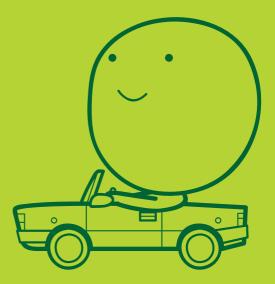
Stuck at the side of the road after a serious accident? Call us now on **0345 030 6902** For any other type of claim let us know straightaway. Using our easy online form: www.quotemehappy. com/claim-support can be the most convenient/ quickest method.

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Your car insurance policy



Contents

- 3. Welcome
- 4. Your policy
- 6. Definitions
- 8. Cover summary
- 9. Section 1. Loss of or damage to your car
- 12. Section 2. Your liability
- 16. Section 3. Personal belongings
- 16. Section 4. Emergency treatment
- 17. Section 5. No claim discount
- 19. Section 6. Glass
- 19. Section 7. Continental use
- 20. Section 8. Personal accident cover
- 21. Section 9. Legal protection and advice
- 27. General exclusions
- 29. General conditions
- 33. Complaints procedure

Welcome. We've got you covered.

Together with your policy schedule, this booklet gives **you** all the details of **your car** insurance policy. If **you** have got any other questions – or to tell **us** how **you** have found **us** to deal with – just get in touch through our website.

Stuck at the side of the road after a serious accident? Call us now on 0345 030 6902

For any other type of claim let us know straightaway. Using our easy online form: <u>www.quotemehappy.com/claim-support</u> can be the most convenient/quickest method.

For anything else – or to make changes to your policy or cover – do it online at www.quotemehappy.com/my-account.

We can help you if:

You have been involved in an accident

If **you** have been involved in an accident, call **us** straightaway. Providing **you** have a valid claim, **we** will recover **your car**, and get **you** and your passengers home or to your destination anywhere within the **territorial limits**.

Then – once **you** are home safely – **we** will get **your car** fixed (with guarantee) at one of our approved garages. **You** will also benefit from **our** Repair Guarantee (see Section 1. Loss of or damage to your car). **We** will settle all the bills direct, and **we** will also take **you** through your claim. If someone else's insurers get in touch with **you**, just pass them on to **us**. If **your car** has been damaged due to fire or theft, **we** will instruct one of our approved repairers to authorise repairs and settle repairer payments directly. **You** will also benefit from our approved Repair Guarantee.

You need to make a claim

We will take your details over the phone. We can do things faster if **you** have got these details:

- Your policy number;
- The registration number of **your car** and any other cars involved;
- The names and addresses of everyone else in the accident, including your passengers;
- Specifics about what happened and the damage to **your car**;
- Reference numbers from the police if **you** have been given them.

You need your glass repaired

We will arrange a convenient time for our glass repairer to come and sort out your windscreen, sunroof or windows.

Large print, audio and Braille

If **you** need this policy in large print, audio or Braille, email **us** at <u>team@quotemehappy.com</u>.

Your policy

This policy booklet forms part of your legal contract with **us** and explains exactly what **you** are covered for. Your schedule shows the level of cover **you** have chosen.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk.

Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Your cancellation rights

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract, or the day on which **you** receive your policy or renewal email confirmation, whichever is the later.

If **you** want to cancel, and the insurance cover hasn't started yet, **you** will be entitled to a full refund of the premium paid.

Or, if **you** wish to cancel and the insurance cover has already started, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time for which **you** have been covered. There will also be an additional charge as shown in your schedule of £25.00 if **you** cancel within the first 14 days (plus Insurance Premium Tax, where applicable) to cover the administrative cost of providing the policy.

The cancellation fee may be reduced to ensure the total amount **you** pay in the period does not exceed your annual premium.

You will not receive a refund of premium if any claim has been made under 'Section 1. Loss of or damage to your car' and;

- We have agreed to settle your claim by paying the market value (less any excess applicable), or by replacing your car under new car replacement; and,
- We haven't been able to recover the full amount from a responsible third party.

You can cancel your policy online via your My account. It is your responsibility to notify all persons insured that this policy has been cancelled.

If **you** do not exercise your right to cancel your policy, it will continue in force and **you** will have to pay the premium.

For your cancellation rights outside the statutory cooling-off period, please refer to the 'General conditions' section of this policy booklet.

Your policy

Administration and cancellation fees and charges

We apply administration and cancellation fees and charges under certain circumstances as shown in the following table:

Scenarios	Fee/Charge
We, or you cancel the policy within 14 day cooling off period (before cover has started)	No fee/charge
We, or you cancel the policy within 14 day cooling off period (after cover has started)	£25*
We, or you cancel the policy after the 14 day cooling off period has ended	£50*
If you make more than 5 changes to the policy in any one month, we reserve the right to apply an administration charge	£30*

*Plus Insurance Premium Tax at the appropriate rate.

For further information on the cancellation charges and cancellation details please refer to `Your cancellation rights' on this page and the `General Conditions' on page 29 of this booklet.

Definitions

Wherever the following words or phrases appear in **bold** in this policy booklet, they will have the meanings described below.

Approved repairer

A facility approved by **us** for the repair, damage assessment and/or storage of **your car**.

Automated vehicle

A vehicle designated as being legally able to safely drive itself and is listed as an automated vehicle under the Automated & Electric Vehicles Act 2018.

Certificate of motor insurance

The current document that proves **you** have the motor insurance required by the Road Traffic Acts to use your car on a road or other public place. It shows who can drive **your car**, and what **you** can use it for and whether **you** are allowed to drive other cars. The **certificate of motor insurance** does not show the cover **you** have.

Fire

Fire, self-ignition, lightning and explosion.

Market value

The cost of replacing **your car** with one of the same make, model, specification and condition. The market value may also be affected by other factors such as mileage, MOT status (if one is required), how **you** purchased **your car** and whether it has been previously declared a total loss.

Period of insurance

The period of time covered by this policy, as shown in your schedule, or until cancelled. Each renewal represents the start of a new period of insurance.

Person insured

Person(s) other than the **policyholder**, nominated by **you** to drive **your car**, providing they are permitted to drive as shown on your **certificate of motor insurance**.

Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

Theft

Theft, attempted theft or taking your car without your consent.

Track day

Any event, organised or not, or location where vehicles are permitted to drive on any course, or track, which is free from traffic regulations.

We/us

Aviva Insurance Limited except where otherwise shown for any policy section and any representative appointed by us to act on our behalf, except where otherwise shown for any policy section.

Definitions

You/insured/policyholder

The policyholder named in your schedule.

Your car

- Any motor vehicle described in the schedule and any other motor vehicle for which details have been supplied to us and a certificate of motor insurance bearing the registration mark of that motor vehicle has been delivered to you and remains effective;
- Any motor vehicle loaned to you or a permitted driver shown on your certificate of motor insurance by a supplier we have nominated following a claim under the policy;
- Any motor vehicle loaned to you or a permitted driver shown on your certificate of motor insurance for up to seven days by a garage, motor engineer or vehicle repairer while the motor vehicle described on your schedule is being either serviced, repaired or having a MOT test.

Your partner

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

Cover summary

Some cover sections under this policy are optional and do not apply unless shown in your schedule.

Section	Cover		Page
1.	Loss of or damage to your car	Ś	9
	Repair guarantee	Ś	9
	Courtesy car (whilst your car is being repaired)	Ś	10
	Hire car (following total loss or theft)	Optional	10
	New car replacement	Ś	11
2.	Your liability	Ś	12
	Driving other cars	Ś	13
	Liability of other persons driving or using your car	Ś	13
	Legal costs	Ś	13
3.	Personal belongings	Ś	16
4.	Emergency treatment	Ś	16
5.	No claim discount	Ś	17
	Protected no claim discount - three years	Optional	18
	Protected no claim discount – four years or more	Optional	18
6.	Glass	Ś	19
7.	Continental use	Ś	19
8.	Personal accident	Ś	20
	Increased Personal Accident	Optional	20
9.	Legal protection and advice	Optional	21

Section 1. Loss of or damage to your car

If your car is lost, stolen or damaged, we will:

- repair your car unless you notify us that you want us to pay someone else to repair it; or
- pay **you** a cash amount equal to the loss or damage.

The same cover also applies to accessories (up to the limit shown in your schedule), spare parts and components for **your car** while these are in or on **your car** or while in your private garage.

We may decide to use parts or accessories not supplied by the original manufacturer, but which are of a similar standard, including recycled parts.

Accessories are items permanently fitted to **your car** which are not directly related to how it works as a car. For example, in-built satnavs, cameras, comms kits or roof racks. You can only claim for accessories under this section.

The most **we** will pay will be the **market value** of **your car** at the time of the loss.

What if my vehicle is on finance?

If **we** know that **your car** is still being paid for under a finance agreement, **we** will pay any claim to the owner described under that agreement.

- where your car is on finance and the agreement allows you to own or purchase the car, any difference between what we pay the finance company and the market value will be paid to you.
- where your car is not or cannot be owned by you under the agreement (contract hire and some leasing arrangements) we will pay its asset value to the true owner.

If the outstanding amount of your finance exceeds any payment made under this policy, **you** will still be responsible for paying this.

The most **we** will pay will be the **market** value of your car.

There is no cover for loss or damage to **your car** when the person driving was arrested and charged for Drink/Drug driving or failing to provide a specimen. Please refer to the General Exclusions Section. In the event information presented by **you** misrepresents your claim **we** reserve the right to seek recovery under General Condition - Fraud.

Vehicle recovery and journey continuation

Following an accident, or fire, or theft in the **territorial limits** please ring our motor claims helpline, **0345 030 6902**, and we **will** arrange to get **your car** to one of our **approved repairers**.

What if I want to use a garage of my choice?

We can arrange for your car to be taken to a repairer of your choice if it is closer than our nearest **approved repairer**. This may lead to delays in arranging the repairs. We will not be able to provide you with a courtesy car and the excess you must pay will increase.

Repair guarantee

We will continue to guarantee the repair quality carried out on **your car** by our **approved repairer** for a period of three years from the date of completion of the repairs, or for the remainder of the

Section 1. Loss of or damage to your car

original manufacturer's warranty for **your car** if it's more than three years. Repair quality means bodywork repairs, paint repairs and 'workmanship' which is the work carried out by skilled technicians.

All parts fitted to **your car** by our **approved repairer** will be covered for the duration of the guarantee provided by the part manufacturer or supplier.

Exclusion to repair guarantee

We won't pay for damage under the repair guarantee arising from deterioration and wear and tear or parts and component failures.

Courtesy car - standard cover

A courtesy car is provided subject to availability to reduce your inconvenience and where possible ensure **you** remain mobile. It is not intended to be an exact replacement for **your car**. All courtesy cars have comprehensive cover under your policy for the period the courtesy car is provided.

- A courtesy car will only be provided when your claim has been accepted and your car is repairable, and is being repaired by our approved repairer network.
- A courtesy car is typically a small three door hatchback car with four seats.
- If your car is immobile or unroadworthy we aim to provide a courtesy car within one working day (however if an incident occurs during a weekend or on a bank/ public holiday, it may not be possible to provide a courtesy car until the following normal working day).

• To avoid undue delays, please advise us during the early stages of your claim if you need an automatic transmission courtesy car. Automatic courtesy cars can be supplied, providing the car being repaired is an automatic.

We do not provide a courtesy car outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. However, you can buy our European Breakdown option which provides cover if there is an accident, breakdown or **theft** abroad.

Hire car - optional cover

The cover and services explained in this section only apply

if they are shown in your schedule.

- A hire car will be provided to you if your car has been stolen or has been damaged and is not repairable. Hire cars are subject to availability and are provided for a minimum of five days and a maximum of up to 21 days, or until your settlement has been agreed (whichever is earlier).
- A hire car is typically a small three door hatchback car with four seats.
- If your car is immobile or unroadworthy we aim to provide a hire car within one working day (however if an incident occurs during a weekend or on a bank/public holiday, it may not be possible to provide a hire car until the following normal working day).
- To avoid undue delays, please advise us during the early stages of your claim if you need an automatic transmission car. Automatic hire cars can be supplied, providing the car being repaired is an automatic.

Section 1. Loss of or damage to your car

We do not provide a hire car outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

New car replacement

We will replace your car with a new car of the same make, model and specification (if one is available in the UK) if, you or your partner are the first registered keeper of your car, (or second registered keeper where it was pre-registered and the mileage of your car was less than 250 miles) and within 12 months of buying it from new:

- The cost of repairing any damage in respect of one claim covered by the policy is more than 60% of the car's UK list price (including car tax and VAT); or
- it is stolen and not recovered.

We will only replace your car if you or your partner purchased it:

- outright, or
- under a finance agreement where ownership passes to you or your partner and the Finance Company agrees.

Cars sold as 'ex demonstrators' and 'nearly new' do not qualify for replacement under this section.

If the qualifying criteria set out above are not met, or **you** do not wish **us** to replace **your car** with a new vehicle of the same make, model and specification, the most **we** will pay will be the **market value** of **your car** at the time of loss or damage.

Excesses

An excess is an amount **you** will have to pay towards any claim.

- An excess will apply to most claims
- An additional excess will apply if the driver is 24 or under.
- A further excess will apply if you choose to have your car repaired in a garage that is not one of our approved repairers.
- Your schedule will show the excesses **you** will have to pay towards any claim. If more than one excess applies to your claim, the excesses will be added together.
- If you are hit by an uninsured driver and provide us with the other driver's name, contact details and their vehicle registration number, we will refund the excess you paid.

This only applies where the driver of **your car** is not at fault.

Section 1. Loss of or damage to your car – exclusions

We won't pay for:

- Loss of use, wear and tear, loss or damage which happens gradually, loss of value following repair, depreciation, failure of electronics, mechanical breakdown or breakage, or tyre damage caused by braking, punctures, cuts or bursts.
- Loss or damage arising from theft while:
 - your car's ignition keys (including any key, device or code used to secure, gain access to, or to enable your car to be driven) have been left in or on your car;
 - **Your car** has been left unattended with the engine running.
- Loss or damage arising from confiscation or requisition or destruction by or under order of any government or public or local authority.

- Where your car is equipped for the cooking or heating of food or drink, loss of damage by fire caused directly or indirectly from use of the cooking or heating equipment.
- Loss or damage if, at the time of the incident, it was being driven or used without your permission by someone you know (unless you have reported them to the Police).
- Loss or damage arising from use of your car while taking part in a Track day or whilst driving on the Nürburgring Nordschleife.
- Loss or damage caused by the unauthorised, and/or malicious access to computer or electronic components and systems, resulting in any reprogramming of software, introduction of malware, codes or viruses with the intention or effect to cause such systems to stop, fail or function otherwise than is intended by the Vehicle Manufacturer.

Section 2. Your liability

You and persons insured are covered against all amounts which may have to be paid as a result of being legally liable for an incident involving **your car**, resulting in:

- Another person's death or injury.
- Damage to another person's property up to a maximum amount of that shown in your schedule plus a maximum amount of £5,000,000 to cover any claimant's costs and expenses).

If **your car** is carrying any of these high category hazardous goods or being used or driven at any hazardous locations, the amount **we** will pay for damage to another person's property will be limited to $\pounds1,200,000$ or such greater sum as may be required to meet the minimum insurance requirements of the Road Traffic Acts.

Section 2. Your liability

High category hazardous goods:

Any substance within the following United Nations Hazard Classes:

1: Explosives; 5.2: Organic peroxides; 6.1: Toxic substances; 6.2: Infectious substances; 7: Radioactive materials

Hazardous locations:

Power stations; Nuclear installations or establishments; Refineries, bulk storage or production premises in the oil, gas or chemical industries; Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries; Ministry of Defence premises; Military bases; Rail trackside; Any other rail property to which the public do not have lawful access.

Driving other cars

We will insure **you** whilst **you** are driving any other car within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- The car does not belong to **you** or is not hired to **you** under a hire purchase agreement.
- You are driving the car with the owner's express consent.
- You still have your car and it has not been damaged beyond cost effective repair.
- You are aged 25 or above, at inception or last renewal of this policy.
- Your certificate of motor insurance indicates that you can drive such a vehicle.
- The car is not an **automated vehicle**.

Important Note: the cover provided whilst **you** are driving any other car is for Third Party only.

Liability of other persons driving or using your car

Cover under this Section will also apply on the same basis for the following persons:

- Any person given permission by you to drive your car provided that your certificate of motor insurance allows that person to drive your car.
- Any person given permission by you to use (but not drive) your car, but only while using it for social, domestic and pleasure purposes.
- Any passenger travelling in or getting into or out of **your car**.
- The employer or business partner of the person using any vehicle for which cover is provided under this Section while the vehicle is being used for business purposes, as long as your certificate of motor insurance allows business use. This does not apply if;
 - The vehicle belongs to or is hired by such employer or business partner;
 - **The insured** is a corporate body or firm.

Legal costs

We will pay the legal costs of any legal representative we agree to, to defend you or any person insured at a coroner's inquest or fatal accident inquiry or in any proceedings brought under the Road Traffic Acts or equivalent European Union legislation following an incident covered by this Section. This cover does not extend to a plea of mitigation (unless the offence you are charged with carries a custodial sentence) or appeals.

2. Your liability - exclusions

What we won't pay for:

- Anything which you or any person insured can claim for under another policy.
- The death of, or injury to any employee of you or any person insured which arises out of, or in the course of, that employee's duties, unless we must provide cover under the Road Traffic Acts.
- Loss of or damage to property that:
 - Belongs to or is in the care of you or any person insured who claims under this section; or
 - Is being carried in your car.
- Damage to any vehicle covered by this section.
- Loss, damage, injury or death while any vehicle is being used on:
 - That part of the aerodrome or airport which is used for aircraft taking off or landing;
 - Aircraft parking areas including service roads;
 - Ground equipment parking areas; or
 - Any parts of passenger terminals within the Customs examination area;

Unless **we** must provide cover under the Road Traffic Acts.

 Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** must provide cover under the Road Traffic Acts:

a. Terrorism.

Terrorism is defined as any act or acts including, but not limited to:

i. The use or threat of force and/or violence

and/or

ii. Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/ or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of people in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes.

 Any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of (a) and (b), where **we** must provide cover under the Road Traffic Acts the maximum amount **we** will pay for damage to property as a result of any incident or incidents caused by **your car** or any vehicle or vehicles driven or used by **you** or any **person insured**, for which cover is provided under this section, will be:

 Limited to the amount shown in your schedule in respect of all claims resulting directly or indirectly from one originating cause; or

2. Your liability - exclusions

- Such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.
- Loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**, except where such liability is required to be covered under the Road Traffic Acts. For the purposes of this exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.
- Death or injury of any person caused by:
 - food poisoning; or
 - anything harmful contained in goods supplied; or
 - any harmful or incorrect treatment given at or from your car or any motor vehicle covered by this Section.
- Loss, damage, death or injury that happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of **your car**, bringing a load to **your car** for loading or taking a load away from **your car** after unloading it.

- A claim where your car is an automated vehicle and is being driven or used in automated driving mode and the policyholder or person insured at the time of an accident has:
 - made, or permitted alterations to any software which relates to functioning of your car as an automated vehicle, except those provided and/or approved by the vehicle manufacturer and/or;
 - failed to install or permit installation of any safety critical software updates relating to the functioning of your car as an automated vehicle which the policyholder or person insured ought reasonable to have known were safety critical (software updates are safety critical if it would be unsafe to use the vehicle in question without the updates being installed).

Section 3. Personal belongings

We will pay you (or, at your request, the owner) for loss or damage to personal belongings caused by fire, theft or accidental means while they are in or on your car.

The maximum amount payable for any one incident is shown in your schedule.

As well as the personal belongings in **your car**, this Section also covers portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to **your car**. **You** can only claim for personal belongings under this Section.

Important note

A claim can only be made under this section when also making a valid claim which is accepted under 'Section 1. Loss of or damage to your car'.

Section 3.1 Personal belongings – exclusions

We will not cover:

- Money, stamps, tickets, documents or securities (such as share and premium bond certificates).
- Goods or samples carried in connection with any trade or business.
- Tools

Section 4. Emergency treatment

We will reimburse anyone using **your car** for payments made under the Road Traffic Acts for emergency medical treatment.

Section 5. No claim discount

If no claim is made under your policy during the **period of insurance**, **we** will increase your no claim discount at your next renewal in line with the scale outlined within this section. Where a claim has been made **we** may reduce your no claim discount in line with the

scale outlined within this section.

If a claim is made which is not your fault and **we** have to make a payment, **we** will reduce your no claim discount unless **we** can recover all sums **we** have paid from those responsible, except where:

- the accident was the fault of an uninsured driver and **you** have provided **us** with:
 - the other vehicle's registration number, and
 - the other vehicle's driver's name and contact details, or
- you have protected your no claim discount as shown on your schedule.

If your renewal is due and investigations into a claim are still ongoing, **we** may reduce your no claim discount. Once our investigations are complete and **we** have confirmed that the accident was solely the fault of another driver, **we** will reinstate your no claim discount and refund any extra premium **you** have paid.

We do not grant no claim discount for policies running for less than 12 months. If we allow you to transfer this policy to another person, any no claim discount you have already earned will not apply to the person to whom the policy is being transferred.

We will not reduce your no claim discount where the only payments made are for:

- emergency medical treatment under the Road Traffic Acts as provided within Section 4. Emergency treatment;
- repairing or replacing glass in **your car's** windscreen, sunroof or windows (or for any scratches on the bodywork caused directly by the broken glass) under Section 6. Glass;

Third Parties may claim directly against **us** as insurer in the event an accident, involving **your car** as permitted under the European Communities (Rights Against Insurers) regulations 2002. In these circumstances **we** deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.

No claim discount at last renewal date	No claim discount at next renewal date (years)		
(years)	1 Claim	2 Claims	3 Claims
1	NIL	NIL	NIL
2	NIL	NIL	NIL
3	1	NIL	NIL
4	2	NIL	NIL
5	3	NIL	NIL
6 or more years	3	NIL	NIL

Section 5. No claim discount

Protected no claim discount (optional cover)

This is an optional cover and only applies if shown on your schedule. Please check your schedule to see which of **your cars** have protected no claim discount.

Cover purchased	Number of claims	New no claim discount (NCD) entitlement
Protected no claim discount on 3 years	One claim made during any period of insurance	3 years NCD, protection lost
	Two claims made during any period of insurance	1 years NCD, protection lost
	Three or more claims made during any period of insurance	0 years NCD
Protected no claim discount on 4 years*	One claim made during any three year period	4 years NCD, protected
	Two claims made during any three year period	4 years NCD, protection lost
	Three claims made during any three year period	2 years NCD, protection lost
	More than three claims made during any three year period	0 years NCD
Protected no claim discount on 5 years or more*	One claim made during any three year period	5 years or more NCD, protected
	Two claims made during any three year period	5 years or more NCD, protection lost
	Three claims made during any three year period	3 years NCD, protection lost
	Four claims made during any three year period	0 years NCD, protection lost
	More than four claims made during any three year period	0 years NCD

Important

• Protected no claim discount preserves the number of years no claim discount entitlement you have. Your renewal premium may still increase as a result of claims and other factors

• Once you reach protected no claim discount on four years or more please note that any claim made within the last three years will be taken into account and will affect your discount and entitlement accordingly.

*We will take into account any claim(s) with any previous insurer during a two year period prior to taking out this policy (a claim for this purpose is any which would have resulted in loss of your no claim discount.

Section 6. Glass

We will pay for the replacement or repair of the glass in **your car's** windscreen, sunroof or windows if it is lost or damaged or the bodywork of **your car** suffers scratching arising solely from the breakage of glass. The most we will pay will be the **market value** of **your car** at the time of the loss. We may use suitable parts not supplied by the original manufacturer. The excess amount you must pay for any replacement or repair is shown in your schedule.

A claim solely under this Section will not affect your no claim discount.

Important note

You must telephone our motor claims helpline, 0345 030 6902, before any work is carried out. We will direct you to our approved repairer.

Section 7. Continental use

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- Any country which is a member of the European Union.
- Any country which the Commission of the European Communities is satisfied has made arrangements of Article 8 of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

In addition to this minimum cover, the policy provides the cover shown in the schedule in any country in the **territorial limits**, subject to:

- Your car normally being kept in Great Britain or the Isle of Man.
- Use of **your car** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of

Man being of a temporary nature, not exceeding 90 days in any one trip.

Cover includes:

- Transit between countries listed in the territorial limits (including transit to and from the territorial limits);.
- Reimbursement of any customs duty you may have to pay on your car after its temporary importation into any country within the territorial limits, subject to your liability arising as a direct result of any loss of or damage to your car which is covered under 'Section 1. Loss of or damage to your car'.
- General Average contributions, Salvage, Sue and Labour charges whilst your car is being transported by sea between any countries listed in this Section (including transportation to and from the territorial limits) provided that loss of or damage to your car is covered under 'Section 1. Loss of or damage to your car'.

Section 7. Continental use

Important note

• The UK is no longer part of the European Union and **you** will need a Green Card for travel within the **territorial limits**, other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

You can request a Green Card by visiting the Request Green Card section in MyAccount. We recommend you do so two weeks before you are due to travel to make sure the document can be posted and delivered to **you** in time. For some countries, **you** might need an International Driving Permit (IDP). IDPs are available at post offices.

• There is no cover for countries outside the **territorial limits**. We may, however, be prepared to extend cover to certain places by special request, in which case we will provide **you** with a Green Card and an additional premium will be required.

Section 8. Personal accident cover

If **you**, **your partner** or **persons insured** suffer accidental bodily injury as a result of:

- a road traffic accident in direct connection with the use of your car and/or
- travelling in, getting in to or out of **your car** listed in your schedule, **we** will pay an amount as shown in your schedule, if, within three months of the accident, the injury is the sole cause of:
- death.
- irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears.
- loss of any limb which means severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

The most **we** will pay any one person after any accident is shown in your schedule.

The most **we** will pay any one person during any one **period of insurance** is shown in your schedule.

If **you**, **your partner** or **persons insured** have any other policies with **us** in respect of any other car or cars, the injured person can only claim these benefits under one policy. The cover applies irrespective of fault.

Optional – Increased Personal Accident cover

If **you** have purchased the optional 'Increased Personal Accident' extension, please refer to your schedule for details of cover limits.

 Additional benefit for death or serious injury

If **you** suffer death or serious injury as outlined in this Section, **we** will pay an additional benefit amount as shown in your schedule.

Section 8. Personal accident cover

• Physiotherapy cover for minor injuries This extension also provides physiotherapy cover for minor injuries for the you, your partner or persons insured if they are injured as a direct result of your car being involved in an accident. We will refer you quickly to our experienced rehabilitation case management provider and will pay for treatment from a chartered physiotherapist we have appointed who believes treatment will help recovery. The most **we** will pay any one person after any accident is shown in your schedule.

Physiotherapy will end once the rehabilitation case management provider and/or treating physiotherapist advises no further treatment is required, or the limit under this extension has been reached, whichever happens first.

The cover applies irrespective of fault.

Section 8.1 Personal accident – exclusions

We will not pay for death or bodily injury arising from suicide or attempted suicide.

Section 9. Legal protection and advice

Optional - Legal protection and advice

This section provides legal protection and advice in the event of a motoring incident. The cover and services explained in this section only apply if they are shown in your schedule.

Definitions

The general definitions at the beginning of this policy booklet apply where appropriate. The following definition only applies to this section of the policy.

You/your

The persons covered by this section:

the persons insured; and

 any passengers carried in your car at the time of an accident and/or incident, which occurs within the period of insurance.

Motor legal protection explained

 Legal protection to claim costs or compensation after a motor accident or incident

If there is an accident and/or incident involving **your car** which is not **your** fault, **we** will provide **you** with legal protection to pay lawyers' costs to help claim against the person(s) who is responsible.

Section 9. Legal protection and advice

As part of **your** claim **we** will pay to recover **your** financial losses (such as **your** excess and travel expenses) and also obtain compensation if, as a result of travelling in, getting into or out of **your car**, **you** die or sustain personal injury.

Reasonable prospects of success must be present throughout the duration of the claim. This means that the lawyer must believe that it is more likely than not that that **you** will succeed in a claim for those losses. For more information please see 'Reasonable prospects of success explained' under 'Conditions of cover' in this section.

If **you** disagree with the lawyer's view of **your** prospects of success, **you** have the right to appeal. Please see 'Disputes and arbitration' at the end of this section for more information.

In the event the lawyer takes on **your** case but **your** claim is not successful **we** will pay legal costs and fees **you** are held responsible for (up to the maximum amount).

Your schedule shows the maximum amount **we** will pay for any one claim under this cover. This is shown as the 'Legal Expenses – Uninsured loss recovery limit'.

If you need to report an incident or talk to us about a claim call us on: 0345 030 8684

Lines are open 24 hours a day, 365 days a year.

 Legal protection to defend motoring offences

This section provides legal protection to pay lawyers' costs to help defend **your** legal rights if **you** are accused of or have committed an offence under the road traffic laws (e.g. speeding) while using **your car** (including if a conviction would result in **you** being disqualified or suspended from driving).

Cover in this section is subject to cover not already being provided under 'Section 2 – Your liability' in this policy.

Your schedule shows the maximum amount **we** will pay for any one claim under this cover. This is shown as the 'Legal Expenses – Motor prosecution defence limit'.

If **you** need to report an incident or talk to **us** about a claim call **us** on: **0345 030 8684** Lines are open 24 hours a day, 365 days a year.

Motor legal advice helpline explained

You have access to a 24 hour legal advice helpline based in the UK – providing confidential legal advice on any legal matter relating to the use of **your car** (e.g. private car sale).

There are no consultation fees and lines are open 24 hours a day, 365 days a year, all **you** pay for is the phone call.

Call us on: 0345 030 8075

Please ensure **you** have **your** policy number to hand when **you** contact **us**.

What is not covered

We will not pay any costs and expenses:

- which we have not agreed to or authorised;
- incurred prior to our acceptance of a claim;
- resulting from any legal action you take without our prior approval;
- for any fines, penalties, compensation or damages which you are ordered to pay by a court or other authority;

Section 9. Legal protection and advice

- resulting from any claim deliberately or intentionally caused by you;
- resulting from a defence of motoring offences resulting from prosecutions for:
 - dishonesty or violent conduct;
 - drink or drug related offences; or
 - parking offences;
- relating to an application for judicial review;
- for a claim relating to any noncontracting party's rights to enforce all or any part of this section. This means that only **you** may enforce all or any part of this policy and the rights and interests arising from or connected with it. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section;
- for a dispute with us in respect of the policy terms and conditions unless this is covered by the 'Disputes and arbitration' section in this policy;
- for losses already paid by **us** under any other section of this policy.

Conditions of cover

The following conditions apply to this section:

- the incident occurs during the **period** of insurance;
- the incident occurs within the territorial limits;
- any legal proceedings that we have agreed to are dealt with by a court or similar body that we have agreed to within the territorial limits;
- in respect of any appeal or defence of an appeal, it has been reported to us at least 14 days prior to the deadline for any appeal; and
- reasonable prospects of success exist for the duration of the claim. This condition only applies to claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section. Please see the box on the next page for more information.

Reasonable prospects of success explained

Before **we** begin to pursue financial losses or pay any legal costs and expenses **we** will ask the appointed lawyer to discuss **your** claim with **you** and assess the prospects of success.

In respect of all claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section **we** need to establish that it is more likely than not that **you** will:

- make a recovery of damages either in full or in part against the person(s) you believe were to blame;
- recover more than any offer of settlement from the person(s) you believe were to blame;
- make a successful defence of any claims made against you;
- make a successful appeal or defence of an appeal;
- obtain a legal remedy which we have agreed to pursue or defend.

If at any time it is established that **your** claim no longer has a reasonable prospect of success, **we** will confirm this in writing to **you**. **We** will pay for all costs and expenses **we** have agreed or authorised prior to the change in prospects of success. **You** have the right to continue the legal proceedings but this will be at **your** own expense and **we** will not pay any legal costs and fees **you** may be held responsible for after the confirmation in writing.

Your claim

How to claim

- Before **you** call, please make sure **you** have **your** policy number, car registration and incident date ready to hand.
- Call us to register your claim:
- for legal protection to claim costs or compensation after a motor accident or incident, or for legal protection to defend motoring offences, please call the motor legal helpline on: 0345 030 8684.

Lines are open 24 hours a day, 365 days a year.

Legal representation

On receipt of a claim, **we** will appoint a lawyer to act for **you**.

If it is necessary to start court proceedings, **you** are free to nominate an alternative lawyer by sending the lawyer's name and address to **us**.

If there is a conflict of interest or **we** do not agree to **your** choice of lawyer, **you** may choose another representative. If there is still a disagreement, **we** will ask the president of the relevant national law society to choose a suitably qualified person. In this circumstance both parties are obliged to accept this choice of representation.

Section 9. Legal protection and advice

The legal costs and expenses we will pay for

We will pay the following:

- reasonable legal costs and expenses incurred in respect of your claim; and/or
- legal costs and expenses, which we have agreed to or authorised, which you have been held responsible for or ordered to pay by a court or similar body.

In determining whether or not costs are reasonable, **we** will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable. Specific factors **we** will take into account in making this determination are:

- the amount of any financial losses being claimed;
- the value and complexity of the case;
- the geographical location of the person and the other party to the action;
- the conduct and actions of the other party;
- the normal level of legal costs and expenses a similar specialist lawyer appointed by us would charge.

Conditions relating to your claim

- Incidents must be reported to us within 180 days after the date you discovered the incident.
- You must allow us direct access to the appointed lawyer who will provide us with any information or opinion on your claim.

- You must provide us with any information or instructions that we may reasonably ask for in relation to your claim. If we do not receive all the information or instructions we need we may delay or suspend your claim.
- You must notify us immediately if the approved lawyer receives a formal offer to settle a claim or to make a payment into court.
- If you do not accept a payment into court or any offer where the appointed lawyer advises that this is a reasonable payment or offer, we may refuse to pay further legal costs and expenses.
- No agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.
- You must support us in the recovery (from the person(s) who you believe were responsible) of any legal costs and expenses that we have paid and pay those legal costs and expenses to us.
- In respect of the following, if **you**:
 - settle or withdraw a claim without our prior agreement;
 - do not give suitable instructions to the appointed lawyer; or
 - dismiss an appointed lawyer without our prior consent, (please see the 'Legal Representation' and 'Disputes and arbitration' sections for more information about appointing representatives),

the cover **we** provide in respect of this claim will end immediately and **we** will be entitled to reclaim any costs and expenses **we** have incurred.

Section 9. Legal protection and advice

Disputes and arbitration

If any difference arises between **us** and **you** in respect of the:

- acceptance;
- refusal;
- control; or
- handling

of any claim under this section, **you** can take the following steps outlined in our Complaints procedure.

You have the right to refer any such difference that arises between **us** and **you** to arbitration which will be decided by Counsel chosen jointly by **us** and **you**. If there is a disagreement with regard to the choice of Counsel, **we** will ask the president of the relevant national law society to choose a suitably qualified person.

The decision shall be final and binding on both **us** and **you**.

All costs for resolving the difference will be met by the party against whom the decision is made.

General exclusions

General exclusions apply to the whole of your policy.

What **we** will not pay for:

- Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
 - Used otherwise than for the purposes described under the 'Limitations as to use' section of your certificate of motor insurance; or
 - **b.** Driven by, or is in the charge of any person for the purposes of being driven who:
 - Is not described under the section of your certificate of motor insurance headed 'Persons or classes of persons entitled to drive', or does not have a valid, current and appropriate (for the type of vehicle) licence to drive your car; or
 - **ii.** Is not complying with the terms and conditions of the licence.

We will not withdraw this cover,

- i. While your car is in the custody or control of:
 - A member of the motor trade for the purposes of maintenance or repair; or
 - An employee of a hotel or restaurant or car parking service.
- ii. If the injury, loss or damage was caused as a result of the theft of your car.
- iii. By reason of the person driving not having a driving licence, if you had no knowledge of such deficiency.

- iv. if your car is being used by you or any person insured in connection with unpaid voluntary work.
- Any liability **you** have agreed to take on except to the extent **you** would have had that liability if that agreement did not exist.
- Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss; or
- Any legal liability that is directly or indirectly caused by, contributed to by or arising from:
 - a. Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - a. War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

General exclusions

- b. Any action taken in controlling, preventing, suppressing or in any way relating to (a) above except to the extent that it is necessary to meet the requirements of the Road Traffic Acts.
- Any accident, injury, loss or damage if **your car** is registered outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- any loss or damage arising from a deliberate act by you or any person driving or using your car.
- any accident, injury, loss or damage arising from use of your car while taking part in a Track day.
- Any accident, injury, loss or damage which happened whilst you or any person insured to drive your car as named on your certificate of motor insurance was driving your car and was arrested and charged with:
 - being over the legal limit for alcohol or drugs
 - driving whilst unfit through alcohol or drugs, whether prescribed or otherwise
 - failing to provide a sample of breath, blood or urine when required to do so, without lawful reason

If convicted of any of these offences, our liability under Section 2, will be restricted to meeting obligations under the Road Traffic Acts. In those circumstances **we** will recover from **you** and/or the **person insured** driving **your car** all sums paid in respect of any claim arising from the accident.

General conditions apply to the whole of your policy.

The contract of insurance

The following elements form the contract of insurance between the **policyholder** (who acts on behalf of himself/herself and each **person insured**) and **us**, please read them and keep them in a safe place:

- your policy booklet;
- information contained on your application and/or statement of fact document as issued by us;
- your Information Provided By You (IPBY) and schedule – including any clauses (changes in the terms of your policy) shown on it.
- certificate of motor insurance;
- Information under the heading "Important Information" which we give you when you take out or renew your policy;
- changes to this policy or important information we give you at renewal.

Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

- For existing customers who pay monthly under the Quotemehappy.com monthly credit facility the **policyholder** enters into a new contract of insurance with **us** commencing on the cover start date shown on your renewal schedule.
- For existing customers who pay annually other than as set out in paragraph (i) above, the **policyholder** enters into a new contract of insurance

with **us** commencing on the date when the policyholder agrees to renew the policy and to pay the premium. Persons insured will be covered for the **period of insurance** shown on your renewal schedule.

Accurate Information

You must always take reasonable care to give full and correct answers to the questions **we** ask. If **you** don't give **us** full and correct information, **we** may:

- change your premium, excess or cover
- refuse to pay all or part of a claim or cancel your cover.

Claims procedures

Your duties

You must contact **us** as soon as reasonably possible and provide all the information, documents, evidence and help **we** need to settle your claim or pursue a recovery.

Anyone claiming under this policy or anyone acting on their behalf must let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of an incident or if there is to be an inquest or a fatal accident inquiry.

Anyone claiming under this policy must not admit to any claim, promise any payment or refuse any claim without our consent.

You must notify the police as soon as reasonably possible if **your car** is lost, stolen or broken into.

Our rights

If we want to, we can take over and conduct in the name of the person claiming under the policy the defence or settlement of any claim or take proceedings for our own benefit to recover any payment we have made under this policy. The person who is seeking payment under this policy shall give **us** all the relevant information, documents and assistance **we** require to enable any claims to be validated for **us** to achieve a settlement or pursue a recovery.

We shall have full discretion in the conduct of any proceedings or the settlement of any claim.

Information	Documents	Assistance
 Details of third parties and witnesses Statement of events Sketch or photograph of the accident scene Correspondence received from another party (including court papers) 	 Driving licence Proof of identity and address Vehicle documentation such as V5, MOT and proof of purchase Receipts and invoices Finance documents 	 Attendance at court Meetings with solicitors or us

Cancellation rights Your rights

You can cancel this policy and/or remove optional covers at any time via your My account.

Your cancellation rights in the 14 day statutory cooling off period are shown in the Section headed 'Your Policy' within this booklet.

The table headed `Our administration fees' at the front of this booklet gives details of when a cancellation fee will be charged.

Our rights

We may cancel this policy or optional covers where there is a valid reason, for example where:

• you have not paid your premium (including non-payment of instalments under a Quotemehappy.com monthly credit facility). If premiums or instalment payment(s) are not paid when due, we will write to you requesting payment by a specific date. We will give you at least 14 days' notice in writing if we intend to cancel due to non-payment under a Quotemehappy.com monthly credit facility. If we receive payment by the date set out in the letter, we will take no further action. If we do not receive payment by this date, we will cancel the policy and/or any cover options from the cancellation date shown in the letter;

- we reasonably suspect fraud;
- you or any person insured has failed to co-operate with us and this affects our ability to process a claim or defend our interests;

 or you have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where **we** cancel **we** will always give at least seven days' notice, by post or email, to the last address **you** have given **us** and explain why. The exception is where **we** have evidence that **you** have acted fraudulently or deliberately given **us** incorrect or incomplete information when **we** may cancel your policy without notice and backdate the cancellation to the date when this has happened, which could be when **you** first bought your policy.

Important Note:

It is the **policyholder's** responsibility to notify all **persons insured** that this policy has been cancelled.

Will I get a premium refund?

- If your policy or any optional covers are cancelled before the covers starts, we will refund the premium you have paid for the cancelled cover; or
- if the cancellation is after cover has started your refund will be based on how many days are left in the **period** of insurance which you have paid for. We will also charge a cancellation fee of £50.00 plus Insurance Premium Tax at the appropriate rate. (See 'Our administration fees' table at the front of this booklet).

The refund set out above will not apply if **we** cancel your policy because of fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Other insurance

If at the time of an incident that leads to a claim on this policy there is any other insurance covering the same loss, damage, expense or liability, **we** are entitled to approach that insurer for a contribution towards the claim and will only pay our share. This condition does not apply to any benefits under Section 3 – Injury to you or your partner. This provision will not place any obligation on **us** to accept any liability under Section 2 – Your liability, which **we** would otherwise be entitled to exclude under Exclusion 1 to Section 2.

Your duty to prevent loss/damage

You and all **persons insured** must take reasonable care to safeguard **your car** to prevent accidents, **theft**, loss or damage.

You shall maintain **your car** in a roadworthy condition and install any safety critical software updates made available by the vehicle manufacturer.

You must not modify, install or permit the installation of software except those provided by and/or approved by the vehicle manufacturer.

Your duty to comply with policy conditions

Our provision of insurance is conditional upon all persons who seek benefits under the policy observing and fulfilling the terms, provisions, conditions and clauses (changes in the terms of your policy) of this policy.

Fraud

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you. We may also take legal action against you to include recovery of any sums paid to you in respect of the fraudulent claim. If the fraudulent claim is made by you, we may cancel the policy immediately and backdate the cancellation to the date of the fraudulent claim. If the fraudulent claim is made by any person insured, we may remove all cover for that person from the date of the fraudulent claim.

Payments made under compulsory insurance regulations and rights of recovery

If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed, **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

Direct right of access

Third parties may contact **us** directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002.

In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.

Monthly payment plan

If **you** are paying the premium using Quotemehappy.com monthly credit facility, **you** must make the regular monthly payments as required in the credit agreement. If **you** do not do this, **we** may cancel this insurance as set out in the General Conditions section of this policy booklet.

Complaints procedure

Our promise of service

Our goal is to give excellent service to all our customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all our customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome your feedback. **We** will record and analyse your comments to make sure **we** continually improve the service **we** offer.

What will happen if you complain

- **1. We** will acknowledge your complaint promptly.
- 2. We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of your insurance we would encourage **you**, in the first instance, to seek resolution by contacting:

- If you have a complaint about a claim you can email us at claimproblem@ quotemehappy.com or go to www.quotemehappy.com/not-happy whichever suits you and ask your contact to review the problem.
- If your complaint is regarding anything else you can email us at <u>https://help.</u> <u>quotemehappy.com/</u> and ask your contact to review the problem.

If **you** are unhappy with the outcome of your complaint **you** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower London E14 9SR Telephone: 0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect your right to take legal action.

Customer comments

If **you** have any comments or suggestions about our cover, services or any other feedback please email **us** at https://help.quotemehappy.com/.

We always welcome feedback so we can improve our products and services.

To find out more about us and the other things we do, visit www.quotemehappy.com. To report an accident, call us straightaway on 0345 030 6902. And if you hear from another party about your claim, ask them to get in touch with us instead. For our joint protection calls may be recorded and/or monitored.



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