



Private Car Policy



### **Thank you for choosing 1<sup>st</sup> Central for your car insurance.**

It is our ambition to fulfil your motor insurance needs and we are delighted to welcome you as a valued client.

This document provides detailed information about the policy you have bought, the certificate of motor insurance and your current policy schedule together with instructions on amending the policy and notifying us of any claim.

**Please take time to read the policy carefully and should you have any queries, remember our UK administrator's customer support team are only one call away - 0845 194 9930.**

We at **1<sup>st</sup> Central** hope you are happy with your policy. If it does not meet your requirements however, please return all documents including the certificate of motor insurance within 14 days. Provided no claim has been made and you have not been involved in an incident which might give rise to a claim under the policy, your insurers will refund the premium paid. We do, however reserve the right to make a charge to cover the costs of setting up your policy. This charge is detailed on the schedule.

We are always interested to learn what our customers think of our service. If you have any comments or ideas you can tell our UK administrator by emailing [info@1stcentral.co.uk](mailto:info@1stcentral.co.uk).

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## Definition of Terms

The following words or phrases have the same meaning wherever they appear in this policy.

### 1st Central

A trading name of **First Central Insurance Services Limited**, the Gibraltar based intermediary acting on behalf of the insurers, authorised and regulated by the Financial Services Commission (“FSC”) of Gibraltar, registration number FSC01001B. This can be checked on the FSC register by visiting their website at [www.fsc.gi/fsclists/InsInt.htm](http://www.fsc.gi/fsclists/InsInt.htm). For the conduct of insurance business in the UK, **1st Central** is regulated by the Financial Services Authority.

### Certificate of Motor Insurance

The certificate of motor insurance provides evidence that you have taken out the insurance you must have by law. It shows who may drive your car and what it may be used for.

### Endorsement

An endorsement is a clause that alters your cover. Any endorsement that applies is stated on your Schedule and is detailed in this Policy.

### Excess

An excess is the sum you must pay as the first part of any claim. All excesses applicable are specified on your Schedule. You are responsible for this sum even if the incident is not your fault.

### First Central Insurance Management Limited

The UK administrator, acting on behalf of First Central Insurance Services Limited in relation to policy matters and on behalf of the insurers in relation to claims matters, is authorised and regulated by the Financial Services Authority (FSA), registration number 483296. This can be checked on the FSA register by visiting their website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)

### Geographical limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and travel between them. Third party liability cover is also provided in the European Union and any other country which has agreed to follow Article 7(2) of the EC Directive 72/166 EEC.

### Market value

The cost of replacing your car with one of a similar make, model, age, mileage and condition based on market prices at the time of the accident or loss. This may not be the same price you originally paid for your vehicle or the value you declared on the Statement of Fact.

### Partner

Your husband, wife, civil partner or someone you are living with as if you are married to them.

### Policy

This document, the Schedule, Statement of Fact and Certificate of Motor Insurance.

### Period of insurance

The length of time covered by this policy, as shown on your current certificate of motor insurance.

### Schedule

The document that confirms details of you and the insurance cover provided. The Schedule forms part of the Contract of Insurance must be read in conjunction with the Policy.



**Statement of Fact**

The document containing the statements made by you, the information provided by you and declared as correct when you applied for cover.

**Theft**

Any theft or attempted theft that you have reported to the police and for which a crime reference has been obtained.

**We, our, us**

**1st Central** acting on behalf of the insurers named in the Certificate of Motor Insurance, and/or **First Central Insurance Management Limited**, acting on behalf of **1st Central** for policy matters and the insurers named in the certificate of motor insurance for claims matters.

**You, your**

The person named as the policyholder in the Schedule.

**Your car**

Any private motor car specified on your current Certificate of Motor Insurance and schedule, including a courtesy car provided by one of our approved repairers under this insurance.



## Your car insurance contract

### The Insurers

This contract of insurance has been arranged on behalf of:

**First Central Insurance Company Limited**, 260/262 Main Street, Gibraltar and  
Lloyd's Syndicate No 1206, **Sagicor at Lloyd's Limited**, 1 Great Tower Street, London EC3R 5AA

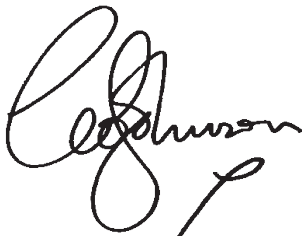
These insurers have agreed to indemnify you, subject to the terms, conditions, limitations and exclusions contained in this document, against such liability, loss, destruction or damage that may occur during any period of insurance directly sustained in connection with your car.

The parties to this contract are you and the insurers. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation to this contract, nor any supplemental or ancillary agreement shall create such rights unless expressly stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.

The subscribing insurers' obligations under this contract of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurer will not be responsible for the defaulting insurer's obligations.

### Our authority

In order that this document may be signed and issued as evidence of the contract of insurance, the insurers have entered into an agreement. This agreement empowers a director of **First Central Insurance Services Limited** to sign and issue this document.



### Chris Johnson

Managing Director

**First Central Insurance Services Limited**

260/262 Main Street, Gibraltar

Registered Number: 99942 and authorised by the Financial Services Commission Gibraltar

### Basis of Contract

This contract is based upon the information you provided when you applied for this insurance. That information is shown on the Statement of Fact, which you have declared to be correct.

The insurers agree to indemnify you under the terms of this contract against accidental injury, loss or damage that occurs within the geographical limits during the period of insurance for which you have paid or agreed to pay the premium.

You must read this policy carefully. It consists of this contract of insurance together with the Schedule, the Statement of Fact and the Certificate of Motor Insurance. The Schedule tells you which covers apply. Please check all these documents carefully to make certain they provide the cover you want.

**English law will apply to this contract unless we and you have agreed otherwise.**



## Keeping your Policy up to date.

It is important to notify us of any change to your Policy as it may affect your cover.

Simply phone us on **0845 194 9930** and one of our advisors will help you.

### Changes which may affect your cover

As some changes may affect your cover, you should tell us immediately of any alteration to the details you have previously declared on your Statement of Fact, for example:

- changing your car
- selling your car
- the use of your car
- taking your car abroad
- you or anyone covered by this policy to drive your car is convicted of a motoring offence other than fixed penalty parking tickets
- a modification to your car which improves its performance, handling or value or increases the chances of theft of/or from your car
- you or anyone covered by this policy:
  - changes occupation
  - changes address
  - changes name
- if you or anyone covered by this policy are no longer resident in the UK
- if you or anyone covered by this policy has been disqualified from driving or has had their licence revoked
- if you or anyone covered by this policy has an accident or claim under another motor insurance policy



## Making a claim

Making a claim with **1st Central** could not be easier. To report an incident which may result in a claim, call our free claims helpline immediately on:

**0800 840 2103 or +44 (0)800 840 2103 from overseas**

Our UK based claims helpline is available 24 hours a day, 365 days a year.

Our helpline operators will provide every assistance to ensure you experience the least inconvenience, and through the use of our extensive approved repairer network can ensure (if your cover is relevant) a fast and efficient repair.

While your car is being repaired by one of our approved repairers, they will provide you with a courtesy car free of charge. We cannot guarantee that this will be the same size or model as your car.

If you do not use our approved repairers we will not provide a courtesy car.

All accidents should be reported within 48 hours even if you are not intending to make a claim.

### Windscreen claims

Call our free 24 hour windscreen helpline on **0800 840 2104** at any time to organise repair or replacement of your windscreen or other windows in your car.



## Section 1 – Accidental Damage

### ✓ What is covered

The insurers will cover you under this section for accidental damage to your car, its accessories and spare parts whilst in or on your car.

The insurers will also cover your car phone, CD player, cassette player or any other audio/visual equipment which is permanently fitted to your car, subject to a maximum limit of £750.

The insurers will cover loss or damage to the car while it is with a member of the motor trade for servicing or repair.

### The insurers will pay

At their option, the insurers may do one of the following:

- pay for the repair of your damaged car
- settle your claim by a monetary payment
- replace your car

### The most the insurers will pay

The insurers will not pay more than the market value of your car at the time of the loss or damage less the total excesses. If your vehicle is considered to be beyond economical repair and is the subject of a hire purchase or leasing agreement the insurers will pay the claim settlement money after deduction of any relevant excesses to the lease company and the balance, if any, will be paid to you. If any parts which need replacing are no longer available in the UK the maximum the insurers will pay is the cost shown in the manufacturers latest price guide plus an amount for fitting, not any extra cost due to parts or replacements not being available in the UK.

### New car replacement

If your car is less than one year old the insurers will replace it with a new car of the same make and model if:

- you or your partner have been the first and only owner and registered keeper(s) and
- it has suffered damage covered by this section and
- the cost of repairing it will be more than 60% of the last UK list price (including taxes)

We can only do this if a replacement car is available in the UK and anyone else who has an interest in your car agrees. If a suitable replacement car is not available, the insurers will settle the claim by one of the methods shown above.



## Section 2 – Fire and Theft

### ✔ What is covered

The insurers will cover you under this section for loss or damage to your car, its accessories and spare parts whilst in or on your car caused by fire, lightning or explosion, theft or attempted theft.

The insurers will also cover loss or damage caused by fire, lightning or explosion, theft or attempted theft to your car phone, CD player, cassette player or any other audio/visual equipment which is permanently fitted to your car, subject to a maximum limit of £750.

The insurers will cover loss or damage to the car caused by fire, lightning or explosion, theft or attempted theft while it is with a member of the motor trade for servicing or repair.

### What the insurers will pay

At their option, the insurers may do one of the following

- pay for the repair of your damaged car
- settle your claim by a monetary payment
- replace your car

### The most the insurers will pay

The insurers will not pay more than the market value of your car at the time of the loss less the total excesses. If your vehicle is considered to be beyond economical repair and is the subject of a hire purchase or leasing agreement the insurers will pay the claim settlement money after deduction of any relevant excesses to the lease company and the balance, if any, will be paid to you. If any parts which need replacing are no longer available in the UK the maximum the insurers will pay is the cost shown in the manufacturers latest price guide plus an amount for fitting, not any extra cost due to parts or replacements not being available in the UK.

### New Car Replacement

If your car is less than one year old the insurers will replace it with a new car of the same make and model if:

- you or your partner have been the first and only owner and registered keeper(s) and
- it has suffered damage covered by this section and
- the cost of repairing it will be more than 60% of the last UK list price (including taxes)

The insurers can only do this if a replacement car is available in the UK and anyone else who has an interest in your car agrees. If a suitable replacement car is not available, the insurers will settle the claim by one of the methods shown above.



## ✘ What is not covered under Sections 1 and 2

- the appropriate excesses shown on the Schedule
- loss of or damage to the car if it is not covered by a valid department of transport test certificate (MOT), if one is needed by law
- loss through deception or fraud
- any damage to your car caused by it being driven after an accident
- any damage to the car caused deliberately by you or any person driving it with your permission
- loss of use of the car including hire costs or any other lost you suffer as a direct or indirect result of being unable to use the car, eg. loss of earnings
- wear and tear, depreciation, electronic, electrical, mechanical or computer breakdowns, breakages or failures
- damage to tyres caused by puncture, bursts, cuts, braking or normal use
- any diminution in value following repairs
- loss of or damage to the car caused by a member of the family or household of a permitted driver taking the car without your permission
- confiscation or requisition or destruction by or under order of any government or public or local authority
- loss or damage caused by theft or attempted theft if the keys or other access locking devices are left in or on your car whilst unattended or, if unattended, your car has not been properly secured, including windows, roof openings, removable roof panels or hood
- loss or damage in Section 2 if any security device fitted and declared in the Statement of Fact is not set and in full working order or the network subscription or maintenance contract is not current
- the replacement of any audio visual equipment if we have paid you a cash sum to replace your car
- any payment above the amount shown in the Schedule under the heading "limits applying - Section 1&2 Radio" in relation to the replacement or repair of car audio visual equipment
- any payment in excess of £750 in respect of loss or damage to navigational equipment, car phones, radios, CD/DVD players, cassettes permanently fitted to your car unless fitted at the time of manufacture
- loss or damage to navigational equipment, car phones, radios, CD/DVD players, audio equipment and cassettes not permanently fitted to your car
- any modifications unless they are standard fittings or manufacturers optional extras
- if, following an accident, you or anyone named in the Certificate of Motor Insurance as entitled to drive, is convicted of driving whilst under the influence of alcohol or drugs, the insurers liability will be limited to the cover required under the Road Traffic Act and the insurers will reserve the right to recover any amounts the insurers are required to pay



## Section 3 - Windscreen Cover

### ✔ What is covered

The insurers will pay the cost of replacing or repairing broken or damaged glass in your car's windscreen and windows and any scratching to the paintwork caused by the broken glass as long as there has been no other loss or damage.

To make a claim contact our windscreen helpline on **0800 840 2104**.

### ✘ What is not covered

- the excess shown in your Schedule
- repair or replacement of any windscreens or windows which are not made of glass
- damage to any sunroof and/or hood if your car is a cabriolet or convertible
- any amount over £150 unless our approved glass partner is used



## Section 4 - Liability to others

### a) Your liability to others

#### ✔ What is covered

The insurers will cover you, if there is an accident involving your car, for all amounts you are legally liable to pay if someone else is injured or killed or their property is damaged.

Cover also applies to any accident involving injury or damage caused by a trailer or vehicle you are towing.

### b) Liability cover for other people

#### ✔ What is covered

The insurers will also provide cover for:

- drivers named in the Certificate of Motor Insurance as insured to drive if your car has been involved in an accident provided they have your permission, hold a valid driving licence, are driving in accordance with the terms and conditions of that licence and are not disqualified from driving
- anyone getting into or out of your car
- anyone you allow to use (but not drive) your car for social, domestic or pleasure purposes
- the legal personal representative of anyone covered under this section if that person dies
- you or your partner's employer or business partner while your car is being used for business purposes, provided your Certificate of Motor Insurance permits such use

### c) Legal costs

#### ✔ What is covered

If the insurers agree in writing beforehand, cover is provided for the following legal costs if incurred as a result of an incident covered by this policy:

- the reasonable legal fees of solicitors who we agree to represent anyone we insure under this policy at a coroner's inquest or fatal accident enquiry or court of summary jurisdiction
- the reasonable fees for legal services which we will arrange for defending a charge of manslaughter or causing death by dangerous, careless or reckless driving

### d) Emergency Medical Treatment

#### ✔ What is covered

The insurers will pay for emergency treatment fees in accordance with the Road Traffic Act resulting from an accident covered by this policy.

If anyone insured by this section dies the insurers will extend the cover to which they were entitled to their personal representative.



**✘ What is not covered**

- the insurers will not pay under this section in excess of £20,000,000 for any claim or series of claims for loss of or damage to property including any indirect loss or damage caused by one event, plus any amount in excess of £5,000,000 for all costs and expenses
- loss of or damage to any trailer, caravan or vehicle you tow
- anyone who has other insurance covering the same liability
- death or injury to anyone while they are working with or for the driver of the car except as set out in the Road Traffic Act
- damage to any property owned by any driver insured by this policy or for which they are responsible if caused by any driver named in the certificate of motor insurance
- legal costs or expenses relating to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences
- if, following an accident, you or anyone named in the certificate of motor insurance as entitled to drive, is convicted of driving whilst under the influence of alcohol or drugs, the insurers liability will be limited to the cover required under the Road Traffic Act and the insurers reserve the right to recover any amounts they are required to pay
- anyone who is not driving, but who makes a claim if they knew the driver did not hold a valid driving licence



## Section 5 - No Claims Bonus

In the event of a claim being made or arising under this policy your no claims bonus at renewal will be reduced in accordance with our declared scale:

No Claims Bonus you have	Bonus reduced to
1 year	Nil years
2 years	Nil years
3 years	1 year
4 years	2 years
5 - 7 years	3 years
8 - 9 years	4 years

- if you make 2 or more claims in any period of insurance, at renewal your no claims bonus will be reduced to nil years
- the following will not reduce your no claims bonus:
  - (1) any payment made under windscreen and window damage.
  - (2) any payment for emergency treatment fees under liability to other people and their property.
  - (3) claims where you are not at fault, provided the insurers have recovered all that we have paid from those who are responsible.

### No Claims Bonus Guarantee

If you have purchased a no claim bonus guarantee:

- the insurers will not reduce your no claims bonus if a claim or claims are made under the policy
- the insurers will not cancel your policy as a result of the number of claims made under the policy
- your no claims bonus guarantee may end if we are told of a change in your circumstances that makes you ineligible or if the policy expires or is cancelled under General Condition 9.6
- guaranteed no claims bonus does not protect your premium from increase at renewal. However, the insurers motor premium calculation will include the no claims bonus discount to which you are entitled

### Important

- if you make a claim during any period of insurance you will not earn any no claims bonus entitlement for that insurance period
- if you make a claim and your renewal premium has already been calculated, the insurers reserve the right to amend/remove your no claims bonus entitlement and revise your premium



## Section 6 – Travelling Abroad

### Geographical Limits

Your policy provides the cover described in your current schedule in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and during travel between these places.

### Minimum cover abroad

Your policy also provides the minimum cover you need by law to use your car in any country which is a member of the European Union and any other countries which have made arrangements to meet the requirements of article 7(2) of the EC directive on insurance of civil liabilities arising from the use of motor cars (number 72/166/CEE).

Unless you have obtained a green card prior to travel, damage or loss of your car (if applicable to your cover) will not be covered.

### For full cover abroad

If the insurers agree and you pay an extra premium, we will issue a foreign use document (green card) and extend the cover provided by your insurance to cover:

- named countries in Europe
- your car while being transported
- any customs duty you have to pay on your car in any of the countries named in your green card because of loss or damage covered under this policy

Should you wish to travel to Andorra you will need to produce your green card confirmation to the authorities upon request. It is important you call us at least five days before your journey to ensure your green card confirmation will reach you before you travel.

**Please call us on 0845 194 9930 to purchase your green card.**



## Section 7 – Additional Benefits

### 7.1 Personal Accident

#### ✔ What is covered

If you are involved in an accident in your car and sustain injuries which within 90 days result in:

- death
- total loss of one or more limbs
- permanent loss of sight in one or both eyes

The insurers will pay you or your legal representative up to £5,000. This is the maximum amount payable in one period of insurance. If you have any other policies with us which provide personal accident benefit the insurers will only pay under one policy.

#### ✘ What is not covered

- any person who was over the age of 80 at the time of the injury
- suicide or any deliberately inflicted injury
- anyone who is driving whilst under the influence of alcohol or drugs

### 7.2 Personal belongings

#### ✔ What is covered

The insurers will pay for loss of or damage to personal belongings in or on your car caused by accidental damage, fire or theft. The most the insurers will pay is £100 for any one incident.

#### ✘ What is not covered

- money, credit or debit cards, stamps, premium bonds, documents, share certificates and other securities, tickets, and vouchers
- goods, tools or samples carried in connection with any business
- any items stolen from a convertible car unless they are secured in a locked luggage or glove compartment
- property insured under any other policy
- theft of property from your car if at any time it is left unattended and the ignition key is in or on the car and/or all doors, windows and other openings have not been closed and locked



### 7.3 Medical expenses

The insurers will pay medical expenses up to £100 incurred by each person injured in your car if it is involved in an accident provided there is no other cover in force under any other policy.

### 7.4 Courtesy car

#### ✔ What is covered

If your car is being repaired by one of our approved repairers following accident or theft damage they will provide you with a courtesy car free of charge. We cannot guarantee that this will be the same size or model as your car. The courtesy car will be insured by the insurers under this policy on the same terms and conditions as your own car.

#### ✘ What is not covered

- a courtesy car will not be provided if your car has been stolen, is beyond economic repair or if you choose a repairer not on our approved panel
- the insurers are unable to guarantee a courtesy car for owners of cars originally produced for sale outside the EU
- the insurers are unable to guarantee a courtesy car adapted for any individual's special needs or disability

### 7.5 Car keys

If your keys are stolen from anywhere other than from your car the insurers will pay up to £100 for the replacement and fitting of locks.



## Section 8 – General Exceptions

The insurers will not cover you or be liable for any of the following:

### 8.1 Who uses your car

The insurers will not cover any injury, loss or damage caused whilst your car is:

- being driven by a person who is not shown on the Certificate of Motor Insurance as entitled to drive
- being driven by you or anyone named in the Certificate of Motor Insurance as entitled to drive, who is convicted of driving whilst under the influence of alcohol or drugs as a result of the accident being claimed for
- being used for a purpose not allowed by the certificate of motor insurance
- being driven by a person who does not hold a valid driving licence or is not driving in accordance with the conditions of the licence

**This exception does not apply if your car is:**

- with a member of the motor trade for repair or maintenance
- stolen or taken without your permission
- being parked by an employee of a hotel, restaurant or car parking service

### 8.2 Contracts

The insurers will not cover any claim resulting from an agreement or contract unless the claim would have been covered if the agreement or contract did not exist.

### 8.3 Radioactivity or Ionising Radiation

The insurers will not cover any loss, damage, injury or legal liability caused directly or indirectly by:

- radioactive, toxic, explosive or other dangerous properties of any nuclear material or equipment or any part of it
- ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel

### 8.4 War

The insurers will not cover any loss or damage caused as a result of war, invasion, terrorism (as defined in the Terrorism Act 2000), act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military usurped power or confiscation or public authority action except so far as is necessary to meet the requirements of the Road Traffic Act.

### 8.5 Riot

The insurers will not cover any loss or damage caused by riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands. This exception does not apply to Section 4 Liability to others.



## 8.6 Earthquake

The insurers will not cover any loss or damage caused by earthquake or the results of earthquake.

## 8.7 Pollution

The insurers will not cover any accident, injury, loss, damage or liability caused by pollution or contamination unless caused by a sudden, identifiable event which was unintended and unexpected and happened at a specific time and place.

## 8.8 Pressure Waves

The insurers will not cover any loss or damage caused by pressure waves from aircraft or other flying objects.

## 8.9 Use on airfields

The insurers will not cover any accident, injury, loss, damage or liability when your car is in an area or airport premises where aircraft are usually to be found taking off, landing, manoeuvring or parked or to which the public does not have free vehicular access.

## 8.10 Track days and off road events

The insurers will not cover any liability, loss or damage arising out of the use of your car at any event during which your car may be driven on a motor racing track, airfield, Nurburgring Nordschleife or any other off road area or for racing, pace-making, rallying, track days, trials or speed tests.

## 8.11 Hazardous Locations

The insurers will not cover any liability, loss or damage caused at the following locations:

- Ministry of Defence premises or military bases other than areas specifically restricted to access or parking by the general public
- power stations or nuclear installations or establishments
- refineries, bulk storage or production premises in the oil, gas or chemical, explosive, ammunition or pyrotechnic industries.

## 8.12 Hazardous Goods

The insurers will not cover any liability, loss or damage arising out of the carriage of goods or substances referred to in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), for example explosive substances, gases, flammable solids or liquids, self-reactive substances and solid desensitized explosives, substances liable to spontaneous combustion, substances which emit flammable gases when in contact with water, organic peroxides, oxidizing, toxic or infectious substances, radioactive material and corrosive substances.

## 8.13 Seized, clamped or recovered vehicles

The insurers will not cover any loss or damage due to any government, public or local authority legally taking, keeping or destroying your vehicle.



## Section 9 – General Conditions

### 9.1 Your duty

The insurers will only provide you with the cover set out in this policy if you or anyone else claiming cover under this policy has kept to all the terms and conditions of the policy and the information you gave on your Statement of Fact or claims report is true and complete.

If the insurers discover that you or someone acting for you knowingly gave false information, the insurers will cancel the policy, treat it as though it had never existed and the insurers will not pay your claim.

### 9.2 In the event of a claim or loss

If you are, or your car is involved in any type of incident or loss, you must, within 48 hours, notify us by telephoning our free 24 hour claims helpline on **0800 840 2103**, or if your claim is for glass damage only, call our free 24 hour windscreen helpline on **0800 840 2104**

#### You must:

- give us all the information about the claim that we need
- tell us at once if you receive any notice of prosecution, inquest or fatal enquiry
- send any writ, summons or letters to us received in connection with any claim, accident or loss as soon as you receive them

Failure to report any claim, accident or loss to us within 48 hours regardless of fault could result in the insurers refusing to indemnify you.

#### You must not:

- admit that the accident was your fault
- attempt to negotiate the settlement of the claim unless we have given you permission in writing

#### We are entitled to:

- conduct the defence or settlement of any claim on your behalf
- take legal action over any claim in your name or the name of any person insured on the policy for our own benefit
- admit negligence for any accident or claim on your behalf
- exchange information with other parties involved with the accident or claim



### 9.3 Taking care of your car

You or any other person covered by this insurance must:

- protect your car from loss or damage
- make sure your car is legally roadworthy
- allow us to inspect your car at any reasonable time if we ask you
- must ensure your car is covered by a valid Department for Transport test certificate (MOT) - if one is needed by law
- ensure whenever the car is unattended it is secured, locked and the keys (or keyless entry system) removed

If an accident happens and the condition of the vehicle caused or contributed to the accident, cover will be restricted to our liability under the Road Traffic Act. The insurers reserve the right to recover any resulting costs from you, the driver or any other party who may have affected the condition of the vehicle.

In the absence of a valid Department for Transport test certificate (MOT) - all cover under sections 1 & 2 is excluded.

### 9.4 Car registration

Your car must be registered in the UK with the Driver and Vehicle Licensing Agency.

### 9.5 Car sharing

The insurers may not indemnify you for any loss arising out of the use of your car for the carriage of passengers for hire or reward. However, you can accept money for fuel if you carry passengers for social or similar purposes as part of a car sharing arrangement as long as:

- your car is not made or adapted to carry more than eight passengers
- you are not carrying the passengers as customers of a passenger-carrying business
- you do not make a profit from carrying the passengers



## 9.6 Cancelling your policy

You may cancel your policy at any time by telephoning us on **0845 194 9930**.

Following receipt of your policy documents you have a 14 day cooling off period during which you may cancel your policy provided no claim has been made and you have not been involved in an incident which might give rise to a claim under the policy. Any premium paid will be refunded but we reserve the right to make a charge to cover the costs of setting up the policy. If the policy is cancelled outside the 14 day cooling off period a charge will be made. Details of these charges can be found on your schedule.

The insurers have the right to cancel this policy at any time by instructing us to send to you seven days written notice at either the email or postal address last known to us. If a claim has been made during the period of cover no refund of premium will be given by the insurers, otherwise the insurers will return the premium paid less an amount for the time it has been in force. This applies in all circumstances regardless of your premium payment method.

If you are paying your premium by instalments any outstanding premium must be paid within 10 days of your policy being cancelled and delayed payment may incur additional charges. The current Certificate of Motor Insurance must be returned to us in order to cancel the policy.

You may cancel this policy at any time by returning the Certificate of Motor Insurance. Cancelling the direct debit instruction does not cancel the policy. Once we have received your cancellation request, provided you have not made a claim during the period of cover the insurers will return any unused premium having deducted our cancellation charge shown in the schedule.

## 9.7 Total loss

If your car is damaged beyond economical repair it will become the insurers property. All cover under the policy will cease as soon as the car is declared a total loss. Any premium owing to the insurer will be deducted from the settlement amount paid to you.

If your car is subject to a hire purchase or leasing agreement the insurers will pay the agreed settlement sum direct to the hire purchase or leasing company to clear all or part of the amount owing. The balance, if any, will be paid to you.

## 9.8 Non payment of premium

If you have not paid all your premium the insurers may deduct any unpaid premiums from any claim settlement we made to you.

## 9.9 Suspending your policy

There is no facility to suspend this insurance. You may cancel your policy at any time by telephoning us on **0845 194 9930**.



## 9.10 Changes to your policy

Any changes made to your policy details or cover may be subject to an administration fee or additional premium.

## 9.11 Fraud

If you or anyone acting for you misrepresents or deliberately fails to disclose material facts at inception, at any time during the term of the policy or at renewal of the policy that would materially impact either the terms and conditions or the issue or renewal decision itself, the insurers will cancel or void your policy and all other policies to which you are connected within **1<sup>st</sup> Central**. The insurers will seek to recover any costs they have incurred and will not return any premium.

## 9.12 Other insurance

If you have other insurance policies which cover the same risks the insurers will not pay more than their share of any claim. This does not apply to the personal accident section of this policy.

## 9.13 Automatic renewal

To ensure there is no interruption in your cover, shortly after the renewal date of the policy the insurers will automatically apply for payment of the premium due from the bank/building society details the insurers hold on record. If you did not wish to renew and the insurers have applied for payment the insurers will make a full refund on receipt of proof of alternative insurance and the return of the current certificate of motor insurance, issued to you by **1<sup>st</sup> Central**.

## 9.14 Drink and drugs

If, following an accident, you or anyone named in the Certificate of Motor Insurance as entitled to drive, is convicted of driving whilst under the influence of alcohol or drugs, the insurers liability will be limited to the cover required under the Road Traffic Act and the insurers will reserve the right to recover any amount from you they are required to pay.

## 9.15 Residency

To qualify for cover under this policy you and any drivers named in the certificate of motor insurance must be permanent UK residents.



## Extra Conditions – Endorsements

### Endorsement 1 – Additional own damage fire and theft excess

You are responsible for the first amount of each claim under Section 1 Accidental Damage and Section 2 Fire and Theft in relation to loss of or damage to your vehicle. This amount is increased from the standard excess listed on your Schedule by one of the amounts below. The additional excess is detailed by Endorsement 1 on the Schedule. This excess will apply in addition to any standard excess(es) applicable to the policy section under which the claim is being made.

- A** £50 additional Accidental Damage Fire and Theft excess
- C** £100 additional Accidental Damage Fire and Theft excess
- E** £150 additional Accidental Damage Fire and Theft excess
- G** £200 additional Accidental Damage Fire and Theft excess
- O** £400 additional Accidental Damage Fire and Theft excess

### Endorsement 2 - Garaging

If you do not keep your car in a locked private garage between 10pm and 6am when your car is parked at or in the proximity of your private dwelling, you will be responsible for an additional £250 of each claim under Section 2 Fire and Theft in relation to loss or damage to your car arising from theft or attempted theft. This amount is in addition to any other excess(es) shown on the Schedule.

### Endorsement 3 - Security

The insurers will only be liable for claims arising under Section 2 Fire and Theft when a Thatcham category 1 or 2 immobilising device or tracker device has been fitted to your car in accordance with the manufacturers instructions and is in active operation at all times your car is left unattended.

Proof of fitment of the device to your car will be required before we will consider any claim under Section 2 Fire and Theft.



## Complaints Procedure

**1st Central** is committed to providing you with the best possible service, however, we realise there may be times when we do not meet your expectations. We want you to let us know straight away if you are unhappy with the service you have received as we will always do our best to resolve any complaint fairly.

Please refer your concerns to:

**The Managing Director  
First Central Insurance Management Limited  
Gemini House  
Mill Green Road  
Haywards Heath  
West Sussex  
RH16 1XQ**

Tel: **0845 194 9947**

Email: [customer-relations@1stcentral.co.uk](mailto:customer-relations@1stcentral.co.uk)

We promise to:

- fully and urgently investigate your complaint
- keep you informed of progress
- do everything possible to resolve your complaint
- formally respond to your complaint with our findings
- learn from any mistakes
- use the information from your complaint to improve our service in the future

### How to escalate your complaint

If we have given you our final response and you are still unhappy, or more than 8 weeks have passed since we received your original complaint, you may refer your complaint to the Financial Ombudsman Service (FOS). Their details are as follows:

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

Tel: **0845 080 1800**

Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You must approach the Financial Ombudsman Service within 6 months of our final response to your complaint. We will remind you of this time limit in our final response.

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.



## Data Protection and your personal information

### How we use your personal information and who we share it with

We will use your personal information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to insurers, third party underwriters and reinsurers. Your personal information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

You acknowledge that by providing your personal information to us, you consent in its processing in accordance with this statement.

We may use and share your information with other members of the **First Central Group** (for the purposes of this statement, the **First Central Group** comprises **First Central Group Limited**, which is registered in Guernsey, and any company or entity in which **First Central Group Limited** owns more than 50% of the issued share capital. Companies in the **First Central Group** include without limitation **First Central Insurance Services Limited, First Central Insurance Company Limited, First Central Insurance Management Limited, First Central Enterprises Limited** and **Skyfire Reinsurance Company Limited**) and any other insurers stated on your certificate of motor insurance to help us and them:

- assess financial and insurance risks
- recover debt; prevent and detect crime; understand our customers' requirements; keep you informed about promotions and new developments by email, telephone or post.
- develop and test products and services

We do not disclose your information to anyone outside the **First Central Group** or to any other insurers stated on your Certificate of Motor Insurance, except:

- where we have your permission; or
- where we are required or permitted to do so by law; or
- to credit reference and fraud prevention agencies and other companies who provide a service to us or you; or
- in the event that we undergo re-organisation or are sold to a third party, in which case you agree that any personal information we hold about you may be transferred to that re-organised entity or third party; or
- where we may transfer rights and obligations under this agreement

We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.



We may also monitor or record calls, emails, text messages or other communications in accordance with UK law (for example, but not limited to, for business purposes such as quality control and training).

From time to time we will employ agents and subcontractors to process your personal information on our behalf. The same duty of confidentiality and security will apply to them and all processing will be carried out under our instruction.

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with a request for insurance, we may search these registers. Under the conditions of your policy, you must tell us about any incident (such as accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and the DVLNI for electronic vehicle licensing and by the police for establishing whether a driver's use of a vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain policy information. Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain information which is held on the MID. Find out more at [www.miic.org.uk](http://www.miic.org.uk).

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

#### **Your electronic information**

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

#### **Sensitive Information**

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health, claims history or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

You will have been asked to agree to this when you took out your policy but please ensure that you only provide us with sensitive information about other people with their agreement. We are unable to offer you any insurance product unless you provide explicit consent for the collection and use of such sensitive data as defined in the Act.

#### **Dealing with other people**

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

#### **Credit Reference Agencies**

To assess your insurance application and the terms on which cover may be offered, we and other organisations may obtain information about you from credit reference agencies to check your credit status and identity. The agencies will record our enquiries. This will not affect your credit standing.



### Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking applications for, and managing credit and other facilities
- recovering debt
- checking insurance proposals and claims
- checking details of job applicants and employees

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact us at the address below. These agencies may charge a fee.

### Marketing

We will also use your information for marketing purposes such as keeping you informed of products and services, including but not limited to car insurance (e.g. other automotive or financial products, or other carefully selected offers which we believe may interest you), from us and other companies.

If you do not want your personal information to be used this way, email [marketing@1stcentralinsurance.com](mailto:marketing@1stcentralinsurance.com) or write to the Marketing Department, First Central Insurance Services Limited, 260/262 Main Street Gibraltar, who will ensure that your information is not used for these purposes.

### Access to your personal information

If you would like a copy of the personal information we hold about you, please write to: The Data Protection Officer, **First Central Insurance Management Limited**, Gemini House, Mill Green Business Estate, Mill Green Road, Haywards Heath, West Sussex RH16 1XQ. Please provide your name address and policy number and tell us what information you would like. In accordance with the Data Protection Act 1998, we are entitled to charge £10 to cover the administration costs. Please make cheques payable to “**First Central Insurance Management Limited**”.

### Data Protection Support

We reserve the right to amend or modify this Data Protection Statement at any time and in response to changes in applicable law. The Data Controller in the UK is **First Central Insurance Management Limited** registered number 06489797.

If you have any enquiry about our data protection and privacy practices, please write to the Data Protection Officer as above.



## Regulatory Information

**First Central Insurance Company Ltd** is registered in Gibraltar, Company No. 99263, with registered office: 260/262 Main Street, PO Box 1338, Gibraltar. It is authorised and regulated by the Financial Services Commission under the Insurance Companies Act 1987 of Gibraltar to write general insurance business in the relevant classes and to provide insurance business in the UK by means of cross border services. Under the European Union's Freedom of Services Provisions, the company has been approved to write motor insurance in the United Kingdom. You may visit the Financial Services Commission website, which includes a register of all regulated firms, at [www.fsc.gi/fsclists/InsInt.htm](http://www.fsc.gi/fsclists/InsInt.htm). For the conduct of UK non-investment insurance business, it is regulated by the Financial Services Authority (firm reference number: 489450). You may visit the Financial Services Authority website, which includes a register of all EEA authorised firms that can conduct business in UK, at [www.fsa.gov.uk/Pages/register/](http://www.fsa.gov.uk/Pages/register/). **First Central Insurance Company Ltd** is a member of the Financial Services Compensation Scheme, the Association of British Insurers and the Motor Insurers' Bureau.

Lloyd's Syndicate No 1206 is managed by **Sagicor at Lloyd's Limited**. **Sagicor at Lloyd's Limited**, registered in England and Wales with Company No. 03043923, with registered office 1 Great Tower Street, London EC3R 5AA. It is authorised and regulated by the Financial Services Authority as a Lloyd's Managing Agency (firm reference number: 204947). You may visit the Financial Services Authority website, which includes a register of all regulated firms, at [www.fsa.gov.uk](http://www.fsa.gov.uk)

Under the Financial Services and Markets Act 2000, if the insurers stated on your certificate of motor insurance are unable to meet all their liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2000 and 90% for the rest of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. You can ask us for more information or visit the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

**First Central Insurance Services Ltd** acts as the intermediary for this business and is registered in Gibraltar, Company No. 99942, with registered office 260/262 Main Street, PO Box 1338, Gibraltar. It is authorised and regulated by the Financial Services Commission (firm reference number: FSC01001B) as a General Insurance Intermediary under the Financial Services Act 1989 of Gibraltar and provides this business in the EU by means of cross border services. Under the European Union's Freedom of Services Provisions, the company has been approved to passport its general insurance intermediary services into UK and for the conduct of UK non-investment insurance business is regulated by the Financial Services Authority (firm reference number: 489346). You may visit the Financial Services Commission website, which includes a register of all regulated firms, at [www.fsc.gi/fsclists/InsInt.htm](http://www.fsc.gi/fsclists/InsInt.htm). You may also visit the Financial Services Authority website, which includes a register of all EEA authorised firms that can conduct business in UK, at [www.fsa.gov.uk/Pages/register/](http://www.fsa.gov.uk/Pages/register/)

**First Central Insurance Management Ltd** is registered in England and Wales, Company No. 06489797, with registered office Gemini House, Mill Green Business Estate, Mill Green Road, Haywards Heath, West Sussex, RH16 1XQ. It is authorised and regulated by the Financial Services Authority as a General Insurance Intermediary for the conduct of UK non-investment insurance business (firm reference number: 483296).

**First Central Insurance Management Ltd, First Central Insurance Services Ltd and First Central Insurance Company Ltd** are wholly owned subsidiaries of **First Central Group Ltd** which is registered in Guernsey, Company No. 48743, with registered Office Maison Trinity, Trinity Square, St Peter Port, Guernsey, GY1 4AT.



## Important Numbers

Changes to my policy  
**0845 194 9930**

Had an accident  
**0800 840 2103**

Had an accident and calling from abroad  
**+44 (0)800 840 2103**

Renewals  
**0800 840 2100**

Windscreen helpline  
**0800 840 2104**

Alternatively you can visit our website for more information at:  
**[www.1stcentralinsurance.com](http://www.1stcentralinsurance.com)**

or email us at:  
**[polycysupport@1stcentral.co.uk](mailto:polycysupport@1stcentral.co.uk)**

