



中国太平
CHINA TAIPING



Policy

Private Car

Underwritten by

中國太平保險(英國)有限公司
CHINA TAIPING INSURANCE (UK) CO LTD

Members of the Association of British Insurers
Authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority & the Prudential Regulation Authority

2 Finch Lane, London EC3V 3NA. Tel: 020-7839 1888 Fax: 020-7621 1202
Registered in England & Wales No. 1766035

04/2019

PRIVATE CAR POLICY

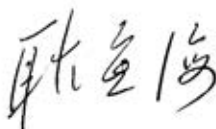
Insurance has been effected between us, China Taiping Insurance (UK) Co Ltd. and you our policyholder and this document read in conjunction with your Certificate of Motor Insurance and Schedule is evidence of that insurance.

The Company will provide insurance in respect of accident injury loss of damage occurring in Great Britain, Northern Ireland, The Isle of Man and The Channel Islands.

The information and statements provided in the Proposal Form and the Declaration which you have made have been relied upon by us in entering into this insurance.

Please examine it to make sure you have the protection you need.

On behalf of China Taiping Insurance (UK) Co Ltd,
Authorised Insurer



Chief Executive

ABOUT OUR SERVICE

We make every effort to deliver a high quality service to our policyholders. If you have a complaint about our service, or about a claim, we operate a swift and effective complaints handling procedure.

- 1 Your complaint can be made orally or in writing, and on your behalf by a third party.
- 2 If you wish to make a complaint you should contact:
The Compliance Officer,
China Taiping Insurance (UK) Company Limited,
2 Finch Lane,
London EC3V 3NA.
Tele: 0207 839 1888 or Fax 0207 621 1202
e-mail: compliance@uk.cntaiping.com
- 3 Our Compliance Officer will acknowledge the complaint. We aim to resolve your concerns in three working days but if we are unable to do so we will confirm to you that we have received your complaint within five working days and advise you of the person who will be dealing with the complaint, and when you can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.
- 4 If your complaint should be more appropriately dealt with by another firm, we will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. We will make this referral to the other firm in writing and advise you by way of a final response that the referral has been made and include the other firm's contact details.

5. Your complaint will be thoroughly investigated and we will respond to it as soon as possible. Within eight weeks we will provide a final response to your complaint in writing or, if it is not possible to respond within that time, we will inform you in writing within twenty business days, why we have been unable to resolve the complaint within that time, why we need more time to do so and when you can expect to receive our final response.

6. If we have not completed our investigation, within eight weeks after the complaint was made, we will write to you and explain why there is a further delay. We will also confirm when we expect to issue our final response and advise you that you may be eligible to refer the complaint to the Financial Ombudsman Service, if you are dissatisfied with the delay. Their address is:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London, E14 9SR

Tel: 0800 023 4 567 from Landlines or 0300 123 9 123 from Mobile phones

(If you are calling from outside of United Kingdom: 0044 20 7964 0500)

Fax: 020 7964 1001

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

Website: www.financial-ombudsman.org.uk

7. Where you are eligible to refer your complaint to the Financial Ombudsman Service you have this right to do so Free of Charge, but you must do so within six months of the date of our Final Response. 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 it believes that the delay was as a result of exceptional circumstances.

8. 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 this way, it will be forwarded to the Financial Ombudsman Service. Alternatively, you can contact the Financial Ombudsman Service directly.

Visit <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN> to access, the Online Dispute Resolution Service.

Please quote our e-mail address: compliance@uk.cntaiping.com

PRIVATE CAR POLICY

This Private Car Policy is a contract of indemnity between us and you our Policyholder.

We will provide insurance in the terms set out in this Policy during any period of Insurance for which we have accepted your premium.

The effective schedule specifies those Sections or Sub-Sections of the Policy which apply (subject to the General Exceptions, the Conditions and any Endorsement to the Policy).

English Law applies to this contract.

DEFINITIONS

We/Us/The Company

China Taiping Insurance (UK) Co Ltd.

You/The Policyholder

The Person(s) named in the schedule.

Schedule

Details of the Policyholder, Company, The Insured Vehicle, Cover and Premium.

Certificate of Motor Insurance

Evidence of the existence of Motor Insurance as required by law.

The Insured Vehicle

The vehicle in respect of which:

- a) details have been supplied to the Company and
- b) a current Certificate of Insurance detailing the Index Mark and Registration Number has been delivered to you.

Period of Insurance

The duration of this Policy as shown in the Schedule, and any further period for which we accept your Premium.

Indemnity

A legal principle which provides that you are placed as near as is possible in the same position after a loss, as you occupied immediately before the loss.

Market Value

The cost of replacing your vehicle with another of similar make, model, age, condition, at the date of loss.

Policy Value

The value of the Insured Vehicle as last advised to the Company.

Excess

The part you must pay of the cost of any claim for damage to your vehicle.

Those indicated under a section will be in addition to any other excess which may apply under any other section.

Spouse

Your legally married partner.

Great Britain

England, Scotland and Wales.

SECTION 1 - LIABILITY TO OTHERS**Cover Provided for You**

We will indemnify you, or your legal personal representative, against your legal liability, arising from any accident involving:

1. the Insured Vehicle, or
2. any other vehicle which your certificate of Motor Insurance permits you to drive or use, or
3. any trailer or disabled vehicle which is being towed at any one time for
 - a) death of, or bodily injury to, any person,
 - b) damage to property.

We will pay all costs and expenses incurred with our written consent.

Cover Provided for Other Persons

In the same way we will, at your request, indemnify the following other persons, as if they were you:

- a) any person you allow to drive the Insured Vehicle, as permitted by your Certificate of Motor Insurance.
- b) any person using (but not driving) the insured Vehicle, with your permission, for social, domestic and pleasure purposes.
- c) passengers travelling in, or getting into or out of the Insured Vehicle.
- d) your Employer, while you are driving or using the Insured Vehicle on their business, provided it is not owned by, hired or leased to your Employer.
- e) your spouse's Employer, while your spouse is driving or using the Insured Vehicle on their business, provided it is not owned by or hired to or leased to the Employer.
- f) the legal personal representative of any deceased person covered under this Section, in respect of the liability incurred by such deceased person.

SECTION 1 does not cover:

- i) liability for damage to the Insured Vehicle or any other property owned by or in the possession of any person indemnified by this Section.
- ii) liability covered by any other insurance.
- iii) liability for more than £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 (including all costs and expense)
- iv) liability caused by acts of terrorism as defined in the Terrorism Act 2000 (UK) and/or the Anti-Terrorism and Crime Act 2003 (Isle of Man) except as is strictly required under the Road Traffic Act;
- v) legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences.

Legal Costs and Expenses

We may provide legal representation:

- a) to defend you or, on your request, any other person entitled to indemnity, on a charge of manslaughter or causing death by dangerous or reckless driving.
- b) at any Coroners Inquest or Fatal Inquiry.

At our option we will provide a Solicitor to represent you, or the person driving the Insured Vehicle, in any Court of Summary Jurisdiction, in connection with any incident which might involve legal liability under this policy.

Emergency Treatment

We will meet the cost of any emergency treatment as required by the Road Traffic Acts.

A payment under this clause will not affect your No Claim Discount (Section 6) or count as a claim under Protected No Claim Discount (Section 7) if applicable.

Compulsory Cover Abroad

We will provide the minimum compulsory insurance required to enable you to use the Insured Vehicle in:

- a) any country that is a member of the European Community.
- b) any other country which the Commission of the EC approves as meeting the requirements of Article 7(2) of the EC Directive on Insurance of Civil Liabilities arising from the use of Motor Vehicles (No.72/166/CEE)

SECTION 2 - FIRE OR THEFT

We will indemnify you against loss of or damage to the Insured Vehicle, and its accessories and spare parts whilst in or on the Insured Vehicle, or in your private garage, caused by fire, lightning, explosion, theft or attempted theft.

If a premium discount is given in consideration of the fitting of an approved security device then indemnity will not be available in respect of loss or damage to the Insured Vehicle directly, or indirectly due to theft unless that device was fitted and fully functional at the time of theft.

The Excess

We shall not be liable for the first amount of any claim under this section as specified in the Schedule. This excess will not apply if the vehicle is in a locked garage at the time of the loss.

SECTION 3 - WINDSCREEN DAMAGE

If the only claim you make is for:

- a) replacement of a broken windscreen or window(s) of the Insured Vehicle, or
- b) repair to a damaged windscreen or
- c) scratching of the bodywork caused solely by this breakage

Your no claim discount will not be affected.

The Excess

We shall not be liable for the first amount of any claim under parts a) and c) of this section as specified in the Schedule.

SECTION 4 - ACCIDENTAL DAMAGE

We will indemnify you against damage or malicious damage to the Insured Vehicle, and its accessories and spare parts whilst in or on the Insured Vehicle, or in your private garage.

The Excess

We shall not be liable for

- a) The first amount of any claim under this section as specified
- b) In addition, while the Insured Vehicle is being driven by, or is in the charge of a young or inexperienced person the excesses in the following table will apply.

| Age of driver or person in charge of vehicle | Excess |
|--|--------|
| Under 21 | £250 |
| 21-24 (inclusive) | £150 |
| 25 or over (inexperienced) | £150 |

The expression “inexperienced” means a person who has not held a full driving licence issued in Great Britain, Northern Ireland, The Isle of Man or the Channel Islands for at least 12 months.

These excesses do not apply while the Insured Vehicle is in the custody of or control of a member of the Motor Trade for the purpose of its’ overhaul, upkeep or repair (Section 9 - Servicing or Repair).

Basis of Claim Payment applicable to Sections 2 and 4

We will at our option, pay either:

- a) for the cost of repair of the Insured Vehicle, or
- b) for the cost of replacement of the Insured Vehicle, or
- c) the amount of the loss or damage.

Any claim payment will not be for more than the Market Value, or for the Policy Value, of the Insured Vehicle, whichever is the less.

Prior to any repairs being undertaken you must notify the Company, and provide a written estimate.

The maximum amount payable by the Company in respect of any claim for loss or damage shall be the market value of the vehicle immediately prior to such loss or damage except that if on an occasion during the period of one year after the date of the first registration of the vehicle as new

- a) the Vehicle is lost by theft and not recovered within 28 days of the loss being reported to the Company
- b) damage within the meaning of this Policy is caused to the Vehicle to an extent greater than 50% of the list price (inclusive of tax) of the Vehicle at the time of such damage.

Replacement With New Car Option

The Company will in lieu of making a monetary payment and subject to the consent of the Insured and of other interested party known to the Company replace the Vehicle with a new vehicle of the same manufacture and model subject to the availability thereof and in such an event the Company shall become entitled to possession and ownership of the lost or damaged vehicle.

If the vehicle is disabled by reason of loss or damage insured under this policy the Company will bear the reasonable cost of delivery to the Insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Insured in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands stated herein.

Clauses Applicable to Sections 2 and 4

- a) **Towing and Delivery Costs**
If the Insured Vehicle is disabled as a result of damage covered under Sections 2 or 4, we will pay the reasonable cost of protecting it and removing it to the nearest repairer.
- b) **Hire Purchase and Leasing Agreements**
If the Insured Vehicle is the subject of a hire purchase or leasing agreement, any claim payment will be made to the legal owner.

c) Audio Equipment

Our liability under Sections 2 and 4 in respect of any claim for loss of or damage to Car Radios, CD or Cassette Players, or the like shall not exceed for any one occurrence the sum of £500 unless otherwise stated.

Exceptions to Sections 2, 3 and 4

We do not cover:

- i) wear and tear or depreciation.
- ii) mechanical, electrical, electronic, or computer faults, breakdowns or breakages.
- iii) loss of value following repair.
- iv) loss of use.
- v) loss of or damage to the Insured Vehicle caused directly or indirectly through theft by deception.
- vi) damage to tyres by punctures, cuts, bursts or braking.
- vii) loss or damage to Telephones, Transceivers, Electronic Route Planners, CB Radios and any ancillary equipment.
- viii) repairs or replacements which improve the Insured Vehicle beyond its condition before the loss or damage.

SECTION 5 - PERSONAL INJURY, PERSONAL EFFECTS & MEDICAL EXPENSES

(a) Personal Injury

If you or your spouse are injured,

- a) solely as a result of an accident involving the Insured Vehicle, or
- b) while travelling in, or getting into or out of any other Private Car,

We will pay the amount specified below for:

- i) death £5,000
- ii) total and irrevocable loss of sight of one or both eyes £5,000
- iii) physical severance at or above the wrist of ankle, or the permanent loss of use of one or more limbs £5,000

But only if:

- a) death, loss, or loss of use occurs within three months and solely and directly as a result of the accident.
- b) the Injured or Deceased Person was not more than 70 years of age at the time of the accident.
- c) the Injured or Deceased Person complied with the law relating to the use of seat belts.

In the event of any person other than you or your spouse suffering bodily injury whilst getting into or out of travelling in the insured vehicle which results in the death of such person within three calendar months then the Company will at the request of the Insured pay the sum of £5,000 to the legal personal representative of the Deceased Person.

We do not cover death or bodily injury:

- a) caused by suicide or attempted suicide.
- b) whilst the injured person was driving under the influence of drink or drugs.

Any claim payment will not be for more than the amount shown above unless otherwise stated.

If any Motor Insurance Policy with the Company provides Personal Injury benefits, payment will be made under one Policy only.

General Condition 4 does not apply to this Section.

(b) Personal Effects

We will pay up to £100 in respect of any one occurrence for loss of or damage to personal effects when carried in the Insured Vehicle caused by:

- a) accident
- b) fire, theft, or attempted theft.

We do not cover:

- i) money, stamps, tickets, documents or securities.
- ii) goods or samples carried in connection with any trade or business.
- iii) property insured elsewhere.

(c) Medical Expenses

If any person in the Insured Vehicle is injured in an accident involving the Insured Vehicle we will reimburse any medical expenses incurred as a result of such injury up to an amount of £250 for each person injured.

SECTION 6 - NO CLAIM DISCOUNT

We will give you a No Claims Discount at renewal in accordance with our normal scales of No Claim Discount, provided no claim has been made or has arisen in the previous Period of Insurance and that the policy has been in place for 12 months with each renewal period being a further 12 months.

Each claim will reduce your No Claims Discount as shown in the table below but windscreen claims will not reduce your No Claims Discount.

Your No Claim Discount is not transferable to any other person.

If you do not make a claim your No Claims Discount will increase at each renewal up to a maximum of 9 years. The tables below show how this works both with and without NCD protection.

Please note your premium may still increase even if you have NCD discount.

SECTION 7 - PROTECTED NO CLAIM DISCOUNT

We will apply the Protected No Claims Discount if you have chosen this option and paid an additional premium for this as shown in the table below.

Your No Claims Discount will not be reduced if you make one claim when you renew your policy but if you make more than one claim in the Period of Insurance your No Claims Discount will be reduced by two years for each claim made as shown in the table below.

No claims bonus protection allows you to make one or more claims before your number of no claims bonus years falls. Please see the step-back procedures for details.

No claims bonus protection does not protect the overall price of your insurance policy. The price of your insurance policy may increase following an accident even if you were not at fault.

You will not be able to protect your No Claims Discount if you have less than 4 years No Claims Discount at the beginning of the Period of Insurance.

Please note your premium may still increase even if you have bought NCD protection.

Below is a practical example of both scenarios:

| No Claims Discount without Protected No Claims Discount | | | | |
|---|--|---------|----------|------------------|
| Current NCD | Reduced NCD at renewal in the event of one or more claims in one period of insurance | | | |
| | If no claim is made | 1 claim | 2 claims | 3 or more claims |
| 1 | At renewal next year: 2 | 0 | 0 | 0 |
| 2 | At renewal next year: 3 | 0 | 0 | 0 |
| 3 | At renewal next year: 4 | 1 | 0 | 0 |
| 4 | At renewal next year: 5 | 2 | 0 | 0 |
| 5 | At renewal next year: 6 | 3 | 1 | 0 |
| 6 | At renewal next year: 7 | 4 | 2 | 0 |
| 7 | At renewal next year: 8 | 5 | 3 | 0 |
| 8 | At renewal next year: 9 | 5 | 3 | 0 |
| 9 | At renewal next year: 9 | 5 | 3 | 0 |

| No Claims Discount with Protected No Claims Discount | | | | |
|--|---|---------|----------|------------------|
| Current NCD | Reduced NCD at renewal in the event of one or more claims in one period of insurance* | | | |
| | If no claim is made | 1 claim | 2 claims | 3 or more claims |
| 1 | At renewal next year: 2 | n/a | n/a | n/a |
| 2 | At renewal next year: 3 | n/a | n/a | n/a |
| 3 | At renewal next year: 4** | n/a | n/a | n/a |
| 4 | At renewal next year: 5 | 4 | 2 | 0 |
| 5 | At renewal next year: 6 | 5 | 3 | 1 |
| 6 | At renewal next year: 7 | 6 | 4 | 2 |
| 7 | At renewal next year: 8 | 7 | 5 | 3 |
| 8 | At renewal next year: 9 | 8 | 5 | 3 |
| 9 | At renewal next year: 9 | 9 | 5 | 3 |

* Your Protected No Claims Discount will not be affected by a maximum of two claims in the three previous years.

If you have had more than two claims in the three previous years of insurance your Protected No Claims Discount will cease.

** If your NCD at renewal is less than 4 years, you will not be able to protect your NCD for the forthcoming period of insurance.

| Number of Years NCD | Average NCD Discount in year | Average Protected No Claims Discount Cost |
|---------------------|------------------------------|---|
| 0 | 0% | n/a |
| 1 | 8% | n/a |
| 2 | 16% | n/a |
| 3 | 21% | n/a |
| 4 | 30% | 10% |
| 5 | 35% | 10% |
| 6 | 40% | 10% |
| 7 | 45% | 10% |
| 8 | 45% | 10% |
| 9 | 45% | 10% |

SECTION 8 - FOREIGN USE

At your request, and subject to the payment of an additional premium, the Company may grant a Foreign Use Extension by which cover under the Policy will be extended to include the use of the Insured Vehicle in specified countries.

We will also cover your liability for the enforced payment of customs duty on the Insured Vehicle after temporary importation into such countries provided your liability arises as a result of any direct loss or damage covered by Sections 2 or 4 of this Policy.

SECTION 9 - SERVICING OR REPAIR

While the Insured Vehicle is in the custody or control of a member of the Motor Trade for servicing or repair, this Policy shall operate but only in so far that it relates to you. For this purpose we will ignore any driving restrictions applicable and anything to the contrary in the Limitations as to Use as defined on the Certificate of Insurance will be of no effect.

SECTION 10 - TRANSIT

We will cover any loss of or damage to the Insured Vehicle, while in transit by sea, including loading and unloading, between ports in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, or between such ports and a port in any other country for which temporary cover has been granted under Section 8 (Foreign Use), provided always that such transit is by a recognised sea route of not longer duration under normal conditions than 65 hours.

CAR SHARING

The receipt of contributions as part of a car sharing arrangement for social or other similar purposes in respect of the carriage of passengers on a journey in the Insured Vehicle will not be regarded as constituting the carriage of passengers for hire or reward (or the use of the vehicle for hiring) provided that:

- a) the vehicle is not constructed or adapted to carry more than seven passengers (excluding the driver)
- b) the passengers are not being carried in the course of a business of carrying passengers.
- c) the total contributions received for the journey concerned do not involve an element of profit.

GENERAL CONDITIONS

1. When an accident, loss or damage occurs, you and any other person indemnified by this policy

a) should:

- i) advise us in writing giving full details, as soon as reasonably possible, and complete the appropriate Motor Accident/ Theft Report Form.
- ii) send to us unanswered and as soon as reasonably possible any letter or other document intimating that claim may be made against you or any other person indemnified under this policy by a third party.
- iii) send to us unanswered any letter of claim or claims form immediately upon receipt.
- iv) advise us immediately of any impending prosecution, Coroners Inquest or Fatal Accident Inquiry, involving any person covered by this Policy.
- v) give all assistance and information we may require.

b) should not:

Make any admission, offer, promise or payment without our written consent.

2. When an accident, loss or damage occurs, we will be entitled to undertake and conduct, in your name, or in the name of any other person indemnified by this Policy:
 - a) the defence or settlement of any claim.
 - b) proceedings to recover, for our own benefit, any payments made under the Policy.
3. We may cancel this policy at any time by giving you seven days notice in writing to your last address known to us. If we cancel your policy we will return the premium paid less the amount for the period the policy has been in force.

You may cancel the policy at any time, in writing or over the phone.

If you cancel:

- before the policy is due to start; or
- within 14 days of the policy starting; or
- within 14 days of receiving your documents (whichever occurs later)

we will return any premium paid less a charge for the number of days for which cover has been given.

If you cancel after those 14 days have passed, we will return any premium paid less a charge for the amount of days where cover has been given and an administration fee of maximum £25+IPT.

We will not refund any premium if you have made a claim or if one has been made against you during the period of cover and the balance of the year's premium will become payable. If you are a resident of Northern Ireland, Isle of Man or the Channel Islands you must return the certificate of motor insurance to us.

4. If at the time of any event resulting in a claim under the policy there is another insurance in force, covering the same liability, loss or damage, we will pay only our share of the claim, except as otherwise stated in this Policy.
5. You and/or any person entitled to drive must take all reasonable steps to prevent loss or damage and to maintain the Insured Vehicle in an efficient and roadworthy condition. We must have free access to examine the Insured Vehicle at all times.

6. Where we have accepted a claim but there is a disagreement over the amount due to you, the matter shall be referred to an Arbitrator appointed in accordance with statutory provisions. Where a disagreement is referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.
7. No payment will be made in terms of the Policy and the Company shall be under no liability thereunder in the respect of any claim where:
 - a) the claim is fraudulent or wilfully exaggerated, or
 - b) false declarations or statements are made in support of such claim, or
 - c) false or invalid documentation of any nature is submitted in support of such a claim.
8. We will only provide the insurance described in this Policy if:
 - a) any person claiming indemnity has complied with all its terms, conditions and endorsements, and
 - b) the declaration and information given in the Proposal Form is complete and correct to the best of your knowledge and belief.
9. If we are obliged to make a claim payment solely because of the compulsory insurance law in any country in which the Policy applies, and which otherwise we would not have been liable to pay, we reserve the right to recover that amount from you and/or and person who incurred liability.
10. We shall not provide any benefit under this policy to the extent that such cover or claim payment would expose us to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations resolutions.
11. **SANCTIONS**
The company shall not provide any benefit under this policy to the extent that such cover or claim payment would expose us to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations Resolutions.

GENERAL EXCLUSIONS

This Policy does not cover:

- (1) any accident, loss, damage or liability when any vehicle covered by this Policy is:
 - a) being used other than in accordance with the Limitations as to Use defined on the Certificate of Insurance or towing a trailer or disabled vehicle except as allowed under Section 1.
 - b) being driven by any person who does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
 - c) being driven by any such person who does not conform to the conditions of the driving licence held.
 - d) being driven by, or is in the charge of for the purpose of being driven by, any person not permitted by Certificate of Insurance to drive the Insured Vehicle.
 - e) being used on that part of the aerodrome, airfield or airport provided for the take-off and landing of aircraft or the movement of aircraft on the surface (except for employees of the Ministry of Defence whilst using the vehicle on MoD property).
- (2) Any consequence (except so far as is necessary to meet the requirements of the Road Traffic Acts) of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

- (3) Any accident, injury, loss or damage (except under Section 1) arising during (unless you can prove it was not caused by) or in consequence of:
 - a) earthquake, or
 - b) riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.

- (4) a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss,
 - b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from :
 - i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - iii) pressure waves caused by aircraft and other aerial devices.

- (5) Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

- (6) Any claim arising beyond the limits of Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands except as otherwise provided in Section 8 (Foreign Use), Section 10 (Transit) and Compulsory Cover Abroad as defined in Section 1.

- (7) The cost of replacing a car or part of a car which fails to operate due to the Millennium-related defect.

- (8) Loss due to theft of the vehicle or its contents whilst the vehicle is left unlocked and unattended or if the ignition keys are left in the vehicle

PRIVACY AND YOUR PERSONAL INFORMATION

China Taiping Insurance (UK) Co Ltd are the data controller (as defined by the UK Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) in respect of this contract of insurance. **We** may obtain, collect and process **your** personal information for the purposes of entering into and performing **our** insurance contract with **you**.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** Privacy Notice which is available on our website at: <https://uk.cntaiping.com/uk-privacy/>

If **you** do not have access to the Internet, please write to **our** Data Protection Officer (at the address shown below) with **your** name and address and a copy will be sent to **you** in the post.

In summary, **we**, may, as part of our agreement with **you** under this contract, collect personal information about **you**, including:-

- Name, address, contact details, date of birth and cover required
- Financial information such as previous credit history, bank details
- Details of any previous insurance claims.
- Information for Employers' Liability Database records (if Employers' Liability insurance is included)

We may also collect sensitive personal information about **you**, and any additional people who **you** wish to be insured under the policy, including medical records to validate a claim should **you** be claiming for sickness or an accident.

We collect and process **your** personal information for the purpose of insurance and claims administration.

Telephone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to us or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** Privacy Notice.

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area ("EEA"). Where such transfers occur, **we** ensure that they do not occur without **our** prior written authority and that an appropriate transfer agreement is put in place to protect **your** personal information to an equivalent standard to that found in the EEA.

We will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask us to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** Privacy Notice, please contact **our** Data Protection Officer at:-

China Taiping Insurance (UK) Co Limited;
2, Finch Lane, London EC3V 3NA
E-mail: dataprotectionofficer@uk.cntaiping.com
Tel: (0044) (0)20 7839 1888

London Office

2 Finch Lane, London EC3V 3NA

Telephone: 020 7839 1888 Facsimile: 020 7621 1202

Manchester Office

Manchester One, 53 Portland Street, Manchester M1 3LD

Telephone: 0161 236 2631 Facsimile: 0161 237 9171