

Your Car Insurance Policy

Policy booklet



Welcome to NatWest Car Insurance

Thank you for choosing NatWest Car Insurance. This policy booklet gives full details of your cover and should be read along with your motor proposal confirmation, certificate of motor insurance and schedule. Please keep all your documents in a safe place. If you have any questions about your policy, please call us on the number shown on your schedule.

We're helping to keep prices low with anti-fraud technology

When a small minority make fraudulent claims, not only are they breaking the law but they're also driving up the cost of everyone else's policies. That's why at NatWest Car Insurance we're using specialised detection processes to prevent people from making false or exaggerated claims. This also means that we can settle genuine claims as quickly as possible. So you can rest assured that we're doing all we can to help protect you from paying the price of fraud.

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Customer information

Changes to your insurance

You must tell us if any of the following details change **before you need cover to start**:

- you change your car;
- you modify your car (please see general condition 8 for further details);
- you add another driver to your policy or amend the driving restriction;
- you change the use of your car (e.g. change from social domestic and pleasure to business use);
- you wish to increase your cover (e.g. change from third party only to comprehensive).

You must tell us **immediately** if any of the following details change:

- the address where you normally keep your car;
- if you, or anyone covered by this policy change jobs, including part time.

Any change during the period of insurance may result in an additional or return premium and will be subject to an administration fee. See general condition 4 for further details.

You must tell us about the following changes **before the next renewal date** (or at the time you are making any of the changes already mentioned) if you or anyone covered by this policy have:

- passed their UK driving test;
- had insurance cancelled by an insurer. This includes a policy declared null and void (as though it has never existed), a renewal declined by an insurer or a policy cancelled by an insurer due to, but not restricted to, non-payment, fraud or misrepresentation;
- had any accidents, thefts or losses (whether a claim was reported or not and regardless of blame);
- had any motoring convictions (including penalty points, fixed penalties, speed camera offences and disqualifications), pending prosecutions, outstanding police enquiries, criminal convictions or charges for a criminal offence;
- any physical or mental impairment that must be notified to the Driver and Vehicle Licensing Agency (DVLA) or the Driver and Vehicle Agency Northern Ireland (DVANI).

Making a change to your policy?

Call: 0845 246 0448

Uninsured driver promise

If you make a claim for an accident that is not your fault and the driver of the car that hits your car is not insured, you will not lose your No Claim Discount or have to pay any excess.

Conditions

We will need:

- the car registration number and the make and model of the car; and
- the driver's details, if possible.

It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if available.

When you claim, you may have to pay your excess. Also, if when your renewal is due, investigations are still ongoing, you may lose your No Claim Discount temporarily. However, once we confirm that the accident was the fault of the uninsured driver, we will repay your excess, restore your No Claim Discount and refund any extra premium you have paid.

This promise is for comprehensive policy holders only.

A summary of your cover

Please read this document carefully. Full terms and conditions can be found within the policy documents. This summary does not form part of the contract between us.

The car policy you have purchased is underwritten by U K Insurance Limited and will run for 12 months or as shown on the certificate of motor insurance. Depending upon the level of cover you have chosen, the following sections will apply. Please read your policy carefully to ensure the level of cover selected meets your needs.

- Comprehensive – sections A–G of your policy booklet
- Third Party, Fire and Theft – sections A, C and G
- Third Party Only – sections A and G

If you have chosen Uninsured Loss Recovery, section H will apply in addition to the sections above.

Significant features, exclusions and limitations of an NatWest Car Insurance policy

- **Section A** – Damage to a third party’s property is covered up to £20 million.
- **Section A** – Driving other cars is included within your policy, subject to selected criteria being met. Cover is limited to **Third Party Only**, i.e. the car you are driving will not be covered. Please refer to your certificate of motor insurance to see if you have this benefit.
- **Section B** – Permanently fitted in-car audio, television, telephone and electronic navigation equipment up to a maximum £1,000. (If fitted as part of the car’s standard equipment, cover is unlimited.) Details can be found on your schedule.
- **Section B** – Your vehicle will be covered up to its UK market value.
- **Section C** – If the doors, windows, boot or roof (in the case of convertibles) are not securely locked or if you leave the vehicle unattended or unoccupied and

you have not removed the keys or devices used to gain entry or to operate the car then you will not be covered for theft claims either of or from the vehicle.

- **Section C** – All security and tracking devices which we insist are fitted to your car should be active and in full working order. A network subscription, for any tracking device which we insist is fitted to your car, must be current and operable. A driver recognition device for any tracking device which we insist is fitted to your car, must not be left in or on your car whilst unattended. If not, then claims for theft of and from your car will not be covered.
- **Section D** – Comprehensive cover includes windscreen damage.
- **Section G** – Full foreign use cover charges are based on the time spent abroad and your car’s insurance vehicle grouping. For information on charges please contact us.
- **Section H** – Uninsured Loss Recovery provides legal cover up to £100,000 to help in claiming back your uninsured losses including compensation for personal injury.
- **Section H** – No refund of premium will be given if you cancel Uninsured Loss Recovery or if you make a claim in the policy year.
- **Courtesy car** – A courtesy car will be provided, subject to availability, under sections B and C for the duration of the repairs, however, you must use one of our approved repairers. If the vehicle is not being repaired no courtesy car will be provided.
- All repair work is guaranteed for five years if you use one of our approved repairers.

Any excesses and endorsements applicable to your policy can be found on your schedule along with cover limits and premiums due.

Your right to cancel

The below confirms your right to cancel when you buy or renew your policy.

When you buy your policy:

If you cancel before your policy is due to start, we will return any premium paid in full. Please return all your documents after cancelling the policy.

If the policy has started and you cancel within 14 days of it starting or within 14 days of receiving your documents (whichever occurs later), we will return any premium paid, as long as no claim or loss has arisen in the current period of insurance. Please return all your documents after cancelling the policy.

If you cancel after those 14 days have passed we will return any unused premium less an administration fee as shown in your Schedule as long as no claim or loss has arisen in the current period of insurance. Please return all your documents after cancelling the policy.

When you renew your policy:

If you cancel before the new period of insurance (renewal) is due to start, we will return any premium paid in full. Please return all your documents after cancelling the policy.

If the new period of insurance (renewal) has started and you cancel within 14 days of it starting or within 14 days of receiving your documents (whichever occurs later), we will return any premium paid in full, as long as no claim or loss has arisen in the current period of insurance. Please return all your documents after cancelling the policy.

If you cancel after those 14 days have passed, we will return any unused premium less an administration fee as shown in your Schedule. We will not refund any premium if you have made a claim or if one has been made against you during the current period of cover.

A summary of your cover continued

How to make a claim

To notify us of a claim please telephone **0845 246 0441**.

How to complain

If you need to complain, please call us on **0845 246 0448**.

If we cannot sort out the differences between you and us, you can take the matter to the Financial Ombudsman Service (FOS). It is an independent organisation that operates according to the rules made by the Financial Services Authority.

Their address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Phone: **0845 080 1800**. You can visit the FOS website at **www.fos.org.uk**.

The FOS will contact us for you. The FOS will tell you its decision direct.

Being referred to the FOS will not affect your legal rights.

If you are a business and for any reason your complaint falls outside of the jurisdiction of the FOS then we will still respond to your complaint but if we cannot sort out the differences between us you will not be able to refer the matter to FOS. However, this will not affect your legal rights.

Details about our Regulator

U K Insurance Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at **www.fsa.gov.uk**, or the Financial Services Authority can be contacted on **0845 606 1234**.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% 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. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme **www.fscs.org.uk**.

Your policy

This policy booklet gives full details of your cover. You should read it along with your motor proposal confirmation, certificate of motor insurance and schedule. Please keep all your documents in a safe place.

Your policy is made up of:

- the motor proposal confirmation;
- this policy booklet from pages 7 to 27;
- the certificate of motor insurance;
- the schedule.

We promise to always be fair and reasonable and to act quickly whenever you need to make a claim under this policy. If you feel we have not met this promise, we will do everything possible to deal with your complaint quickly and fairly.

This policy is evidence of the contract between you and us, U K Insurance Limited, based on information you have given to us.

In return for receiving and accepting the premium, we will provide insurance under this policy for the sections shown in the schedule as applying for the accident, injury, loss or damage which has happened in the territorial limits during the period of insurance. Under European law, you and we may choose which law will apply to this contract. English law will apply unless you and we agree otherwise.

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs.

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Policy definitions

Wherever the following words or expressions appear in **your policy**, they have the meaning given here unless we say differently.

Accessories – parts or products specifically designed to be fitted to **your car**. We may treat some accessories as **modifications**, so please tell us about any alterations to **your car**.

Approved repairer – a repairer we have approved and authorised to repair **your car** following a claim under section B or section C of this policy.

Approved windscreen supplier – a repairer we have approved and authorised to repair or replace **your windscreen** as shown on **your schedule and certificate of motor insurance**.

Certificate of motor insurance – this document provides evidence that **you** have taken out the insurance **you** must have by law. It identifies who can drive **your car** and the purposes for which **your car** can be used.

Convertible – these are motor vehicles in which the roof is removable and/or can retract and are often referred to as cabriolets, roadsters and/or soft/ hard tops.

Convictions – these include all motoring convictions, penalty points, fixed penalties, speed camera offences and disqualifications.

Excess – the amount **you** must pay towards any claim.

Imported car – a car that may have been registered in the UK but which was not originally built to be sold in the UK.

Loss of any limb – severance at or above the wrist or ankle, or the total and irrecoverable loss of use of a hand, arm, foot or leg.

Market value – the cost of replacing your car with another of the same make and model and of a similar age and condition at the time of the accident or loss.

Modifications – any changes to your car’s standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of your car (including wheels, suspension, bodywork and engine) and include changes made to your car by the previous owner(s).

Motor proposal confirmation – the document recording the statements made and information you gave or which was given for you when you bought your policy.

Partner – your husband, wife or someone you are living with as if you are married to them.

Policy – this policy booklet, schedule, motor proposal confirmation and certificate of motor insurance.

Road Traffic Act – any Acts, laws or regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Schedule – the document that identifies the policyholder and sets out details of the cover your policy provides.

Terms – all terms, exceptions, conditions and limits which apply to your policy.

Track day – when your car is driven on a racing track, on an airfield or at an off-road event.

Trailer – any form of trailer that has been specially built to be towed by a motor car.

We, us, our – U K Insurance Limited.

You, your – the person named as the policyholder in the schedule. If section H is included on the schedule, this definition is extended under that section to include authorised drivers as shown in the certificate of motor insurance and any passengers.

Your car – the car described in the current schedule. In section B ‘Damage to your car’ and section C ‘Fire and theft’, the term ‘car’ also includes its accessories and spare parts, whether they are on or in the car, or in your locked private garage.

Section A - Liability to other people

1a Cover for you

We will cover you for your legal liability to other people arising from an accident which involves your car and:

- you kill or injure someone;
- you damage someone else's property.

This cover also applies to an accident involving a trailer or vehicle you are towing.

1b Driving other cars

If your certificate of motor insurance says so, this policy provides the same cover as above in 1a when you are driving any other motor car as long as you do not own it and it is not hired to you under a hire-purchase or leasing agreement. This cover only applies if:

- there is no other insurance in force which covers the same liability;
- you have the owner's permission to drive the car;
- the car is registered in and being driven in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands; and
- you still have your car and it has not been damaged beyond cost-effective repair.

Note – There is no cover under clause 1b for damage, fire or theft to the car you are driving.

2 Cover for other people

We will also provide the cover under section 1a for:

- anyone insured by this policy to drive your car, as long as they have your permission;
- anyone you allow to use but not drive your car;
- anyone who is in or getting into or out of your car;

- the employer or business partner of anyone covered by this section while your car is being used for business purposes provided your certificate of motor insurance allows business use; or
- the legal personal representative of anyone covered under this section if that person dies.

3 Costs and expenses

a. Legal costs

If there is an accident covered by this policy, we have the option entirely at our discretion to pay the reasonable legal costs and/or expenses to defend or represent you or any driver covered by this policy:

- at a coroner's inquest or fatal accident inquiry; and/or
- in criminal proceedings arising out of the accident.

We must agree to all legal costs and/or expenses beforehand.

If we agree to pay such legal costs and/or expenses, we will advise you as to the extent of any assistance we will give.

b. Emergency medical treatment

We will pay for emergency treatment fees as set out in the Road Traffic Act. If we make a payment under this section only, it will not affect your no claim discount.

4 Payments made outside the terms of the policy

If, under the law of any country, we must make a payment that is not covered by the policy, we have the right to recover this payment from you or the person who is liable.

Exceptions to section A

What is not covered

We will not cover:

- loss of or damage to any car you drive or any trailer 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 caused by any driver insured by this policy to any property they own or are responsible for;
- 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 expenses);
- liability caused by acts of terrorism as defined in the Terrorism Act 2000 except as is strictly required under the **Road Traffic Act**;
- legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences.

Section B - Damage to your car

What is covered

If your car is damaged, we have the option to:

- pay to repair the damage or repair the damage ourselves;
- replace what is lost or damaged, if this is more cost-effective than repairing it; or
- settle your claim by sending you a cheque or by bank transfer.

The most we will pay

We will not pay more than the market value of your car at the time of the loss (less any excess that may apply).

What is not covered

We will not cover:

- the sum of all excesses shown on the schedule. These may include the 'own damage' excesses and 'young or inexperienced driver' excesses if these apply. An inexperienced driver is a person who has held a full driving licence for less than one year.

Section C - Fire and theft

What is covered

If **your car** is lost or damaged as a result of theft, attempted theft, fire, lightning or explosion, **we** have the option to:

- pay to repair the damage or repair the damage ourselves;
- replace what is lost or damaged if this is more cost-effective than repairing it; or
- settle **your** claim by sending **you** a cheque or by bank transfer.

The most we will pay

We will not pay more than the **market value** of **your car** at the time of the loss (less any **excess** that may apply).

What is not covered

We will not cover:

- the **excess** shown in the **schedule**, unless **your car** is stolen from a private locked garage;
- loss or damage to **your car** as a result of someone acquiring it by fraud or trickery while pretending to be a buyer;
- loss or damage caused by theft or attempted theft if the keys and/or other devices which unlock **your car** and/or enables **your car** to be started and driven are left in or on **your car** which is unattended, or if **your car** has been left unattended and not properly locked (this includes any window, roof opening, removable roof panel or hood being left open or unlocked);
- loss or damage caused by theft or attempted theft to readily removable in-car electronic equipment unless it is in a glove compartment or a locked boot. In which case **we** will provide cover up to the amount shown in the **schedule**;
- loss or damage if any security or tracking device, which **we** insist is fitted to **your car**, has not been set or is not in full working order;
- loss or damage if the network subscription, for any tracking device which **we** insist is fitted to **your car**, is not current and operable; or
- loss or damage if the driver recognition device for any tracking device which **we** insist is fitted to **your car**, is left in or on **your car** whilst unattended.

Section D - Windscreen damage

What is covered

We will pay to:

- replace or repair broken glass in the windscreen, sunroof or windows of your car, and repair any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage to your car; or
- replace the roof and rear windscreen assembly together if your car is fitted with a folding roof and it is more cost-effective than replacing the glass alone.

Claims under this section will not affect your no claim discount.

The most we will pay

We will not pay more than the market value of your car at the time of the loss (less any excess that may apply).

What is not covered

We will not cover:

- the excess shown in the schedule; or
- any amount greater than the limit shown in the schedule if you do not use an approved windscreen supplier.

Exceptions which apply to sections B, C and D

What is not covered

We will not cover:

- loss or damage caused by wear and tear or loss of value;
- any part of a repair or replacement which improves **your car** beyond its condition before the loss or damage took place;
- any mechanical, electrical or computer failure, breakdown or breakage;
- damage to tyres caused by braking, punctures, cuts or bursts;
- damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound;
- deliberate damage caused to **your car** by anyone insured under this **policy**;
- loss of use or other indirect loss such as travel costs or loss of earnings;
- loss or damage to any **trailer** or vehicle, or their contents, while being towed by **your car**;
- loss or damage to **your car** if, at the time of the incident, it was being driven or used without **your** permission by someone in **your** family or someone who is living with **you** (this exception does not apply if the person driving is reported to the police for taking **your car** without **your** permission);
- any amount over that shown in the **schedule** for loss of or damage to permanently fitted in-car audio, television, phone, CB radio, games-console, electronic-navigation or radar detection equipment (if the equipment is part of **your car** specification when first registered, we will provide unlimited cover);
- loss or damage due to any government, public or local authority legally taking, keeping or destroying **your car**;
- any reduction to the **market value** of **your car** as a result of it being repaired.

Conditions which apply to sections B, C and D

1 Hire-purchase, leasing and other agreements

If **your car** is currently on a hire purchase or financing agreement (except leasing) **we** will settle the claim by paying the legal owner. **We** will only pay **you** any remaining balance if ownership of **your car** is to be transferred to **you** at the end of the hire purchase or financing agreement.

If **your car** is on a leasing agreement, **we** will settle the claim by paying the legal owner.

2 Parts

We may decide to repair **your car** with parts which have not been made by **your car's** manufacturer but which are of a similar standard.

If any part or **accessory** is not available, the most **we** will pay for that part will be the cost shown in the manufacturer's last United Kingdom price list (plus reasonable fitting costs).

3 Removing and delivering your car

If **your car** cannot be driven as a result of loss or damage covered under this **policy**, **we** will pay the reasonable cost of taking it to the nearest suitable repairer. **We** will also pay the reasonable cost of delivering **your car** to **you** at the address shown in the **schedule** after it has been repaired.

We may put **your car** in safe storage, before it is repaired, sold or taken for scrap. **We** will pay the reasonable cost of storage.

Following an accident, **we** will help **you** and **your** passengers make arrangements to get home, to **your** original destination or take **you** to a safe place.

4 Repairs

If **our approved repairers** carry out the repairs, **you** do not need an estimate. Repairs carried out by **our approved repairers** are guaranteed for five years unless **you** sell **your car**.

You can arrange for reasonable and necessary repairs to be carried out at a repairer of **your** choice. However, **you** must give **us** full details of the incident and **we** must approve the detailed repair estimate before the work begins. Unless repairs are carried out by **our approved repairers** they are NOT guaranteed by **us** even though **we** may pay for those repairs directly.

5 Uneconomical repairs

If **your car** is uneconomical to repair (written off) and **we** agree to settle **your** claim on that basis, **you** still owe the full yearly premium as **we** will have met all **our** responsibilities to **you** under the **policy**. Once **we** settle **your** claim, **your car** will become **our** property and **you** must send **us** the registration document.

All cover will then end unless **we** agree differently. **We** will not refund any of **your** premium.

Section E - Personal accident

What is covered

We will pay you or your legal representatives if you or your partner are accidentally injured while travelling in or getting into or out of any car, and this injury alone results within three calendar months of the date of the accident, in:

- death;
- total irrecoverable loss of sight in one or both eyes; or
- loss of any limb.

We will pay the benefit shown in the schedule.

What is not covered

We will not cover:

- any injury or death resulting from suicide or attempted suicide;
- anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident; or
- an injured person under this policy if we insure them against personal accident under any other car insurance policy.

The most we will pay in any period of insurance is one benefit shown in the schedule.

Section F - Other benefits

1 Medical expenses

We will pay medical expenses up to the amount shown in the schedule for each person injured if **your car** is in an accident, as long as there is no cover in force under another car insurance policy.

2 Personal belongings

We will pay for loss of, or damage to, clothing and personal belongings caused by fire, theft, attempted theft or accident, while they are in or on **your car**. The most we will pay for any one incident is the amount shown in the schedule. If you ask us to pay someone else, we will have no further responsibility to you once we have done so.

What is not covered

We will not cover loss of or damage to:

- money, credit or debit cards, stamps, tickets, vouchers, documents, securities (such as share and Premium Bond certificates), goods or samples carried in connection with any trade or business; or
- property insured under any other policy.

3 Hotel expenses

If **your car** cannot be driven after an accident or loss covered under section B of this policy, we will pay up to £150 for the driver (or £250 in total for all the people in the car) towards the cost of hotel expenses for an overnight stay if this is necessary.

4 New car cover

If **your car** is less than one year old and you are the first and only registered owner, we will replace it with one of the same make and model if it has:

- been stolen and not found; or
- suffered damage covered by the policy and the cost of repairing is more than 60% of the last United Kingdom 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, or **your car** was not supplied as new in the UK, we will pay you the market value of **your car** at the time of the loss (less any excess that may apply). If we settle a claim under this clause, the lost or damaged car becomes our property and you must send us the registration document.

5 Child car seats

If you have a child car seat fitted to **your car** and **your car** is involved in an accident, damaged by fire or theft or stolen and not recovered, we will cover you for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage.

Section G - Territorial limits and foreign use

1 Territorial limits

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

2 Using your car abroad

This 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 country which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liabilities arising from using motor vehicles (number 72/166/CEE).

Countries include:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and Switzerland.

3 Extending your policy cover abroad

In return for any extra premium we may charge, we will extend your policy and give you the same level of cover as you have in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands for the agreed period. Your car will also be covered during journeys between those countries by a recognised carrier.

Cover in these countries only applies if your main permanent home is in the United Kingdom and your visit abroad is for less than 90 days.

4 Customs duty

If you have to pay customs duty on your car in any of the countries covered in clause 2 because of repairs covered under the policy, we will pay these costs for you.

Section H - Uninsured Loss Recovery (optional extra)

This section only applies if it is shown on **your schedule**. This section covers legal expenses insurance.

Definitions

In this section H only, the words below will have the following meanings:

Costs – legal costs reasonably and proportionately incurred by **your solicitor** on the standard basis or in accordance with The Predictable Costs Scheme if applicable. We will also pay costs which you are ordered to pay by a court and any other costs we agree to in writing.

Court – court, tribunal or other suitable authority.

Solicitor – any suitably qualified person appointed to represent you under this section of the policy.

Territorial limits – any country which is a member of the European Union and any country which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liabilities arising from using motor vehicles (number 72/166/CEE).

Uninsured losses – losses which you cannot recover from any insurance policy.

Cover provided

We will pay the costs of recovering **uninsured losses** which arise directly from any non-fault road-traffic accident involving **your car** causing:

- **your death or injury;**
- **damage to your car;**
- **damage to any property in your car which you own or are legally responsible for; or**
- **any other uninsured losses you suffer.**

The most we will pay is £100,000 for any claim or claims arising from any one incident.

Subject to the exceptions and conditions of this section of the policy we agree to provide this cover if:

- at the time of the incident, **your car** is being driven or used by a person identified in, and for a purpose allowed by, **your certificate of motor insurance;**
- the incident happens within the **territorial limits**, and after cover started;
- any legal proceedings will be carried out within the **territorial limits** by a court which we agree to; and
- we and **your solicitor** agree that it is more likely than not that you will be successful with **your claim** for damages.

Section H - Uninsured Loss Recovery continued

General exceptions which apply to Uninsured Loss Recovery cover

See also the general exceptions which apply to the whole policy. You are not covered for any claim arising from or relating to:

- Costs that relate to a period before we have accepted your claim;
- Fines, penalties, compensation or damages which you are ordered to pay by a court;
- A dispute with us about this section of the policy, other than as shown in general condition 5 on page 21;
- Costs if you stop or settle a claim, or withdraw instructions from the solicitor, without good reason. If this applies, you will then have to refund any costs we have paid during your claim.

General conditions which apply to Uninsured Loss Recovery cover

See also the general conditions which apply to the whole policy.

If you do not keep to these conditions, we may:

- cancel this section;
- refuse or withdraw from any claim;
- claim back from you costs paid by us;
- do all of the above.

1 You must do the following:

- Send us full details of your claim in writing as soon as possible and in any event no later than 180 days after the date you knew about or should have known about the incident giving rise to the claim;
- Send us any other information that we ask for. (You must pay any costs involved in providing this information);

- If we ask, you must tell the solicitor to give us any documents, information or advice that they have or know about;
- Fully co-operate with the solicitor and us, and not take any action that has not been agreed by your solicitor or by us;
- Keep us up to date with the progress of your claim;
- Tell us if the solicitor refuses to continue to act for you or if you withdraw your instructions;
- Tell us if anyone makes a payment into court or offers to settle your claim;
- Tell your solicitor to claim back all costs that you are entitled to and pay to us all costs that we have paid;
- Get our agreement to stop, settle, negotiate or withdraw from a claim.

2 Appointing a solicitor

- We have chosen a panel of law firms to provide legal services. While you are responsible for any costs they charge, your policy will cover them as long as you keep to the policy conditions.
- These firms make payments to us which depend on the number of personal injury claims we refer to them and they may also provide other services to us on a reduced cost or no cost basis.
- You have the right to choose a solicitor to safeguard your interests from the time you have the right to make a claim under this policy. This includes the right to choose the solicitor to serve your interest in any inquiry or proceedings or if a conflict of interests arises.

- Any solicitor you choose will be appointed to act for you in line with our standard terms of appointment. (You can ask us for a copy).
- You must not enter into any agreement relating to charges with the solicitor without getting our permission first.
- If a solicitor refuses to continue acting for you with good reason, or if you dismiss them without good reason, your cover will end immediately unless we agree to appoint another solicitor.

3 You must tell your solicitor to do the following:

- Get our written permission before instructing a barrister or an expert witness.
- Tell us immediately if it is no longer more likely than not that you will be successful with your claim.

4 We can do the following:

- Contact the solicitor at any time, and he or she must co-operate fully with us at all times;
- Decide to settle your claim by paying you the compensation you are likely to be awarded by a court instead of starting or continuing your claim or legal proceedings;
- Refuse to pay further costs if you do not accept an offer or payment into court to settle a claim which we or your solicitor considers should be accepted;
- Refuse to pay further costs if it is no longer more likely than not that you will be successful with your claim.

5 Disputes

You may refer any disagreement between you and us to the Financial Ombudsman Service, which is a service offered to you free of charge. (See page 31 for details of our complaints procedure.)

You also have the right to refer any disagreement between you and us to arbitration (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor, barrister or other suitably qualified person that you and we agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the United Kingdom whose law governs this section of the policy.

We and you must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

6 Cancellation

We can cancel your Uninsured Loss Recovery cover by sending you, the Policyholder, seven days' notice in writing to your last known address. You, the Policyholder, can cancel your Uninsured Loss Recovery cover by telling us.

We will only refund the part of the premium you have not used when we cancel the cover. We will not refund any premium when you cancel the cover or if a claim has been made. If the cover is cancelled, it will not affect your rights to any claim which happened while the cover was in force.

General conditions 2, 3 and 5 on pages 25 to 26 do not apply to Uninsured Loss Recovery.

Courtesy car following a claim

If you make a claim under section B or section C of your policy and your car is repaired by an approved repairer, they will give you a car whilst your car is being repaired, subject to availability. The courtesy car is intended to keep you mobile whilst the repairs are carried out and is not meant to be equivalent in terms of the size, type, value or status of your car.

Your policy will cover you to drive a courtesy car which an approved repairer has provided to you under section B or section C.

This cover will apply to everyone named on your certificate of motor insurance and is restricted to the limits on use and exclusions shown on the certificate of motor insurance. The courtesy car supplied to you cannot be used in any European country other than Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

The cover provided for a courtesy car is subject to the terms, conditions and exceptions described in your policy and schedule.

If the cover provided under this policy is third party, fire and theft, the cover provided for the courtesy car will be comprehensive and you will have to pay for the first £250 of any claim under section B for accidental damage, £75 under section D for windscreen replacement and £10 for windscreen repair.

General exceptions

General exceptions which apply to sections A to H

You are not covered for any of the following:

1 Who uses your car

We will not cover any injury, loss, damage or liability which takes place while your car is being:

- driven by any person not described as entitled to drive by the certificate of motor insurance or schedule;
- used for any purpose not allowed by the certificate of motor insurance or schedule;
- driven by someone who does not have a valid driving licence or is disqualified from holding or obtaining such a licence or is breaking the conditions of their driving licence.

This exception does not apply if your car is:

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

2 Contracts

We will not cover any legal liability that arises as a result of you entering into any agreement or contract, unless you would have been liable even without such an agreement or contract.

3 Radioactivity

We will not cover any loss or damage to property or any direct or indirect loss, expense or liability caused or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

4 War

We will not cover any injury, loss, damage or liability caused by war, invasion, revolution or a similar event except as is strictly required under the Road Traffic Act.

5 Riot

We 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 A of this policy.

6 Use on airfields

We will not cover any injury, loss, damage or liability caused by using your car in any area where aircraft are normally found to be landing, taking off, moving or parked.

General exceptions continued

7 Pollution

We will not cover any injury, loss, damage or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of insurance.

8 Recovery of seized cars

We will not cover securing the release of a motor car, other than **your car**, which has been seized by, or on behalf of, any government or public authority.

9 Use on Nürburgring Nordschleife

We will not cover any injury, loss, damage or liability whilst **your car** is being used or driven on the Nürburgring Nordschleife.

General conditions

General conditions which apply to sections A to H

1 Your duty

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

All information given to us must be, as far as you know, correct.

It is your responsibility to make sure that information relating to all drivers covered by the policy is accurate. If we discover that you or someone acting for you knowingly gave false information, we will cancel the policy, treat it as though it had never existed and we will not pay your claim.

2 Notification of accidents and losses

You must tell us as soon as reasonably possible about any incident which may lead to a claim under this policy. If you receive any notice of prosecution, inquest or fatal accident inquiry or you are sent a writ, summons, claim or letter, you must send it to us, unanswered, as soon as possible.

3 Claims procedure – Our rights and your obligations

- a You must not admit liability for or negotiate to settle any claim without our written permission.
- b We are entitled to:
 - take over and carry out the negotiation, defence or settlement of any claim in your name, or in the name of any other person covered by this policy;
 - take proceedings in your name, or in the name of any other person covered by this policy, to get back any money we have paid under this policy.
- c You must give us any information and help we need.

This condition does not apply to section H.

4 Administration Fee

If you make any temporary or permanent changes to your policy during the year you may have to pay an administration fee as well as any additional premium.

An administration fee may apply even though an amendment results in a return of premium to you. Please refer to your schedule for details of the administration fee.

5a Cancellation by us

We have the right to cancel this policy by sending seven days written notice to your last known address. If we do, we will return the premium less an amount for the period the policy has been in force. The certificate of motor insurance remains our property and you must surrender it to us within seven days of the cancellation date.

If we have cancelled due to you not paying an instalment and you have made a claim, or one has been made against you during the current period of cover, then the balance of the year's premium shall become payable.

Please note under the Road Traffic Act it is an offence not to surrender the certificate of motor insurance within seven days of the cancellation date.

5b Cancellation by you

You can cancel this policy at any time by telling us either over the phone or in writing. Please return the certificate of motor insurance. Please note under the Road Traffic Act it is an offence not to surrender the certificate of motor insurance within seven days of the cancellation date.

Cancelling the direct debit instruction does not mean you have cancelled the policy.

General conditions continued

- If you cancel before your policy is due to start, we will return any premium you have paid in full.
- If you cancel within 14 days of the policy starting or within 14 days of receiving your documents (whichever occurs later) we will return any premium paid.
- If you cancel after those 14 days have passed, we will return any premium paid less:
 - charge for the number of days for which cover has been given; and
 - an administration fee as shown in your schedule.

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.

5c Cancellation on renewal

- If you cancel before the new period of insurance (renewal) is due to start, we will return any premium paid in full.
- If the new period of insurance (renewal) has started and you cancel within 14 days of it starting or within 14 days of receiving your documents (whichever occurs later), we will return any premium paid in full.
- If you cancel after those 14 days have passed, we will return any premium less a charge for the number of days for which cover has been given and an administration fee as shown in your schedule.

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.

Please return the certificate of motor insurance.

Please note under the Road Traffic Act it is an offence not to surrender the certificate of motor insurance within seven days of the cancellation date.

5d Suspensions

You can suspend this policy at any time by telling us either over the phone or in writing. Please return the certificate of motor insurance.

- If you suspend cover we will retain any premium paid. If you are paying by instalments, you must continue paying instalments during the period of suspension.
- If cover is suspended for more than 28 days in a row or if the policy expiry date passes during the period of suspension, we will refund you a portion of your premium for the suspension period. If cover is suspended for less than 28 days in a row and reinstated before the policy expiry date we will not refund any premium.

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.

6 Taking care of your car

You and any person who is covered by this policy must:

- make sure your car is roadworthy;
- take all reasonable steps to protect your car and its contents from loss or damage;
- make sure you keep property left in an open or convertible car in a locked boot or locked glove compartment; and
- allow us to examine your car at any reasonable time if we ask you.

7 Car sharing

Your policy covers you for carrying passengers for social or similar purposes in return for payment. But it does not cover you if:

- your car is made or adapted to carry more than eight passengers (excluding the driver);
- you are carrying the passengers as customers of a passenger-carrying business; or
- you are making a profit from the passengers' payments.

If you are not sure whether a car-sharing arrangement is covered by the terms of this policy, please contact us.

8 Modifications to your car

You must tell us what modifications you intend to make and obtain our agreement prior to making them. Modifications are changes to your car's standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of your car (including wheels, suspension, bodywork and engine).

If you do not tell us about any relevant modifications, we may:

- reject or reduce your claim;
- treat the policy as void (i.e. as though it has never existed).

9 Fraud

If you or anyone acting for you make a claim knowing that any part of it is false, we will not pay the claim and we may cancel your policy.

We may also involve the relevant authorities to bring criminal proceedings.

10 Other insurance

If you have other insurance which covers the same loss, damage or liability, we will not pay more than our share of your claim. This does not apply to personal accident benefit (see section E).

11 If you miss a payment

If you are paying your premium in instalments and your bank has advised us that you have cancelled your direct debit, we will contact you for payment. If we do not receive payment we may cancel your policy. Cancelling your Direct Debit does not mean that you have cancelled the policy. If you have made a claim or one has been made against you in the current period of insurance then the balance of the year's premium shall become payable.

12 If you have not paid your premium

We may refuse your claim or deduct any unpaid premiums from any claim payment we make to you.

13 People involved in this contract

This contract is between you and us. Nobody else has any rights they can enforce under this contract except those they have under the Road Traffic Act.

14 Automatic renewal

We may automatically renew your policy on the renewal date. If we plan to automatically renew, we will let you know we are planning to do this before your cover ends together with sending you details of the renewal premium. If you do not want to renew this policy, you should let us know before the renewal date.

15 Vehicle registration

To be covered by this policy your car must be registered in, or be in the process of being registered in, the UK, the Channel Islands or the Isle of Man.

Your information

Who we are

NatWest Car Insurance is arranged by The Royal Bank of Scotland plc and underwritten by U K Insurance Limited (“UKI”).

You are giving your information to The Royal Bank of Scotland plc and UKI. Both are members of the Royal Bank of Scotland Group (The Group). In this Information statement ‘we’ ‘us’ and ‘our’ refers to The Royal Bank of Scotland plc and UKI unless otherwise stated.

For information about our Group of companies please visit www.rbs.com and click on ‘About Us’, or for similar enquiries please telephone **0131 556 8555** or Textphone 0845 900 5960.

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.

How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers.

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with you;

- understand our customers’ requirements;
- develop and test products and services.

We do not disclose your information to anyone outside the Group 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
- 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.

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.

Motor Insurance Database (MID)

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

- Electronic Licensing (Tax Discs);
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders);

- The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on MID.

It is vital that the MID holds your correct registration number. It is our responsibility to update your policy to the MID. We fully comply with the agreements in place with the MIB to update your details within seven days, however it is important that you check your policy documents, ensuring that the registration number is recorded correctly.

If it is incorrectly shown on the MID you are at risk of having your car seized by the Police. You can check that your correct registration number is shown on the MID at www.askMID.com.

If the registration number is not shown correctly on your policy documents, or you cannot find your car on the MID, please contact us immediately.

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 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 first contacted us but please ensure that you only provide us with sensitive information about other people with their agreement.

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 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 and detection

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone whose data has been supplied to us in connection with your policy.

To prevent and detect fraud we may at any time:

Share information with other organisations and public bodies including the police although we only do so in compliance with the Data Protection Act 1998

Check and/or file details with fraud prevention agencies and databases and if we are given false or inaccurate information and we identify fraud, we will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries to:

- help make decisions about the provision and administration of insurance, credit and related services for you and members of your household:

Your information continued

- trace debtors or beneficiaries, recover debt, prevent fraud, and to manage your accounts or insurance policies; or
- check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity

Law enforcement agencies may access and use this information.

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

- Checking applications for, and managing credit and other facilities and 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. The agencies may charge a fee.

If you would like a copy of the information we hold about you, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. A fee may be payable.

Important information about your policy

How to make a claim

To notify us of a claim please telephone **0845 246 0441**.

How to complain

If your complaint relates to a claim please contact your claims handler whose details will be shown on your claims documentation. For all other complaints please call us on our priority number **0845 246 0448**.

If you wish to write, then please address your letter to the regional customer service manager at the address shown on your claims documentation for claim related complaints or; the head of sales and customer service at the address shown on your schedule for all other complaints.

Our staff will attempt to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint within five business days of receipt. In the unlikely event that your complaint has not been resolved within four weeks of its receipt, we will write and let you know the reasons why and the further action we will take.

If we cannot resolve the differences between us, we will issue a final response letter. Upon its receipt, you may refer your complaint to the Financial Ombudsman Service (FOS) which, once contacted, will liaise with us on your behalf. The FOS will then inform you directly of its decision. Referral to the FOS will not prejudice your right to take subsequent legal proceedings.

Their address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR (telephone number **0845 080 1800**).

If you are a business and for any reason your complaint falls outside of the jurisdiction of the FOS then we will still respond to your complaint but if we cannot sort out the differences between us you will not be able to refer the matter to FOS. However, this will not affect your legal rights.

Details about our regulator

U K Insurance Limited is authorised and regulated by the Financial Services Authority. You can visit the Financial Services Authority website, which includes a register of all regulated firms, at www.fsa.gov.uk or you can contact them on **0845 606 1234**. The Financial Services Authority registration number for U K Insurance Limited is 202810.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% 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. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme www.fscs.org.uk.

Your consumer credit agreement

Your right to cancel your consumer credit agreement

If you have chosen to pay by instalments, you may cancel your Consumer Credit Agreement within 14 days of receiving it. If you would like to cancel your Consumer Credit Agreement please call us on **0845 246 0440** or write to us at the address shown on your documents. If you cancel your Agreement you will need to arrange for payment of any outstanding policy premium.

You have the right to end the Consumer Credit Agreement at any time. If you wish to do so you should let us know. If you do this any outstanding balance of the policy premium must be settled in order for your insurance cover to continue under the policy.

Other important information about your Consumer Credit Agreement

If you decide to cancel your policy, your Consumer Credit Agreement will automatically be terminated; any refunds will be paid pro rata unless there is a claim, when the full premium will be due.

You must return your certificate of motor insurance, if applicable, within seven days of the cancellation date.

We may terminate your Consumer Credit Agreement if you fail to pay any instalment by the due date. For full details please see the terms of your Consumer Credit Agreement.

It is possible that other taxes or costs not imposed by us may apply to this Agreement.

If you have a complaint about your Consumer Credit Agreement you should refer to the 'how to complain' section of this policy booklet.

English law applies to your Agreement and courts in England or Wales may deal with disputes in connection with this Agreement unless you live in Scotland where Scottish law will apply and Scottish courts may deal with disputes in connection with this Agreement. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

Useful Numbers

Customer Claims Helpline **0845 246 0441**

24-hour Accident Recovery Helpline **0800 051 05 03**

Legal Assistance **0845 246 0443**

Have you thought of Breakdown Assistance Cover?

To upgrade your Policy, please call **0800 051 50 55**.

Save up to 10% on NatWest
Home and Travel Insurance

 NatWest

Save up to 10% on NatWest
Home and Travel Insurance

0800 051 0437

Lines are open Monday to Friday 8am to 6pm, Saturday 9am to 5pm, Bank Holidays 8am to 6pm (excluding Christmas and New Year). Text phone 0800 051 3030.

Save up to 10% on NatWest Home and Travel Insurance

Now your car is insured with NatWest you can relax. Call 0800 051 0437 for a quote today and don't forget to tell our Consultant that you're already a NatWest Car Insurance customer!

Lines are open Monday to Friday 8am to 6pm, Saturday 9am to 5pm, Bank Holidays 8am to 6pm (excluding Christmas and New Year). Text phone 0800 051 3030.



Save up to 10% on NatWest
Home and Travel Insurance

0800 051 0437

Lines are open Monday to Friday 8am to 6pm, Saturday 9am to 5pm, Bank Holidays 8am to 6pm (excluding Christmas and New Year). Text phone 0800 051 3030.

For further information please call **0845 246 0448**.

Hearing or speech impaired customers can contact us on **0800 051 3030**.

NatWest Car Insurance is underwritten by U K Insurance Limited,
The Wharf, Neville Street, Leeds LS1 4AZ.

Registered in England No: 1179980

U K Insurance Limited is authorised and regulated by the Financial
Services Authority. Calls may be recorded.

NW/MSPB/1211