



MINI FLEX CAR INSURANCE.
POLICY WORDING.



HOW TO CONTACT US.

Email **us** at miniflex@mini-car-insurance.co.uk or contact **us** through **our** in app chat.

Need to make a claim?

Call **our** claims specialists on 0330 058 4099.

For more useful information on what to do if **you** have an accident see 'How to make a claim' in **your** Policy.

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MINI FLEX CAR INSURANCE POLICY WORDING.

AN EXPLANATION OF YOUR POLICY WORDING.

This is **your** MINI Flex Car Insurance policy which is administered and managed by Wrisk Transfer Limited and underwritten by Highway Insurance Company Limited. It is made up of several parts which must be read together as they form part of **your** contract. **We've** used the answers **you've** given **us** to arrange **your** insurance cover, as shown in the Statement of Facts. Please take time to read all parts of the policy to make sure that they meet **your** needs and that **you** understand the terms, exclusions and conditions. If **you** wish to change anything or if there is anything that **you** do not understand, please let **us** know. If **you** would like **your** documents sent to **you** in the post then please contact **us** at miniflex@mini-car-insurance.co.uk or through **our** in app chat and **we** would be happy to arrange this.

This policy includes:

- this explanation, the General Exclusions and General Conditions, which apply to all sections of the policy unless otherwise stated;
- Core Cover: the sections of the policy that are always provided;
- Additional Options: the sections of the policy selected by **you**;
- the **Schedule**: this document includes **your** details and specifies any limits and **Endorsements** applying to the policy. It also sets out the options **you** have chosen under the policy;
- the **Certificate of Motor Insurance**

Please tell **us** if there are any changes to **your** circumstances which could affect **your** insurance. There are some changes **you** should tell **us** about before they happen, for example, if **you** intend to change **your car** or if **you** wish to include other drivers.

Please refer to General Condition 8 of this policy.

If **your** circumstances change and **you** do not tell **us**, **you** may find that **you** are not covered if **you** need to make a claim.

In return for the premium being paid, **we** will insure **you** under the conditions of the policy for any insured event which takes place within the **Territorial limits**.

Signed on behalf of Wrisk Transfer Limited:



Caroline Garrow
Head of Insurance

HOW TO MAKE A CLAIM.

IF YOU HAVE AN ACCIDENT:

1. Always stop and make sure **you** and **your** passengers are safe;
2. if anyone is injured or the accident is blocking the road, call the emergency services;
3. call **our** claims specialists on 0330 058 4099 (lines are open 24 hours a day, 7 days a week) who will take details of **your** claim. They will also put **you** in touch with **our** accident recovery service. If **your car** is not in a roadworthy condition or is immobile, they will arrange for **you** and **your** passengers to be taken home or to **your** original destination, and **your car** to be transported to the nearest or **your** local **Authorised Centre** whatever the distance, or to a garage of **your** choice, provided that is within ten miles of the accident or the address in the **schedule**;
4. do not accept blame or admit responsibility for the accident;
5. provide **our** claims specialists with the following details as soon as **you** can:
 - the registration number of any other vehicle involved in the accident together with the name and address of the driver;
 - name, address and insurance details of any driver who **you** think is responsible for causing the accident. Under the terms of the Road Traffic Act 1988 **you** must also provide the same details to anyone who holds **you** responsible;
 - obtain the names and addresses of anyone who witnessed the accident.

If and when safe to do so, and possible, take photographs of the accident scene and damage to the vehicle(s)/property involved.

In providing accident recovery assistance the claims specialist will use reasonable care and skill when providing the service. This will include liaising closely with local authorities and emergency services in adverse weather conditions to ensure the accident recovery service can be provided when it is safe to do so.

WINDSCREEN AND GLASS CLAIMS.

If **your** windscreen or other **glass** in **your car** has been damaged, call **our** claims specialists on 0330 058 4099 (lines are open 24 hours a day, 7 days a week).

If **your** windscreen or **glass** is replaced **you** will have to pay the **Excess** shown in the windscreen section of **your Schedule**.

FINANCIAL SERVICES COMPENSATION SCHEME.

In the unlikely event that **we** cannot meet **our** obligations, **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

Further information about compensation scheme arrangements is available at **www.fscs.org.uk**, or by emailing **enquiries@fscs.org** or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

HOW TO MAKE A CLAIM.

THE BENEFITS OF USING THE AUTHORISED CENTRE ARE:

- you will not need to obtain estimates;
- if **your car** is a MINI, all **Authorised Centres** will work to the highest MINI standards of repair using fully trained technicians, working with approved equipment and following MINI technical repair methods. Quality and Safety are synonymous with the **Authorised Centres** and provide the assurance that **your** car will be returned to **you** in its pre-accident condition. The work carries a Lifetime Workmanship Guarantee providing it is inspected annually by a MINI **Authorised Centre** and until ownership of the car changes.
- if an authorised MINI Centre or MINI Approved Bodyshop is not available then the **Authorised Repairer** will use the Retail Motor Industry Federation (RMI) quality control standard. Their work is guaranteed for five years and can be extended to a lifetime guarantee if **you** meet their terms and conditions. **Your** local **Authorised Repairer** can explain more about the lifetime repair guarantee;
- the bill will be settled directly with them, although **you** will need to pay the **Excess** and any other amount that **you** will have been told about in advance;
- **you** can arrange for **your car** to be collected from **your** home or place of work and they will also deliver it to **you**;
- **your** car will be washed and cleaned before it is returned to **you**.

HOW TO MAKE A COMPLAINT.

Our aim is to get it right, first time, every time. If **you** believe that **we** have not delivered the service **you** expected, **we** want to hear from **you** so that **we** can address **your** complaint.

If **you** have a complaint, please contact **us** at: MINI Car Insurance, Suite 205, CEME, Marsh Way, Rainham, Essex RM13 8EU

Email: miniflex@mini-car-insurance.co.uk

Once **we** have received a complaint **we** will:

- acknowledge your complaint promptly and in writing;
- endeavour to resolve the problem within 3 working days. If **we** cannot do so **we** will let **you** know when an answer can be expected.

If **we** have not resolved the situation within 8 weeks **we** will provide **you** with our final response letter including details of the Financial Ombudsman Service.

You have the right to refer your complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of the date of our final response letter.

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

If you would like a free copy of our complaints handling procedure, please let us know.

Financial Ombudsman Service contact details:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR Website: www.financial-ombudsman.org.uk

Telephone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **you** choose to submit **your** complaint via the Online Dispute Resolution Service, it will be forwarded to the Financial Ombudsman Service.

Visit ec.europa.eu/odr to access the Online Dispute Resolution Service. Please quote **our** e-mail address: miniflex@mini-car-insurance.co.uk

Using **our** complaints procedure or contacting the Financial Ombudsman Service does not affect **your** legal rights.

MINI FLEX CAR INSURANCE CORE COVER.

THE MEANING OF WORDS.

Any word or expression within the policy which has a specific meaning has the same meaning throughout the policy wherever it appears (as shown below) unless otherwise stated.

Assault – a sudden and unexpected attack by an unknown third party with deliberate intent to cause **bodily injury** at an identifiable time and place following a road accident within the **Territorial limits**.

Anniversary – 12 months from the start date of **your** policy and each 12-month interval thereafter.

Authorised Centre – an authorised MINI Centre or MINI Approved Bodyshop in the UK.

Authorised Repairer – an alternative repair centre chosen by **Us** if an **Authorised Centre** is not available.

Billing date – The recurring monthly date when **your** insurance premium is payable to **us**.

Bodily injury – any injury which is caused by accidental means or following **Assault**, and which within 52 weeks from the date of the accident shall result in death, **loss of limb(s)** or **loss of eye(s)**, **loss of hearing**, **loss of speech**, or **permanent total disablement** of a driver and/or passengers.

Car – a mechanically propelled vehicle, not being a motorcycle, which is intended for use on public highways, is constructed to carry no more than eight people including the driver and is not constructed or adapted for carriage of goods.

Certificate of Motor Insurance – The document issued by **us** showing that the policy provides the cover **you** need to comply with the relevant laws in the United Kingdom, Channel Islands, and mainland Europe. It shows who is entitled to drive **your car** and the purposes for which **your car** can be used.

Driver – anyone named on the Certificate of Motor Insurance as being entitled to drive **your car**.

Endorsement – changes to the terms and conditions of **your** policy which will be shown on **your Schedule**.

Excess/Excesses – the amount **you** will have to pay if **you** make a claim regardless of who was to blame. This will be shown on **your Schedule**.

Family member – mother, father, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, common law partner (defined as living together at the same address and including same sex relationships).

Glass – any **glass** in the windscreen, windows, sunroof of **your car**.

Insured incident – an accident, fire, theft, attempted theft or act of vandalism which results in the immobilisation of **your car**.

Insured person(s) – means the policyholder named on the **Schedule** and any other driver named in the **Schedule** or is a passenger in **your car** and is not a hitch-hiker.

Loss of eye/eyes – permanent and total loss of sight which shall be considered as having occurred if the driver and/or passenger's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

Loss of hearing – total permanent and irrecoverable loss of hearing.

Loss of limb or limbs – shall mean the permanent and complete loss of a limb or limbs by physical separation at or about the wrist or ankle or the permanent and complete loss of use of a limb or limbs.

Loss of speech – total, permanent and irrecoverable loss of speech.

Market value – the cost of replacing **your car** at the time of the loss or damage taking into account its make, model, specification, age, mileage and condition. This will not exceed the estimate last supplied by **you**.

Medical expenses – reasonable charges **you** are legally liable for in respect of first aid, dental, prosthetic devices, ambulance, hospital, rehabilitation, medical, surgery, x-ray and professional nursing service.

Modification – we consider a **modification** to be any alteration to **your car** from the manufacturers standard specification. This includes cosmetic changes to bodywork such as body kits, spoilers and alloy wheels or performance changes to the suspension, brakes, exhaust or engine management system. Optional extras fitted at the point of manufacture and retailer fitted accessories are not considered **modifications**.

Passenger – any person travelling in **your car**.

Period of insurance – the period **you** are covered for as shown on **your Certificate of Motor Insurance**.

Permanent total disablement – shall mean disablement, caused other than by loss of limb, eye, hearing or speech, which has lasted for 52 consecutive weeks and which will prevent the driver or passengers from engaging in gainful employment of any and every kind for the remainder of their life.

Prejudicial claim – any claim made against **your** policy resulting in **us** making a payment which cannot be recovered in full, or an outstanding claim for which responsibility has not been decided.

Schedule – a document which includes **your** details and specifies any limits and **Endorsements** that apply to **your** policy.

Territorial limits – the United Kingdom, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, the Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City.

MINI FLEX CAR INSURANCE CORE COVER.

The insurer – Highway Insurance Company Limited.

We, us, our – Wrisk Transfer Limited where appropriate may include **the insurer** and any third party used on our behalf.

You, your – the policyholder named on the **Schedule**.

Your car – the car described by its registration number on **your Certificate of Motor Insurance** and **your Schedule** plus its accessories including children's car seats and permanently fitted audio, visual, multimedia, navigational, communication or personal computer equipment, provided it is powered exclusively by **your car's** electrical system.

SECTION 1: YOUR LIABILITY TO OTHERS.

CLAIMS UNDER THIS SECTION WILL AFFECT YOUR NO CLAIMS BONUS.

WHAT IS COVERED.

1. Cover provided for you.

We will pay all the amounts **you** legally have to pay as a result of driving or using **your car** and any trailer, caravan or vehicle being towed by it if **you**:

- cause the accidental death of or **bodily injury** to any person;
- cause accidental damage to anyone's property.

In respect of accidental damage to property, **we** will not pay any more than £20 million including all costs (or any higher limit provided for by local legislation in territories outside the United Kingdom but within the **Territorial limits**) for any one occurrence or series of occurrences arising from one cause.

2. Cover provided for other people.

We will provide the same cover in **Section 1** above to the following people:

- anyone **you** allow to drive or use **your car** and are included as persons entitled to drive **your car** on **your Certificate of Motor Insurance**;
- anyone travelling in, getting into or out of **your car**;

3. Legal fees and expenses.

If there is an accident which is covered under this policy, **we** may at **our** discretion, subject to written agreement, arrange and pay for:

- a solicitor or barrister to represent anyone insured under this policy at a coroner's inquest or criminal court;

4. Emergency medical treatment.

If there is an accident which is covered under this policy, **we** will pay for emergency medical treatment which is required under compulsory motor insurance legislation in force within the **Territorial limits** of this policy.

5. Foreign Travel.

This section provides the minimum cover **you** need by law to use **your car** in the **Territorial limits**. Please refer to **Section 7: Foreign Travel** for full details of the enhanced cover included.

WHAT IS NOT COVERED.

- Loss of or damage to **your car** unless covered by another section of this policy.
- Liability for loss of or damage to property which belongs to **you** or is held in trust by **you** or is in **your** care, custody or control under this section of the policy.
- Liability for loss of or damage to property which belongs to a **driver**, is held in trust by or is in the care, custody or control of anyone **you** allow to drive **your car** and who is included as a person entitled to drive **your car** in **your Certificate of Motor Insurance**.
- Liability incurred by anyone who is covered under any other policy.
- Liability caused by using **your car** on any part of an aerodrome, airport, airfield, or military base where aircraft can go.
- Loss, damage or legal liability shown in the **General Exclusions**.
- Loss or damage to any trailer, caravan or vehicle being towed by **your car**.
- Liability arising from loading or unloading any livestock being carried in a trailer whether attached or detached.
- Damage to **your car** whilst **your car** is being driven outside the United Kingdom, the Channel Islands or the Isle of Man, subject to the **Foreign Travel** section.

MINI FLEX CAR INSURANCE CORE COVER.

SECTION 2: LOSS OF OR DAMAGE TO YOUR CAR.

For the purposes of this section only the **Territorial limits** are defined as the United Kingdom, the Channel Islands and the Isle of Man.

CLAIMS UNDER THIS SECTION WILL AFFECT YOUR NO CLAIMS BONUS.

WHAT IS COVERED.

1. Damage to Your car.

In the event of loss or damage (including loss or damage due to fire or theft or attempted theft) to **your car**, **we** will:

- pay for the damage to be repaired, up to the **Market value** of **your car**; or
- replace with original MINI parts (or parts approved by the appropriate manufacturer for non-MINI cars) any parts damaged if this is more cost effective; or
- settle **your** claim by making full and final payment which will not exceed the **Market value** of **Your car**.

If an attached roof box was affected by an event of loss or damage to **your car**, **we** will pay up to £750 for its repair or replacement.

2. Lease hire or hire purchase.

If **you** have hired or purchased **your car** under a lease hire or hire purchase agreement, **we** may be required to make payment to the owners. In that event, **our** payment will be full and final settlement of **our** liability under this section of **your** policy.

3. Electric cars – Leased Batteries.

In the event of loss or damage insured under this section, **we** may be required to make payment to the owner of **your car's** battery, or batteries, if the battery is leased or hired.

4. Replacement locks.

If the keys, transmitter, or immobiliser key for **your car** are lost or stolen, **we** will pay the cost of changing the locks and providing **you** with replacement keys as long as **you** report the loss to the police within 24 hours of discovering it. **We** will pay up to £1,000.

5. Replacement car.

If **Your car** is under a year old and is either stolen and not recovered or is damaged to the extent that the cost of repair is more than 50% of the manufacturer's last United Kingdom list price (including VAT) of an identical new car at the time of loss or damage;

we will, at **your** request, replace **your car** with a new car of the same make, model and specification.

WHAT IS COVERED. (Cont).

We will only do this if all the following conditions are met:

- **you** have owned the car (or **you** have hired it under a lease or hire purchase agreement) since it was first registered as new;
- **your car** is a United Kingdom specification model, bought from an **Authorised Centre** in the United Kingdom;
- We have **your** permission (or the hire purchase company's permission) to replace **your car**; and
- the model is still available from an **Authorised Centre** in the United Kingdom at the time of loss or damage.

If the above conditions are not met, **we** will settle **your** claim by paying **you** the equivalent cost of replacing **your car** with one of the same make, model, specification, age and condition.

6. Unavailable parts.

If any part or accessory is not available, the most **we** will pay is the cost shown in the manufacturer's last United Kingdom list price plus a fitting cost.

If the part is not listed in the manufacturer's last United Kingdom list price, **we** will pay the cost of an equivalent part listed plus a fitting cost.

7. Salvage.

If **we** settle **your** claim by replacing **your car** or paying **you** the **Market value**, **your car** will become **our** property.

If **your car** has a personalised registration, **you** may retain this subject to DVLA (Driver and Vehicle Licensing Agency) rules and regulations.

8. Courtesy Car.

If **your car** can be repaired by an **Authorised Centre** **we** will arrange and pay for a courtesy car whilst your car is being repaired. **We** will make all the delivery arrangements and also insure the courtesy car to the same extent as **your car**.

In the event of a fault accident or theft of **your car**, **you** will be provided with a class A **car** offered by the MINI network.

In the event of a non-fault accident, **you** will be provided with a like for like courtesy car.

If **your car** is assessed as being beyond economical repair (total loss), **you** may keep the courtesy car for a period of up to 14 days.

MINI FLEX CAR INSURANCE CORE COVER.

WHAT IS NOT COVERED.

- Loss or damage to **your car** following theft or attempted theft if it was unoccupied at the time of the loss or damage, unless **your car** was locked and the ignition key or other removable ignition device was not left unattended in, on, or in the immediate proximity of **your car**.
- Loss or damage to **your car** resulting from fraud or deception (including as a result of or in connection to the use of counterfeit money or another form of payment which a bank or building society will not authorise).
- Audio/visual, communication, navigational or in-car entertainment unless it is standard equipment for **your car** when built or fitted by an **Authorised Centre**. Such equipment must be permanently fitted to **your car** and powered solely via **your car's** electrical system.
- **You will have to pay the Excess of any claim as shown in your Schedule.** The **Excess** will not apply if **your** claim is solely for the replacement of locks following the loss of your keys.
- Any damage to leased batteries due to wear and tear.
- Any loss or damage as a result of theft of or the unauthorised taking of **your car** by a **family member** or anyone who lives with **you**, unless you report them to the police for taking **your car** without **your** consent.
- Wear and tear, mechanical, electrical, electronic, or computer failures, breakdowns or breakages.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss of value following repairs to **your car**.
- Loss of use of **your car** or other indirect or consequential loss not explicitly covered under this policy.
- Costs of fuel, oil and other items **you** use in the courtesy car during this period of hire.
- The cost of any hire car other than the Courtesy Car which is hired by **you** under any Car Hire agreement or the cost of any hire car which is hired under an agreement made outside the United Kingdom, the Channel Islands and the Isle of Man.

NO CLAIMS BONUS.

For every year between two **Anniversaries** of **your** policy during which there has been no **Prejudicial claims** made under this policy, **we** will give you a no claims bonus (NCB) on **your** premium when **you** reach the next annual **Anniversary** of **your** policy (as shown below).

The following *will not* affect **your** no claims bonus:

- payments made for **glass** repairs and for bodywork scratched as a direct result of a damaged window, windscreen or sunroof under the Windscreen Cover section.
- claims where **you** or a driver included as a person entitled to drive **your** car under **your Certificate of Motor Insurance** are not at fault, as long as **we** have recovered all payments from those who are responsible.

If **you** do make a claim, **your** NCB will be affected as shown in the table below unless **you** have purchased the No Claims Bonus Protection option:

	NCB at next annual anniversary			
NCB at inception	No claims	1 claim	2 claims	3+ claims
0	1	0	0	0
1	2	0	0	0
2	3	1	0	0
3	4	2	0	0
4	5	3	1	0
5	6	3	1	0
6	7	3	1	0
7	8	3	1	0
8	9	3	1	0
9+	10	3	1	0

MINI FLEX CAR INSURANCE CORE COVER.

SECTION 3: UK ACCIDENT RECOVERY.

This section of **your** policy explains **your** cover, terms and conditions and the procedures **you** must follow should **you** require assistance after an **Insured incident**. It does not provide any cover in respect of breakdown of **your car**. Our accident recovery service is designed to provide comprehensive assistance to **you** after an **Insured incident**.

CLAIMS UNDER THIS SECTION WILL AFFECT YOUR NO CLAIMS BONUS.

WHAT IS COVERED.

1. UK Accident Recovery and onward travel.

We will pay the cost of protecting and removing **your car** to the nearest or **your** local **Authorised Centre** whatever the distance, or to a garage of **your** choice, provided that is within ten miles of the accident or the address in the **schedule**, so long as **your car** is not in a roadworthy condition or immobile. We will take **your car**, up to six insured persons and **your** domestic dogs and cats to **your** destination in the UK, Channel Islands and Isle of Man after an **Insured Incident**.

We will also pay the cost of delivering **your car** back to **you** (at **your** home in the United Kingdom, the Channel Islands or the Isle of Man) after it has been repaired.

You and **your** passengers must be with **your car** when the repair or recovery vehicle arrives, unless **you** have made other arrangements with us.

2. Emergency overnight accommodation and travel expenses.

Following an **insured incident** where **you** are unable to use our **accident recovery** service to transport the persons or domestic dogs and cats being carried to the intended destination due to:

- hospitalisation of any persons in **your car**; or
- **your** domestic dogs and cats needing veterinary care; or
- any person in **your car** required to help police with their enquiries.

We will pay up to £250 for:

- emergency overnight accommodation;
- travel expenses for any person or pet carried in **your car**.

WHAT IS NOT COVERED.

We will not provide cover for the following:

In respect of emergency accommodation:

- any accident that occurs within 50 miles of **your** home or the final destination;

WHAT IS NOT COVERED. (Cont)
<ul style="list-style-type: none">• accommodation in a hospital;• accommodation of pets in a veterinary hospital or similar establishment;• any fees charged for veterinary treatment.

MINI FLEX CAR INSURANCE CORE COVER.

SECTION 4: WINDSCREEN COVER.

WHAT IS COVERED.

If the windscreen or the **glass** of **your car** is damaged, **we** will pay for its replacement or repair up to the Market **value** of **your car**. **We** will also pay for repairs to **your car's** bodywork scratched by broken **glass**.

Providing there is no other damage and no claim is made under any other section of the policy, any claim for payment for **glass** replacement or repair under this section will not affect **your** no claims bonus.

WHAT IS NOT COVERED.

You will have to pay the windscreen **Excess** as shown in **your Schedule** if the windscreen or **glass** is replaced. If the windscreen or glass is repaired, then **you** will not have to pay this **Excess**.

Damage to lights or reflectors and damage caused by their breakage.

Any damage deliberately caused by **you** or anyone else insured under this policy.
Any liability for inherent defects in the windscreen.

SECTION 5: CAR CONTENTS INCLUDING PERSONAL BELONGINGS.

CLAIMS UNDER THIS SECTION WILL AFFECT YOUR NO CLAIMS BONUS.

WHAT IS COVERED.

Up to £1,000 for personal belongings while in **your** locked car or any attached trailer or locked roof box if they are lost or damaged by an accident, fire, theft or attempted theft.

WHAT IS NOT COVERED.

We will not provide cover for the following:

- Money including cash, cheque books, credit, debit, cheque and loyalty cards.
- Securities (financial certificates such as shares and bonds).
- Goods samples or equipment which **you**, or any person insured by this policy carry in connection with any trade or business which is owned by any business.
- Theft of jewellery including watches, laptops, MP3 players and other unfixed audio, visual, navigation or communication equipment (including mobile phones) if **your car** is unoccupied, unless placed in the locked boot, locked glove compartment or locked roof box, and the keys are removed from **your car**.

MINI FLEX CAR INSURANCE CORE COVER.

SECTION 6: CHILD CAR SEAT.

CLAIMS UNDER THIS SECTION WILL AFFECT YOUR NO CLAIMS BONUS.

WHAT IS COVERED.
<p>If you or anyone else insured under this policy has a child car seat in your car and your car is involved in an accident which involves impact damage, we will replace the child car seat with a new child car seat of equivalent quality.</p> <p>We will replace the child car seat even if the child car seat itself is not damaged.</p>
WHAT IS NOT COVERED.
<p>n/a</p>

SECTION 7: FOREIGN TRAVEL.

CLAIMS UNDER THIS SECTION WILL AFFECT YOUR NO CLAIMS BONUS.

WHAT IS COVERED.

This section gives **you** and anyone included as a person entitled to drive **your car** on **your Certificate of Motor Insurance**, the full cover shown in the **Schedule** in any country in the **Territorial limits** for up to 90 days in any 12-month period.

You may need a green card or a bail bond if **you** want to travel within or between the **Territorial limits**.

If **you** want cover outside the **Territorial limits**, **you** must tell **us**. **We** may provide cover and **you** may need to pay an extra premium.

1. Returning your car to the United Kingdom, the Channel Islands or the Isle of Man after an insured incident.

If **your car** is repaired before **your** scheduled return to the United Kingdom, the Channel Islands or the Isle of Man, then **you** will be responsible for returning **your car** to the United Kingdom, the Channel Islands or the Isle of Man at **your** own cost and for all associated costs.

If **Your car** cannot be repaired before **your** scheduled return to the United Kingdom, the Channel Islands or the Isle of Man or **your car** is stolen outside the United Kingdom, the Channel Islands or the Isle of Man and not recovered until after **you** have returned to the United Kingdom, the Channel Islands or the Isle of Man, **we** will pay for the following:

- the costs of taking up to six insured persons and **your** luggage to **your** home in the United Kingdom, the Channel Islands or the Isle of Man by a route and method of **our** choice. We will also pay for **your car** to be taken to **your** home or to a suitable repairer near **your** home.
- if **you** had to leave **your car** abroad, **we** will pay the costs of one standard class single ticket for **you** or a driver of **your** choice to collect **your car**.
- **We** will also pay any necessary expenses on the outward journey for one person collecting **your car**, including accommodation. **We** will pay up to a maximum of £600.
- The maximum **we** will pay to repatriate **your car** will be its current **Market value** in the United Kingdom, the Channel Islands or the Isle of Man.
- Any unused travel tickets must be used for the repatriation of **your car** before **we** will provide any alternatives.

MINI FLEX CAR INSURANCE CORE COVER.

SECTION 7: FOREIGN TRAVEL (CONT).

WHAT IS COVERED. (Cont).
<p>2. Loss of use of your car.</p> <p>If, at any time during your trip, you cannot use your car due to an Insured Incident within the Territorial limits and your car will be out of use for more than eight hours; or</p> <p>If your car is stolen within the Territorial limits and not recovered within eight hours,</p> <p>we will organise and pay for one of the following:</p> <ul style="list-style-type: none">• taking up to six insured persons and your luggage to your original destination within the Territorial limits, and returning you to your car after it has been repaired;• accommodation including one daily meal (excluding alcoholic beverages) for up to six insured persons while your car is being repaired. We will pay a maximum of £45 per person, per day for up to five days;• up to £750 towards the costs of hiring another vehicle while your car remains unserviceable. <p>3. Storage.</p> <p>If your car has to be stored whilst you are waiting for it to be repaired, we will pay up to £500 for the cost of storing your car.</p>

WHAT IS NOT COVERED.

- Loss or damage to **your car** following theft or attempted theft, if it was unoccupied at the time of the loss or damage, unless **your car** was locked and the ignition key or other removable ignition device was not left unattended in, on, or in the immediate proximity of **your car**.
- Loss or damage to **your car** resulting from fraud or deception (including as a result of or in connection to the use of counterfeit money or another form of payment which a bank or building society will not authorise).
- The **Excess** shown in **your Schedule**. The **Excess** will not apply if **your** claim is solely for replacement of locks following loss of **your** keys.
- Wear and tear, mechanical, electrical, electronic or computer failures, breakdowns or breakages.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss of value following repairs to **your car**.
- Loss of use of **your car** or other indirect or consequential loss not explicitly covered under this policy.
- Any damage caused deliberately by **you** or anyone else insured under this policy.
- **We** will not pay for special travel arrangements if **you** or any of the up to six insured persons require specially adapted transport.

MINI FLEX CAR INSURANCE CORE COVER.

SECTION 8: DRIVING OTHER CARS (THIRD PARTY LIABILITY ONLY).

PLEASE REFER TO YOUR CERTIFICATE OF MOTOR INSURANCE.
CLAIMS UNDER THIS SECTION WILL AFFECT YOUR NO CLAIMS BONUS.

WHAT IS COVERED.

This section of **your** cover only applies if;

- **you** have the owner's permission to drive the car;
- **you** are 25 years of age or over;
- **your car** has not been sold, disposed of, damaged beyond economic repair or declared a total loss;
- **you** are not a company, firm or more than one person;
- the **car** being used has valid cover in force under another insurance policy.

1. Cover we provide for you.

We will provide indemnity in respect of all amounts **you** legally have to pay as a result of driving or using a **car** that is not owned by or hired to **you** under a hire purchase agreement if **you**:

- cause the accidental death of or **bodily injury** to any person; or
- cause accidental damage to anyone's property.

In respect of accidental damage to property, **we** will not pay any more than £20 million including all costs.

2. Cover we provide for other people.

We will provide the same insurance as in section 1 above to anyone travelling in, getting into or out of the car.

3. Emergency medical treatment.

If an accident occurs which is insured by this policy, **we** will pay for emergency medical treatment which must be provided under the Road Traffic Act.

SECTION 8: DRIVING OTHER CARS (THIRD PARTY LIABILITY ONLY).

PLEASE REFER TO YOUR CERTIFICATE OF MOTOR INSURANCE.

WHAT IS NOT COVERED.

We will not provide cover for the following:

- Loss of or damage to the car being driven, or any trailer or caravan being towed by it.
- Liability for loss of or damage to property which belongs to or is held in trust by you or is in your care, custody or control under this section of the policy.
- Any loss, damage or liability arising from an accident outside the United Kingdom, the Channel Islands or the Isle of Man.
- Liability incurred by anyone who is covered under any other policy.
- Liability caused by using a **car** on any part of an aerodrome, airport, airfield, or military base where aircraft can go.
- Loss, damage or liability if the **car** is being used for a purpose not shown or excluded on **your Certificate of Motor Insurance**.

MINI FLEX CAR INSURANCE CORE COVER.

SECTION 9: PERSONAL ACCIDENT.

For the purposes of this section the words below have the following meaning, when they appear as shown below.

Accident – a sudden and unforeseen event involving **your car**, which occurs during the **Period of insurance**, resulting in **bodily injury** including **Assault**.

CLAIMS UNDER THIS SECTION WILL AFFECT YOUR NO CLAIMS BONUS.

WHAT IS COVERED.

We will pay £20,000 to the **driver** and/or any **passengers**, limited to a maximum of £60,000 in aggregate, who have an **accident** during the period of cover shown on the **Schedule**, whilst travelling in, getting into or out of **your car**, or undertaking emergency roadside repairs to **your car** while it is being used by anyone entitled to drive **your car** as stated on **your Certificate of Motor Insurance** which results in death or **bodily injury** within 52 weeks.

We will only pay one benefit for death or injury to each person for death or any one injury.

Any disability which existed prior to a person sustaining **bodily injury** shall be taken into account when calculating the benefit payable.

WHAT IS NOT COVERED.

Death or **bodily injury** caused by any **driver** or **passenger** committing or attempting to commit suicide.

Any **bodily injury** caused intentionally by the **Insured Person**.

Bodily injury to the **driver** or **passengers** arising out of racing, rallying, speed testing, speed trials, or whilst driving on a motor sport circuit or Nürburgring Nordschleife. Any **driver** being under the influence of alcohol or drugs to a level which would be a driving offence in the country where the **accident** happens.

Bodily injury caused by failure to wear a seatbelt unless exempt on medical grounds.

MINI FLEX CAR INSURANCE CORE COVER.

SECTION 10: MEDICAL EXPENSES.

WHAT IS COVERED.
<p>We will pay medical expenses which are incurred by you or anyone else insured under this policy as a result of an accident, up to a total of £500.</p> <p>We will only cover medical expenses that arise out of an injury to you or to anyone else insured under this policy while in occupation of your car. This cover also applies if you or anyone else insured under this policy are struck by another motor vehicle.</p>
WHAT IS NOT COVERED.
n/a

SECTION 11: UNINSURED DRIVER PROMISE

WHAT IS COVERED.

If **you** have an accident that is not **your** fault and the driver of the other vehicle is not insured, **your** no claims bonus won't be affected and **we** will cover **your** policy **excess** providing you can supply

- The vehicle registration number and the make and model of the other vehicle; and
- The other vehicle's driver's details, if possible

When **you** claim **you** may have to pay **your** excess. If when **you** reach **your** annual **Anniversary** **your** claim is not settled, **your** no claims bonus may be reduced and **you** may be required to pay an increased premium. However, once **we** confirm that the accident was the fault of the uninsured driver **we** will reinstate **your** no claims bonus, reimburse **your** excess and refund any extra premium **you** have been asked to pay as a result of **your** no claims bonus being reduced.

ADDITIONAL OPTIONS.

NO CLAIMS BONUS PROTECTION.

For every year between two **Anniversaries** of **your** policy during which there has been no **Prejudicial claims** made under this policy, **we** will give **you** a no claims bonus ("NCB") on **your** premium when **you** reach the next annual **Anniversary** of **your** policy.

If **you** have selected No Claims Bonus Protection, **your** level of no claims bonus will be adjusted as shown below:

	NCB at next annual Anniversary with NCB Protection				
NCB at inception	No Claims	1 Claim	2 Claims	3 Claims	4 or more claims
0	1	N/A	N/A	N/A	N/A
1	2	N/A	N/A	N/A	N/A
2	3	N/A	N/A	N/A	N/A
3	4	N/A	N/A	N/A	N/A
4	5	4	2	0	0
5	6	5	3	1	0
6	7	6	3	1	0
7	8	7	3	1	0
8	9	8	3	1	0
9+	10	9	3	1	0

You will not be able to protect **your** NCB if **you** have earned less than 4 years NCB at the beginning of the **Period of insurance**.

GENERAL EXCLUSIONS.

THESE EXCLUSIONS APPLY TO EACH AND EVERY SECTION OF THIS POLICY.

This policy does not cover the following unless a particular exclusion is not permitted under motor insurance legislation in force within a particular territory listed in the **Territorial limits** of this policy, in which case such exclusion shall, in respect of such territory, apply only to the extent permitted by such legislation.

1. Age and Geographical limits.

Any loss, damage or liability if **you** and any other person entitled to drive are not aged 21 to 85 and do not live permanently in and **your car** is not taxed and registered in the United Kingdom, the Channel Islands or the Isle of Man.

2. Earthquake, Underground Fire, War.

We will not cover loss, damage, injury or liability as a result of:

- earthquake;
- underground fire; or
- war, invasion, revolution or any similar event.

However, **we** will provide the cover **you** need to meet the requirements of any compulsory insurance legislation in force within the **Territorial limits** of this policy.

3. Terrorism.

Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means:

- the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear;
- any act deemed by the United Kingdom government to be an act of terrorism.

4. Riot.

Loss, damage or liability caused by riot or civil commotion outside England, Scotland, Wales, the Channel Islands or the Isle of Man.

5. Competition and performance driving.

Loss, damage, or liability arising in preparation for or while **your car** is being used for racing, rallying, speed testing, speed trials, whilst driven on a motor sport circuit or Nürburgring Nordschleife.

6. Alcohol and Drugs.

We will not pay more than **our** legal liability under compulsory motor insurance legislation for any claim, if the driver of **your car**, at the time of the accident;

- is found to be over the permitted limit for alcohol;
- is unfit to drive through drink or drugs, whether prescribed or otherwise; or
- fails to provide a sample of breath, blood or urine when required to do so, without lawful reason. If **we are** obliged to make a payment in such circumstances, **we** reserve the right to seek to recover any such amounts from **you** or the driver of **your car**.

7. Pollution or contamination.

We will not cover any loss, damage or liability directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden, individual, unintentional and unexpected incident which entirely takes place at a specific time and location during the **period of insurance**. All pollution or contamination which results out of one incident shall be considered to have occurred at the time the incident took place.

8. Radioactive contamination.

Loss, damage, liability, death or injury caused directly or indirectly by:

- ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

9. Contracts.

Loss, damage or liability as a result of any agreement or contract that **you** have entered into.

10. Drivers and Use of Your Car.

We will not cover any claim or damage arising while **your car** is being:

- driven by anyone who is not mentioned in the “Person or classes of persons entitled to drive” section noted in **your Certificate of Motor Insurance**; or
- used for a purpose which is not permitted by **your Certificate of Motor Insurance**. However, this exclusion does not apply to:
 - claims under Section 2 (Loss of or damage to **your car**); and
 - the cover given to **you** (and to no other person) under Section 1 (**Your** liability to others) while **your car** is being used without **your** authority or by a motor trader for servicing or repair.

11. Deliberate acts.

Loss, damage, or liability arising as a result of a deliberate act caused by **you**, anyone insured under this policy or anyone acting on **your** behalf.

12. Public authorities.

Loss or damage arising from confiscation, requisition, or destruction of **your car** by or under order of any government, public or local authority.

13. Other insurance.

We will not make any payment if there is cover under any other insurance.

GENERAL CONDITIONS.

THESE CONDITIONS APPLY TO ALL SECTIONS OF THIS POLICY.

1. Premium.

Premium is payable on demand. In the event that it is not paid in full, **we** will cancel the policy in line with General Condition 7 of this policy.

2. Taking care of your car.

You must do all **you** reasonably can to protect **your car** from damage or theft and keep it in a good and roadworthy condition. Where required by law, **your car** must have a current Department Of Transport test certificate (MOT). If **we** ask, **you** must allow **us**, or **our** representative, to inspect **your car** at any reasonable time.

3. Keeping to the terms of this policy.

We will only give **you** the cover described in this policy if:

- **you** or any person claiming has met all the conditions as far as they apply;
- any declarations made, and information given to **us** verbally, electronically or in writing and in the personal details section of this policy are complete and correct to the best of **your** knowledge and belief or the knowledge and belief of the person claiming.

4. Fraud.

If **you** or anyone acting on **your** behalf makes a claim which is in any way false or fraudulent or supports a claim by false or fraudulent statement, device or documents, including inflating or exaggerating a claim **you** will lose all benefit under this policy from the date of the fraudulent claims and **we** will retain all premiums **you** have paid for this policy. **We** may also recover any sums that **we** have already paid for the fraudulent claim.

5. Claim adjudication

If **we** accept **your** claim but **you** do not agree with the amount **we** will pay **you**, **we** will refer the matter to the Financial Ombudsman Service. **You** cannot take any action against **us** until **you** and **us** have received the Financial Ombudsman Service's final decision.

Any other dispute in relation to this policy is subject to the jurisdiction of the English courts pursuant to General Condition 10.

6. Cooling off period.

You may cancel the policy on request to **us** within 14 days of buying it and receiving **your** documents.

If **you** wish to do this, please contact **us**. **Your** policy will be cancelled from the date **you** request, or the date **your** request is received, whichever is the later. If **you** choose to do this, and provided **your** request is received on or before the end of this 14-day period, **you** are entitled to a refund of the premium **you** have paid for this insurance.

If **you** cancel the policy, **we** will charge a pro-rata premium except where an incident has occurred which has or may give rise to a **Prejudicial claim**, in which case the full premium paid will be retained by **us**.

You may also remove any of **your** options within 14 days of the date **you** receive **your** policy or the date that **you** received the amended policy.

If **you** remove an option within this 14-day period **you** will receive a full refund for that option subject to no claims being submitted in this period.

7. Cancellation outside the cooling off period.

We may cancel **your** policy by giving **you** 7 days' notice in writing to **your** last known email address.

We may cancel **your** policy where there are serious grounds to do so. This includes;

- a. failure to pay **your** premium on **your billing date**;
- b. failure to meet the terms and conditions of **your** policy;
- c. where **you** are required in accordance with the terms of **your** policy to cooperate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend our interests;
- d. failure when requested to supply **us** with other relevant documentation or information that **we** need;
- e. where **we** reasonably suspect fraud or misrepresentation.
- f. changes to **your** policy details or circumstances that mean we can no longer cover **you** under this policy; or
- g. use of threatening or abusive behaviour or language, intimidation or harassment of **our** staff or suppliers.

If **you** wish to cancel **your** policy outside the cooling off period, please contact **us**. **Your** policy will be cancelled from the date **you** request, or the date **your** request is received, whichever is the later.

If **you** cancel the policy outside the cooling off period, **we** will refund the amount **you** have paid for the unused **period of insurance**.

Where an incident has occurred, which has or may give rise to a **Prejudicial claim** the full premium paid will be retained by **us**.

8. Changing your details.

You must tell **us** about any changes that may affect **your** policy cover and **You** must review the information **you** have provided to **us** at each **Anniversary** of **your** policy. If **we** are not informed of any changes or corrections this may affect **your** ability to claim under **your** policy.

Changes **you** must tell **us** about before continuing to use **your car**:

- If **you** change **your car**;
- If **you** make any **Modifications** to **your car** that make it different from the manufacturer's standard UK specification;
- If **you** use **your car** for a purpose not permitted in **your Certificate of Motor Insurance**, e.g. changing from social, domestic and pleasure to commuting or business use;
- If **you** wish to add a new driver

Changes **you** must tell **us** about no later than 48 hours after becoming aware of these facts:

- If **you** change **your** address, or where **you** normally keep **your car**;
- If **you**, or any other driver covered by **your** policy, are convicted of a criminal or motoring offence including fixed penalty notices;
- If **you**, or any driver covered under **your** policy become unemployed or change occupation, including any part-time work;
- If **you**, or any other driver have had changes made to the status of **your** or their driving licence;
- If **you** become aware of any physical or medical condition of any driver which may affect **your** or their ability to drive;
- If **your** stated annual mileage estimate is likely to be exceeded; or
- If **you**, or any driver covered under **your** policy change their name due to marriage or via Deed Poll.

When **you** tell **us** of a change of details, **we** may reassess the premium and terms of **your** policy. **You** will be informed of any revisions to the premium or the terms and asked to agree before any change is made.

In some circumstances, **we** may not be able to continue **your** policy following the changes. Where this happens, **you** will be told and the policy will be cancelled in line with General Condition 7. "*Cancellation outside the cooling-off period*".

9. Rights of parties.

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

10. Choice of law and jurisdiction.

Unless **we** agree otherwise:

- the language of the policy and all communications relating to it will be in English;
- all aspects of this policy including negotiation and performance are subject to English law and, subject to General Condition 6, the decisions of English courts.

11. No claims bonus proof.

Proof of no claims: If **you** have declared to **us** that **you** are entitled to a No Claim Bonus in respect of the car covered under this policy, **you** will be required to provide proof of this No Claims Bonus to **us** no more than 14 days after the inception date of this policy if requested by **us**. **We** will require proof of this No Claim Bonus in writing in the event of a claim, unless **we** otherwise agree. If **you** do not provide this proof **your** policy may be invalid or **we** may change the terms or premium. **Your** period of no claims must have been earned on a private car policy in the United Kingdom which expired no more than 2 years before the start of this policy.

12. Changes to terms from your next billing date.

Regardless of **your** claims history, **your** no claims bonus or whether **you** have paid for No Claims Bonus Protection, **we** have the right to amend **your** policy terms and conditions.

This includes:

- imposing terms such as the application of **Excesses** or **Endorsements**;
- increasing **your** premium;
- excluding cover;
- amending the policy Wording;
- changing **your** payment type;
- declining to renew **your** policy.

We will notify **you** in writing of any such action at least 14 days prior to **your** next **billing date**.

13. Car sharing.

Your policy also covers **your car** when **you** are paid for carrying passengers for social reasons, as long as:

- **your car** is not built or adapted to carry more than eight passengers (including the driver);
- the passengers are not being carried as part of a business of carrying passengers; and
- **you** do not profit from the total amount of money **you** are paid for the journey. If **you** have any doubts as to whether or not any car sharing **you** have arranged is covered by this policy, please contact **us**.

14. Tax and Registration.

Your car must be taxed and registered in the United Kingdom, the Channel Islands or the Isle of Man.

15. Sanctions

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover or payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations regulations or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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