

Your Telematics Vehicle Insurance

Your Policy Booklet

stella★

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Welcome to **Stella Services**. This booklet tells **you** about **your** vehicle insurance policy.

About Your policy

Your policy is made up of:

- ★ This booklet.
- ★ **Your** schedule and statement of fact.
- ★ **Your certificate(s) of motor insurance.**

Please read all these documents carefully and keep them safe in case **you** need them.

Words in bold type

Some of the words and phrases use in this booklet have a specific meaning -

For example, **insured vehicle** or **modifications**.

We have highlighted these words. **You** can find the exact meaning of these words in the 'Glossary' section.



FAQ's

How much will you pay if my vehicle is damaged?

Where damage to the **insured vehicle** is covered under **your policy**, **we** will pay the cost of repairing or replacing the **insured vehicle** up to its UK **market value**. This is the current value of the **insured vehicle** at the time of the claim. It may be different to the amount **you** paid or any amount **you** provided when **you** insured the vehicle with **us**.

Am I covered to drive other vehicles?

This **policy** only covers the vehicle shown on **your policy** schedule and **certificate(s) of motor insurance**, or any courtesy vehicle provided to **you** by **our approved repairer** in the event of a claim. Driving any other vehicle under this **policy** is not covered.

Am I covered if I leave my vehicle unlocked or the keys in the vehicle?

We won't pay a claim for theft or attempted theft if the **insured vehicle** is left:

- ★ Unlocked.
- ★ With keys or key fobs in, on, or attached to the vehicle.
- ★ With the engine running.
- ★ With a window or roof open.

What's not included in my cover?

We don't cover things like:

- ★ Mechanical or electrical failure.
- ★ Wear and tear.
- ★ Damage to tyres caused by braking, punctures, cuts or bursts.
- ★ Breakdowns.

We won't provide cover if the **insured vehicle** is being used with **your** permission:

- ★ By someone who's not insured on the **policy**.
- ★ By someone who's disqualified from driving.
- ★ For a purpose that's not allowed on the **policy** (as shown on **your certificate(s) of motor insurance**)

You can find full details of what's not covered by the **policy** in each cover section, and in 'Losses **we** don't cover' section.

Can I use my vehicle abroad?

You can find full details in 'Where **you** can drive' section.

Does Stella have approved repairers?

Stella customers have access to a national network of **approved repairers**. If the **insured vehicle** is repaired by one of these, they will deal with all aspects of **your** repair. If **you** choose to use a non-**approved repairer**, an additional £200 Accidental Damage **excess** will apply, in addition to the **excess** stated within **your policy** schedule.

What's the difference between commuting and business use?

Business use provides cover for driving in connection with a business or employment. **Your certificate(s) of motor insurance** will show if **your policy** includes business use and the type of business use **you** have.

Commuting is driving to and from a permanent place of work, for either part of the journey, or for the whole journey. This includes driving to and from a car park, railway station or bus stop as part of **your** journey to and from a permanent place of work.

Are my electric vehicles charging cables covered?

Your home charger and charging cables are considered an accessory to the **insured vehicle**. This means they are covered under 'Section 2: Fire and theft' or 'Section 3: Accidental damage' of **your policy**.

You are also covered for any accidents to others involving **your** charging cables when they are attached to the **insured vehicle**. For example, someone tripping over **your** cable, if **you** have taken due care to prevent such an accident. See 'Section 1: Liability'.

Is my electric vehicle battery covered?

The **insured vehicle** battery is covered if it's damaged because of an insured incident. This cover applies whether **your** battery is owned or leased.

What happens if we can't collect your payment

If **we** have been unable to collect the instalment payment(s) due under **your** credit agreement on the date(s) due, **we** will write to **you** in order to give **you** the opportunity to make the payment(s).

If any instalment amount remains unpaid by the date **we** set out in **our** letter, **we** will give **you** 7 days' notice that **we** will cancel **your policy**, and inform **you** in writing when this cancellation has taken place.

If **your** credit agreement is cancelled, the cancellation date may be different to the cancellation date of the insurance **policy**.

If there's a claim while you owe us money

If **you** have made a claim, or one has been made against **you** before the date that **we** cancel the **policy you** must pay to **us** (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid, and (2) the total remaining balance under the credit agreement.

Glossary

About the glossary

When **we** use these words or terms in the **policy**, they have these specific meanings (unless **we** say differently).

Liability for **automated vehicles** in Great Britain' in Section 1: Liability also includes additional words or terms that have specific meanings – **you** can find these at the start of the section.

Accessories

Parts or products specifically designed to be fitted to the **insured vehicle**, including **your** electric vehicle charging cables and the charger installed at **your** home. **We** may treat some **accessories** as **modifications**, so please tell **us** about any changes to the **insured vehicle**.

Approved repairer

A repairer in **our** network of contracted repairers who are approved by **us** to carry out repairs to the **insured vehicle** following a claim under this **policy**.

Approved windscreen supplier

A repairer approved and authorised to repair or replace the **insured vehicle** windscreen.

Automated vehicle

The **insured vehicle** where it is lawfully driving itself on roads or other public places in Great Britain. Please note that the **insured vehicle** must be identified on the Secretary of State's list of motor vehicles that may safely drive themselves. This identification may be by type, information recorded in a registration document or in some other way.

Insured vehicle insurance details

The schedule and statement of fact documents that:

- ★ Identify the **policyholder**.
- ★ Set out details of the cover chosen.
- ★ Record the information the **policyholder** has given **us**.

Vehicle keys

Physical key or device for smart access provided with the **insured vehicle** by a manufacturer that allows **you** to access and/or move the **insured vehicle**.

Certificate(s) of motor insurance

This document provides evidence that **you** have taken out the insurance **you** must have by law. It shows who can drive the **insured vehicle** and the purposes that it can be used for.

Excess

The amount that **you** may have to pay towards a claim. Details of the **excess** can be found in the **insured vehicle insurance details**.

Insured vehicle

The vehicle described in the **insured vehicle insurance details**. This includes the **insured vehicle accessories** and spare parts if they are:

- ★ On the **insured vehicle** or in it.
- ★ In **your** locked private garage.
- ★ Plugged into the **insured vehicle**.

Loss of any limb

A limb severed at or above the wrist or ankle, or the total and irrecoverable loss of use of a hand, arm, foot or leg.

Main driver

The person **you** declared was the main user of the **insured vehicle**, and who's shown as the **main driver** on the **insured vehicle insurance details**.

Market value

The cost of replacing the **insured vehicle** with another of the same make and model, and of a similar age and condition at the time of the accident or loss.

Modifications

Modifications are any changes to the **insured vehicle** standard specification, including optional extras. **Modifications** include changes to the appearance or the performance of the **insured vehicle**, including wheels, suspension, bodywork, engine, and additional software features (excluding those provided free as software updates by the manufacturer). This is not a complete list. **Modifications** include changes made to the **insured vehicle** by a previous owner.

NCD owner

The person who has earned the No Claim Discount (NCD) that is in use on this **policy**.

Partner

Either member of a married couple or of an established unmarried couple.

Period of Insurance

The length of time **you** have insurance cover under this **policy**. **You** can find this on **your certificate(s) of motor insurance** and **insured vehicle insurance details**.

Policy

The **policy** is made up of:

- ★ This booklet.
- ★ The **insured vehicle insurance details**.
- ★ **Your certificate(s) of motor insurance**.

Policyholder

The person named as the **policyholder** on the **insured vehicle insurance details**.

Road traffic act

- ★ The Acts, laws and regulations that cover driving or using vehicles in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, or
- ★ the compulsory motor insurance legislation in the country in which the accident occurs.

Territorial limits

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man.

Trailer

A **trailer** that has been specially built to be towed by a vehicle.

You/Your

The person or company named in the schedule and **certificate(s) of motor insurance** as the insured or **policyholder**.

Vandalism

Damage caused by a malicious and deliberate act.

We/Us/Our

Action 365 Ltd t/as Stella Services

Written off

When the **insured vehicle** is so badly damaged that:

- ★ It's no longer roadworthy or
- ★ The cost to fix it would be uneconomical, based on its **market value**.

In-vehicle electronic equipment

Entertainment, communication, navigation, and other electronic equipment permanently fitted to **your** vehicle or if removable and not permanently fitted can only function when connected to a vehicles electrical system.

Insurance intermediary

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

Making a claim

These steps will help **you** and enable **us** to process **your** claim quickly.

Here are some important numbers you will need if you have an accident.

Need to claim? Call **us** on **0345 528 0076**

Store these numbers in **your** phone so **you** have them available if needed. Even if **you** don't make a claim on the **insured vehicle**, it's important to let **us** know about the accident as quickly as possible. This will enable **us** to contact the other party and resolve the entire claim, giving **you** the best service and keeping the costs down.

How it works

To get the ball rolling, **we** will need to know things like:

- ★ **Your** personal details.
- ★ **Your policy** number.
- ★ The **insured vehicle** registration number.
- ★ A description of the loss or damage.
- ★ If **you** have been in an accident, the other driver's details.

Please have these handy when **you** get in touch.

Avoid increasing the amount claimed.

You must not do, or refrain from doing, anything that would increase the amount of the claim without **our** written permission. For example, admit liability for, or negotiate to settle, any claim.

Paying the excess

For some claims, **you** will need to pay an **excess**. **You** can find **your excess** on the **insured vehicle insurance details**. Each **driver** may have a different **excess**. If **you** are in an accident that **we** believe is not **your** fault, **we** will not charge **you** an **excess**.

However, there may be times **we** require **you** to pay the **excess** while **we** investigate the claim. If the claim is settled in **your** favour, **you** are entitled to claim a refund of **your excess** directly from the third-party insurer. If **you** have selected optional Motor Legal Protection this service may be able to support with the recovery of **your excess**.

Claim Conditions

- ★ **We** will not pay for further damage to the **insured vehicle** if **you** drive it or attempt to drive it in a damaged condition.
- ★ If **your** claim is due to theft, attempted theft, or **vandalism**, **you** must also notify the police and obtain a crime report number.
- ★ **We** have the right to remove or move the **insured vehicle** at any time. If the **insured vehicle** is damaged beyond economical repair, **we** will arrange for it to be stored safely at premises of **our** choosing.
- ★ If **we** ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this **policy**, **you** and anyone else driving the **insured vehicle** at the time of the accident must supply this documentation before **we** can proceed with the settlement.
- ★ Where an **excess** is payable, **we** will ask the **approved repairer** to collect this from **you** when the repair is finished. The repairer will also ask **you** to pay any VAT if **you** are registered for VAT.
- ★ **You** must not answer any writ, summons, letter, or other document from a Third Party relevant to **your** claim on this **policy**. Any indication of a claim against **you** must be notified to **us** in writing as soon as possible. Any writ or notification of civil or criminal proceedings should be sent to **us** by recorded delivery immediately.
- ★ **We** shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person covered by this insurance.
- ★ No admission of liability, payment or promise of payment shall be made or given by **you** or any person on **your** behalf. No proceedings may be commenced against, or settlement accepted from, any other party without **our** written consent.
- ★ **We** shall have absolute discretion in the conduct of any proceedings or in the settlement of any claim and **you** and anyone else driving the **insured vehicle** at the time of the accident must give **us** whatever co-operation, information and assistance is necessary.
- ★ If **you** make a claim for any loss, damage, liability or expense under **your policy** that is also covered by any other insurance, **we** will only pay **our** proportionate share of the claim.
- ★ **You** must tell **your insurance intermediary** about any other insurance **you** have in place that provides similar insurance cover as this **policy**.
- ★ If **you** fail to tell **us** or **you** delay telling **us** about an accident or incident that may lead to a claim and this increases **our** claim costs, **you** will become liable to pay the additional costs. It may also invalidate **your** right to claim.

How repairs and replacements work

This page explains how **we** will repair the **insured vehicle**. **We** will only do this if it makes financial sense for **us** to do so. For more details, see:

- ★ Section 2: Fire and theft
- ★ Section 3: Accidental damage
- ★ Section 4: Windscreen damage

Repairs to the insured vehicle

If **our approved repairer** carries out the repairs, **you** do not need an estimate, and **you** will benefit from **our** 5-year Guarantee. This means parts, materials and workmanship provided by **our approved repairer** are guaranteed for five years, unless **you** sell the **insured vehicle** or end **your** lease. The **insured vehicle** will not qualify for repair under **our** 5-year Guarantee if the cause is a lack of maintenance, wear and tear, or a subsequent incident.

Where **we** have agreed this with **you**, reasonable and necessary repairs can be carried out at a repairer of **your** choice. However, **you** must give **us** full details of the incident and **we** must approve the repairer's detailed assessment of the repairs before the work begins. **We** may then make the arrangements for the repairs ourselves.

Where the repairs are carried out at a repairer of **your** choice, those repairs will NOT be guaranteed by **us** even though **we** may pay for them directly. For the purposes of this **policy**, those repairs will not be treated as being carried out by **our approved repairer**. If **you** are unhappy with any aspect of the repairs, please let **us** know.

Leasing the insured vehicle or buying on hire purchase

If the **insured vehicle** can't be repaired and **you** are leasing it, **we** will pay any claims to the lease company, because they are the legal owners of the vehicle.

If the **insured vehicle** can't be repaired and **you** are buying it on hire purchase or a similar agreement, **we** will pay any claims to the legal owner. **We** will only pay any remaining balance to **you** if **you** have the option to become the full owner at the end of the agreement.

Windscreen repairs

If **you** arrange windscreen repairs or replacement with someone who isn't an **approved windscreen supplier**, **you** don't need to get **our** approval beforehand. However, **we** will only cover a limited amount – see 'Section 4: Windscreen damage'.

The **excess** amounts for windscreen repairs and replacement are shown on the **insured vehicle insurance details**.



Replacing parts in the insured vehicle

We may decide to repair the **insured vehicle** with parts that haven't been made by the **insured vehicle** manufacturer, but that are of a similar standard. This can include recycled parts. If any part or accessory is not available, the most **we** will pay for that part will be the cost shown in the manufacturer's last UK price list (plus reasonable fitting costs).

Removing, delivering, and storing the insured vehicle

If **we** are dealing with **your** claim under sections 2 or 3 of **your policy** and the **insured vehicle** can't be driven, **we** will cover reasonable costs to take it to the nearest suitable repairer. **We** will refund the reasonable cost of **you** and **your** passengers getting home to **your** original destination or to a safe place.

We will also cover the reasonable cost of delivering the **insured vehicle** to **you** (at the address shown on the **insured vehicle insurance details**) after it's repaired.

If **we** need to put the **insured vehicle** into safe storage at any time, **we** will cover the reasonable cost of storage. If **you** choose to use **your** own repairer, **we** will not be able to arrange vehicle return but will reimburse reasonable costs.

If the insured vehicle is written off

If the **insured vehicle** is **written off** **we** will allow 14 days from settlement of claim in which to place a new vehicle on cover. If a new vehicle is not placed on cover, **we** will have met **our** responsibilities to **you** under the **policy**.

We will not refund any of **your** premium if **you** pay annually. If **you** pay by instalments under a credit agreement **you** must pay to **us** (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid, and (2) the total remaining balance under the credit agreement. Alternatively, **we** may write to **you** asking **you** for the full payment.

Once **we** settle **your** claim, the **insured vehicle** will become **our** property and **you** must send **us** the registration document. All cover will then end unless **we** agree differently.

Consumer Insurance (Disclosure and Representations) Act 2012

You are required by the provisions of the above Act to take care to supply accurate and complete answers to all the questions **you** were asked at the time of insuring with **us**. It is important that **you** check **your** records for the information **you** have provided and notify **us** immediately of any changes or inaccuracies in these details. Failure to provide accurate and complete information to the best of **your** knowledge may result in increased premiums and/or claims not being paid in full, or **your** insurance may not be valid and claims will not be paid.

You are required to update **us** immediately with any permanent or temporary changes to the information **you** provided at the time **you** asked **us** to insure **you**. If **you** do not tell **us** about these changes or inaccuracies, this may result in refusal of a claim, or **your policy** being cancelled and may affect **your** ability to gain insurance from other insurers. The changes **you** are required to notify **us** of, include, but are not limited to, these situations and apply equally to all drivers covered under the **policy**:

- ★ A change of vehicle, vehicle registration, or **you** purchase another vehicle to which **you** want cover to apply.
- ★ **You** wish a new driver to be covered, or there is a change in the **main driver** of the **insured vehicle**.
- ★ If **your** driving licence number changes or if any driver insured under this **policy** passes their test or has their driving licence revoked, either temporarily or permanently.
- ★ Someone who drives the **insured vehicle** received a motoring or a fixed penalty notice, disqualification or has a pending prosecution or has a claim on another **policy**.
- ★ Someone who drives the **insured vehicle** received a non-motoring conviction that are not considered spent. A spent conviction is one that, under the terms of the appropriate Rehabilitation of Offenders legislation, can be effectively ignored after a specified amount of time.
- ★ Someone who drives the **insured vehicle** has a prosecution pending for a non-motoring offence.
- ★ Someone who drives the **insured vehicle** suffers from a medical or physical condition or disability that **you** or any insured drivers need to tell the DVLA/DVANI about, including any **you** haven't told them about yet.
- ★ A change of occupation (full or part-time) by **you** or any other driver.
- ★ Any changes to how the **insured vehicle** is used, for example if **you** change from social, domestic and pleasure use to business use.
- ★ **You** change **your** address or the address where the **insured vehicle** is normally kept.
- ★ Any changes to **your** contact details for example **your** correspondence, e mail or postal address.
- ★ if **you** have sold the **insured vehicle**.
- ★ a change of ownership of the **insured vehicle**.
- ★ if the **insured vehicle** is likely to exceed the annual mileage declared at the commencement of the **policy**.
- ★ Any accidents, incidents, or thefts, including if **you** or any driver of the **insured vehicle** are involved in an accident or incident with another party, no matter how trivial, regardless of blame and whether or not resulting in a claim.
- ★ Any **modifications** to the **insured vehicle**.

This is not a full list and if **you** are in any doubt, **you** should advise **your insurance intermediary** for **your** own protection. If **you** do not tell **us** about the changes, **your** insurance may not cover **you** fully or at all, and this applies in the same way at renewal.

When **you** inform **us** of a change, **we** will tell **you** if this affects **your policy**, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your policy**.

If **you** change the **insured vehicle insurance details** and there's an extra premium to pay, **you** can pay this at the time of the change, or add it to **your** monthly payments.

How we will deal with claims to comply with the Consumer Insurance (Disclosure and Representations) Act 2012

Claims where **you** have not disclosed, or **you** have misrepresented but **we** deem this was careless and not deliberate or reckless:

- ★ Where additional terms would have been imposed by **us** (other than terms relating to premium), **we** will consider the insurance contract on the basis that those different terms had applied from the date of the breach of duty.
- ★ Where **we** would not have entered into the insurance contract at all **we** can treat the insurance as void (as if it had never existed) or terminate it from the date that the misrepresentation was made and refuse to pay all claims.
- ★ **We** will return the premium **you** have paid to **us** unless there is another reason why **we** should retain it. See Cancellation Section of **your policy**.
- ★ If **we** would have charged **you** a higher premium for providing **your** cover, **we** will have the option to charge **you** the appropriate additional premium to be paid in full.

Claims where we deem the misrepresentation or non-disclosure to be deliberate or reckless:

- ★ **We** will have the option to treat the insurance as void (as if it had never existed) or terminate it from the date that the misrepresentation was made and refuse to pay all claims.
- ★ **We** can retain the full premium even if **you** have not paid **us** the premium in full, **we** shall be entitled to collect it from **you**.

How we deal with misrepresentation where there is no current claim

Where **we** become aware of any misrepresentation and there is no current claim, **we** will have the option to do the following:

- ★ Where additional terms would have been imposed by **us** (other than terms related to premium), **we** will consider the insurance contract on the basis that those different terms had applied from the date of the breach of duty.
- ★ Where **we** would not have entered into the insurance contract at all **we** can treat the insurance as void (as if it had never existed) or terminate it from the date that the misrepresentation was made.
- ★ If **we** deem the misrepresentation to be careless, **we** will return the premium **you** have paid to **us** unless there is another reason why **we** should retain it. See Cancellation Section of **your policy**.
- ★ If **we** deem the misrepresentation to be deliberate or reckless, **we** can retain the full premium and even if **you** have not paid **us** the premium in full, **we** shall be entitled to collect it from **you**.
- ★ If **we** would have charged **you** a higher premium for providing **your** cover, **we** will have the option to charge **you** the appropriate additional premium to be paid in full.

What your cover includes

We will provide cover up to the amounts shown below, depending on the type of claim and the level of cover. Please see under each section for further details and any restrictions. If the section of **your policy you** are looking to claim under includes an **excess**, we will pay **you** up to the amount shown in the table after **your excess** has been deducted.

Section 1: Liability	
Injuries to other people	Unlimited
Property Damage	£20,000,000 per accident (includes all costs and expenses)

Section 2: Fire and Theft	
Fire damage to the insured vehicle	Up to market value
Theft or attempted theft of the insured vehicle	Up to market value
Child car seat replacement	Unlimited
In-vehicle electronic equipment fitted in the insured vehicle when it was made	Unlimited
In-vehicle electronic equipment fitted in the insured vehicle after it was made	£1,000
Removable in-vehicle electronic equipment	£1,000
Theft of vehicle keys	£1,000

Section 3: Accidental Damage

Accidental damage to the insured vehicle	Up to market value
Child car seat replacement	Unlimited
In-vehicle electronic equipment fitted in the insured vehicle when it was made	Unlimited
In-vehicle electronic equipment fitted in the insured vehicle after it was made	£1,000
Removable in-vehicle electronic equipment	£1,000
Misfuelling	Up to market value
Lost vehicle keys	£1,000

Section 4; Windscreen Damage

If you use an approved windscreen supplier	Up to market value
If you choose a different supplier for repairs	£40
If you choose a different supplier for replacement	£125

Section 5; Personal Benefits

New vehicle replacement	Up to market value
Personal belongings	£500
Personal accident	£10,000 in total per period of insurance for you and your partner
Medical expenses	£400 per person
Hotel expenses	£300 in total for all people in the insured vehicle
Uninsured Driver Promise	Included
Vandalism Promise	Included
Onward Travel	£300 to a destination of your choice in the UK

Section 6: Protected No Claims Discount

Protected No Claims Discount (NCD)	Optional – Check the insured vehicle insurance details
Maximum number of claims	1 fault claim in 1 year

Section 1: Liability

Liability to other people (third parties)

We will cover **you** if **you** are found to be legally responsible for an accident.

What we will do

We will provide cover:

If **you** cause an accident

We will provide cover if **you** are found to be legally responsible to other people for an accident involving the **insured vehicle** that:

- ★ injures or kills someone, and/or
- ★ damages someone else's property.

This includes accidents caused by:

- ★ A **trailer** or vehicle **you** are towing.
- ★ Any electric charging cables when attached to the **insured vehicle** as long as **you** have taken due care to prevent such an accident.

We will provide cover up to the amounts shown in 'What **your** cover includes' section

Driving other vehicles is not included.

This **policy** only covers the vehicle shown on **your policy** schedule and **certificate(s) of motor insurance**, or any courtesy vehicle provided to **you** by **our approved repairer** in the event of a claim. Driving any other vehicle under this **policy** is not covered.

If someone needs emergency medical treatment

We will cover emergency medical treatment if it's **our** responsibility under the **Road traffic act**.

If **you** claim for emergency medical treatment only, the **NCD owner** won't lose the No Claim Discount on this **policy**.

If you have to go to court

If there's an accident covered by this **policy**, **we** may pay reasonable legal costs or expenses to defend or represent **you** or any driver covered by this **policy**:

- ★ At a coroner's inquest or fatal accident inquiry.
- ★ In criminal proceedings to do with the accident.

It's up to **us** whether **we** do this. If **we** do, **we** must agree to all legal costs or expenses beforehand in writing. If **we** agree to pay these legal costs or expenses, **we** will tell **you** how much **we** are willing to cover.

If **you** are deemed at fault for an incident and the other party have solicitors involved, **we** may need to pay the claimant's costs as part of the claim.

Cover for other people

We will also cover any of the following people for their liability to others:

- ★ Anyone insured by this **policy** to drive the **insured vehicle**, if they have the **policyholder's** permission.
- ★ Anyone that the **policyholder** allows to use, but not drive, the **insured vehicle**.
- ★ Anyone getting into or out of the **insured vehicle**.
- ★ The legal representative of anyone covered if that person dies.
- ★ The employer or business partner of anyone covered while the **insured vehicle** is being used for business purposes if **your certificate(s) of motor insurance** includes business use.

Payments made outside the terms of the policy

If **we** have to make a payment that isn't covered by this **policy** because **we** are required to do so under any country's laws, **we** may ask **you** (or the person who is legally responsible) to pay **us** back any payment made that isn't covered by this **policy**. This includes any amount that **we** have to pay because **you** don't provide accurate and complete information.

You are not covered for

Liability

 We won't cover any liability for loss, damage or injury that's:

- ★ Covered by another insurance policy.
- ★ The result of grinding, cutting, welding or soldering operations, or using blow lamps or torches on or in the **insured vehicle**.
- ★ Due to an act of terrorism as defined by the terrorism legislation applicable where the incident took place.

Legal costs

 We won't cover any legal costs or expenses for:

- ★ Speeding offences.
- ★ Driving under the influence of alcohol or drugs.
- ★ Parking offences.

 Other exclusions

We don't cover:

- ★ Damage caused by any driver insured on this **policy** to any property they own or are responsible for, subject to the terms of Domestic Violence protection listed in Section 5 Personal Benefits.
- ★ Liability for loss of, or accidental damage to any **trailer** or vehicle **you** are towing.
- ★ Death of, or injury to anyone working with or employed by the driver of the **insured vehicle** (except as set out in the **Road traffic act**).

Liability for automated vehicles in Great Britain

We will provide cover for accidents caused by **your automated vehicle** when it is lawfully driving itself on a road or other public place in Great Britain.

Does this cover apply to my vehicle?

The cover in this sub-section will only apply to the **insured vehicle** if it has been identified on the Secretary of State's list of motor vehicles that may safely drive themselves.

If the **insured vehicle** isn't identified on the list, the cover in this section won't apply to **your policy**.

Words with a specific meaning

When **we** use these words or terms in this sub-section they have these specific meanings (unless we say differently).

Insured person, the **policyholder** and anyone else insured by this **policy** to drive **your automated vehicle** with **your** permission.

Where am I covered?

We will only provide the cover in this sub-section in Great Britain, which is:

- ★ England.
- ★ Scotland.
- ★ Wales.

This is because this sub-section has been written to comply with the laws of Great Britain. If **your automated vehicle** is involved in an accident when it is lawfully driving itself outside Great Britain (including when it is lawfully driving itself in Northern Ireland, the Channel Islands or the Isle of Man), the rest of **your policy** will apply.

What we will do

We will provide cover:

If the insured vehicle causes an accident

We will provide cover for an accident caused by **your automated vehicle** when it is lawfully driving itself on a road or other public place in Great Britain and:

- ★ injures or kills any person (including the person in charge of **your automated vehicle**), and/or damages property.

As long as you look after the insured vehicle software.

You must keep the software of **your automated vehicle** up to date and **you** must not modify it other than in accordance with any manufacturer's instruction.

You are not covered under this sub-section for

 We won't cover any loss, damage or injury:

- ★ That takes place outside of Great Britain.
- ★ Caused by **your automated vehicle** driving itself at any time or place that the use of automated functions is unlawful.
- ★ To the extent that an accident was caused or contributed to by any party suffering loss, damage or injury.
- ★ To an **insured person** if the accident is caused by a failure to install safety critical updates to **your automated vehicle** or its software has been altered without the approval of the manufacturer. **We** may also require an **insured person** to repay **us** any amounts that **we** are required by law to pay.
- ★ To the person in charge of **your automated vehicle** where the accident was wholly due to that person's negligence in allowing **your automated vehicle** to begin driving itself when it was not appropriate to do so.
- ★ To property which an **insured person** owns or is responsible for.
- ★ That's covered by another insurance **policy**.
- ★ That's due to an act of terrorism as defined by the terrorism legislation applicable where the incident took place.
- ★ To **your automated vehicle** or **trailer**.
- ★ To goods carried for hire or reward.

 We won't cover legal costs or expenses.

NOTE: You may be covered for some of these exclusions under other sections of **your policy** – please check **your policy** carefully. If **you** have any questions, please get in touch.

Section 2: Fire and theft

Fire and Theft

We will put things right if the **insured vehicle** is stolen, damaged by an attempted theft, or damaged by fire.

What we will do

If the **insured vehicle** is:

- ★ Stolen.
- ★ Damaged as a result of theft or attempted theft.
- ★ Damaged by fire, lightning, or an explosion.

We can choose to

- ★ Repair – **we** will repair the damage ourselves, or pay to repair it.
- ★ Replace – **we** will replace whatever is lost or damaged if that's more cost-effective than repairing.
- ★ Repay – **we** will settle **your** claim by sending a payment.

If any of these things happen, we will also cover:

- ★ Child car seats If **you** have a child car seat fitted to the **insured vehicle** and the **insured vehicle** is damaged by fire or theft, or stolen and not recovered, **we** will arrange to cover **you** for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage. **You** may be required to provide proof of ownership as part of the claim.

In-vehicle electronic equipment:

For any damaged or stolen **in-vehicle electronic equipment**, **we** will:

- ★ Reimburse reasonable costs for any item that was permanently fitted in the **insured vehicle** when it was made.
- ★ Reimburse **you** up to the **policy** limit for any item that was permanently fitted in the **insured vehicle** after it was made as long as **we** haven't sent a payment to cover replacing the **insured vehicle**.
- ★ Replace removable **in-vehicle electronic equipment** up to the **policy** limit.

How much am I covered for?

We will provide cover up to the amounts shown in 'What **your** cover includes' section.



You are not covered for

- ★ If the **insured vehicle** isn't kept secure.
- ★ loss or damage to the **insured vehicle** if the person using it doesn't take care to keep the vehicle secure. For example, if anyone who uses the **insured vehicle** left the **vehicle keys** unattended in or on the vehicle or left the **insured vehicle** unattended and unlocked. This includes leaving windows, roof panels or hoods open or unlocked.



We won't cover loss or damage to the **insured vehicle** if someone takes it by fraud or deception while pretending to be a buyer or someone pretending to act on behalf of a buyer.



We won't cover any loss or damage to property if anyone who uses the **insured vehicle**:

- ★ Left the vehicle unlocked.
- ★ Left any removable **in-vehicle electronic equipment** inside a locked vehicle where it could be seen.
- ★ Left any property in an open or accessible part of the vehicle outside of a locked boot or locked glove compartment.



We won't cover loss or damage caused by theft or attempted theft of the **insured vehicle** if any security device fitted to the **insured vehicle** by the manufacturer is not operational when the **insured vehicle** is left unattended.

Using tracking devices

X We won't cover any loss or damage if **we** required a tracking device to be installed on the **insured vehicle** and:

- ★ It hasn't been fitted.
- ★ The **policyholder, main driver**, or anyone else named on the **policy** is aware that it's not working.
- ★ The device is not connected to a network because a subscription or service is not active.
- ★ The driver recognition device for any tracking device is left unattended in or on the **insured vehicle**.

If **we** need **you** to use a tracking device, **you** can see this under 'Endorsements' in the **insured vehicle insurance details**.

Section 3: Accidental Damage

Damage to the insured vehicle

We will put things right if the **insured vehicle** is damaged.

What we will do

If the **insured vehicle** is accidentally damaged, **we** can choose to either:

- ★ Repair – **we** will repair the damage ourselves or pay to repair it.
- ★ Replace – **we** will replace whatever is lost or damaged if that's more cost-effective.
- ★ Repay – **we** will settle **your** claim by sending a payment.

'How it works' section tells **you** how **we** manage repairs and replacements.

If the insured vehicle is damaged we will also cover

Child car seats. If **you** have a child car seat fitted to the **insured vehicle** and the **insured vehicle** is involved in an accident, **we** will cover **you** for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage. **You** may be required to provide proof of ownership as part of the claim.

In-vehicle electronic equipment

For any damaged or stolen **in-vehicle electronic equipment**, **we** will:

- ★ Reimburse reasonable costs for any item that was permanently fitted in the **insured vehicle** when it was made.
- ★ Reimburse **you** up to the **policy** limit for any item that was permanently fitted in the **insured vehicle** after it was made as long as **we** haven't sent a payment to cover replacing the **insured vehicle**.
- ★ Replace removable **in-vehicle electronic equipment** up to the **policy** limit.

How much am I covered for?

We will provide cover up to the amounts shown in 'What **your** cover includes' section.

Misfuelling (using the wrong fuel) - **We** won't cover the cost replacing the fuel if the wrong fuel is put in the **insured vehicle**. But **we** do cover any damage this causes if it is proven the damage is a direct result of accidental misfuelling.

Vehicle security

We will provide cover to reprogram immobilisers, infrared handsets, and alarms.

You will need to replace the **insured vehicle keys** and send the receipts to **us**. **We** will then reimburse the costs up to the amounts shown in the 'what **your** cover includes' section.

Damaged, lost, or stolen vehicle keys

We can choose to either repair or replace **your** damaged, lost or stolen **vehicle keys** and the locks they fit, including any locksmith charges. **You** must take all reasonable steps to protect the **insured vehicle keys** from loss, theft, or damage. If the **insured vehicle keys** are stolen, **you** will need to pay the theft **excess**. **You** will need to report this theft to the police and provide **us** with the crime reference number.

If the **insured vehicle keys** are lost or damaged, **you** will need to pay the accidental damage **excess**.

You are not covered for



There's no cover if anyone in **your** family or anyone living or staying at **your** home address takes the **insured vehicle keys** without **your** permission, unless **you** have reported it to the police and have a crime reference number.



We don't cover any reduction in the **insured vehicle market value** because of lost or stolen keys.



We don't cover losses that aren't directly due to the **insured vehicle keys** being damaged, lost or stolen. For example, **we** don't cover loss of use or earnings.

Courtesy vehicle

If a valid claim is made under this **policy**, and the **insured vehicle** is to be repaired by one of **our approved repairers**, the **approved repairer** will provide **you** with a courtesy vehicle (subject to availability) for the duration of the repairs.

Please note the duration of repairs will be deemed complete, and therefore cover under this section will cease, once the satisfaction note has been signed for release of the **insured vehicle**, unless **we** agree otherwise in writing. If the parts required to repair the **insured vehicle** are not immediately available to **our approved repairer**, **we** reserve the right to withhold the provision of a courtesy vehicle until such time as the necessary parts are available and repair work can proceed.

If the **insured vehicle** is accepted by **our approved repairer** as being a repairable proposition but is subsequently deemed by **us** to be beyond economical repair, **we** reserve the right to withdraw the courtesy vehicle immediately.

The courtesy vehicle can only be provided subject to availability and will be supplied subject to **our approved repairers** standard terms and conditions, for use in the United Kingdom only.

Our aim is to keep **you** mobile rather than the courtesy vehicle being a replacement for the **insured vehicle** in terms of status and performance. The courtesy vehicle will be a small manual hatchback of less than 1200 cc.

While **you** are in possession of the courtesy vehicle, cover for loss or damage to the courtesy vehicle will be provided by this **policy** unless cover is provided by the **approved repairer's** own insurance.

This courtesy vehicle cover is provided in accordance with the respective **policy** terms, conditions, and endorsements, including any **excess** for which **you** are responsible. **We** will not make a charge for this cover. Any accidents or losses while **you** are in possession of the courtesy vehicle must be reported to the claims administrator immediately. Driving of the courtesy vehicle will be limited solely to those persons shown as entitled to drive on **your certificate(s) of motor insurance** and who are not excluded from driving. The use of the courtesy vehicle will be restricted to the use described on **your certificate(s) of motor insurance**.

You must return the courtesy vehicle to the **approved repairer** either when **we** or the **approved repairer** ask **you** to do so or if this **policy** is cancelled or does not renew.

Section 4: Windscreen damage

We will help put things right if the glass in the **insured vehicle** is damaged.

What we will do

We will:

- ★ Replace or repair broken glass in the windscreen or windows of the **insured vehicle**.
- ★ Repair any scratching to the bodywork caused by the broken glass, so long as there wasn't any other loss or damage resulting from the same incident.
- ★ If the **insured vehicle** has a folding roof, **we** will replace the roof and rear windscreen assembly together, if this is more cost-effective than replacing the glass alone.

How much am I covered for?

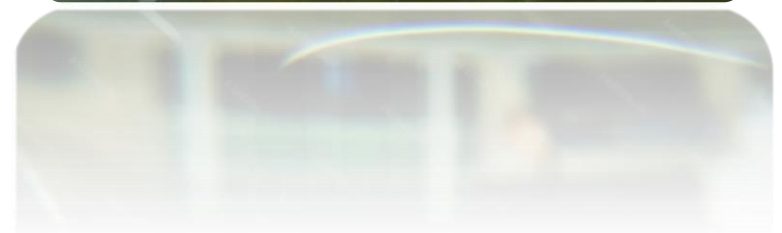
If **you** use an **approved windscreen supplier** for repairs or replacement, **we** will pay up to the **market value**.

- ★ If **you** choose a different supplier for repairs, **we** will pay up to £40 after the deduction of **policy** windscreen **excess**.
- ★ If **you** choose a different supplier for replacement, **we** will pay up to £125 after the deduction of **policy** windscreen **excess**.

✗ You are not covered for

- ★ Any other losses covered under another this section of this **policy** for the same incident.
- ★ Repair or replacement of any windscreen or window not made of glass.
- ★ Repair or replacement to a sunroof, panoramic roof, lights/reflectors even if they are made of glass.

Cover for these items will be provided under Section 3 of this **policy**. If **your** claim is only for windscreen damage, **you** won't lose the No Claim Discount on this **policy**.



Section 5: Personal benefits

The additional cover **you** have as part of the **insured vehicle** insurance.

New vehicle replacement

If the **insured vehicle** is stolen and not recovered, or **written off**, **we** will replace it with one of the same make and model.

When you will get this cover

We will provide this cover so long as:

- ★ **You** are the first and only registered keeper.
- ★ The **insured vehicle** is less than 1 year old when it's stolen or damaged.
- ★ Subject to availability.
- ★ There is an option for the ownership to pass to **you** under the terms and conditions of any finance agreement.

What we will do

We will replace the **insured vehicle** with one of the same make and model if it has:

- ★ Been reported as stolen to the police and has not been found.
- ★ Suffered damage covered by this **policy**, and the cost of repairing it is more than 60% of the last UK list price (including taxes).

We can only do this if a replacement vehicle is available in the UK, and so long as anyone else with an insurable interest in the **insured vehicle** agrees.

If a suitable replacement vehicle is not available, or the **insured vehicle** was not supplied as new in the UK, **we** will pay **you** up to the **market value** of the **insured vehicle** at the time of the original purchase date.

We will take any **excess** off the amount **we** pay **you**. If **we** settle a claim this way, the lost or damaged vehicle becomes **our** property, and **you** will need to send **us** the registration document.

Hotel expenses

If **you** cannot drive the **insured vehicle** after an accident or loss that's covered under sections 2 or 3 of this **policy**, **we** will cover reasonable costs up to the amounts shown in 'What **your** cover includes' section.

The limit is the total **we** will pay for everyone in the **insured vehicle**.

Medical Expenses

We will pay for medical expenses for each person who suffers any injury arising from an accident while the person is in the **insured vehicle**. **We** will cover up to the amount shown in 'What **your** cover includes' section.

Personal accident

We will help if **you** or **your partner** are accidentally injured or killed in a vehicle accident involving the **insured vehicle**.

What we will do

If **you** or **your partner** are accidentally injured while travelling in or getting in or out of the **insured vehicle**, **we** will pay **you** or **your** legal representatives up to the amounts shown in 'What **your** cover includes' section.

We will do this if the injury from this incident causes any of the following within three calendar months:

- ★ Death.
- ★ Total irrecoverable loss of sight in one or both eyes.
- ★ **Loss of any limb.**

How much am I covered for?

We will cover up to the amounts shown in 'What **your** cover includes' section.

If there's a claim for both **you** and **your partner**, these amounts are the maximum **we** will cover in total for both people.

We will only pay out once in any **period of insurance**.

You are not covered for



Any injury or death caused by suicide or attempted suicide.














Anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident.

Personal belongings

We will pay for personal belongings if they're lost or damaged by fire, theft, attempted theft, or accident while they're in or on the **insured vehicle**. **We** will cover up to the amounts shown in 'What **your** cover includes'.

If **you** ask **us** to pay someone else, **we** will have no further responsibility to **you** once **we** have done this.

You are not covered for;

-  Money.
-  Credit or debit cards.
-  Stamps.
-  Tickets.
-  Vouchers.
-  Documents.
-  Mobile Phones or Tablets
-  Personal Computers/Laptops/Consoles/Hand-held Consoles
-  Securities (such as share or Premium Bond certificate.
-  Goods or samples for a trade or business.
-  Any property that's insured under any other **policy**.

Uninsured Driver Promise

If **you** claim for an accident that isn't **your** fault, and the driver of the vehicle that hits the **insured vehicle** is uninsured, the No Claim Discount on this **policy** will not be affected and **you** will not need to pay an **excess**.

What we need from you

If this happens, **you** will need to give **us**:

- ★ The registration number, make and model of the vehicle that hit **you**.
- ★ The driver's details, if possible.
- ★ The names and addresses of any independent witnesses, if available.

While we are looking into your claim

While **we** are looking into **your** claim, **you** may have to pay **your excess**. Also, if **you** renew during this time, **you** may temporarily lose the No Claim Discount on this **policy**. Once **we** confirm that the accident was the fault of the uninsured driver, **we** will repay **your excess**, restore the No Claim Discount on this **policy**, and refund any additional premium **you** may have had to pay due to the temporary loss of **your** No Claim Discount.

Vandalism Promise

If **you** claim for damage to the **insured vehicle** that's a result of **vandalism**, this won't affect the No Claim Discount on this **policy**.

What happens if you claim

If **you** claim, **you** will need to:

- ★ Pay the **excess** that applies to accidental damage claims when the **insured vehicle** is unattended.
- ★ Report the **vandalism** to the police. To do this, call 101 (unless it's an emergency).
- ★ Get a crime reference number from the police and give it to **us**.

Until **we** have the crime reference number, **you** may temporarily lose the No Claim Discount on this **policy**.

You are not covered for

-  Our **Vandalism** Promise doesn't cover damage caused by another vehicle.

Domestic Violence Protection

Domestic violence protection means that **we** will not apply an **excess** to a claim under this **policy** if the claim is for damage arising from a deliberate act by a current or former **partner** of **yours** or a named driver on this **policy** and;

- ★ the incident has been reported to the police; and
- ★ a crime reference number can be provided.

If the person who caused the damage is a named driver on this **policy**, then **we** reserve the right to remove them from the cover.

Onward travel

If the **insured vehicle** can't be driven because of loss or damage covered under this **policy** and requires immediate recovery in the UK, **we** will reimburse the reasonable cost (up to the amount shown in "What **your** cover includes" section) of a taxi or by other means of public transport to take **you** and **your** passengers to one destination of **your** choice in the UK, if a valid receipt is provided.

You are not covered for

- ✗ Any other mode of transport to take **you** to the destination of **your** choice.



Section 6: Protected No Claim Discount

About Protected No Claim Discount

The **NCD owner** will keep their No Claim Discount (NCD) if **you** make a claim unless **you** make more than 1 claim in 1 year.

Protected NCD doesn't guarantee **your** premium – this may still increase if a claim is made.

This is an optional extra. Check the insured vehicle insurance details to see if you are covered.

How it works

Once the **NCD owner** has a minimum of four years' worth of NCD, **you** may be able to protect it by paying an additional premium. **We** will let **you** know when **you** are able to do this.

Protected NCD means that **you** can make up to 1 claim in 1 years of insurance and this won't affect the NCD on this **policy**.

For more information, please see the included table below:

Protected No Claims Discount (NCD) at start of period of insurance	1 Claim	2 Claims	3 Claims	4 Claims +
4 Years	4 Years	2 Years	Nil	Nil
5 Years +	5 Years +	3 Years	1 Years	Nil

Section 7: Telematics Supplementary Terms & Conditions

What you are agreeing to do

By purchasing this **policy**, **you** are agreeing to the following **policy** requirements.

Within 7 days of buying the **policy** or changing the **insured vehicle** on this **policy** you must:

- ★ Install and activate a **Telematics Unit**.
- ★ Agree to complete the consent agreement using **your** infotainment system where **your** vehicle can provide **us** with data directly and **you** are asked to do so.
- ★ Agree to provide data directly from **your** vehicle, where **your** vehicle manufacturer provides the data, **you** consent to them providing such data to **us** for the duration of **your policy**.
- ★ Have an active and always working **Telematics Unit** in the **insured vehicle** during the **policy** term.
- ★ Agree to the collection and use of **your Telematics Data** by **us**.

Any appointed agents and/or service partners will process **your** information in accordance with **our** respective responsibilities under the General Data Protection Regulation and any applicable UK Legislation.

Insurance premiums may be adjusted, or a **policy** cancelled, based on actual vehicle usage and location data.

Terms and Conditions

Telematics Unit

The **Telematics Unit** will be supplied by **your insurance intermediary** and is leased to **you** for the duration of **your policy**.

It is **your** responsibility to ensure that any party who has an interest in the ownership of the **insured vehicle** (such as **your partner** or hire purchase company) has agreed that the **Telematics Unit** can be installed and activated or that **we** will be collecting vehicle data directly from the vehicle manufacturer. **You** must notify any authorised person that drives the **insured vehicle** that the **Telematics Unit** has been installed and that their journey will be monitored, and data collected. If for any reason the available **Telematics Unit** is incompatible with the **insured vehicle**, **we** will cancel **your policy** with 7 days' notice in writing. If **you** change **your** vehicle, and a new **Telematics Unit** is dispatched to **you** for the new vehicle, **you** must install and activate **your Telematics Unit** within 7 days of purchasing the new vehicle.

What to do with your old Telematics Unit:

You may be asked to return the **Telematics Unit** to **your insurance intermediary** if;

- ★ **you** change **your** vehicle
- ★ **you** cancel **your policy** during the **policy** term, or **you** do not renew.

Charges may apply for failure to return the **telematics unit**.

Important

You must activate and install the **Telematics Unit** in the **insured vehicle** within 7 days of purchasing the **policy** and ensure it remains active during the policy term. **Your** driving score will be communicated to **you** via **your** app and by email. It is **your** responsibility to ensure **you** have downloaded and activated **your** Stella Telematics app and that **we** hold the correct email address for **you**. **Your** driving behaviour score will be displayed after a minimum of 4 driving days and 40 miles and **your** policy could be cancelled from 7 driving days if **your** driving score is less than 50. If **you** fail to comply with either of the above terms, **we** will treat this as a cancellation request and cancel **your** policy with 7 days' notice, in writing.

If the **insured vehicle** can provide data without the need for **you** to install a telematics device, **we** will notify **you** by email. **Your** vehicle may request that **you** confirm **you** have consented to supplying **your** data to **us**. Consent must be provided using **your** in-vehicle infotainment system within 7 days of buying the **policy**. **We** will confirm via email where this is required.

Telematics Data

Once **your Telematics Unit** is installed and activated in the **insured vehicle**, **you** and any named drivers on **your policy** can continue to drive as **you** normally would. The **Telematics Unit** sends **us** regular information, "**Telematics Data**", that allows **us** to understand how the **insured vehicle** is being driven, the distance it is travelling, when it is being driven and where it is parked.

The **telematics unit** will collect basic personal details collected from the **Telematics Unit** including time, location and driving, including latitude, longitude, speed, duration, distance and acceleration and event data such as accident detection, unit tampering or activation and deactivation events.

The data is collected while:

- ★ **Your** vehicle is being used, or when an event happens and is transmitted to **us, your insurance intermediary**, and the claims handlers for this **policy**.

It's combined with other basic personal data, such as name, address and vehicle registration to create 'Telematics Data'.

How Telematics Data is used?

We and **your insurance intermediary** will use this information to:

- ★ Review whether **your** mileage reflects what's stated on **your policy**. If not, it may need to be adjusted, up or down, to reflect the mileage **you** have driven. This may result in an adjustment of premium or cancellation of the **policy** if the mileage adjustment is not acceptable on the **policy**. **You** will be given 7 days' notice of any adjustment or cancellation.
- ★ Review the location of the **insured vehicle** and check that it's an accurate reflection of where the vehicle is being parked. This may result in the adjustment of premium or cancellation of the **policy**; **you** will be given 7 days' notice of any adjustment or cancellation.
- ★ Review the usage of the **insured vehicle** including average daily trips and location data. This may lead **your insurance intermediary** to contact **you** and validate **your policy** details. This may result in the adjustment of premium or cancellation of the **policy**; **you** will be given 7 days' notice of any adjustment or cancellation.
- ★ Identify if **we** think **you** have had an accident and if so, the claims handlers for this **policy** will contact **you** to offer claims assistance. **We** will only discuss such matters with the **policyholder** or named drivers, so please provide **your insurance intermediary** with correct mobile contact number(s) when **you** set up the **policy**. This service is not guaranteed, so please ensure **you** contact emergency services and **our** claims handler in the event of an accident.
- ★ Validate the circumstances of the claim with the claim handler and ensure the **insured vehicle** was being driven in accordance with **your policy** terms and conditions.
- ★ Interpret how safely the **insured vehicle** is being driven and turn this into a driving behaviour score and extreme event notifications.

What do we do with driving behaviour score and extreme event notifications?

These may be used to;

- ★ provide tips via **your** Stella telematics app and via email on how to improve **your** driving and provide warnings if **your** driving behaviour is within the **policy** cancellation zone.
- ★ Influence **your** premium at renewal, or issue 7-day cancellation notifications for excessive speeding events or where **your** overall driving behaviour score is below 50.

Factors **we** use to interpret how safely the **insured vehicle** is being driven include;

- ★ Speeding – If **you** frequently drive above the speed limit this will increase the likelihood of having an accident. Driving at a speed appropriate for the road and conditions is the safest approach but must be within the stated speed limit.
- ★ Excessive speeding – **we** don't believe there is any reason to be driving at excessive speeds such as 90mph on a 60-mph speed limit road, or over 100 mph on any road type. These types of excessive speeds may lead to cancellation of **your policy** with 7 days' notice.
- ★ Harsh driving – accelerating, braking and cornering harshly or suddenly gives other road users less time to react to **your** movements and tends to burn more fuel. Anticipating **your** next move and driving smoothly improves **your** road safety and **your** fuel bill too.
- ★ Late night driving – driving in the late evening through to the early hours statistically is when the most serious accidents occur. **We** consider late night to be 11pm till 5am.

Data Protection

For the purpose of GDPR **we** and **your insurance intermediary** will be the joint data controllers of **your Telematics Data**. This means that **we** exercise control over the processing of the **Telematics Data** and carry data protection responsibility for it. **We** and any appointed agents and/or service partners will process **your** information in accordance with **our** respective responsibilities under the General Data Protection Regulation and any applicable UK Legislation.

Data Protection (Cont'd)

We and **your insurance intermediary** will collect and use the **Telematics Data**:

- ★ For the performance of a contract of insurance between **you** and **us**; including providing **you** with an insurance premium, underwriting, **policy** servicing, fraud prevention and investigation and the management of claims. To provide **you** with additional Telematics services that are or become available.
- ★ For general research, analysis, mapping, and refining techniques for analysis of **Telematics Data**.
- ★ To comply with **our** legal obligations, including requests from the police and other official bodies, and in relation to keeping records in relation to **our** customers and keeping tax and accounting records.

Telematics Data may be disclosed to third parties in the following circumstances:

To **our** or **your insurance intermediary** service partners or Zurich Insurance Company Ltd for operational reasons in performance of a contract of insurance between **you** and **us**; including providing **you** with an insurance premium, underwriting, **policy** servicing, telematics services, fraud prevention and investigation and the management of claims.

Your information may also be shared with the relevant insurance and claims databases in accordance with the **Policy** Wording and **our** Privacy Policy.

How we handle faults & limitations of service.

The **Telematics Unit** provided by **your insurance intermediary** has obtained all the relevant technical approvals and indicators of complete safety and reliability, so will not harm or interfere with **your** vehicle. If, during the term of the insurance **policy**, the **Telematics Unit** is suspected by **your insurance intermediary** to be defective, they will contact **you** and make all reasonable endeavours to repair or replace it. If, during the term of the insurance **policy**, **you** suspect the **Telematics Unit** to be defective for any reason, **you** must notify **your insurance intermediary** as soon as possible, to enable them to make all reasonable endeavours to repair or replace it.

We will not repair or replace any item that is part of the **insured vehicle** or Smartphone and that is used to enable the operation of the **Telematics Unit** and/or in conjunction with it (e.g. the vehicle battery). These items are **your** responsibility to maintain in good working order. The **Telematics Unit** may use the battery power supply and so there may be a small drain even when the **insured vehicle** is not being used.

The transmission and receipt of the data is dependent upon mobile telecommunications services, and **you** acknowledge that this service may be interrupted, circumvented, or compromised. If this happens it doesn't necessarily mean the **Telematics Unit** is defective. **We** will rectify the problem with such transmissions where **we** can.

Atmospheric conditions, power failures, or other causes, conditions or events beyond **our** reasonable control or the capabilities of the **Telematics Unit** can affect the collection and transmission of data. **We** will rectify any interruptions to the transmission of the data where **we** can.

Important - Tampering

The **Telematics Unit** is the property of the **Telematics Service Provider**.

You, or any person acting on **your** behalf, must not tamper with, dismantle, or attempt to remove any part(s) or tamper with the GPS/GSM signal that is emitted from the **Telematics Unit**.

The **Telematics Unit** may have tamper proof controls and attack safeguards. If the intelligent alert system is triggered it will notify **your insurance intermediary** of any unauthorised tampering. An investigation will be initiated and a physical inspection by an engineer may be required.

If following an inspection, **you** or anyone else is proven to have tampered with the **Telematics Unit**, **you** will be required to pay for any actual costs **we**, or **your insurance intermediary** have incurred including repairing or replacing the defective **Telematics Unit**.

Your insurance will be cancelled, and **you** will be liable for the cancellation charges. If evidence suggests that the tampering was performed deliberately in order to disrupt **our** ability to collect data, **we** will treat the matter as fraud and retain the full **policy** premium.

Words with a specific meaning

In addition to the words or phrases shown in this **Policy** Wording, the words and phrases below have the same meaning wherever they appear in this Section 7: Telematics Supplementary Terms and Conditions (in bold text) and the **insured vehicle insurance details**.

Telematics Data: basic personal details collected from the **Telematics Unit** including time, location and driving, including; latitude, longitude, speed, duration, distance and acceleration and event data such as accident detection, unit tampering or activation and deactivation events.

Telematics Service Provider: The company that provides the hardware and services associated with the **Telematics Unit** to **us** and **your insurance intermediary**.

Telematics Unit: Electronic equipment self-installed, or professionally installed to **your insured vehicle** which records and transmits vehicle data to **us**, **your insurance intermediary**, or the **Telematics Service Provider**.

Where you can drive

The area your policy applies (the territorial limits)

The **insured vehicle** insurance gives **you** the cover described in the **insured vehicle insurance details in:**

- ★ Great Britain.
- ★ Northern Ireland.
- ★ the Channel Islands.
- ★ the Isle of Man.

It also covers journeys between these places.

Please note: **your** 'Liability for **automated vehicles** in Great Britain' cover only applies in Great Britain, which is:

- ★ England.
- ★ Scotland.
- ★ Wales.

Please see 'Liability for **automated vehicles** in Great Britain' section for more details.

If you drive in the Republic of Ireland

Your policy gives **you** the same cover as **you** have within the **territorial limits**.

The insured vehicle insurance cover in the rest of Europe

This **policy** provides the same level of cover under 'Liability to other people (third parties)' in section 1 and sections 2, 3 and 4 when driving to any member country of the European Union and also Andorra, Gibraltar, Liechtenstein, Monaco, San Marino, Vatican City, Iceland, Norway, Switzerland, Bosnia & Herzegovina, Montenegro and Serbia provided that:

- ★ the use of the **insured vehicle** abroad is limited to no more than 30 days in any one trip and 60 days in total for any one **period of insurance**.
- ★ **you** or any driver are covered by this **policy** are resident within the **territorial limits**.

If the above conditions are not met this reverts to the minimum level of cover in respect of liability which is legally required in the country concerned at no additional charge. This legal minimum insurance does not include cover for loss of or damage to the **insured vehicle**.

We will then automatically provide cover:

- ★ whilst the **insured vehicle** is being transported (including loading and unloading) between ports in countries listed above, provided the **insured vehicle** is being transported by rail or a recognised sea route of not more than 65 hours,
- ★ for the reasonable cost of delivering the **insured vehicle** to **you** after repairs whilst still within the country in which the damage was sustained or to **your** home or other agreed address within the **territorial limits**.
- ★ for damage that cannot be repaired economically by the intended time of **your** return home or if the **insured vehicle** was stolen and recovered after **your** return home.
- ★ for any customs duty which **you** are liable to pay on the **insured vehicle** as a direct result of repairs that are covered by the **policy**.

 **You are not covered for**

- ★ The costs of any other onward travel to take **you** to the destination of **your** choice.

Losses we don't cover (general exclusions across the whole policy)

Use of the insured vehicle


We don't cover any loss, damage, liability or injury that happens while the **insured vehicle** is being:

Driven by someone who:


- ★ Isn't named, or who is listed as excluded, as a driver on **your certificate(s) of motor insurance** or **insured vehicle insurance details**.
- ★ Is using the **insured vehicle** for a purpose that isn't shown as allowed on **your certificate(s) of motor insurance** or **insured vehicle insurance details**.
- ★ Doesn't have a valid driving licence.
- ★ Is disqualified from holding or obtaining a driving licence.
- ★ Is breaking the conditions of their driving licence.


This exception doesn't apply to any loss or damage to the **insured vehicle** if it:

- ★ Is being repaired by a mechanic at the roadside.
- ★ Is with a member of the motor trade for maintenance or repair.
- ★ Has been stolen and **you** have reported this theft to the police and can provide **us** with the crime reference number.
- ★ Is being parked by an employee of a hotel, restaurant or vehicle parking service.

 **Unauthorised taking** - We won't cover any loss or damage if the **insured vehicle** is driven without **your** permission by either of the following, unless **you** have reported this to the police and have a crime reference number and are assisting the police with prosecution:

- ★ Anyone known to **you**, including a family member.
- ★ Someone living with **you**.


 **Loss of value** - We won't cover any reduction in the **market value** of the **insured vehicle** because it has been repaired.


 **Wear and tear** - We won't cover any loss or damage caused by general wear and tear or depreciation.

 **Driving whilst under the influence of alcohol or drugs** - We won't cover loss, damage, liability or injury caused when:

- ★ Driving with an alcohol level in excess of the legal limit in the country where the accident happens, or
- ★ Driving whilst unfit through drugs, whether prescribed or otherwise, or
- ★ Failing to provide a blood, urine or breath specimen when required to do so, without lawful reason.


Where **we** are required to make payments in these circumstances, **we** can recover this from **you**.

 **Improvement** - We won't cover any repair or replacement that improves the **insured vehicle** beyond its condition before the loss or damage took place.

 **Vehicle failure** - We won't cover any failure caused by loss, damage, liability, or injury that happens as result of a mechanical, electrical or computer problem affecting the **insured vehicle**.

 **Cherished registration plates** - We won't cover:

- ★ The value of the cherished registration plate or any costs for keeping the cherished registration plate on retention if the **insured vehicle** is **written off** after a claim.
- ★ Any loss of **use** of the cherished registration plate, if the **insured vehicle** is **written off** but **you** failed to keep the number plate on retention in time.

 **Roadworthiness** - We won't cover any loss or damage to the **insured vehicle** where the **insured vehicle** is deemed to be unroadworthy.

✗ Tyres - We won't cover any damage to tyres caused by braking, punctures, cuts, or bursts.

✗ Deliberate damage - We won't cover any loss, damage, liability or injury caused directly or indirectly by a deliberate act by any person insured on the **policy**. (This does not apply where Domestic Violence Protection would apply)

✗ Loss of use - We won't cover any indirect losses suffered because of an incident unless **we** have stated otherwise elsewhere in this **policy**. For example, **we** won't cover:

- ★ Losing the use of the **insured vehicle**.
- ★ Travel costs.
- ★ Loss of earnings.

✗ Towing - We won't cover any loss or damage to any **trailer** or vehicle that the **insured vehicle** is towing, or any contents of a **trailer** or vehicle on tow.

✗ If the insured vehicle is removed or seized by an authority - We won't provide cover:

- ★ For any loss or damage caused by a government agency or other authority that legally takes, keeps, or destroys the **insured vehicle**.
- ★ For confiscation or requisition or destruction of the **insured vehicle** by or under the order of any Government or Public or Local Authority, HM Revenue and Customs or the police.
- ★ To secure the release of any other vehicle which is taken by, or on behalf of any Government or other authority.

✗ Contracts - We won't cover any liability under any separate agreement or contract **you** have made unless **you** have been responsible even if that agreement or contract didn't exist.

✗ Radioactivity - We won't cover any loss or damage to property, any direct or indirect loss, or any expense, or any liability caused, or contributed to, by:

- ★ Ionising radiation or radioactive contamination from nuclear fuel or waste.
- ★ Radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

✗ Pet - We won't cover any loss or damage caused by a pet whilst in the **insured vehicle**.

✗ Pollution - We won't cover any loss, damage, liability, or injury caused by identifiable pollution or contamination, unless it's come from a sudden and unexpected accident.

✗ War - We won't cover any loss, damage, liability or injury caused by war, invasion, mutiny, acts of foreign enemy, hostilities or war-like operations whether war be declared or not, civil war, civil commotion assuming the proportions of or amounting to a popular uprising, rebellion, revolution, insurrection, military or usurped power, military rising or martial law, except as necessary to meet the requirements of the **Road traffic act**.

✗ Riot - We won't cover any loss or damage to the **insured vehicle** or property caused by riot or civil commotion outside Great Britain, the Isle of Man, or the Channel Islands.

✗ Use on airfields - We won't cover any loss, damage, liability or injury caused by using the **insured vehicle** in any area where aircraft normally operate, such as any area where aircraft take off, land and/or park.

✗ Speed assessment equipment - We won't cover any loss or damage to a speed assessment detection device.

✗ Pressure waves - We don't cover any damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.

✗ Automated vehicles - We won't cover any loss, damage or injury caused by **your automated vehicle** driving itself at any time or place that the use of automated functions is unlawful unless

- ★ We are required to do so under the law of the country in which the accident occurs,

We won't cover any loss, damage or injury:

- ★ To the person in charge of **your automated vehicle** where the accident was wholly due to that person's negligence in allowing **your automated vehicle** to begin driving itself when it was not appropriate to do so.
- ★ Where it is caused by a failure to install safety critical update to **your automated vehicle** or its software has been altered without the approval of the manufacturer.

We may also require an **insured person** to repay us any amounts that we are required by law to pay.

✗ Racing - We won't cover any loss, damage or injury where the vehicle is used for racing formally or informally against another motorist, pace-making, competitions, rallies, green laning, track day, participating in motoring events, trials or speed tests, either on a road, track, racing circuit or at an off-road 4x4 event or prepared course or used on the Nurburgring Nordschleife.

✗ Water - We won't cover any loss or damage caused by frost or freezing, or damage due to ingress of water where **you** have driven through water that was avoidable.

✗ VAT Registered - If **you** are VAT registered and able to recover VAT, we won't cover VAT.

✗ Fraud and or Deception - We won't cover loss, damage or injury caused by;

- ★ Any person obtaining any property by fraud or deception, for example a purchaser's cheque not being honoured by their bank.
- ★ Someone pretending to be a buyer or someone pretending to act on behalf of a buyer where possession of it is gained by deception.

✗ Repossession - We won't cover any loss, damage or injury caused where the **insured vehicle** is being repossessed by its rightful owner or having to pay compensation to the owner.

Other conditions you need to know about

Following the policy terms

We will only provide the cover set out in this **policy** if **you** keep to all the terms of the **policy**.

Providing accurate information

You must ensure that all information given to **us** is correct and complete to the best of **your** knowledge at all times. This includes information about all drivers under the **policy**.

If **you** don't provide correct and complete information or inform **us** of any changes, this could invalidate **your policy** or mean **we** don't pay claims in full or at all.

Taking care of the insured vehicle

You and any person who is covered by this **policy** must do all of the following:

- ★ Make sure the **insured vehicle** is roadworthy.
- ★ Take all reasonable steps to protect the **insured vehicle** and its contents from loss or damage and to make sure any property including any removable **in vehicle electronic equipment** is not left in an open or an accessible part of the vehicle and is in a locked boot or locked glove compartment.
- ★ Allow **us** to examine the **insured vehicle** at any reasonable time if **we** ask **you**.

Modifications to the insured vehicle

If **you** wish to modify the **insured vehicle**, **you** must tell **us** what **modifications you** want to make, and **we** must agree to them beforehand.

Sanctions

Notwithstanding any other terms of this **policy**, **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

Fraud

You must be honest in **your** dealings with **us** at all times. **We** won't pay a claim that is in any way fraudulent, false or exaggerated. If **you**, any person insured under this **policy**, or anyone acting on **your** behalf attempts to deceive **us**, or knowingly makes a fraudulent, false or exaggerated claim, **we** may:

- ★ Cancel **your policy**.
- ★ Reject **your** claim and any following claims.
- ★ Keep any premium **you** have paid.

What happens if we discover fraud

If **we** discover fraud, **we** have the right to:

- ★ Cancel any other products **you** hold with **us**.
- ★ Cancel this **policy**, if the fraud happened under any other **policy you** hold with **us**.
- ★ Share information about **your** behaviour with other organisations to prevent further fraud.

We may also involve the relevant authorities who can bring criminal proceedings.

People involved in this contract

This **policy** is a contract between the **policyholder** and **us**. Nobody else has any rights they can enforce under it, except under the **Road traffic act** or anywhere else under applicable law.

Vehicle registration

The **insured vehicle** must be registered within the **territorial limits**.

Vehicle sharing

The **policy** covers anyone insured to drive the **insured vehicle** as part of a vehicle sharing arrangement (carrying passengers for payment). This is so long as:

- ★ The **insured vehicle** isn't made or adapted to carry more than 8 passengers and a driver.
- ★ **You** are not carrying the passengers as part of a business.
- ★ **You** are not making a profit from the passengers' payments.

Your right to cancel the policy or remove any optional cover

You can cancel the policy at any time

Just get in touch with **us**. The text below explains whether **we** will charge **you** and how much **we** will refund in each situation.

If the cancellation or removal happens before your cover starts

We will give a full refund.

If the cancellation or removal happens during your 14-day cooling-off period

We will charge for the time **you** have had cover, and refund the rest of the premium paid.

If the cancellation or removal happens after the 14-day cooling-off period

We will charge for the time **you** have had cover and refund any remaining premium paid.

If you have made a claim before the cancellation or removal happens

For the **policy** and vehicle insurance cover options, e.g. Protected No Claim Discount:

- ★ **We** will not refund any vehicle insurance premium if **you** have made a vehicle insurance claim or if one has been made against **you** during the period of cover (regardless of whether **you** pay annually or by monthly instalments under a credit agreement).
- ★ If **you** pay by instalments under a credit agreement, **you** must pay to **us** (1) all instalment payments that have already fallen due under the credit agreement and remain unpaid, and (2) the total remaining balance under the credit agreement.
- ★ If **we** agree to pay **your** claim and **you** have not paid the amounts due to **us** under(1) and (2) above, **we** may write to **you** asking **you** for the full payment.

Please note:

- ★ It's **your** responsibility to inform anyone insured under this **policy** that it has been cancelled.
- ★ If **you** cancel **your** Direct Debit payments, this won't cancel the **policy**. **We** will ask **you** to pay the money **you** owe.
- ★ The cooling-off period is 14 days from the **policy** start date, or when **you** receive the **policy** documents, whichever is later.
- ★ If **you** decide to cancel the **policy**, **we** will give **you** proof of any No Claim Discount. This will include any reduction due to claims **you** have made while insured with **us**. See 'No Claim Discount (NCD)' for more about this. Other insurers may ask for this proof.
- ★ If **you** live in Northern Ireland, the Channel Islands or the Isle of Man, **you** must return **your certificate(s) of motor insurance** to **us** after cancellation. This applies whether **we** cancel the **policy** or **you** cancel it.

If we need to cancel the policy

- ★ **We** can cancel the **policy** at any time if **we** have a valid reason. If **we** have to do this, **we** will give **you** at least 7 days' notice. **We** will send **our** cancellation notice via **your** preferred method of contact.
- ★ It's **your** responsibility to let anyone insured under this **policy** know that this **policy** has been cancelled.
- ★ If **you** live in Northern Ireland, the Channel Islands or the Isle of Man, **you** must return **your certificate(s) of motor insurance** to **us** after cancellation. This applies whether **we** cancel the **policy** or **you** cancel it.
- ★ Where **our** investigation provides evidence of fraud or a serious non-disclosure **we** may cancel the **policy** immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in **your policy** being cancelled from the date **you** originally took it out. **We** may also seek reimbursement of any claims monies paid by **us** since the fraud was committed.

Why we might cancel the policy

We will only cancel the **policy** if we have valid reasons for doing so which include but are not limited to the following examples:

- ★ If **you** have failed to co-operate with **us**, or send **us** information or documentation as described in **your policy**, and that has affected **our** ability to process **your** claim, or deal with **your policy**.
- ★ If **your** circumstances have changed in such a way that **you** no longer meet **our** criteria for providing motor insurance.
- ★ If **you** have used threatening or abusive behaviour or language, or **you** have intimidated or bullied **our** staff or suppliers.
- ★ If **we** have good reasons to suspect fraud.
- ★ Failure to make direct debits payments on time or a charge back is made resulting in non payment.
- ★ Failure to install and activate **your** telematics device or allow **your** vehicles manufacturer to send data to **us** within 7 days of **policy** purchase or following a change of vehicle.
- ★ If **you** generate 2 or more Extreme events or exceed 100mph. Extreme events are classified in the table on the right.
- ★ If **your** driving behavior score is less than 50
- ★ If **your telematics data** confirms **you** are using **your** vehicle for carriage of goods or delivery driving. Examples of delivery driving include (but are not limited to) Amazon delivery, JustEat, UberEats.

Refunding the premium If we cancel the policy

We will charge for the time **you** have had the **policy**, and refund the rest of the premium, unless there has been any fraudulent, deliberate or reckless activity.

We won't refund any premium if:

- ★ **You** have made a claim, or if **you** have had a claim against **you**.
- ★ If **your telematics data** confirms **you** are using **your** vehicle for carriage of goods or delivery driving. driving including (but are not limited to) Amazon delivery, JustEat, UberEats.

If the claim is later settled as not **your** fault, any refund that is due will be issued once the claim has been closed.

Speed Limit	Cancellation Speed
20MPH	50MPH
30MPH	60MPH
40MPH	70MPH
50MPH	80MPH
60MPH	90MPH
70 MPH	100MPH

No Claim Discount (NCD)

If **you** don't claim on **your policy**, **we** will adjust **your** renewal premium in line with the NCD scale that **we** are using at the time **you** renew.

However, if **you** claim on **your policy**, **we** may reduce the NCD on this **policy**.

NCD at start or period of insurance	1 claim	2 claims	3 claims
2 years or less	Nil	Nil	Nil
3 years	1 Years	Nil	Nil
4 years	2 Years	Nil	Nil
5 years or more	3 Years	1 Year	Nil

- ★ **You** may be able to protect the NCD on this **policy** by paying an extra premium – see 'Section 6: Protected No Claim Discount'
- ★ If NCD proof is requested, it will be issued in the name of the **NCD owner**.

If you have a complaint

How to make a complaint

We understand that things don't always go to plan and there may be times when **you** feel **we** have let **you** down. If this happens, **we** want **you** to tell **us**. **We** will do **our** best to put things right as soon as possible, or explain something **we** could have made clearer.

We aim to always be fair and reasonable and to act quickly whenever **you** need to make a claim under this **policy**. If **you** feel **we** haven't met this, **we** will try to do everything possible to deal with **your** complaint quickly and fairly.

Please call **us** on **0345 528 0256** to speak to **us** about **your** problem, or email **us** at complaints@withstella.co.uk

If **you** would prefer to write to **us**, please send **your** letter to **Complaints, Stella Services, BizSpace Cheadle, Cheadle Place, Stockport Rd, Cheadle SK8 2JX**

Communication type	When will I get this?	What will it tell you?
Summary resolution communication	If we have been able to resolve your complaint to your satisfaction within 3 working days of receiving your complaint	It will let you know your complaint has been resolved and tell you about the Financial Ombudsman Service (FOS)
Acknowledgement	If we have been unable to resolve your complaint to your satisfaction within 3 working days of receiving your complaint.	It will let you know our complaint handling process and information about the Financial Ombudsman Service.
Unable to reach resolution	If we have been unable to resolve your complaint within 8 weeks.	It will let you know why we aren't in a position to give you our final response and when we expect to be able to provide this. We will also let you know about your right to contact the Financial Ombudsman Service
Final response	If we have been unable to resolve your complaint within 3 working days, we will send you our Final Response when we have completed our investigations. We will do our best to send this at the earliest opportunity.	This will detail the findings of our investigations and our final response to your complaint. We will also include your right of escalation to the Financial Ombudsman Service.

Independent review

If **we** don't complete **our** investigations within 8 weeks of receiving **your** complaint, or **you** are unhappy with **our** response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. This is a free and independent service. If **you** decide to contact them, **you** should do so within 6 months of **our** response letter. If the Financial Ombudsman Service is unable to consider **your** complaint, **you** may wish to obtain advice from Citizens Advice or seek legal advice

You can contact them by:

Email:

complaint.info@financialombudsman.org.uk

Phone:

UK: 0300 123 9123 or 0800 023 4567

Abroad: +44 (0) 20 7964 0500

Writing to: Financial Ombudsman Service, Exchange Tower, London E14 9SR Their website also has a great deal of useful information:

www.financial-ombudsman.org.uk

If you are in an accident

We are here to support **you** when accidents happen, so **we** have put together some useful steps for **you** to follow to help make the process smoother.

Safety comes first

Stop at the scene of the accident and if there are any injuries or if any driver involved hasn't stopped, call the police and emergency services.

Take photos of the accident if it's safe to do so, including any vehicles involved

Remember that dash cam footage could be useful too.

Other driver/vehicle details

Ask the other party for their contact details. Take down their vehicle registration, name, address and telephone number and give the third party **your** details. Don't accept blame for the accident.

Witnesses

If any passers-by have stopped, **you** can ask for their contact details. These may be needed later for a statement if blame is being disputed.

Call us

Giving us a call as soon as possible means you will have the details fresh in your mind and means we can help you and the third party sooner, and get you back on the road as quickly as possible.

24 Hour Claim Line

0345 528 0076

Everything else

The Motor Insurance Database

Information relating to **your policy** will be added to the Motor Insurance & Policy Database (MIPD) managed by the Motor Insurers' Bureau (MIB). The MIPD and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but Including:

Electronic Licensing (Tax Discs).

Continuous Insurance Enforcement.

Law enforcement (prevention, detection, apprehension and/or prosecution of offenders).

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 MIPD 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 MIPD. It is vital that the MIPD holds **your** correct registration number. It is **our** responsibility to update **your policy** to the MIPD.

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

Our contract with you

Stella Services Telematics Vehicle Insurance is arranged and administered by Action 365 Ltd t/a Stella Services and is underwritten by Zurich Insurance Company Ltd (UK Branch).

This **policy** is evidence of a contract of insurance between **you** and Stella Services, acting on behalf of Zurich Insurance Company Ltd (UK Branch) as the underwriter, and is based on information **you** have given to **us**. In return for receiving and accepting the premium, **we** will arrange for the provision of insurance under this **policy** for the sections shown on the **insured vehicle insurance details**.

The laws that apply to this contract

This **policy** is governed, in relation to each vehicle insured under this **policy**, by the law of the place within England, Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands where that vehicle is used during the majority of the **period of insurance** or if there is any disagreement about which law applies, the law of the place where that vehicle is registered. **You** agree to submit to the exclusive jurisdiction of the courts in that place.

Our regulator

Stella services is a trading name of Action 365 Ltd, a private limited company incorporated in the United Kingdom (Company Number: 03839322). Registered Address: BizSpace Cheadle, Cheadle Place, Stockport Rd, Cheadle, SK8 2JX. **We** are authorised and regulated by the Financial Conduct Authority under Firm Reference Number: 306011.

Stella Telematics Vehicle Insurance policies are underwritten by Zurich Insurance Company Ltd

Zurich Insurance Company Ltd

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

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Financial Services Compensation Scheme

We and Zurich are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if we are unable to meet our obligations to **you**. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Privacy Policy Stella Services

Keeping **your** information safe & secure is important to **us**. Full details on how we collect data can be found in **our** Privacy **Policy** via www.withstella.co.uk. Alternatively if **you** have further questions about how **your** data may be used please contact 0161 884 1590 or write to **us** at Stella Services, BizSpace Cheadle, Cheadle Place, Stockport Rd, Cheadle SK8 2JX.

Privacy Policy Zurich Insurance Company Ltd

Zurich takes the privacy and security of **your** personal information seriously. We collect, use and share **your** personal information so that we can provide policies and services that meet **your** insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where **you** have requested other individuals be included in the arrangement, personal information about those individuals.

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

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. A full copy of our data protection statement can be viewed www.zurich.co.uk/dataprotection

How **you** can contact us

If **you** have any questions or queries about how we use **your** data, or require a paper copy of the statement, **you** can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.