

➤ Car Insurance

What are you covered for?



Your Policy Document

(Keep me somewhere safe)

KwikFit ➤
INSURANCE

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› How to make a claim

The following information is to help you make a claim. It is not part of this insurance contract.

What to do after an accident

- 1 If an accident causes damage to another car, an animal or property, or if anyone is injured, the law says you must stop. You must give your name, address and car registration number to anyone reasonably asking. If anyone is injured, you must show your certificate of motor insurance to the police or anyone who asks. You must tell us about every accident you are involved in, even if you are not at fault or not making a claim.
- 2 You should ask the other people
 - Their names and addresses.
 - Their insurance company's name, address and the policy or certificate number.
 - Their vehicle registration numbers.
 - Names and addresses of all witnesses.
- 3 Do not admit that you are to blame or offer to pay for anything.
- 4 Do not sign anything at the scene of the accident.
- 5 Make a rough sketch of the accident scene showing the position of the cars before and after the accident. Include the positions of any parked cars, lampposts, and so on.
- 6 Tell us about the accident as soon as possible by calling us on **0800 280 2029**.
- 7 Send any letters or documents you get about the accident (which you must not answer) to your insurer (we will give you their name and address when you tell us about the accident).

What to do if your car is stolen

- 1 Tell us about the loss as quickly as you can by calling us on **0800 280 2029**.
- 2 If you know where the vehicle is, try to make sure that it is safe and secure.
- 3 If the vehicle is not found, we will ask you to send all vehicle documents and keys directly to your insurer (we will give you their name and address when you report the theft to us).
- 4 You must tell us immediately if your car is found after it has been stolen.

How to make a claim for damage to your vehicle

If your insurance covers you for the cost of repairs to your vehicle after an accident, fire or theft you should ring our Accident Action Line on **0800 280 2029**.

Depending on the damage to your vehicle, the claim procedures may include the following.

- A recommended repairer may give an estimate for the work needed.
- An engineer may inspect the damage to your vehicle.
- Repairs to your vehicle may then be authorised.
- Your insurer may decide that it is not economical to repair your vehicle (a 'total loss').

Your insurer uses recommended repairers around the country who give a fast, reliable and professional repair service. When the recommended repairer is carrying out repairs to your vehicle the following will apply;

- 1 If you have comprehensive cover, they will give you a free courtesy car whilst they are repairing your vehicle. The recommended repairer will decide which vehicle to give you.
- 2 After your vehicle has been repaired, they will make sure it is clean and tidy.
- 3 They will guarantee the work for three years.

Excess

If you have to pay an excess:

- you must pay the repairer this amount when you collect your vehicle, or
- if your vehicle is a 'total loss', your insurer will take the excess from the offer they make for your vehicle.

Glass damage

If you have comprehensive cover, you should call our Accident Action Line on **0800 280 2029**. We will take details and put you in contact with our approved glass repairer. Remember to ask if the glass can be repaired as this can save you money.

➤ Data Protection, Finding and Stopping Fraud

It is important that you read this section and show it to anyone else insured to drive your car. We need to give you this information to meet Data Protection laws. It explains how your insurer may use your details and tells you about the systems and registers they and others have in place, which may allow them to find and stop fraudulent applications and claims. The savings that they make help them to keep premiums and products competitive.

When you tell us or your insurer about any incident (for example, an accident, fire or theft) information about it will be passed to the registers. Your insurer may search these databases when you apply for insurance, make a claim, or at the time of renewal to check your claims history or that of any other person likely to be involved in the policy. Your insurer and other organisations may also search these agencies and databases to help make decisions about the supply and administration of insurance and related services, to manage your insurance policy, and to check your identity to prevent money laundering. If you ask, your insurer can give further details of the databases they use.

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licensing
- II. Continuous Insurance Enforcement;
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other

territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at **www.askmid.com**

Insurers use various other databases to help check the information given and also to stop and find insurance-related fraud. This includes, but is not limited to; the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd), the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI), Insurance Hunter and Credit Industry Fraud Avoidance System.

If you give false or inaccurate information to us or to your insurer and they suspect fraud, they will record this.

We or your insurer may answer enquiries by the police about your policy during their investigations. To administer your policy or to protect your interests, we or your insurer may share the data supplied (either by you or on your behalf) to other organisations such as solicitors, loss adjusters or loss assessors.

To help us to keep to our service standards, and to prevent and detect fraud, we may record or listen to phone calls.

Compensation Scheme

Your insurer is covered by the Financial Services Compensation Scheme (FSCS), which means that you may be entitled to compensation if they are unable to meet their obligation to you. Further information about this is available from FSCS at – The FSCS, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN. Tel: **0207 892 7300** E-mail: **enquiries@fscs.org.uk**

› Introduction

Please read the policy wording, the schedule and certificate carefully, so you know what you are insured for. Make sure you read the general exclusions, conditions and any endorsements that apply. If the cover is not what you want or you have any questions, please contact us at once.

There are useful information notes shown in the blue shaded areas throughout the policy wording. They are not part of your insurance contract but they are there to help you understand it. Always read these notes with the whole of this document.

This policy wording replaces all earlier issues of our policy wording.

This is a legally-binding contract of insurance between you (the policy holder) and the insurer (as shown on your current certificate of motor insurance). The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. We or your insurer may cancel or change any part of the contract without getting anyone else's permission. The contract is based on the information you gave in your statement of insurance. The legally-binding contract also includes this policy wording, the schedule and the certificate of motor insurance.

Your insurer has agreed to insure you under the terms, conditions and exclusions in this wording and any endorsements that apply. You are insured for any liability, loss or damage that happens as long as you have paid, or agreed to pay the premium.

By insuring with us, you agree to any amounts you may owe us, or our debt recovery agency, being deducted from any premium refund due to you.

If you are paying for your insurance by instalment plan or debit/credit card in your own name, we will automatically renew your policy, unless you tell us not to. We will write to you before the policy renewal date to remind you of this and to let you know what the new payments will be.

We will charge a fee for changing any of your policy details. Our charge will cover our costs and is not part of the insurance contract.

This insurance contract will be governed by English Law unless you have agreed otherwise with your insurer.

This insurance contract is written in English, and any communications about it will be in English.

On behalf of the insurer



**Brendan Devine
Managing Director
Kwik Fit Insurance
Authorised Signatory**

➤ Meaning of Words

The following words or phrases have the same meaning whenever they appear.

British Isles

- 1 England, Scotland and Wales
- 2 Northern Ireland
- 3 The Isle of Man
- 4 The Channel Islands
- 5 Transport by water, rail or air within or between any of these territories as long as this transport is by commercial carrier.

Certificate of motor insurance

The document which proves that you have insurance to meet the conditions of Section 147 of the 1988 Road Traffic Act.

Cover note

A temporary certificate of motor insurance.

Defined organisation

- 1 A motor garage or other similar business, which you do not own, which has your vehicle for:
 - maintenance;
 - repair;
 - testing; or
 - servicing.

2 A hotel, restaurant or similar business, which you do not own, where your car has been parked for you.

Endorsement

A change to your policy.

Entertainment and communication equipment

Any:

- radio, cassette, compact disc or other audio equipment;
- phone or other communication equipment; or
- visual navigation equipment; while fitted into your vehicle.

Excess

The amounts which you must pay if you make a claim.

Fire

- Fire
- Lightning
- Explosion

General average contribution, salvage and sue and labour charges

Costs for your vehicle which you have to pay under maritime law.

Insurer

The insurance company or Lloyd's syndicate which covers you and whose name is shown on:

- your certificate of motor insurance; and
- your schedule.

Market value

The cost of replacing your vehicle in the British Isles with a car of the same make, model, specification, mileage, age and condition of your vehicle just before the loss or damage.

No-claim discount

A discount from your premium if you do not make a claim, or if you are not involved in an incident which may lead to a claim. Your schedule shows the number of years no-claim discount you have.

Period of insurance

The length of time your policy lasts as shown on your schedule.

Permitted driver

Any person your certificate of motor insurance covers to drive or control your vehicle with your permission.

Policy

The following documents:

- your statement of insurance;
- this policy wording (pages 5 to 22 inclusive);
- your schedule;
- your certificate of motor insurance; and
- any endorsements shown on your schedule.

Road Traffic Act

The law which shows the minimum motor insurance which you need in the British Isles.

Schedule

The document which describes:

- you;
- the cover that applies and the period of insurance;
- any other permitted driver; and
- any other details of your policy that are specific to you.

Statement of insurance

The form which gives details of:

- you;
- any other permitted driver; and
- all material information which you told us about or someone else told us about on your behalf. (Material information is the information the insurers would consider when assessing the risk.)

Theft

Any:

- theft; or
 - attempted theft;
- which you reported to the police.

Us, our or we

Kwik Fit Insurance
PO Box 007
Glasgow
G71 5PU.

You or your

Whoever is named as the policyholder in:

- your certificate of motor insurance; and
- your schedule.

Your vehicle

The vehicle shown:

- in the 'Description of vehicles' on your certificate of motor insurance, and described in your schedule; and
- under 'Vehicle details' on your cover note.

This is the vehicle you have told us about and your insurer has agreed to insure.

Changes which affect your insurance

You must tell us about changes which may affect your insurance. In particular you must tell us before you change your vehicle. Here are some examples of other changes you must tell us about, but this is not an exhaustive list;

- If you get an extra vehicle.
- If you change your address (also tell us where you park your vehicle overnight).
- If you or any other driver changes jobs. Tell us about part-time work or having no work.
- If you change what you use your vehicle for.
- If you make changes to your vehicle, such as alloy wheels, spoilers, lowered suspension and so on.
- If you want to cover any different driver.
- If you or any person allowed to drive has been involved in a motoring accident or claim.
- If you or any person allowed to drive has been charged with or convicted of any motoring offences or fixed penalty offences.
- If you or any person allowed to drive develop a new illness or physical condition.
- If the person who uses your vehicle the most changes.

If you do not tell us about changes, your insurance may not cover you fully or at all.

Please ask us for help if you are not sure whether to tell us about certain information or changes to circumstances.

Your insurance premium and policy terms may alter as a result of a change. We will let you know of any difference when you make us aware of a change. Your insurer has the right not to accept your policy on the basis of new details. If this happens, we will try to find an alternative insurer for you.

Types of Cover

Your current schedule shows what you are covered for. The different kinds of cover are shown below.

Comprehensive

Sections 1, 2, 3, 4, 5, 6, 7 and 8 apply

Third party fire and theft

Sections 1, 2, 5, 6, 7 and 8 apply.

Section 1 only covers you for losses from fire and theft.

Third party only

Sections 2, 5, 6 and 8 apply.

Remember – The general terms, conditions and exclusions apply to all sections of this insurance.

Legal Expenses Policy

This cover applies if you have paid our Legal Cover arrangement fee (as shown on your covering letter), please see pages 36 to 46 for full details of the cover given.

SUMMARY OF COVER

Your certificate of insurance shows the level of cover you have chosen along with the start and end date and times of your policy

This is a Policy Summary only. It does not contain the full terms and conditions of the contract. For full details of all policy terms & conditions, please refer to the relevant section of this book.

Significant Features & Benefits	Significant/Unusual Exclusions & Limitations (see also overleaf)	COMP	TPFT	TPO
Accidental damage cover (see Section 1)	The most your insurer will pay is the market value of your vehicle at the time of the loss.	✓	✗	✗
Theft of audio equipment (see Section 1)	A limit of £300 (if cover is COMP) and £100 (if cover is TPFT) applies if the equipment was not fitted as standard	✓	✓	✗
Fire & theft damage cover (see Section 1)	Excludes loss or damage to your vehicle by theft if:- a) left unlocked or with the keys in or on it, or b) the vehicle is an open top/convertible and the hood has been left open/unlocked, or c) as a result of someone taking it by fraud or trickery. The most your insurer will pay is the market value of your vehicle at the time of the loss.	✓	✓	✗
Third party liability cover including whilst towing (see Section 2)	A limit of £20,000,000 applies to third party property damage claims, in addition to a limit of £5,000,000 for legal costs and other expenses incurred for such claims.	✓	✓	✓
Glass cover (see Section 3)		✓	✗	✗

Continued overleaf...

SUMMARY OF COVER

Significant Benefits (continued)

Significant Features & Benefits	Significant/Unusual Exclusions & Limitations (see also overleaf)	COMP	TPFT	TPO
New vehicle replacement (see section 4)	Your vehicle will be replaced with a new one of the same make, model and specification if; <ul style="list-style-type: none"> • Your vehicle is less than 12 months old • You are the owner & first registered keeper • The cost of repair is more than 60% of the list price, & • A replacement is available in the UK 	✓	X	X
Personal Belongings cover (see Section 4)	A limit of £150 applies. Cover does not apply; <ul style="list-style-type: none"> • To money, tickets, documents, jewellery, furs, goods or samples • If your vehicle is an open-top, convertible or motor-caravan. 	✓	X	X
Personal Accident cover (see Section 4)	Cover applies to yourself, your spouse or your Civil Law partner. A limit of £5000 per person applies in the event of death, loss of limb or blindness as a direct result of an accident while travelling in a vehicle. Cover does not apply; <ul style="list-style-type: none"> • To anyone aged over 80 • To anyone driving under the influence of drink or drugs • To anyone not wearing a seat belt • If caused by suicide or attempted suicide 	✓	X	X
European cover (see Section 5)	The policy extends the same level of cover you have in the UK to the countries listed in Section 5 of your policy. This cover does not apply; <ul style="list-style-type: none"> • If you are using any vehicle other than your own vehicle • If your permanent home is not in the British Isles • For more than 60 days per period of insurance. 	✓	✓	✓
Guaranteed courtesy vehicle (see "How to Make a Claim" section)	Provided you use our approved repairer, a courtesy vehicle will be provided while your vehicle is being repaired by them. The type of courtesy vehicle is at their discretion.	✓	X	X

SUMMARY OF COVER

In addition to the benefits listed overleaf, the following may apply;

Protected No Claims Discount (see Endorsements section)	Only applies if you selected it (Endorsement 001 will show on your schedule)	If it applies, your no claim discount will only be reduced if you have more than 2 claims in 5 periods of insurance.
Driving Other Cars cover (see Section 2)	Only applies if shown on your certificate of motor insurance (under "Persons or classes of person entitled to drive").	If it applies, this gives third party only cover, for you only, to drive other cars (not belonging to you). Cover only applies in the British Isles, & you must have the owner's permission to drive their car.

SUMMARY OF SIGNIFICANT & UNUSUAL GENERAL EXCLUSIONS

This is a summary only. For full details of all policy exclusions, please refer to the policy document. For full details of the exclusions specified below, please refer to the relevant Sections (listed below) within the policy document.

Exclusion	Refer to Section below for details	Only applies if cover is...
Excesses - you will have to pay the amount of excess shown in your schedule. The amount will vary depending on the type of damage.	Section 1	COMP TPFT
Excesses – you will have to pay an additional excess if your vehicle is damaged while driven by a young/ inexperienced driver.	Section 1	COMP
Excesses – you will have to pay an additional excess if your policy has a limited mileage clause (Endorsement 007 will show on your schedule), the limit is exceeded, and there is a claim	Endorsements	COMP
Glass Excess – you will have to pay an excess if you make a claim for glass damage. The amount is shown on your schedule, and varies depending on whether an approved repairer is used or not.	Section 3	COMP
Driving Licence – the insurance does not cover any loss, damage or liability that happens while the vehicle is being driven by someone who doesn't hold a driving licence, or doesn't meet the terms and conditions of their driving licence.	General Exceptions	COMP TPFT TPO
Use – the insurance does not cover any loss, damage or liability that happens while the vehicle is being used for something it is not insured for (the certificate of motor insurance shows what the vehicle may be used for).	General Exceptions	COMP TPFT TPO
Drivers – the insurance does not cover any loss, damage or liability that happens while your vehicle is in the charge of someone who is not a permitted driver (unless your vehicle is stolen).	General Exceptions	COMP TPFT TPO

Section 1: Cover for loss or damage to your vehicle

What your vehicle is covered for

- Your insurance covers loss of or damage to your vehicle. This includes its standard accessories and spare parts if you keep these in or on your vehicle or in your private garage.
- Your insurance also covers loss of or damage to your vehicle's fitted entertainment and communication equipment. This cover does not include tapes, cassettes, compact discs or citizen-band radios.

Your payment towards a claim (the excess)

- If you claim for damage to your vehicle, you must pay the amount shown in section 5 of your schedule.
- If you are claiming only for loss of or damage to entertainment and communication equipment, you will not have to pay the excess. But, if there is any other damage to your vehicle at the same time, you will have to pay the excess (shown against section 5 of your schedule).

The excess is the amount you have to pay for every claim for loss of or damage to your vehicle (for example, if your repairs cost £1000 and you have a £100 excess, you pay £100 and your insurer pays £900). Excesses apply whoever was to blame. But if the accident was not your fault, and you have legal expenses cover with us, you may be able to make a claim through your legal expenses policy.

There are three kinds of excess. Compulsory – your insurer will apply this in certain circumstances, such as for high performance cars. Voluntary – if you have chosen to have an excess, your insurer will give you a discount on your premium. Young or inexperienced driver – this depends on the age of the driver and how long they have been driving.

These excesses will be shown in your schedule and on any endorsement that applies to this insurance. The young or inexperienced driver excess will be on top of any other excesses which apply.

Young or inexperienced driver excess

If your vehicle is damaged while a young or inexperienced person is driving it, you will have to pay part of the cost of each claim as follows.

Driver's age	Amount you pay
Under 21	£300
21 to 24	£200
25 or over who has not held a full UK licence for 12 months or more	£100

This excess is on top of any other excess which you may have to pay. This excess does not apply while your vehicle is with a 'defined organisation' and does not apply to fire and theft.

How your claim will be settled

If your insurer pays your claim, they will either:

- repair the damage;
- pay you the amount of the loss or damage; or
- give you an amount to replace what is lost or damaged and not worth repairing.

Your insurer will decide how to settle your claim.

If they pay you the amount of the loss or damage and your vehicle can be repaired, they will take VAT off the amount before paying you (unless your vehicle is a commercial vehicle).

The most your insurer will pay

a For your vehicle:

- the 'market value' of your vehicle just before loss or damage (except in the case of section 4 extra benefits – new car replacement)

b For entertainment and communication equipment:

- £300 if your policy cover is comprehensive; or
- £100 if your policy cover is third party fire and theft;

except for the manufacturer's standard fitted equipment, in which case there is no limit to your cover.

If you cannot replace any lost or damaged part or accessory, the most your insurer will pay will be:

- the cost shown in the manufacturer's last price list; and
- the reasonable cost of fitting.

Repairs which improve your vehicle

If you have any repair or replacement carried out which leaves your vehicle in a better condition than it was before the loss or damage, you will have to pay part of the cost of the repair or replacement.

Examples of this are if you have your exhaust, battery or worn tyres replaced.

Hire purchase or leasing agreements

If your vehicle is on hire purchase, or leased, or belongs to someone else, your insurer will normally pay your claim to the car's legal owner.

Repairs after an accident or theft

- If you cannot drive your vehicle after an accident or theft that is covered by this insurance, you are insured for making it secure and having an authorised agent take it to the nearest suitable repairer or another safe place. You are also insured for having it taken back to your address after it has been repaired. Your insurer will not pay the cost of any transport outside the country where the damage or loss happened unless they agree to this first.
- You should not move your vehicle if this could cause any more damage.
- Your insurer may arrange a safe place to keep your vehicle while it is waiting to be repaired, inspected or got rid of.

- Your insurer must agree before any new part or accessory is ordered for you or supplied to you.
- If your insurer thinks that the estimate for repairing your vehicle is too much, they may ask you to go to another repairer.

Total loss (write off)

If your insurer decides to pay you the market value of your vehicle, you must send them all vehicle keys, the certificate of motor insurance, the vehicle registration document and (if this applies) the Department for Transport test certificate (MOT) before they will pay your claim. They may move your vehicle somewhere safe.

Your vehicle belongs to your insurer once they have paid you the insurance money. If they have agreed that you can keep the car they will pay the insurance money when they have taken off the salvage value. If your insurer has also agreed to insure your vehicle once it is fit to drive again, cover will only be started again when you have an MOT certificate and an independent engineer's report showing that the vehicle is fit for you to drive.

As soon as your insurer says that your vehicle is a total loss, only section 2 of this policy (your liability to other people) will apply until you tell us that your vehicle has been made roadworthy (if your insurer agrees to cover it) or you tell us you have changed your vehicle.

If your cover is not started again within 30 days, or by the end of the current period of insurance (whichever comes first), your policy will be cancelled.

If your vehicle is a total loss, your cover reduces to third party only until you tell us you have changed your vehicle, or the vehicle is fit for you to drive again (if your insurer agrees to insure it again). If your cover is not started again, after 30 days your policy will be cancelled.

What is not covered

Section 1 of your insurance does not cover any of the following:

- Wear and tear, mechanical, electrical, electronic or computer failures or breakdown or breakages, although any loss or damage caused by failure, breakdown or breakage may still be covered.
- Damage to tyres caused by braking or by punctures, cuts or bursts.
- Loss from taking your vehicle and returning it to its legal owner.
- The value of your vehicle dropping because of damage, whether you have repaired it or not.
- Any losses caused as a result of damage covered by this policy.
- Loss of use of your vehicle.
- Loss of or damage to your vehicle by someone taking it by fraud or trickery, or from any agreement while you are selling or hiring your vehicle.
- Loss of or damage to your vehicle by theft if you or anyone else has left it unlocked, or left it unattended with the keys in it, or on it.
- Loss of or damage to your vehicle by theft if the vehicle is an open-top, targa or convertible, and the roof opening or hood has been left open or unlocked.
- The cost of any item which caused fire damage to your vehicle.
- Any excess that applies to this insurance.
- Loss or damage to your vehicle by it being confiscated or destroyed by order of government or public/local authority.

You must take all reasonable steps to avoid loss of or damage to your vehicle. For example, you should take the keys when you leave the vehicle and make sure that you do not leave valuables where they can be seen. You should close all the windows and lock all the doors. Always make sure that any alarm or immobiliser is on.

Section 2: Your liability to other people

Damage and injury you cause to other people

You are insured for everything you have to pay for by law, including:

- damages;
- claimant's costs; and
- expenses.

The insurer will only pay these costs if they are the result of something that happens while you are driving or in charge of your vehicle and if:

- you kill or injure other people; or
- you damage property belonging to other people.

Cover for other people

Your insurer also covers the following people for legal liabilities to others;

- Any person you allow to use your vehicle as long as your certificate of motor insurance shows that they can. The person must not be banned from driving your vehicle by an endorsement, exclusion or condition.
- Any person who causes an accident while they are travelling in or getting into or getting out of your vehicle.
- Your employer or business partner (if your certificate of motor insurance allows business use).

If anyone covered by this insurance dies, your insurer will transfer to their estate the protection given by this policy.

Driving other cars

If your certificate of motor insurance says so under 'Persons or classes of persons entitled to drive', you are insured to drive any private car that you do not own and have not hired under a hire-purchase or leasing agreement. But, you will not be insured for any loss of or damage to the car you are driving. Also, you will not be insured in the following circumstances.

- If you do not have the owner's permission to drive the car
- If you are covered by any other insurance to drive the car
- If the car is not registered in the UK
- While you are outside the British Isles.

You are insured if you are using someone else's car (but only if your certificate says you can). This cover only applies to you – no other driver on your policy is included in this extra cover. There is no cover for the car you are driving in these circumstances, the cover is for third party only. If you have MotorPlus legal expenses cover, it does not apply to accidents that happen while you are using this extra cover.

The most your insurer will pay

The most your insurer will pay for damage to property as a result of any accident(s) caused by a vehicle driven by or used by you or any other person and for which cover is given under this section will be:

- £20,000,000 for loss of or damage to property including any indirect loss or damage, but excluding costs and expenses
- £5,000,000 for legal costs and other expenses in respect of any claim or series of claims arising from any one event causing loss of or damage to property.

Legal costs

If your insurer agrees in writing, they will pay for a legal representative to represent you in the following circumstances.

- Representing you or any permitted driver at a magistrates court, fatal accident enquiry or coroner's inquest.
- Defending you or a permitted driver against a charge of manslaughter or causing death by dangerous driving.

Emergency medical treatment

You are insured for emergency medical treatment fees after an accident involving any vehicle which this insurance covers. By law the person who owns the car must pay the cost of emergency treatment fees. You

must pass the bill for emergency treatment to your insurer straight away after telling us about the incident. The Road Traffic Act says that your insurer must give this emergency medical treatment cover. If this is the only payment made, it will not affect your no-claim discount.

Towing

You are insured while any vehicle covered by this insurance is towing a caravan or trailer. The cover will apply as long as the towing is allowed by law, and the caravan or trailer is attached properly by towing equipment made for this purpose.

This section of your insurance does not cover any of the following.

- Damage to or loss of the caravan or trailer.
- Damage to or loss of property being carried in or on the caravan or trailer.
- Any claim if you are towing a caravan or trailer for profit.
- Death or injury to any person being carried in or on or getting into or out of the caravan or trailer.
- Any liability incurred while the caravan or trailer is not attached.

What is not covered

This section of your insurance does not cover any of the following.

- Liability for death or injury to any person arising out of and during that person's employment.
- Anyone who is covered by another insurance.
- Loss of or damage to any vehicle covered by this insurance.
- Loss of or damage to any property belonging to (or in the care of) any driver or passenger who is making a claim under this section.

Section 3: Glass damage

You are insured for:

- damage to your vehicle's glass; and
- any scratches to the bodywork caused by the glass breaking.

This includes damage to all windows, the windscreen and glass sunroofs.

If glass damage is the only damage you are claiming for, it will not affect your no-claim discount.

Your contribution to the claim (the excess)

You must pay the excess shown against section 5 in your schedule for any glass damage claims. This excess will not apply if you have the glass repaired.

What is not covered

This section of your insurance does not cover damage to any of the following

- Roof panels
- Winding mechanisms
- Lights and/or reflectors, even if they are made of glass.

Section 4: Extra benefits

You do not have to pay an excess for any part of this section.

1 Personal accident cover

If you or your husband or wife or Civil Law partner are injured or killed in a car accident, your insurer will pay the amounts shown below if, within three months of the accident, the accident directly causes;

- | | |
|---|--------------|
| • death | £5000 |
| • total loss of one or both hands or feet | £5000 |
| • permanent total blindness in one or both eyes | £5000 |

The most your insurer will pay in any one period of insurance is £5000 for any one person.

They will only pay if the injury or death happens while you or your husband or wife or Civil Law partner (as defined in the Civil Partnership Act 2004) are travelling in, getting into or getting out of your vehicle, or any other private car that you do not own, hire or lease. This benefit will be paid to the injured person or to his or her personal representatives.

This personal accident cover does not apply:

- to anyone aged over 80 at the time of the accident;
- if the death or injury is caused by suicide or attempted suicide;
- if the death or injury is caused to any person driving while under the influence of drink or drugs; or
- to any person not wearing a seat belt when the law says they should be.

2 Personal belongings

If personal belongings in your vehicle are lost or damaged because of an accident, fire or theft, these are insured up to £150 in total.

If someone else owns the property, you can ask your insurer to settle the claim with them.

This cover does not apply:

- to personal belongings covered by any other insurance;
- to money, stamps, tickets, documents, jewellery or furs;
- to goods or samples for your work or any other trade; or
- if your vehicle is a motor-caravan or an open-top or convertible
- if your vehicle has been left unlocked or unattended with the keys in it or on it.

3 Medical expenses

If you or your passengers are injured in an incident involving your vehicle, you are insured for up to £200 for each person for any medical treatment which is needed.

4 New car replacement

Your insurer will replace your vehicle with a new one if your vehicle is within 12 months of when you first registered it as new, and is:

- stolen and not recovered; or
- damaged, and the cost of repair or replacement is more than 60% of the British Isles list price including taxes.

If you ask, your insurer will replace your vehicle with a new one of the same make and model as long as:

- everyone involved agrees;

- a replacement vehicle is available from stock within the British Isles; and
- you own your vehicle or have a hire-purchase agreement for it.

If a replacement vehicle is not available, your insurer will pay you the market value of your vehicle just before the loss or damage happened.

5 Hiring Transport

If your vehicle is stolen and not recovered, your insurer will pay you £20 a day for up to five days towards the cost of hiring another car. The period of up to five days applies from 24 hours after you have reported the theft to the police up until the vehicle is found.

The most you will get for every period of insurance is £100. The insurer will not pay the claim unless you hire another car.

6 Replacement Locks

You are insured for up to £500 towards the cost of replacement locks, for your vehicle if the keys, transmitters or entry cards for your vehicle are stolen and it is reasonable to believe that any person who has them knows the identity or garaging address of your vehicle. Your insurer will pay towards the cost of replacing: The door locks and/ or boot lock. The ignition/steering lock. The lock transmitter, ignition keys, entry cards and central locking interface.

What is not covered

This section of your insurance does not cover any of the following.

- Theft that has not been reported to the police within 24 hours.
- Lost or damaged keys, transmitters or entry cards.
- Replacement of alarms or other security devices used in connection with your vehicle.
- Theft of keys, transmitters or entry cards that were left in or on the vehicle if the vehicle was left unlocked or unattended.
- Theft where reasonable care was not taken to prevent the incident.

- Keys, transmitters or entry cards taken by a family member/person resident at your address.

Section 5: Driving abroad

Minimum cover

Your policy gives the minimum insurance you need to drive your vehicle in:

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

Countries in which this policy applies

As well as the minimum cover shown above, your policy cover (as shown on your schedule) is valid in the following countries as well as the British Isles.

Andorra	San Marino and
Austria	Vatican City)
Belgium	Latvia
Bulgaria	Lithuania
Croatia	Luxembourg
Cyprus	Malta
Czech Republic	Netherlands
Denmark	Norway
Estonia	Poland
Finland	Portugal
France (including	Republic of Ireland
Monaco)	Romania
Germany	Slovakia
Gibraltar	Slovenia
Greece	Spain
Hungary	Sweden
Iceland	Switzerland (including
Italy (including	Liechtenstein)

Your insurer will not give policy cover outside the British Isles in the following circumstances unless they agree otherwise.

- If you are using any vehicle other than your vehicle

- If your permanent home is not in the British Isles.
- If you use your vehicle outside the British Isles for more than 60 days in a period of insurance.

Cover also applies while your vehicle is being carried between sea or air ports or railway stations within these countries, as long as this travel is by a recognised sea, air or rail route.

Extending your cover abroad – within the European Union

If you are going to travel within the EU for more than 60 days in a year, you should let us know before you go abroad. If you ask and if your insurer agrees, we will extend your policy to cover this. You may have to pay an extra premium for this.

Extending your cover abroad – outside the European Union

There is no agreement outside the EU about minimum cover. Unless the country you are travelling to is listed on page 15, no cover applies at all. So you must call us to make arrangements before you go abroad. If your insurer agrees to extend your policy, we will issue an international motor insurance certificate (green card). You may have to pay an extra premium for this.

Full policy cover is given for most European countries for up to 60 days a year.

Your policy also gives you the minimum cover needed in any other country not listed on page 15, but which has made arrangements to meet the minimum insurance needed by the EU. This cover is very limited and will not include cover for any damage to your car, even if you have comprehensive cover. We strongly advise you to contact us two weeks before you intend to travel if you will be travelling to any country not listed so that we can explain how to extend your cover.

You do not need a Green Card if you are travelling to countries within the European Union. But you should take your certificate of motor insurance and this policy booklet with you.

Customs duty

You are covered if you have to pay customs duty for your vehicle if:

- there is loss or damage to your vehicle which is covered under this policy; and
- the loss or damage happens in any country listed above.

The most your insurer will pay for this is the market value of your vehicle.

General Average Contribution

You are covered for general average contribution, salvage and sue and labour charges while your vehicle is transported at sea (please see page 5).

The most your insurer will pay for this is the market value of your vehicle.

Section 6: No-claim discount

Your insurer will reduce your renewal premium as stated by the no-claim discount scale that applies at the time you renew your policy as long as:

- you do not claim under this insurance;
- no claim has been made against you; and
- nothing has happened which may result in a claim.

If a claim is made under your policy, all or some of your no-claim discount will be lost (depending on the number of years no-claim discount you have and the no-claim discount scale used by your insurer at the time).

We check your no-claim discount every time you renew your policy (or when your policy is cancelled). As no-claim discount scales can change, you should call us if you need to know what your no-claim discount is.

If you are no longer insured with us, we will only issue proof of any no-claim discount when your account is paid in full.

Section 7: Extra cover

If your vehicle is in the care of a 'defined organisation' (such as a garage or restaurant – see page 5 for the definition) and is damaged while being driven or used outside the circumstances shown on your certificate of motor insurance, then you are covered for this loss or damage, depending on the level of cover you have.

You will not have to pay any excess in these circumstances.

Section 8: Cancellation

You have the right to cancel this policy within 14 days

You have the right to cancel this policy within 14 days of receiving the policy documents or the date the policy starts, whichever is the latter. If you do not cancel, the policy will continue until the expiry date shown on your certificate of motor insurance, unless you, we or your insurer cancel it at a later date.

If you want to cancel your policy, you must either call or write to us. You must return the certificate of motor insurance to us within 7 days of your request. If you do not do this, it is an offence under the Road Traffic Act.

When your policy is cancelled, your insurer will make a proportionate charge for the number of days on cover. The rest of the money that you paid will then be refunded. If a "total loss" claim has been made on your policy, no refund will be given, and, if you are paying your insurance by instalments, you will have to pay the balance of the premium.

You may cancel this policy at any other time

You may cancel this policy at any time after the first 14 days. If no claims have been made (and there are no pending claims), your insurer will allow a proportionate refund of premium from the cancellation date. By law, you must return your

certificate of motor insurance within seven days of the cancellation date.

If any claims have been made (or if there are any pending claims), no refund of premium will be allowed.

If you are paying your insurance by instalments, and you cancel your policy after a claim (or an event that may lead to a claim), you must pay the balance of premium, even if you no longer have the vehicle.

We may cancel this policy

If we (or your insurer) cancel your policy, we (or they) will write to you at your last known address, telling you that all cover will stop seven days after the date of the letter. You must also return your certificate of motor insurance to us. If no claims have been made (and there are no pending claims), your insurer will allow a proportionate refund of premium from the cancellation date.

If any claims have been made (or if there are any pending claims), no refund of premium will be given.

Cancellation if your insurer stops trading

In the unlikely event that your insurer stops trading (for example, because of insolvency), we or your insurer or their representative will write to you at your last known address, giving you seven days' notice that all cover will be cancelled. If this happens, you may be entitled to get a refund of part of your premium as calculated by the Financial Services Compensation Scheme. This is even if you have made a claim or have a claim pending under your policy.

If your policy is cancelled within the first 14 days of your policy starting or receiving your policy documents, whichever is the latter, we will make a charge of £25 to cover our processing costs. If your policy

cont'd

is cancelled after 14 days, we will charge £50 or our commission, whichever is the greater. Our commission varies but we will have told you this amount when you bought the policy. We will take the charge for cancelling away from the refund given by your insurer. These cancellation terms will not apply if your policy is cancelled because your insurer stops trading.

General exclusions

These general exclusions apply to the whole of this insurance.

Your insurance does not cover the following

- 1 Any accident, injury, loss or damage that happens while your vehicle is:
 - being used for something it is not insured for;
 - in the charge of anyone who is not a permitted driver (unless your car is stolen or taken without your permission); or
 - being driven by someone who does not hold a driving licence, or does not meet the terms and conditions of their driving licence.

This does not apply for any claim under sections 1 or 3 when your vehicle is with a 'defined organisation'.

- 2 Any liability you have accepted under an agreement or contract unless you would have the liability if the agreement or contract did not exist.
- 3 Anyone who does not meet all the conditions of this insurance.
- 4 Any liability, accident, injury, loss or damage caused directly or indirectly by:
 - war, revolution, or any similar event (unless your insurer needs to give cover to meet relevant insurance law);
 - acts of terrorism (unless your insurer needs to give cover to meet the Road Traffic Acts) as defined by the Terrorism Act 2000, or as defined by any UK Court of Law;

- riot or civil commotion happening outside of England, Wales, Scotland, the Isle of Man and the Channel Islands (unless your insurer needs to give cover to meet relevant insurance law);
- earthquake;
- ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, from burning nuclear fuel, or any risk from nuclear equipment; or
- pressure waves caused by aircraft and other flying objects travelling at or above the speed of sound.

- 5 Any legal action taken against you outside the British Isles, unless it is as a result of using your vehicle in a country which your insurer has agreed to extend this insurance to cover.
- 6 Any liability, injury, loss or damage caused directly or indirectly by pollution or contamination, unless the pollution or contamination happens at a specific time and place during the period of insurance and is directly caused by one incident and is:
 - sudden;
 - identifiable;
 - not deliberate; and
 - unexpected.

The insurer will assume that the pollution caused by the incident happened when the incident took place. This exception does not apply if any motor insurance law says that your insurer must give this cover.

- 7 Any loss, damage or liability arising while your vehicle or any other vehicle covered by this insurance is in any place where aircraft take off, land or park including any associated service roads, refuelling areas, ground equipment areas or the Customs examination areas of international airports.

General conditions

What you must do

This insurance will only apply if:

- the person claiming meets all the conditions in this document, and
- all the information you have given us is correct and complete

Your premium is based on the information you gave us when your cover started and when you renew it. If the circumstances change you must tell us as soon as possible.

If you do not give us full and honest information, your insurer may refuse to pay your claim.

Accident and claim procedures

After any accident, injury, loss or damage, you must:

- give us full details as soon as you can;
- send any letter about the claim, (which you must not answer) directly to your insurance company (we will give you their name and address when you tell us about the claim);
- tell us as soon as you know about any prosecution, coroner's inquest or fatal accident enquiry;
- not talk about the claim unless you have your insurer's written permission;
- not do anything which may prejudice your insurer's position; and
- give us and your insurer all the help we may need to deal with a claim.

Handling a claim for you

Your insurer can:

- take over, carry out, defend or settle any claim; and
- take action (which they will pay for) to get back any money they have paid out under this insurance.

Your insurer will take this action in your name or the name of anyone else covered by this insurance. You or the person whose name they use must give all the information and help they may need.

False claims

Your insurer will not pay a claim which

is fraudulent or false or where they have been given documents which are false or stolen. If this happens all cover under this insurance will end.

Insurer's right to recover losses

If the law of any country says that your insurer must pay a claim which they would not otherwise have paid, they can get the costs back from you or the person who was using your vehicle.

Looking after your vehicle

You and the permitted drivers must:

- protect your vehicle from loss or damage; and
- keep your vehicle and any trailer or caravan being towed by your vehicle in a safe and roadworthy condition.

Your vehicle must be covered by a valid Department for Transport test (MOT) certificate if you need one by law. Whenever the vehicle is unattended, it must be locked and all the keys removed. You must allow your insurer to examine your vehicle and any trailer or caravan towed by your vehicle at any reasonable time.

Other insurance

If you claim for anything that is covered by another insurance, your insurer will only pay their fair share of any claim.

Cover for car-sharing

Your policy allows you to accept payment from passengers in your vehicle as part of a car-sharing agreement, as long as:

- your vehicle has not been built or adapted to carry more than eight passengers and a driver;
- you are not carrying passengers as part of a business of carrying passengers; and
- you do not make a profit from the payments you get for a journey.

Endorsements

An endorsement only applies if it is shown on your schedule. Details of all endorsements are either shown in this section or on your schedule. If an endorsement number has a person's name or a type of person after it, the endorsement applies only to that person or type of person. The general terms, conditions and exclusions of this insurance also apply to the endorsements.

Endorsement 1 – No-claim discount protection

Your Insurer will only lower your no-claim discount if you have made more than two claims (including claims made against you) in the last five periods of insurance.

Endorsement 2 – Excluding drivers under 25

You will not be covered while your vehicle is being driven by or is in the charge of anyone who is under 25.

Endorsement 3 – Excluding drivers under 30

You will not be covered while your vehicle is being driven by or is in the charge of anyone who is under 30.

Endorsement 4 – Excluding drivers under 25 other than people named in the schedule

You will not be covered while your vehicle is being driven by or is in the charge of any person under 25 unless they are named in the schedule.

Endorsement 5 – Official use clause

You are insured while your vehicle is being used by you on official business. If you get a mileage allowance for this or for carrying official passengers, your insurer will not count it as use for hiring or for carrying passengers for hire or reward.

Endorsement 7 – Limited mileage

Your insurer has lowered your premium because you have agreed that you will not drive more than the number of miles every year shown on your Statement of

Insurance. If you go over this mileage, you will have to pay the following amounts towards any claim for accidental loss or damage to your vehicle.

- Mileage limit gone over by 1000 miles or less – £250 excess.
- Mileage limit gone over by 1000 miles or more – £500 excess.

These amounts apply as well as any other excesses that may apply.

Endorsement 9 – Excluding drivers under 30 other than people named in the schedule

You will not be covered while your vehicle is being driven by or is in the charge of any person under 30 unless they are named in the schedule.

Endorsement 12 – Security

Your insurer will only cover claims for theft damage under Section 1 (Cover for loss or damage to your vehicle), when a Thatcham Category 1 or 2 immobilising device or a Tracker device has been fitted to your vehicle. The device must be fitted in line with the manufacturer's instructions, and must be in active operation at all times the car is left unattended. Proof that the device is fitted to your vehicle will be required before your insurer will consider any theft claim under Section 1.

Endorsement 15 – Compulsory Overnight Location

Your insurer will only be liable for claims for fire, theft or attempted theft damage under Section 1 (Cover for Loss or Damage to Your Vehicle) when your vehicle has been locked in a secure garage overnight, (22:00 - 06:00) if within the vicinity (half a mile) of your home address.

Endorsement 16 – Vehicle-tracking device requirement

Amendment to section 1 – Loss of or damage to your car.

Your Insurer will not cover you under this section of your policy for theft or attempted theft unless:

- a) your car is fitted with a vehicle-tracking

system approved by your insurer and the system was turned on and working properly at the time of the theft or attempted theft;

- b) you have paid all your tracking subscriptions; and
- c) you tell the vehicle-tracking system company about the theft within 4 hours of you (or anyone else in charge of your car) being told your car has been stolen.

Endorsement 17 – Limited mileage

Your Insurer will not provide any cover under this policy (apart from under section 2 – Liability to other people) if you do more than the number of miles a year in your car than is shown against this endorsement on the schedule.

You must give us the recorded mileage of your car at the following times;

- When your policy starts.
- Each time you renew this policy.
- If you change the car covered under this policy (you must then give us the recorded mileage of your old car and new car).
- If you make a claim under this policy.

Endorsement 18 – Imported cars (grey imports)

If your car is defined by the Driver and Vehicle Licensing Authority (DVLA) as a 'personal import' or 'very low volume vehicle' and you imported it from outside the European Union, your insurer will only provide cover under this policy if your car met the DVLA's 'type approval regulations' when it was imported to the United Kingdom.

The following amendments apply to your policy;

- a) You are not entitled to the new car replacement benefit or the hiring transport benefits under section 4.
- b) If your car is damaged and the cost of repairing it is more than it is worth, or if your car is stolen and not found, your insurer will only pay up to the market value of your car in the United Kingdom at the time it was stolen or damaged. Your Insurer will not pay more than the

amount shown on the receipt for your car or the value of your car that you declared to us at the start of your policy, whichever is lowest.

- c) If your car is damaged and the suitable parts or accessories are not available in the United Kingdom, your insurer may choose to send you a cheque for the amount of the loss or damage instead of repairing your car. The amount they will pay for new parts and accessories will not be more than the manufacturer's last list price in the country your car was manufactured. The insurer will use the currency exchange rates that apply at the date of that damage. They will not pay for the cost of importing any part or accessory into the United Kingdom.

Endorsement 19 – Windscreen limit (grey import)

Change to section 3 – Glass damage.

If the windows are replaced, the most your insurer will pay is £450 for any one claim (after taking off the excess).

Your Insurer will not cover any damage to panoramic windscreens under this section of your policy

Endorsement 20 – Windscreen limit

Change to section 3 – Glass damage.

If the windows are not replaced by our repairer there is a limit of £150 per claim (after taking off the excess).

Endorsement 21 – Provisional License Holders

This policy only provides cover whilst you are a provisional licence holder. Once you have passed your driving test this policy will no longer provide any form of cover for either you or any driver named on your policy. You must return to us the Certificate of Motor Insurance for cancellation within 7 days from the date you passed your driving test. Failure to do so will make you personally liable for any Third Party Claims, Damage or Costs, resulting from any incident you may be involved in after you have passed your driving test.

➤ If you have a complaint...

If we, or your insurer, let you down, please tell us and we will do our best to resolve the issue as quickly and fairly as possible.

Step 1 Please call our complaints line on **0800 280 2204**. We will do our best to resolve the matter without delay. If you are not completely satisfied, please ask to speak to a Customer Relations Officer.

Step 2 If we fail to resolve the matter to your full satisfaction, refer to the table below for the correct contact details to take your complaint further. Please explain your concerns and quote your Customer Reference Number and/or Policy Number.

Note: the name of your insurer (& whether they are a Lloyd's syndicate) is shown on your insurance documents.

Step 3 Your complaint will be acknowledged within a maximum of 5 working days and dealt with as quickly as possible. We, your insurer and Lloyd's all aim to resolve complaints within 20 working days. If this is not possible, you

will be contacted before this time ends, explaining when your complaint should be resolved. In all cases, a final written response will be sent within a maximum of 40 working days (8 weeks) from when your complaint was received.

Step 4 If, when you get the final written response, you are still not satisfied, you have the right to refer your complaint to the Financial Ombudsman Service. You must do this within 6 months of receiving the final written response;

Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall,
London E14 9SR
Telephone: 0845 080 1800
www.financial-ombudsman.org.uk

The Ombudsman will need a completed form, which you can get from their website, or they can help you fill out the form by taking your details over the phone. Referral to the Ombudsman does not affect your right to take legal action.

If your complaint is about the **service you have received from Kwik Fit Insurance**, please write to;

The Managing Director
Kwik Fit Insurance
PO Box 007
Glasgow G71 5PU
Or you can e-mail us at customerrelations@kfis.co.uk

If your complaint is about **the cover given by your policy or the service received from your insurer, and your insurer is a Lloyd's syndicate**, please write to;

The Customer Relations Officer of your insurer, as shown on your insurance documents.
If you are unsure of these details, please call us on 0800 280 2204.
Or you may write to:
Lloyd's Complaints Department
Lloyd's, One Lime Street,
London EC3M 7HA
Email: complaints@lloyds.com
Telephone: **0207 327 5693**

If your complaint is about the **cover given by your policy or the service received from your insurer**, and your insurer is not a Lloyd's syndicate, please write to;

The Customer Relations Officer of your insurance company, as shown on your insurance documents.
If you are unsure of these details, please call us on the above number.

Legal Expenses Policy Wording



Your Policy Document

(Keep me somewhere safe)

KwikFit 
INSURANCE

Motorplus Limited

Summary of Cover

Provided you have paid the Kwik Fit Legal Cover Arrangement Fee, your cover will be valid for the duration indicated on your Certificate of Motor Insurance.

The MotorPlus Legal Expenses Policy is a legal expenses insurance contract, which helps you to recover uninsured losses and costs from the person responsible for the accident following a vehicle collision.

This insurance policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited (trading as MotorPlus and ULR) and is underwritten by UK Underwriting Limited on behalf of Ageas Insurance Limited. Qdos Broker & Underwriting Services Limited, Motorplus Limited, UK Underwriting Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Significant Benefits	Significant exclusions or limitations	Policy Section
<p>Uninsured Loss Recovery and Personal Injury</p> <p>We; or external lawyers that we will appoint; will negotiate to recover uninsured losses and damages, and any legal costs and expenses, incurred by you in bringing a claim against a negligent Third Party motorist for:</p> <ul style="list-style-type: none"> (a) Loss of or damage to the Insured Vehicle (b) Damage to any personal property owned by you or for which you are legally responsible while in or on the Insured Vehicle (c) Death or personal injury to you while in, on, entering or leaving the Insured Vehicle. <p>Passengers and drivers, with the permission of the policyholder, will also get the benefit of the policy cover.</p>	<p>Legal costs and expenses are limited to £100,000 and this includes opponents' costs.</p> <p>You must be in or on the insured vehicle at the time of the collision.</p> <p>Costs incurred before we agree to appoint a representative are excluded.</p> <p>We are free to choose a representative.</p>	<p>Definitions: Limit of Cover</p> <p>Definitions: Insured Event</p> <p>Exclusions (18)</p> <p>Conditions (4: Representation)</p>
<p>Territorial limits</p> <p>The policy cover applies to accidents that happen in the Territorial Limits of the UK and most EU countries.</p>	<p>A full list of EU countries in which cover applies is shown in the policy wording</p>	<p>Definitions: Territorial limits</p>

Your Right to Complain

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should in the first instance contact the Chief Executive Officer of Motorplus Limited at Kircam House, Whiffler Road, Norwich NR3 2AL. Telephone **01603 420000**.

In the event you remain dissatisfied and wish to make a complaint you can do so in writing by contacting UK Underwriting Limited at:

Head of Claims
UK Underwriting Limited
2 Gibraltar House
Bowcliffe Road
Leeds LS10 1HB

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity as a **Micro-Enterprise**, or a charity with an annual income of less than £1million, or are a trustee of a trust with a net asset value of less than £1million. You may contact the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Tel: **0845 080 1800**

Fax: **0207 964 1001**

e-mail: **info@financial-ombudsman.org.uk**

Please note You have six months from the date of Our final response in which to refer Your complaint to the FOS. Referral to the FOS will not affect Your right to take legal action against Us.

If you are not satisfied with the service provided by Kwik Fit Insurance, you should contact them directly to discuss it.

Compensation Scheme

Your insurer is covered by the Financial Services Compensation Scheme (FSCS), which means that you may be entitled to compensation if they are unable to meet their obligation to you. Further information about this is available from FSCS at – The FSCS, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN.

Tel: **0207 892 7300**

E-mail: **enquiries@fscs.org.uk**.

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› MotorPlus Legal Expenses Policy

Your Demands and Needs:

This legal expenses policy meets the demands and needs of Kwik Fit Motor Insurance customers who wish to ensure that the legal costs incurred in pursuing a claim for uninsured losses following a nonfault accident are insured. Kwik Fit Insurance does not make personal recommendations as to the suitability of this policy to individual circumstances.

Kwik Fit Insurance pays the annual premium for this policy as long as you have paid your arrangement fee.

Kwik Fit Insurance will automatically renew your policy unless you have told them not to. Kwik Fit Insurance will write to you before the policy renewal date to remind you of this and to let you know what the new payments will be.

Terms and Conditions

The Underwriters upon payment of the premium agree to cover the Insured Person against Legal Costs and Expenses subject to the Policy Terms, Limit of Cover, Exclusions and Conditions herein in respect of an Insured Event, which occurs within the Territorial Limits and occurs during the Period of Insurance.

Definitions

In this insurance policy the meaning of the following words will be:

Appointed Agents

UK Underwriting Limited on behalf of Ageas Insurance Limited and/or their agent Motorplus Limited who may monitor and record calls.

Appointed Representative

The Solicitor or other appropriately qualified or experienced persons who MotorPlus

approve appointed under the terms and conditions of this Policy to act for the Insured Person.

Claim

A civil claim for damages for Uninsured Losses arising out of an Insured Event.

Coverholders

Motorplus Limited.

Enterprise

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

Insured

The person, firm or company who is entitled to participate in the Uninsured Loss recovery service offered by the Coverholders and has paid the Premium or whose Participating Agent has agreed to pay the Premium on their behalf.

Insured Event

An accident arising from the negligence of a Third Party, which results in the Insured Person incurring Legal Costs and Expenses in bringing a Claim relating to:

- Loss of or damage to the Insured Vehicle;
- Damage to any personal property owned by the Insured Person or for which the Insured Person is legally responsible while such property is in or on the Insured Vehicle;
- Death or personal injury to the Insured Person whilst in, on or mounting or dismounting from the Insured Vehicle.

Any such accident must occur within the Period of Insurance and within the Territorial Limits of this Policy.

Insured Person

You and any person authorised to drive the Insured Vehicle under Your Motor Insurance Policy or any authorised passenger in or on the Insured Vehicle who are claiming under this Policy with Your consent or their or Your legal representatives in the event of death.

Insured Vehicle

Any motor vehicle including any attached trailer owned or leased by You and specified in Your Motor Insurance Policy.

Legal Costs and Expenses

In relation to an Insured Event means any legal fees, costs and disbursements reasonably and properly incurred in relation to a Claim and any consequent Legal Proceedings:

- by the Appointed Representative, including fees of Counsel instructed by them when acting on behalf of the Insured in bringing a Claim, and in any event is limited to the standard basis
- by any other party to the Claim which the Insured Person is liable to pay as a result of an order or award of the court or other tribunal or a negotiated settlement provided that such settlement is made with the agreement of the relevant Underwriters, and in any event is limited to the standard basis.

Legal Proceedings

All work necessary regarding a Claim with the approval of the Underwriters, subject to the jurisdiction of courts within the Territorial Limits. Appeals from such hearings are also included when We are notified by the Insured Person of their wish to appeal at least five working days before the deadline for giving notice of appeal expires. We must also consider the appeal to have reasonable prospects of success. Advice and assistance, but not representation will be provided in matters dealt with in the Small Claims Track or any

other proceedings or dispute resolution process where costs cannot be recovered or paid on a standard or similar basis.

Limit of Cover

A maximum of £100,000 for all Legal Costs and Expenses of the Insured Person and including opponents costs where awarded arising out of any one Insured Event.

Micro-Enterprise

An **enterprise** which employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed €2 million.

Motor Insurance Policy

The policy of insurance issued to You in compliance with the Road Traffic Act valid at the time of the Insured Event.

Participating Agent

Kwik Fit Insurance, who are authorised to sell this Policy to You on behalf of the Underwriters and MotorPlus.

Period of Insurance

The length of time Your Motor Insurance Policy lasts as shown on Your certificate of motor insurance, and any following period Your premium is accepted for.

Policy

This MotorPlus Legal Expenses Policy.

Policyholder

Whoever is named as the policyholder in the certificate of motor insurance.

Premium

The payment, which is required to be paid to the Participating Agent or Us, by You for the Insured Person to obtain benefit of this Policy. Such amount is to be made by You in a single payment and is to be received by Us or the Participating Agent within 14 days of the date of issue of the Policy, save that We or the Participating Agent may, at their absolute discretion, waive Your obligation to pay.

Territorial Limits

Great Britain, Northern Ireland, Isle of Man, Channel Islands, Andorra, Austria, Belgium, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Republic of Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden and Switzerland.

Third Party

The other person(s) and/or party(s) responsible for the accident, excluding the Insured Person (as defined in this Policy).

Underwriters

Ageas Insurance Limited.

Uninsured Loss

Any loss, including injury, compensation or expense or costs that are directly caused by the Insured Event which led to Your Claim, unless specifically stated in the Policy, and where Your Motor Insurance Policy does not cover such loss.

We, Us, Our

Motorplus Limited, UK Underwriting Limited and/or Ageas Insurance Limited.

You, Your

The Policyholder.

Making a Claim

To make a claim call our Claims Centre on **0800 280 2029**.

The Claims Centre is available 24 hours a day, every day.

You can ask for assistance where You:

- need temporary transport
- are injured
- have suffered losses which Your insurer does not refund ("uninsured" losses)

This Policy can help where You have had a motor accident which was not Your fault.

About Motorplus ULR Legal Expenses

We are here to help with any motoring accident or emergency.

You can call Us day or night, all year round.

We want You to obtain maximum benefit from this Policy. Please take a few minutes to read through the details and familiarise yourself with the services We can offer. If You have any queries, please contact Kwik Fit Insurance who will be happy to assist.

If You have a Motor Accident

Unfortunately motor accidents happen. However, when they do occur, many people have no idea what to do.

You now have the protection of MotorPlus Legal Expenses.

If an accident occurs:

- write down the details of each vehicle and driver;
- take the names and addresses of any witnesses
- as soon as You can, call Us direct on **0800 280 2029**.

PLEASE REMEMBER, We are here to help: if You are not sure what to do, call Us.

If Your vehicle is undriveable We can make arrangements for it to be towed to a place of Your choice.

PLEASE NOTE: You will have to pay the towing fees. If the accident was not Your fault, We may be able to recover these costs from the responsible party or their insurers. However, in most cases the insurers will only pay the cost of towing to a repairer nearby.

If the accident was caused by another person, We may be able to supply a replacement hire vehicle if Your own is undriveable.

If You have "uninsured losses" (losses which Your own insurers will not refund

You, such as lost earnings, policy excess or compensation for injuries) then once Your claim is reported and accepted, We will try to recover these losses for You from the person who caused the accident or their insurers.

Claims are normally handled within Our Claims Centre. We may appoint a solicitor to deal with the matter.

To make a claim call the Claims Centre on **0800 280 2029** or write to:

MotorPlus
PO Box 141
Norwich, NR3 2JJ

Please contact MotorPlus who will appoint a solicitor from their panel to deal with the claim on Your behalf and if necessary, arrange for a hire vehicle.

We can also arrange for messages to be forwarded to family or friends.

Conditions

1. Compliance and Precautions

You and the Insured Person must comply with all of the terms and conditions of this Policy and take all reasonable precautions to minimise the cost of Claims or Legal Proceedings and attempt to prevent any event, which may cause a Claim.

2. Reporting the Claim

The Insured Person must immediately report to Kwik Fit Insurance any accident, which may give rise to a Claim under this Policy and must complete and return any forms requested to Kwik Fit Insurance. The Insured Person must supply, without delay, all information the Appointed Representative or We require or reasonably request. The Insured Person must not do anything, which may prejudice their case.

3. Acceptance of a Claim

Where We accept a Claim, We will notify the Insured Person or Kwik Fit Insurance in writing as soon as practicable.

4. Representation

- (a) We reserve the right to make Our own investigation into the case.
- (b) We also have the right to negotiate and settle the Claim, in the Insured Person's name, before an Appointed Representative is instructed.
- (c) If it becomes necessary to appoint a lawyer to assist You before the issue of court proceedings We will choose the Appointed Representative. If by the date when it is necessary to issue court proceedings We have not already chosen an Appointed Representative, You can nominate one by sending Us the name and business address of a suitably qualified person. We may choose not to accept Your nominee unless there are exceptional circumstances. If there is a disagreement over the choice of Appointed Representative another suitably qualified person can be appointed to decide the issue (see Clause 13).
- d) There will only be a transfer of representation to another Appointed Representative if there is a good reason to do so.

5. Control of the Claim

- (a) The Insured Person must co-operate fully with Us and the Appointed Representative and in particular We and the Appointed Representative must be kept continually and promptly informed of all developments relating to the Claim of which the Insured Person is aware and must be provided immediately with all information, evidence and documents relating to the Claim in their possession.
- (b) We shall have direct access to the Appointed Representative at all times in relation to any Claim.
- (c) The Insured Person must instruct the Appointed Representative to produce to Us immediately any documents, information or advice in his possession.

The Insured Person must also give the Appointed Representative such prompt, proper and reasonable instructions in relation to the Claim and the conduct of any litigation, as We require.

- (d) The Insured Person should advise Us directly or through their Appointed Representative immediately of all offers to settle or Payments into Court in respect of the Claim. No offer of settlement or negotiation can be made without Our agreement.
- (e) If the Insured Person does not accept the offer or Payment into Court and We consider that the outcome of the case will not be bettered We reserve the right to withdraw cover and will not be responsible for any further Legal Costs and Expenses after the offer or payment into court was made.
- (f) We may discharge Our liabilities to the Insured Person under this Policy by paying an amount equal to that claimed.
- (g) The Insured Person shall take all reasonable steps to keep the costs of the Claim or any Legal Proceedings as low as possible.
- (h) The Insured Person must send to Us directly or authorise the Appointed Representative to send to Us all bills for Legal Costs and Expenses, orders or awards for costs immediately on receiving them and We have the right to have these submitted for assessment by the courts or certification by the Law Society.
- (i) The Insured Person must authorise any Appointed Representative to receive any sums by way of legal costs recovered from the Third Party and to pay the same to Us to the extent of the sums indemnified under this Policy. Any sums received directly by the Insured Person should similarly be paid over to Us to the extent of the sums indemnified under this Policy.
- (j) The Insured Person must take all action possible to recover any costs, charges

or fees We may have paid or be liable to pay under this Policy and pay any such amounts recovered to Us. In any event, upon payment of all sums due for Legal Costs and Expenses under this Policy We can take over and if necessary conduct proceedings in the name of the Insured Person to recover such Legal Costs and Expenses which the Insured Person is entitled to receive from the Third Party.

6. Withdrawal

If the Insured Person withdraws from a Claim or discontinues instructions to an Appointed Representative expressly or by omission without Our agreement all Legal Costs and Expenses and Defendants Legal Costs will become the responsibility of the Insured Person. We will also be entitled to be reimbursed by the Insured Person for all Legal Costs and Expenses paid or incurred during the course of the Claim

7. Communication

All notices and communications from MotorPlus and The Underwriters or their Authorised Representative will be considered to have been sent if sent to the last known address of the Insured Person.

8. Dual Insurance

If at the time of any Insured Event there is any other insurance, which provides cover for the loss, or any part of it We will only be responsible for the amount not recoverable under that insurance.

9. Prospects of Success

Cover will only be provided if We and, where applicable, the Appointed Representative, are of the opinion that there are reasonable prospects of recovery from the Third Party. In cases where the Insured Event occurs outside of the United Kingdom We reserve the right to conduct enquiries or take legal advice on the prospects of success in the appropriate jurisdiction before deciding whether to provide cover.

We can give written notice to the Insured Person and the Appointed Representative to discontinue cover if during the course of a Claim We consider reasonable prospects of success no longer exist.

10. Compliance and Avoidance of Policy

MotorPlus and/or the Underwriters have the right to cancel this Policy and declare the same null and void in the event of any breach of Policy terms and conditions:

- (a) You do not hold a valid Motor Insurance Policy or, if relevant, valid Green Card, at the time of the Insured Event for the vehicle involved.
- (b) Your motor insurers are entitled to avoid the Motor Insurance Policy or refuse cover.
- (c) Any statements or answers made by You to Us or the Participating Agent prior to commencement of this Policy are found to be false or untrue.
- (d) You fail to disclose to Us or the Participating Agent any material fact relevant to the risks insured under this Policy.
- (e) You make any Claim under this Policy, which is fraudulent or false in any material respect.
- (f) You fail to pay the required Policy premium, if not having been waived, to the Participating Agent or Us within 14 days of issuing of the Policy.

11. Alteration

You must notify us immediately of any change, which may or does affect this policy.

12. Arbitration

In the event of any dispute or difference whatsoever arising out of this Policy or any Claim made there under the matter shall be referred to an arbitrator who shall be either a solicitor or a barrister agreed upon by the Insured Person and Us. If the Insured Person is not the Policyholder, by claiming under the Policy they agree to be a party to any Arbitration under this Clause whether jointly with the Policyholder or

otherwise and whether as Claimant or Defendant.

If We cannot agree on an arbitrator then the President of the Law Society or the Chairman of the Bar Council or similar legal professional body within the Territorial Limits will choose one. The appointment and subsequent arbitration shall be binding on both parties.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the Insured Person or Us, the arbitrator will decide how the Insured Person and We will share the costs.

13. Governing Law and Language

This insurance is written in English and all communications about it will be in English. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

14. Whole Agreement

This Policy contains the entire agreement between the Policyholder and any Insured Person claiming under it and the Underwriters and MotorPlus on their behalf and no other representation or warranty by the Insured Person or Us or their Authorised Representatives or any third party shall have any contractual effect unless agreed by all parties in writing.

Exclusions

The Underwriters will not indemnify the Insured Person in respect of:

1. Any Insured Event that took place outside of the Period of Insurance.
2. Any Claim reported to MotorPlus more than 180 days after the Insured Event.
3. Any Legal Costs and Expenses for any period subsequent to a refusal by the Appointed Representative to act further for the Insured Person for a reason, which MotorPlus consider, is

- justified unless MotorPlus agree to another Appointed Representative being instructed.
4. In any case where the Insured Person has misled MotorPlus or the Appointed Person as to the circumstances of the accident.
 5. In any case where the Insured Person fails at the time of making the Claim or at any stage to disclose to MotorPlus and/or the Appointed Representative material facts relevant to the Claim.
 6. Compensation, costs, damages, fines or penalties of any kind awarded by a court of criminal jurisdiction.
 7. Claims for damage to any property or any related loss, expense or costs that are indirectly caused by the Insured Event which led to Your Claim, unless specifically stated in this Policy.
 8. Any Claim arising out of a deliberate and/or criminal act or omission or which is found to MotorPlus's satisfaction to be of a fraudulent nature.
 9. Any claim arising from the theft or attempted theft of the Insured Vehicle.
 10. In any case where the Insured Person does not possess a valid Motor Insurance Policy, valid road fund licence or MOT for the Insured Vehicle or a valid driving licence.
 11. In any case where the Insured Vehicle is not in a roadworthy condition at the time of the Insured Event
 12. Any Claim where the Insured Person's motor insurers are entitled to repudiate the Motor Insurance Policy or refuse to cover a claim.
 13. All Claims in the Territorial Limits where a valid Green Card is required and has not been issued.
 14. Any Insured Event arising out of the use of an Insured Vehicle by the Insured Person in connection with racing, rallies, trials or competitions of any kind.
 15. Any Claim where no premium has been paid by You or received by Us or the Participating Agent within 14 days of the date of issuing of the Policy, save where this requirement has been waived.
 16. Any Claim where the Third Party cannot be traced or identified. FSA Contact Details: You can check the above details on the Financial Services Authority Register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.
 17. Any Claims arising from:
 - (a) Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it.
 - (c) Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority.
 - (d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
 - (e) Any Claims directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
 18. Legal Costs and Expenses incurred prior to notification of the Insured Event to MotorPlus.
 19. Legal Proceedings dealt with by a court or other body, which MotorPlus have not agreed to or are outside the Territorial Limits.
 20. The cost of representation in the Small Claims Track or any other proceedings or dispute resolution process where costs cannot be recovered or paid on a standard or similar basis.

21. Any undertaking the Insured Person gives to the Appointed Representative, or which the Insured Person or the Appointed Representative gives to any person about payment of fees or expenses, unless MotorPlus have given prior written authority.

Cancellation Rights

You have the right to cancel the Policy within fourteen days of the date upon which You receive your Policy document. Subject to no claim being made upon the Policy a full refund will be given of any premium paid. Cover will cease from the day You deliver, post or telephone Your notice of cancellation. After this 14-day period You can cancel the Policy at any time by contacting Kwik Fit Insurance, 1 Masterton Way, Tannochside Business Park, Glasgow, G71 5PU. However no refund will be given.

You may also cancel this policy by calling **0800 280 2222**.

In the event of a complaint

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should in the first instance contact the Chief Executive Officer of Motorplus Limited at the following:

Motorplus Limited
Kircam House
Whiffler Road
Norwich, NR3 2AL

Tel: **01603 420000**
Fax: **01603 420010**

In the event you remain dissatisfied and wish to make a complaint you can do so, in writing, by contacting the following:

Head of Claims
UK Underwriting Limited
2 Gibraltar House
Bowcliffe Road
Leeds, LS10 1HB

Please ensure your claim number is quoted in all correspondence to assist in receiving a quick and efficient response. If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity as a **Micro-Enterprise**, or a charity with an annual income of less than £1million, or are a trustee of a trust with a net asset value of less than £1million. You may contact the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Tel: **0845 080 1800**
Fax: **0207 964 1001**

E: **info@financial-ombudsman.org.uk**

Please note You have six months from the date of Our final response in which to refer Your complaint to the FOS. Referral to the FOS will not affect Your right to take legal action against Us.

Compensation Scheme

Your insurer is covered by the Financial Services Compensation Scheme (FSCS), which means that you may be entitled to compensation if they are unable to meet their obligation to you. Further information about this is available from FSCS at – The FSCS, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN.

Tel: **0207 892 7300**
E-mail: **enquiries@fscs.org.uk**

Data Protection Act 1998

Motorplus Limited does not pass any personal data about you to any third parties. When you apply for insurance and/or make a claim, you will be required to disclose relevant personal data about yourself to Motorplus Limited or their agents, including data which is deemed “sensitive” under the Data Protection Act 1998. Your explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when you make a claim. Please note that any information that you provide to Motorplus Limited may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by Motorplus Limited its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.

Motorplus Limited is authorised and regulated by the Financial Services Authority.

Regulated by the Ministry Of Justice in respect of regulated claims management activities.

➤ Your Car Insurance Policy Document

(Keep me somewhere safe)



Kwik Fit Insurance is an insurance intermediary authorised and regulated by the Financial Services Authority. For your protection calls may be recorded or monitored.

Registered in Scotland: 147319.
Registered Office: 1 Masterton Way,
Tannochside Business Park, Glasgow, G71 5PU

Kwik Fit Insurance
1 Masterton Way
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