business travel when you were not covered for this before)
- would like to add another driver to your Policy
- are going to take your car abroad

Please tell Your Broker immediately

- if You or any driver named on Your Policy, are involved in an accident theft or loss, even if it is not in respect of a vehicle covered under this Policy, no matter how trivial or small and even if You do not wish to make a claim
- if You sell your car
- if You change Your address or mobile number
- if You or any driver named on Your Policy, change occupation
- if You become aware of any medical or physical condition of any driver that may affect their ability to drive
- if You or any driver named on Your Policy, stop being resident in the UK
- if You or any driver named on Your Policy, have been disqualified from driving, have had their driving licence revoked or their driving licence status has changed. Please note that a change in licence status such as passing Your driving test may result in an increase in premium.
- Of any motoring or criminal convictions (including penalty points, fixed penalties, speed camera offences and disqualifications) in respect of You or any person permitted to drive under this Policy

If any of the changes (for example, change of car or change of occupation) would result Us being unable to insure You, Your Policy will need to be cancelled and the cancellation procedure and refunds outlined below will apply.

Please tell us when you renew Your insurance

- if You or anyone covered by this Policy had insurance cancelled by an insurer. This includes a Policy declared null and void (as though it has never existed), a renewal declined by an insurer or a Policy cancelled by an insurer due to, but not restricted to, non-payment, fraud or misrepresentation;
- of any physical or mental impairment that must be notified to the Driver and Vehicle Licensing Agency (DVLA) or the Driver and Vehicle Agency Northern Ireland (DVANI).
- of any other factors which may influence the decision to insure You

3. Cancellation/Cooling Off Period

When You receive your Policy, You have 14 days to consider the cover. If the cover does not meet Your requirements You may cancel your insurance by returning Your documents within 14 days of receiving them (including Your Certificate of Motor Insurance). Provided there are no claims on the Policy, we will refund You Your premium less a pro-rata amount for the time on cover and a £40 fee.

The Company or Your broker may cancel this Policy by giving You seven days' notice to Your last known address. You must then return the Certificate of Motor Insurance to the Company or Your broker and provided the Policyholder has not made a claim, or one has not been made against him/her during the current Period of Insurance, We will refund a proportion of any premium paid by You for the Period of Insurance still remaining in accordance with the scale below.

You may cancel the Policy at any time by returning the Certificate of Motor Insurance. Provided that no claim has been made by You, or one has not been made against You during the current Period of Insurance, We will refund a proportion of any premium paid by You for the Period of Insurance still remaining in accordance with the scale below.

Cancellation Period	% of Premium we will refund
Up to 14 days on cover	Pro-rata Refund Less a £40 fee
14 days to 1 month on cover	75%
Up to 2 month to on cover	60%
Up to 3 month to on cover	50%
Up to 4 months on cover	35%
Up to 6 months on cover	25%
Up to 8 months on cover	10%
Over 8 months on cover	0%

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.

Should Your Car be stolen and/or deemed to be a total loss Your Policy will be cancelled without prior notice by writing to Your last known address and We will deduct any outstanding premium owed from any payment to You.

If a claim has been made, We may cancel Your cover but not refund any premium. If You are paying by instalments, You must still pay the remaining instalments.

If You are paying Your insurance by premium finance instalments or other similar payment method, cancelling the direct debit instruction does not mean you have cancelled the Policy.

This Policy shall be cancellable by the Company without refund of any premium in the event that, whether in regard to this Policy or any other Policy, any sums of money payable by You to the Company, by way of Excess amount or otherwise, are left outstanding after demand.

4. Other Insurances

If any claim covered by this Policy is covered by any other insurance, whether taken out by the Policyholder or not, the Company shall not be liable to pay more than a rateable portion provided nothing in this condition imposes an obligation to contribute under the Indemnity to other persons in relation to Section 1 of this Policy.

5. Disputes

All differences arising out of this Policy may (at Our option) be referred to arbitration in accordance with the statutory provision in force at the time of arbitration. Any claims not referred to a dispute resolution within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

6. Care of Your Car

You or any person in charge of Your car must take reasonable precautions to protect Your Car from damage or loss. Alarms, immobilisers and tracking devices must always be on and working when Your Car is left unattended. Your Schedule shows any security requirements specific to Your Policy. If these requirements are not met, this insurance will not be valid and We will not pay a claim.

You must always take the Keys out of the ignition and remove them completely when Your Car is left unattended. You should lock all doors and close all windows and sun-roofs. You should maintain Your Car in an efficient and roadworthy condition; and you must have a valid Department for Transport Test Certificate (MOT) if one is needed by law.

You must give Us reasonable access to examine Your Car and if asked send us evidence of a valid MOT and/or evidence Your Car was regularly maintained and kept in a good condition. If an accident happens and the condition of Your Car caused or contributed to the accident, no cover under the Policy will be provided and instead, liability will be restricted to meeting obligations as

required by Road Traffic law. In those circumstances, we reserve the right to recover from You or the driver or any party responsible for the condition of the Your Car, all sums paid (including all legal costs), whether in settlement or under a judgment, of any claim arising from the accident.

It is a condition precedent to the liability of the Company under the Policy that You must drive responsibly at all times and shall take all reasonable precautions to prevent liability, loss, damage or accidents.

7. Fraudulent Claims

If You or anyone acting on Your behalf

- Makes any claim or any part of any claim that is fraudulent, false or exaggerated or supported by any fraudulent device whether ultimately material or not;

We may

- Immediately cancel or avoid Your Policy and/or all other Policies which You have with us from the date of the claim arising.
- Refuse to pay the claim in its entirety.
- Recover from you any costs incurred by the Company.
- Retain any premium paid by You.
- Involve the relevant authorities in bringing criminal proceedings

8. Inaccurate or misleading Information

If You or anyone acting on Your behalf

- misleads Us in any way including as to who is the main driver of the Your Car, in order to obtain this Insurance, obtain more favourable terms or to reduce the premium payable
- misleads or fails to accurately answer questions which affect either the terms and conditions or the premium of this Insurance or the Our granting of this Insurance at all, including information relating to claims, no claims discount, motoring convictions, criminal convictions, modifications to Your Car and its use;

We may

- Immediately cancel or avoid Your Policy and/or all other Policies which You have with us from the date of the claim arising or in the case of avoidance, from inception or the date of the misrepresentation.
- Recover from you any costs incurred by the Us or any of our agents.
- Retain any premium paid by You

9. Recovery

The Company reserves its right to recover from You and/or the person who incurred the liability any amount paid out by the Company which the Company would not have been liable to pay out (including all expenses incurred by the Company in connection with any such payment) but for the provisions of the law relating to the Insurance of liability to Third Parties in any territory in which the Policy operates or by reason of the Company's participation in the Motor Insurers Bureau arrangements.

10. Drink / Drugs clause

This policy does not provide cover for any loss, damage, accident or injury, other than we are required to provide in accordance with the Road Traffic Act, occurring whilst Your Car is being driven by You or any person permitted to drive under this Policy should it be proved to Our satisfaction that the driver was under the influence of drink or drugs. A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence of the condition of the driver at the time and date of the occurrence giving rise to the conviction.

11. Instructions

For Your benefit and to ensure an efficient administration process, it is Our policy to deal with Your spouse, partner or parent and any other person who is named on Your Policy. If you would like someone else to deal with Your Policy on Your behalf on a regular basis please let us know.

12. Residency

You will only be provided with the cover set out in this Policy if You and/or any additional drivers, on Your Policy, are permanently resident in Great Britain and Northern Ireland. If there is a change in circumstances or the information previously supplied, then You must tell us. If We are not told about such changes in circumstances this could result in an additional premium, affect the amount You are able to claim or may even mean you are unable to make a claim. If the circumstances differ significantly it could even result in your Policy being declared void.

13. Automatic renewal

We may automatically renew Your Policy on the renewal date. If We plan to automatically renew, We will let you know We are planning to do this before your cover ends together with sending you details of the renewal premium. If You do not want to renew this Policy, You should let Us know before the renewal date.

14. Vehicle registration

To be covered by this Policy Your Car must be registered in, or be in the process of being registered in, the Great Britain or Northern Ireland.

15. People involved in this Contract

Accepting payments from passengers as part of a car sharing arrangement will not affect Your insurance cover if:

- they are being given a lift for social or similar purposes;
- Your Car is not built or adapted to carry more than seven passengers;
- this is not as part of a business of carrying passengers; and
- any money received does not produce a profit.

16. Voluntary use

Social, domestic and pleasure use includes use of the car for voluntary purposes. No payment or income should be received other than reasonable expenses to cover running costs such as fuel.

17. Changes to your Policy and requests for documents

We may apply a charge of up to £40 to cover Our administrative costs if You request a change of vehicle or driver, a duplicate Certificate of Motor Insurance, a duplicate policy booklet or any other written confirmation of cover

18. Trailer cover

Any trailer attached to Your Car will have cover under Section 1 of this Policy if you own the trailer or it is hired to you under a hire purchase agreement

What We Do With Your Data

XS Direct is the registered data controller for personal information held about You for the purposes of the Data Protection Act. You should show this notice to anyone who may be covered by Your insurance Policy with Us. We will use the information You provide to manage and handle Your insurance Policy. This includes underwriting, handling claims and recovering amounts owed by You. To provide You with products and services, We hold information in Our data systems or it is held by our agents or subcontractors. We may check the information You provide against other information available to the public (such as on the electoral roll and court judgments). We may share information with other insurers, either directly or through people acting for Us and them (such as loss adjusters or private investigators). And, if We are entitled to do so under data-protection law, We also share information with the police and other law-enforcement agencies. We may pass information about You and Your claims history to:

- Our agents and service providers;
- other insurers and their agents;
- any agent acting for You; and
- recognised trade, governing and regulatory organisations We are a member of or which We are governed by.

Your electronic information

If You contact us electronically, We may collect Your electronic identifier e.g. Internet (IP) address or telephone number supplied by Your service provider.

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 (Tax Discs);
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension, and or prosecution of offenders);

If You are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds Your correct registration number. It is our responsibility to

update Your Policy to the MID. We fully comply with the agreements in place with the MIB to update Your details within seven days; however it is important that You check your Policy documents ensuring that the registration number is recorded correctly. If it is incorrectly shown on the MID you are at risk of having Your car seized by the Police. You can check that Your correct registration number is shown in the MID at www.askMID.com If the registration number is not shown correctly on Your Policy documents, or You cannot find Your Car on the MID, please contact Your broker immediately.

Sensitive Information

Some of the personal information We ask You for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about You or others except for the specific purpose for which you provide it and to provide the services described in your Policy documents. You will have been asked to agree to this when you first contacted Us but please ensure that You only provide Us with sensitive information about other people with their agreement.

Credit Reference Agencies

To assess Your insurance application and the terms on which cover may be offered, We may obtain information about You from credit reference agencies to check Your credit status and identity. The agencies will record Our enquiries. This will not affect Your credit rating.

Complaints Procedure

At XS Direct, we are committed to providing the best possible service. However, We understand there may be times when We do not meet Your expectations. We want You to let us know straight away if You are unhappy. We will always do our best to resolve any complaint fairly.

How to make a complaint

We understand that making a complaint can be stressful in itself. That is why We want You to be able to complain in any way You choose.

Complaint about Your Policy

Please address Your complaint to Your claims handler handling Your claim. These details should be on the correspondence they have sent You during Your claims process.

Please write to:

Complaints Department

XS Direct

1 Merrion Place

Dublin 2

Ireland

Or you can send an e mail to Complaints@XSdirect.ie

Upon receipt of a complaint (written or verbal) an acknowledgement letter will be issued within 5 working days.

We will update the complaint within 20 working days of receipt of the initial complaint and will issue a final response within 8 weeks which outlines the reasons why We support or reject Your complaint.

Complaint about Your claim

Please address Your complaint to the broker who sold You the Policy. These details should be on the correspondence they have sent You when You took out the Policy.

How to escalate Your complaint

You can ask the Financial Ombudsman Service to review your complaint if for any reason You are still dissatisfied with Our final response, or if We have not issued Our final response within 8 weeks from You first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however, they will only consider Your complaint once you have tried to resolve it with Us first.

Financial Ombudsman Service

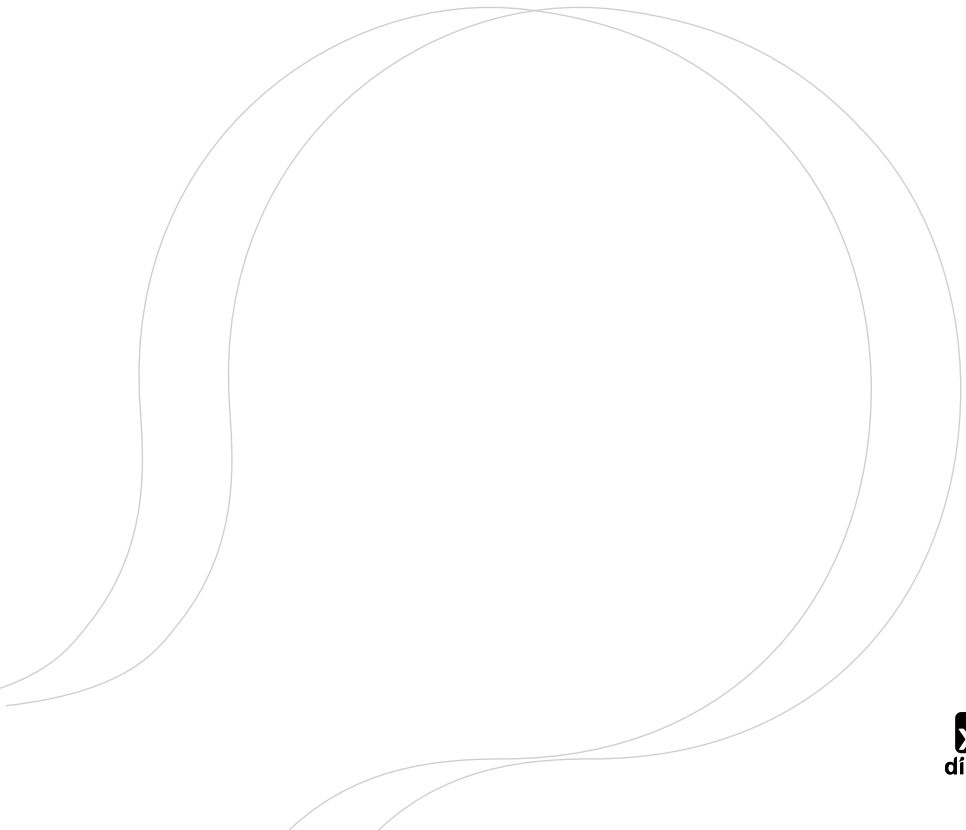
South Quay Plaza

183 Marsh Street

London E14 9SR

0800 0 234 567 which is free for people phoning from a 'fixed line' (eg. a landline at home) or **0300 123 9 123** which is free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

You can visit the FOS website at www.fos.org.uk. Being referred to the FOS will not affect Your legal rights. Whilst we are bound by the decision of the FOS, You are not. Following the complaints procedure does not prejudice Your right to take legal proceedings.



**For a quote
telephone 0871 6409988**

**To make a claim,
please call us on 0871 6403340**

www.xsdirect.com

XS **direct.com**
car insurance