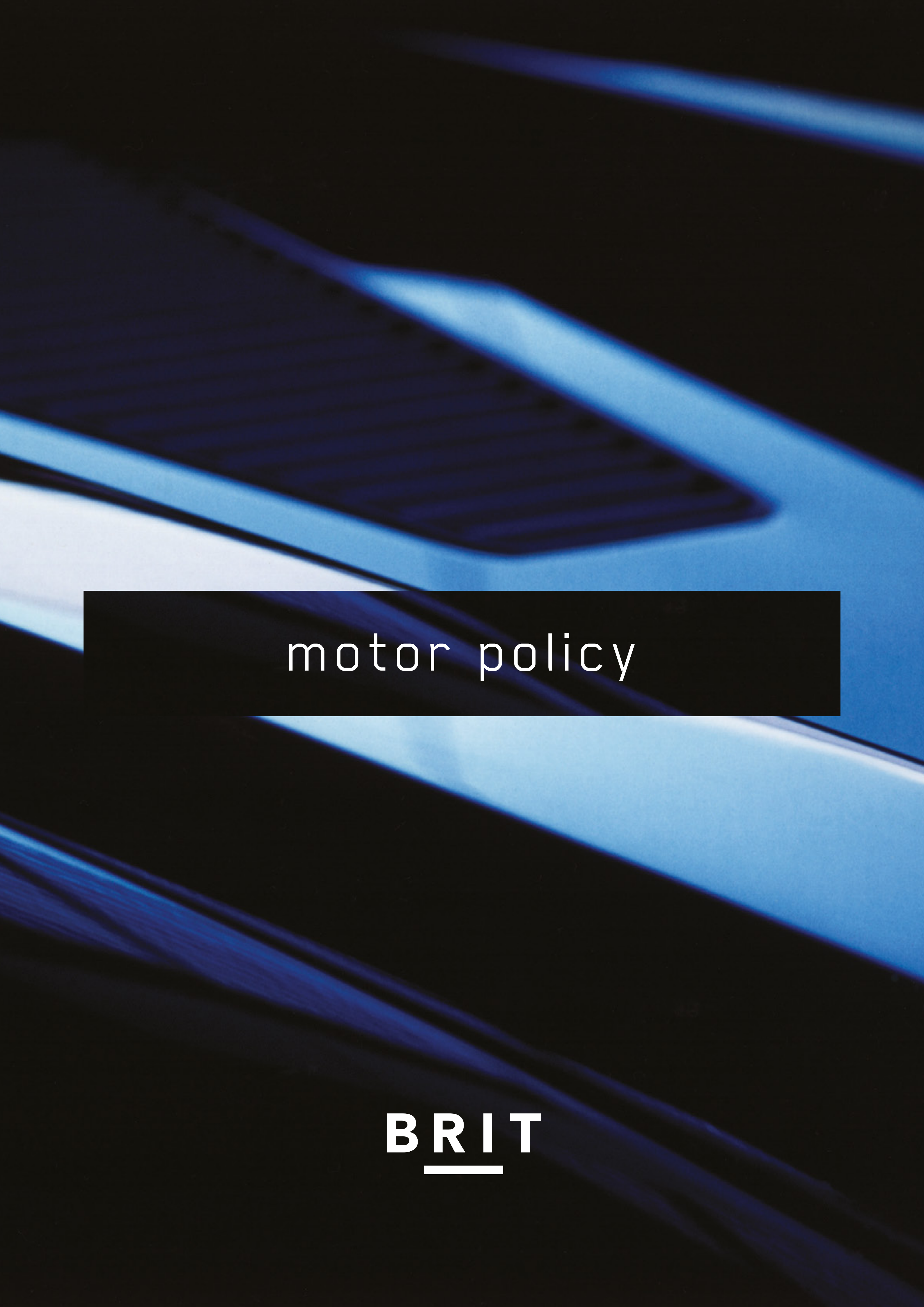

motor policy

BRIT

Introduction

Thank you for choosing Brit Private Client to cover your collection of cars. At Brit, protecting what's important to you is what drives us. We know that sentimental value can be every bit as important as monetary value. That's why we design our Motor Policy around you and your unique needs.

This policy booklet explains what you're covered for so please take the time to read it thoroughly. Should you have any questions or concerns please don't hesitate to contact us or the Insurance Broker who arranged it on your behalf.

Tara Parchment
Head of Brit Private Client

helplines

Assistance Contacts - calling from inside the UK	Telephone
Motor Claims 24 hours a day, 365 days a year claims assistance helpline	0345 646 0601
Motor Breakdown For 24-hour breakdown assistance anywhere in the UK or Europe	0345 646 0601
Windscreen or Glass Claims 24-hour claims assistance helpline	0345 646 0601
Legal Expenses 24-hour helpline offering legal assistance	0345 646 0601

Assistance Contacts - calling from outside the UK	Telephone
Motor Claims 24 hours a day, 365 days a year claims assistance helpline	+44 (0) 203 657 0832
Motor Breakdown For 24-hour breakdown assistance anywhere in the UK or Europe	+44 (0) 203 657 0832
Windscreen or Glass Claims 24-hour claims assistance helpline	+44 (0) 203 657 0832
Legal Expenses 24-hour helpline offering legal assistance	+44 (0) 203 657 0832

policy contents

how to make a claim

We are committed to making your claim as easy as possible

We have a dedicated team of claims experts to support **you** and a panel of specialist service providers. If **you** need to notify **us** of a potential claim under any section of **your** policy **our** team is on hand 24 hours a day, 365 days a year to help **you**.

What to do when you have an accident

If **you** have an accident, it is important that **you** report the claim to **us** immediately. If **you** are able and it is safe to do so, **you** should call **us** from the scene of the accident. To help **us** validate the damage that has occurred and the other parties that are involved, please take the following steps:

- Take photos of any damage to **your vehicle** and the third party **vehicle(s)**, if it is safe to do so.
- Take photos of the scene of the accident, if it is safe to do so.
- Obtain the name, address and phone number of the other party or parties involved.
- Obtain the registration number and make and model of the other **vehicle** or **vehicles** involved.
- Note the details of any injuries to anyone involved.
- Note the number of **passengers** in the other **vehicle**.
- Obtain the name, address and phone number of any witness(es) at the scene.
- Obtain the name and number of any police officer that attends the accident.

How to contact us

Following an accident or to report any other loss under the policy **you** should call **our** claims helpline on 0345 646 0601 from inside the UK or +44 (0) 203 657 0832 from outside the UK.

Our helpline is open 24 hours a day, 365 days a year and is manned by experts who will help **you** through the claims process and get **you** back on the **road** as soon as possible.

If the **vehicle** is not driveable, **we** will arrange recovery from the roadside to one of **our** **approved repairers** and then return it to **you** once the repairs are completed.

If the loss is as a result of theft, attempted theft, vandalism or malicious damage, **you** should also notify the police and obtain a crime reference number.

general claims conditions

This Section

1. **You** must report to **us** details of any event which might result in a claim under this policy and all subsequent developments as soon as possible.
2. If **your** claim is due to theft, riot, attempted theft or vandalism **you** must also inform the police and obtain a crime reference number.
3. **You** must report the accident to the police and **us** within 24 hours at the latest if anyone is injured.
4. Regarding claims for damage to **your vehicle**:
    a. **you** must tell **us** about any damage **you** are going to claim for.
    b. repairs are normally undertaken by **our approved repairer**. If **you** choose not to use **our approved repairer:**
        - **We** will authorise repairs by **your** repairer only if **we** consider the estimate for repairs reasonable.
        - If **we** believe the estimate is unreasonable **we** may at **our** sole option, settle the claim for repairs to **your vehicle** by paying the amount quoted by **our approved repairer** less the applicable **excess**.
        - If **we** cannot replace matching wheels or matching upholstery following a covered loss to the wheels (except tyres) or upholstery of **your vehicle** shown in **your policy schedule** because they are obsolete, **we** will pay up to £10,000 of the cost to replace all of **your vehicle's** wheels (except tyres) or upholstery. **You** must agree to surrender the undamaged wheels or upholstery to **us**.
5. Notice of any prosecution, inquest or fatal accident inquiry and every letter, claim, writ or summons must be sent to **us** on receipt.
6. **You** must not, except with **our** written consent, make any admission of liability, offer, repudiation or promise of payment on **your** behalf or any person claiming indemnity under this policy.
7. **We** shall be entitled to take over and conduct in **your** name or that of any person entitled to indemnity under this policy the defence or settlement of any claim or to prosecute any claim in the name of such person. **We** or a solicitor appointed by **us** shall have full discretion in the conduct of any proceedings and in the settlement of any claim and shall be given all such information and assistance as they may require.
8. If **we** admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. The arbitrator must have reached a decision over the dispute before **you** may take any legal action against **us**.
9. In connection with any one claim or series of claims arising out of any one event in respect of property damage **we** may at any time pay to **you** the amount of the indemnity provided by this policy (after deduction of any sum already paid as compensation) or any less amount for which such claim(s) may be settled. From the date such payment is made **we** shall relinquish control of the negotiations and legal proceedings in connection with such claim(s) and **we** shall be under no further liability in connection with such claim(s) other than for costs and expenses incurred with **our** written consent prior to the date of such payment.
10. If, under the law of any country which this insurance covers **you** in, **we** must settle a claim which **we** would not have otherwise paid, **we** reserve the right to recover this amount from **you** or the person who made the claim.
11. **You** must provide **us** with relevant information, documentation and permission to access **your** driving record with the DVLA if **we** ask **you** to do so.

general claims conditions

This Section
(continued)

12. If **we** have a legal responsibility to settle a claim under the **Road Traffic Act (1988)** for a claim where **we** have refused cover because **you** have failed to provide information or have provided incorrect information, **we** can settle the claim or judgement without affecting **our** position under this policy. **We** reserve the right to recover any payments made from **you**.

complaints

Our commitment to you

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. **We** are committed to providing **you** with the highest standard of service at all times, however **we** do appreciate that occasionally things go wrong.

We welcome **your** feedback as it helps **us** provide a better service to **you**. If **you** have any comments **you** would like to share with **us** or **you** wish to make a formal complaint, in relation to this insurance or a claim, **you** should contact **us** as follows:

Step 1

You can contact **your** insurance broker or **you** may contact **us** directly. If **you** choose to contact us, please write or telephone using the details below:

The Complaints Department
Brit Syndicates Limited
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AB

Telephone: +44 (0) 203 857 0000
Email: BGS.Complaints@britinsurance.com

Step 2

If **you** wish to make a complaint **you** may do so at any time in writing or by speaking to the Complaints Team at First Underwriting Limited using the contact information below:

Jacqueline Boast,
Chief Executive Officer
First Underwriting Ltd
Level 15,
The Gherkin,
30 St Mary Axe,
London EC3A 8EP
(quoting the policy number on **your policy schedule**)

Step 3

Should **you** remain dissatisfied after **your** complaint has been considered **you** may ask the Financial Ombudsman Service to review **your** case using the contact information below. **You** must contact the FOS within six months of **our** final response.

The FOS contact details are as follows:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

You can telephone for free on:
0800 023 4567 from a 'fixed line' (for example a landline at home)
or
+44 (0) 300 123 9123 for mobile phone users who pay monthly for calls to numbers starting 01 or 02

Or e-mail: complaint.info@financial-ombudsman.org.uk
This is a free and impartial service and **you** are entitled to contact the FOS at any stage of **your** complaint.

If **you** are unsure whether the FOS will consider **your** complaint or for more information please contact the ombudsman directly, or visit www.financialombudsman.org.uk.

complaints

Office of the Arbiter for Financial Services

You may also be able to refer **your** complaint to:
Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356) 212 49245 if **you** are not satisfied with **our** final response or **we** have not responded within 15 working days. **You** will have to pay EUR 25.00 at the time of making **your** complaint to the Arbiter to use this service.

About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a 'complaint' refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The term 'person' does not specify that this is limited to individuals and therefore any policyholder, **insured** person, beneficiary and injured third party (irrespective of the country of residence or where the risk in situated) is eligible to make a complaint.
For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit www.financialarbiter.org.mt.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

important policy information

About your Policy

This is **your policy** document and forms part of **your** contract of insurance between **you** and **us**. This sets out the covers, limits, conditions and exclusions that apply. Please read it alongside **your** most up-to-date **policy schedule** and **your certificate** of motor insurance.

Please make sure **you** have checked **your policy** to ensure that the information **you** have provided to **us** is correct, complete and that the cover meets **your** needs. Please also read the General Policy Conditions section, which explains the changes in circumstances **we** need to know about. If **you** need to change any of the information provided to **us** or the insurance described does not provide **you** with everything **you** need, please contact the insurance broker who arranged the **policy** immediately.

Certain words in this policy document are printed in **bold** and defined either within the General Policy Definitions section or the section to which they specifically apply. These words will carry the same meaning, wherever they appear in **bold** type throughout the policy, unless stated otherwise.

Law Applicable to This Contract

The law of England and Wales will apply to this contract unless:
You and **we** agree otherwise; or
At the start date of the contract **you** are a resident of (or, in the case of a business, the registered office or principle place of business is in) the Channel Islands or the Isle of Man, in which case the law of that area of jurisdiction will apply.

Rights of Third Parties

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

This clause does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010 or those rights that they have under **road** traffic law in any country in which this insurance applies.

Period of Insurance and Premium Payment

We have agreed to insure **you** against loss as described in this policy that may occur within the **territorial limits** of the policy during the **period of insurance**, provided that **you** have paid the premium shown in the **policy schedule**. The cover **we** provide is subject to the terms, conditions and exceptions contained in this policy booklet or in any **endorsement** applying to this policy.

When cancellation follows **your** failure to pay the full premium, the amount of money to be returned to **you** will be calculated taking into account a pro rata refund of premium, relating to the number of days left to run under the policy. There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **period of insurance**. **We** may at **our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

Delegated Authority

Brit Insurance Services Limited and First Underwriting Limited are an intermediary and not an insurer. Brit Insurance Services Limited and First Underwriting Limited have not made any personal recommendation regarding the sale of this policy.

This policy is issued by Brit Insurance Services Limited on behalf of First Underwriting Limited in accordance with authorisation granted to First Underwriting Limited through an agreement with Accredited Insurance (Europe) Limited – UK Branch ('Accredited').

important policy information

Delegated Authority
(continued)

This contract makes Brit Insurance Services Limited the Agent of First Underwriting Limited and gives them the authority to perform certain acts on behalf of First Underwriting Limited and Accredited, but does not affect **your** rights to claim or make a complaint.

Regulation and Signature

Accredited Insurance (Europe) Limited – UK branch is licenced in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

First Underwriting Ltd act as an administrator on behalf of Accredited Insurance (Europe) Ltd - UK Branch.

Colin Johnson
Director
Accredited Insurance (Europe) Limited – UK Branch

Jacqueline Boast
Chief Executive Officer
First Underwriting Limited

Regulation:
Triq l-Imdina,
Zone 1, Central Business District,
Birkirkara, CBD 1010,
Malta www.mfsa.com.mt

Accredited Insurance (Europe) Limited – UK Branch
Authorised and regulated by the Malta Financial Services Authority. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

Accredited Insurance (Europe) Limited – UK Branch (UK Establishment Number: BR021362; FRN:608422) is the UK Branch of Accredited Insurance (Europe) Limited which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta.

Accredited Insurance (Europe) Limited – UK Branch has a place of registration and principal place of business at 71 Fenchurch Street, London, EC3M 4BS. UK Companies House registered no. BR021362.

First Underwriting Limited is registered in England & Wales, Company Number 07857938 and is Authorised and Regulated by the Financial Conduct Authority under Firms Registration Number (FRN) 624585.

Claims History

When **you** tell **us** about an incident or claim **we** may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL), the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI) or another relevant database.

important policy information

Fraud Prevention and Detection

In order to prevent and detect fraud, **we** may at any time:

- share information about **you** with other organisations including law enforcement agencies and public bodies
- conduct searches using publicly available databases
- undertake credit searches
- check and share **your** details with fraud prevention and detection agencies

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

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

- checking details on applications for credit and credit related to other facilities
- managing credit and credit-related accounts or facilities
- recovering debt and tracing beneficiaries
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees

You can contact **us** if **you** want to receive details of the relevant databases, registers and fraud prevention agencies that **we** use.

We and other insurers may search these databases when **you** apply for insurance, in the event of any incident or claim or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.
This helps to check information provided and prevent fraudulent claims.

Motor Insurance Database

Information relating to the policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory or authorised bodies including the police, the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Licensing Northern Ireland (DVLNI), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- electronic **vehicle** licensing
- continuous insurance enforcement
- law enforcement for the prevention, detection, apprehension and or prosecution of offenders
- the provision of government services or other services aimed at reducing the level and incidence of uninsured driving

If the **vehicle** is involved in a **road** traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers or the MIB (or both) may search the MID to obtain relevant information.

Persons (including their 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 the MID.

It is vital that the MID holds the correct registration number for **your vehicle**. If incorrect details for **your vehicle** are shown on the MID **you** are at risk of having the relevant **vehicle** seized by the police and may delay or cause **us** not to pay a claim. **You** can check that correct registration number details for **your vehicles** are shown on the MID at www.askmid.com.

data protection and how we use your data

Data Protection

First Underwriting Ltd is the data controller and Brit is the processor in respect of **your** personal data. This means that **we** decide how **your** personal data is processed and for what purposes **we** process **your** personal data.

We comply with **our** obligations under the GDPR by keeping personal data up to date, by storing and destroying it securely, by not collecting or retaining excessive amounts of data, by protecting personal data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate technical measures are in place to protect personal data.

Use of Personal Information

We use personal information for the following purposes: -

- To assess **your** request for insurance, provide a quotation and administer **your** policy.
- To undertake the performance of a contract of insurance to which **you** are a party.
- To administer **your** claims and third party claims.
- To prevent fraud and financial crime.
- Statistical analysis and management information.
- Audits, system integrity checking and risk management.
- To send marketing information about **our** products and services if **we** have received specific consent.

There is no obligation to provide **us** with personal information, but if **you** do not, **we** may not be able to provide products or services or administer claims.

Profiling and Automated Decision Making

We may use automated decision making, which includes profiling in **our** assessment of insurance risks and for the administration of policies. This is used to help **us** decide whether to offer insurance, determine prices and validate claims.

Collection of Personal Information

We collect the following types of personal information to allow **us** to complete the activities described under 'Use of Personal Information' above:

- Individual details such as name, address, phone numbers, age, gender, marital status, dependents, employment status and job title.
- Financial details such as bank account or credit card information.
- Identification details such as **driver licence** number, passport number or national insurance number.
- Tracking, telematics, camera or video records if it is relevant to the insurance policy or the claim.
- Background insurance checks including previous policy information and claims history.
- Special categories of data including health, disability, motoring convictions and criminal convictions.

Where we Collect Personal Information From

We may collect information about **you** from the following sources:

- **You** or **your** family members.
- **Your** representatives.
- Information **you** have made public (such as via social media).
- Credit reference or fraud prevention agencies.
- Emergency services, law enforcement agencies, medical and legal practices.
- Insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE).
- In the event of a claim, insurance investigators, claims service providers, claimants or witnesses.
- Other service providers or provider services for **our** products.

data protection and how we use your data

Sharing of Personal Information

We may need to share **your** personal information with other recipients which could include:

- Approved service providers or **suppliers** or other group companies that provide support services.
- Fraud prevention or credit reference agencies or other agencies that carry out work on **our** behalf such as the Motor Insurers Database (MID) or the Insurance Fraud Bureau (IFB).
- Other insurers, reinsurers, underwriters, regulators, law enforcement, Ombudsman Services or the Claims and Underwriting Exchange (CUE).
- Purchasers of the whole or part of **our** business.

Retention of Personal Information

We keep personal information only for as long as is necessary to administer the policy or manage **our** business or as required for legal or regulatory purposes.

Use and Sharing of Special Categories of Personal Information

Special categories of personal information under Data Protection Legislation include medical history, disabilities, motoring or criminal convictions. **We** may need to collect and process this information for the purposes of evaluating the risk and/or administering **your** policy or a claim. **You** or any person covered under this policy must provide explicit verbal or written confirmation to such information being processed by **us**.

We will only share this information in accordance with appropriate laws and regulations or where it is essential to administer the policy or when dealing with a claim.

Your Rights

You have the right regarding any personal information that **we** hold to:

- Restrict or object to **us** processing it and **we** will agree to either stop processing or explain why **we** are not able to.
- Access the personal information **we** hold about **you** subject to certain restrictions.
- Ask **us** to update any data that is incomplete or correct any inaccurate information.
- Ask **us** to delete the information from **our** records if it is no longer needed for the original purpose.
- Ask **us** for an electronic copy so it can be used for **your** own purposes.
- Ask **us** to stop processing the information if the processing is based solely on individual consent.
- Find out about any automated decisions **we** make that affect **your** insurance premiums.

If **you** wish to exercise any of **your** rights or to complain should **you** feel that **your** personal information has been mishandled, **you** can contact **us** in the first instance as follows:

You also have the right to complain directly to the Information Commissioners Office (ICO) whose details can be found at www.ico.org.uk.

If **you** have any questions about how **we** use personal information, **you** can contact **our** Data Protection Officers as follows:

First Underwriting Ltd
dataprotection@firstuw.com.

Brit Syndicates Limited
Brit Syndicates Limited, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB

cancellation rights

Your Cancellation Rights

You have the right to immediately cancel the cover within 14 days of the commencement of the **period of insurance** or the receipt of this policy, whichever is the later (the 'cooling-off period').

You should exercise this right by contacting the insurance broker that effected this insurance on **your** behalf or by writing to **us**.

If **you** do exercise this right and provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance**, **we** will return to **you** a proportion of the premium calculated on a pro-rata basis. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation.

If the 'cooling-off period' has expired, **you** may cancel the policy during the **period of insurance** in writing via **us** or the insurance broker that effected this insurance on **your** behalf. Provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance**, **you** will be entitled to a refund of the premium paid calculated on a pro-rata basis. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

Our Cancellation Rights

In addition to **our** rights set out in the following clauses:

a. **Your** duty of fair presentation.
b. **Period of insurance** and premium payment.
c. Fraud.

We may, if **we** have a valid reason, cancel this insurance at any time by sending **you** notice in writing to **your** last known address. The notice will include the reason for the cancellation, which may include but are not limited to your:

a. continued failure to comply with the terms and conditions of this policy.
b. failure to cooperate with **us** or provide **us** with information or documentation **we** reasonably require where such the lack of cooperation affects:
    i. **our** ability to process a claim.
    ii. the defence of **our** interests.
    iii. the making of risk based underwriting decisions.

In this case, the notice of cancellation will be withdrawn if **you** provide the details required in the letter within the notice period.

If **we** cancel this policy, provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance we** will return to **you** a proportionate return of the premium in respect of the unexpired **period of insurance**. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

general policy definitions

Definitions	Any words or expressions listed below will carry the same meaning wherever they appear in **bold** type throughout the policy. Also where the context requires: • words in the singular will include the plural and vice versa. • words expressed in one gender shall include all genders. • references to 'a person' shall include any individual, company, partnership or any other legal entity. • references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements. Any extra definitions are shown within the section to which they apply.
accessories	Motoring equipment (other than **audio and visual equipment**) kept in or on **your vehicle** which has been specifically designed for use with **your vehicle**.
agreed value	If **your vehicle** is stolen and not recovered or is a total loss, **we** will pay the amount shown on **your policy schedule**. If **your vehicle** has been accepted on an **agreed value**, this will be shown on **your policy schedule**.
approved repairer or supplier	A **company** approved by **us** for the repair of the **vehicle** or windscreen or glass in the **vehicle**.
audio and visual equipment	Media players, satellite navigation systems, communication equipment and telematics or camera systems permanently fitted to the **vehicle**.
certificate	The document, required by law to evidence the existence of the minimum compulsory insurance in accordance with the **Road Traffic Act (1988)** and which details who may drive **your vehicle** and the purpose for which it may be used.
courtesy car	**We** may provide **you** with a **courtesy car** which is comparable to the **vehicle** which is the subject of a valid claim under Section 2.
driver	Any person driving the **vehicle** and entitled to do so by the terms of the **certificate**.
endorsement	A change to the terms of the policy agreed by **us** in writing.
excess	The first part of any claim for which you are responsible, which shall be deducted from any amount payable under this policy.
insured	The person named in the **policy schedule**.
licence	A **licence** to drive a **vehicle** of the same class as the **vehicle**.
market value	The cost of replacing the **vehicle** with another **vehicle** of the same make, model and specification and of a similar age, mileage and condition at the time of the accident or loss by reference to **vehicle** value websites and publications (including but not limited to 'Glass's Guide') and, where applicable, a suitably qualified independent motor engineer. The **market value** of the **vehicle** will form the basis of the **agreed value** and be subject to an annual review.

general policy definitions

passenger	Any person (other than the **driver**) travelling in or on or getting into or out of the **vehicle** or any **trailer** or disabled mechanically propelled **vehicle** attached to the **vehicle.**
period of insurance	The date cover begins and ends and as shown in the **certificate** and the **policy schedule.**
road	Any place compulsory motor insurance legislation applies within the **territorial limits** of the policy.
Road Traffic Act (1988)	The laws which include details of the minimum motor insurance cover needed in the **territorial limits**.
policy schedule	The document containing a summary of the insurance cover that applies.
territorial limits	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
trailer	Any **trailer** which is **your** property or for which **you** are responsible. The **trailer** does not include a disabled mechanically propelled **vehicle**.
vehicle	Any private car, estate car or utility car with 8 seats or fewer which is shown on the **policy schedule** or described in the current **certificate** of motor insurance and registered in Great Britain or Northern Ireland.
we or us or our	First Underwriting Limited are authorised to administer this insurance on behalf of the insurer Accredited Insurance (Europe) Limited – UK Branch.
you or your	The person, people or the **company** shown in the **policy schedule** as the **insured** and anyone driving the **vehicle** as named on the **certificate**.

general policy conditions

Car Sharing

Your policy includes cover for car sharing. If **you** are giving **passengers** a lift in **your** car, **you** may accept payment for this and it will not be regarded as carrying **passengers** for hire and reward, provided that:

a. The **vehicle** cannot carry more than 8 people including the **driver**.

b. **You** are not carrying **passengers** as part of **your** business of carrying **passengers**.

c. **You** do not make a profit from the payments that **you** receive.

Changes in Circumstances

You must tell **us** immediately if there is any change in **your** circumstances or to the information previously disclosed by **you** to us. If **you** do not tell **us** of any changes, it may affect **your** ability to claim under the policy. **We** will be entitled to vary the premium and terms for the rest of the **period of insurance** upon notification of any such change. Examples of changes that **you** must tell **us** about include:

- A permanent or temporary change to the **vehicle** or additional **vehicles**.
- Any changes to the **vehicle** that make the **vehicle** different from the manufacturer's specification.
- Any change to the main **driver** of the **vehicle** or the addition or deletion of additional **driver(s)**.
- A change to **your** job or any change to **your** employment status.
- A change of **your** address or a change to where **you** keep the **vehicle**.
- If **you** or anyone entitled to drive receives a non-motoring conviction or a motoring conviction resulting in penalty points or a disqualification. This includes any pending prosecutions.
- If **you** or anyone entitled to drive suffers a physical or medical condition that must be notified to the DVLA.

If there are any other changes not included above which **you** are unsure about whether to advise **us** of, **you** should speak to **your** broker.

Compliance with Conditions

If **you** do not comply with any part of any condition which makes payment of a claim conditional upon compliance with it and such compliance would tend to reduce

- losses of a particular kind.
- loss at a particular location.
- losses of a particular time.

We will not pay for any claim unless **you** can show that non-compliance with the condition could not have increased the risk of the loss that actually occurred in the circumstances that occurred.

Fraudulent Claims

If **you** or anyone acting on **your** behalf makes a false, fraudulent or exaggerated claim under this policy, makes a false statement or submits false, forged or stolen documents in respect of a claim or suppresses or omits to provide information that would enable **us** to refuse to pay a claim, **we** will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

As a result of the actions above, **we** will also treat this policy as having terminated with effect from the date of any of the acts or omissions.

If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

general policy conditions

Motor Insurance Database

You must supply the details **we** need of any **vehicles** covered by this insurance for the purposes of the Motor Insurance Database (MID).

Non-Disclosure/ Misrepresentation

Whenever **you** provide information to **us** or make changes to this policy (at inception, renewal or mid-term) **you** must disclose to **us** all material facts in a clear and accessible manner and take reasonable care not to make a misrepresentation of those facts.
If **you** do not comply with this clause and any non-disclosure or misrepresentation of the facts by **you** is proven by **us** to be deliberate or reckless, **we** will void this policy, which means that **we** will treat it as if it had never existed and refuse all claims. **We** will not return the premium paid by you.

If **you** do not comply with this clause and the non-disclosure or misrepresentation of the facts is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:

- If **we** would not have provided **you** with any cover, **we** will have the option to void the policy which means that **we** will treat it as if it had never existed and repay the premium paid, and recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.
- If **we** would have applied different terms to the cover, **we** will have the option to treat this policy as if those different terms apply and/or reduce proportionately the amount paid or payable on any claim, with **our** proportion of the liability being calculated by comparing the amount of premium paid as a percentage of the premium **you** would have paid had **you** made a fair presentation.

Replacement Vehicles

If, under Section 2 – Damage to or Loss of **your vehicle**, **we** decide to pay to **you** the pre-accident value of **your** car instead of repairing it or it is stolen and not recovered, **we** will allow this insurance contract to continue on a replacement **vehicle** provided **we** accept this substitution and **you** pay the additional premium applicable.

Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

Taking Care of Your Vehicle

You shall at all times maintain the **vehicle** in an efficient and roadworthy condition and take all reasonable steps to safeguard the **vehicle** from loss or damage. Where required by law, the **vehicle** must have a current Department for Transport test **certificate** (MOT).

Your Duty

Your premium is based upon the information that **you** have provided to **us** prior to the commencement of the **period of insurance**. If any information that **you** have provided to **us** has changed or is inaccurate, then **you** must tell **us** immediately or this could lead to **your** claim being denied or **your** insurance being invalid.

general policy exclusions

What You are Not Covered For

We will not pay for any liability, loss or damage under this policy:

1. while the **vehicle** is:
   a. with **your** general consent being used for any purpose not permitted by the **certificate**.
   b. being driven by any person not authorised by the **certificate** or who is excluded by **endorsement**.
   c. being driven by **you** or any person with **your** permission and **you** or that person:
      i. does not hold a **licence** to drive **your vehicle** for the use required or has had the **licence** to drive **your vehicle** revoked.
      ii. has held but is currently disqualified from holding or obtaining such a **licence**.
      iii. does not fully comply with the conditions of their **licence**.
      iv. holds, or last held a provisional **licence**, unless **you** or that person is accompanied by a full **licence** holder aged 21 years or over and the accompanying full **licence** holder has held a full driving **licence** for at least 3 years.
   d. being used on any race track or race circuit including the Nürburgring.
   e. being used for racing, pace-making, speed testing or reliability testing.
   f. being driven by or in the charge of any **driver** who is convicted of driving over the legal limit for alcohol or under the influence of drugs.
   g. carrying more **passengers** than the maximum seating capacity allows as prescribed by the **vehicle** manufacturer.
2. that **you** have accepted by virtue of any agreement or contract unless **you** would have had that liability anyway.
3. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
4. directly or indirectly caused by or contributed to, by, or arising from the **vehicle** whilst in or on that part of any aerodrome, airfield, airport or military installation which is used for:
   a. the takeoff or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground.
   b. aircraft parking including any associated service **roads**, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars

   except where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **territorial limits**.
5. arising from, during or in consequence of:
   a. earthquake or earthquake shock.
   b. any acts of terrorism as defined by the Terrorism Act 2010.
   c. riot or civil commotion occurring in Northern Ireland, or elsewhere than in Great Britain, the Isle of Man, the Channel Islands or any other member country of the European Union.
   d. ionising radiation from or contamination by radioactivity from any irradiated nuclear fuel or from any radioactive matter or nuclear waste from the burning nuclear fuel.
   e. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other explosive nuclear assembly or nuclear component of that equipment.
   f. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

general policy exclusions

6. arising out of the negligence of the owner or the servants or agent of such owner of a **vehicle** leased to you.
7. that is also covered by any other insurance.
8. that occurs outside of the United Kingdom other than where **we** have agreed to provide cover in accordance with Section 13.
9. while the **vehicle** is being used by any **driver** in the course or furtherance of a crime or as a means of escape from or avoidance of lawful apprehension.
10. caused by a deliberate act or omission to act by anyone covered under this policy.
11. directly or indirectly caused by or contributed to, by, or arising from the **vehicle** carrying any hazardous goods or substances for which a **licence** is required from the relevant authority except where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **territorial limits**.
12. for any **vehicle** that **you** are driving that is not owned by **you** or held under a hire purchase or lease agreement by **you**.

liability to third parties

What is Covered Third Party Liability

We will indemnify **you** for **your** legal liability for:

- the death of or bodily injury to any person.
- damage to property of others.

arising out of an accident caused by, or in connection with the **vehicle** or the loading or unloading of the **vehicle**.

For any claim involving damage to property, the most **we** will pay for any one claim or series of claims arising out of one incident is £20,000,000.

For any claim involving claimants' costs, the most **we** will pay for any one claim or series of claims arising out of one incident is £5,000,000.

Indemnity to Other Persons

We will also indemnify any persons shown below as **insured** under this insurance:

- any person **you** allow to drive or use the **vehicle**, which is covered by the current **certificate** and who has not been excluded by **endorsement** or condition provided that:
  a. they have **your** permission.
  b. they comply with the terms of this insurance.
  c. they are not using **your** car for their employment or any business use unless agreed by **us** and shown in **your certificate** of insurance.
- any **passenger** who **you** ask **us** to cover that causes any accident while travelling in or getting into or out of the **vehicle**.

Indemnity to Personal Representatives

Following the death of any person entitled to indemnity, **we** will, in respect of the liability incurred, indemnify such person's legal personal representatives in the terms of this section.

Emergency Treatment

We will indemnify **you** in respect of liability for emergency treatment fees as defined by the **Road Traffic Act (1988)** after an accident involving any **vehicle** covered by this insurance.

Legal Costs

In respect of any event which may be the subject of indemnity under this section **we** will also pay up to £100,000 for:

- solicitor's fees for representation at any court of summary jurisdiction or at any Coroner's Inquest or Fatal Accident Inquiry.
- the cost of legal services arranged by **us** for defending a charge of manslaughter, causing death by dangerous driving or causing death by careless driving when under influence of drink or drugs (or any equivalent local charge in a country specified in Section 13 of this document).
- all other costs and expenses incurred with **our** written consent.
- the cost of any defending any prosecution brought under The Corporate Manslaughter and Corporate Homicide Act 2007, Health & Safety at Work Act 1984 or Health & Safety at Work (Northern Ireland) Order 1978.

If **we** agree to pay these costs under this policy, the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion. There will be no agreement to pay these costs unless **we** have confirmed this to **you** in writing.

liability to third parties

Application of Limits of Cover

In the event of any accident involving cover for more than one person **insured** under this section, any limitation by the terms of this policy or any **endorsement(s)** relating to the maximum amount payable shall apply to the aggregate amount of payments on behalf of all such persons covered and **your** liability shall be settled in priority.

Liability to Third Parties Exclusions

We will not be liable:

1. to indemnify any person other than **you** if that person is entitled to indemnity under any other insurance.
2. for:
   a. damage to or loss of property belonging to or in the custody or control of the **insured**.
   b. damage to premises (or to the fixtures and fittings therein) which are not **your** property but are occupied by **you** under a leasing or rental agreement if such damage is also covered by any other insurance.
   c. damage to anything which either is being carried in or on **your vehicle**, or is being carried in or on any **trailer** or other **vehicle** which is being towed by or attached to **your vehicle**.
   d. damage to or loss of the **vehicle** or **trailer**.
3. for death of or bodily injury to any person arising out of, or in the course of, that person's employment by the person claiming indemnity under this section if insurance cover in respect of liability for such death or bodily injury is in fact provided pursuant to a requirement of any compulsory Employers' Liability legislation within the **territorial limits**.
4. for death of or bodily injury to any person or loss or damage to property directly or indirectly caused by pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**.
5. for the death or injury to any person driving **your vehicle** or in charge of it, for the purpose of driving it.

Exclusion 4 to Section 1 shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **territorial limits**.

damage to or loss of your vehicle

What is Covered

We will indemnify **you** for damage to or loss of the **vehicle** and **accessories** caused by accidental or malicious damage, vandalism, damage from flood, fire, lightning, explosion, self-ignition, theft or attempted theft.

This indemnity shall not exceed the **agreed value** of the **vehicle** (including its **accessories** and spare parts) immediately before such damage or loss unless Extended Replacement Cost applies.

If any payment is made under this sub-section on the basis of actual or constructive total loss of the **vehicle**, then **we** shall become entitled to possession and ownership of the **vehicle** or its remains.

Audio and Visual Equipment

We will also indemnify **you** for damage as covered by this section to **audio and visual equipment** permanently fitted to **your vehicle**.

Excess

Where an **excess** is shown on the **policy schedule**, **you** will be required to pay that amount in respect of any loss or damage under Section 2.
If more than one **vehicle** is involved in the same incident, the **excess** shown on the **policy schedule** will apply to each **vehicle** separately.

Excess for Young Drivers

Where the **vehicle** is damaged whilst being driven by a young **driver**, **you** will have to pay the first amount of any claim shown below. This is in addition to any other **excesses** shown on the **policy schedule**.
Driver(s) under 21 years of age - £500
Driver(s) aged 21 to 24 years of age - £250
These amounts do not apply in respect of loss or damage from fire or theft.

Windscreen Damage

We will indemnify **you** for damage to windscreens, windows and sunroofs in the **vehicle** and for any damage to bodywork which has been scratched by broken glass from the windscreen, windows and sunroofs subject to the **excesses** shown below: -
For replacement, **you** must pay the first £100 of any claim;
For repair, **you** must pay the first £25 of any claim.

Extended Replacement Cost

If **your vehicle** is covered on an **agreed value** basis as shown in **your policy schedule**, the most **we** will pay for the cost of replacing **your vehicle** with one of the same make, model, specification, mileage and age, and in the same condition as **your vehicle** immediately prior to the covered loss will be the 150% of the **agreed value** or the **market value** whichever is lesser amount, provided that:

- the **vehicle** shown in **your policy schedule** is less than 15 years old
- the **agreed value** for **your vehicle** is less than £500,000

However, if the cost of replacing **your vehicle** with one of the same make, model, specification, mileage and age, and in the same condition as **your vehicle** immediately prior to the covered loss exceeds an **agreed value** of £500,000 **we** will either:

- pay up to 25% in addition to the 150% of the **agreed value** for **your vehicle**
- pay a maximum of £100,000

whichever is the lesser amount.

In this event **our** payments will be made only upon presentation of reinstatement invoices agreed by **us** for **your vehicle**. In no event will **we** provide any cash payments.

damage to or loss of your vehicle

Total Loss and Salvage

If **your** insurance covers more than one **vehicle**, it will remain in force for any **vehicles** that have not been declared a total loss.
When deciding whether **your vehicle** is a total loss, **we** use the Association of British Insurers (ABI) Code of Practice for the Disposal of Motor Vehicle Salvage.

- Category A: Scrap only - **your vehicle** suffers extensive damage with few or no salvageable parts and is of value as scrap metal only.
- Category B: Break for spare parts - **your vehicle** should not be repaired e.g. heavy damage, bent chassis.
- Category S: Repairable Structural - **your vehicle** has sustained structural damage. The **vehicle** must be re-registered with the DVLA before being put back on the **road**
- Category N: Repairable Non-Structural - **your vehicle** has sustained non-structural damage. The **vehicle** doesn't need to be re-registered with the DVLA, but the DVLA need to be informed of the **vehicle** having been written off.

You will not receive a refund of premium if **your** insurance ends due to the total loss of **your vehicle**. If **your vehicle** is classed as a Category N total loss, **you** may retain **your vehicle** and the policy will, at **your** request, continue.

Any settlement will be less any **excess** and less the value of the salvage. The value of the salvage will be determined by **us**.

Should **your vehicle** be involved in a further incident, **we** will not provide any cover unless **you** can evidence that **your vehicle** had been restored to its pre-total loss condition before this incident.

If **we** ask, **you** must send **us your vehicle** registration document (V5c), MOT **certificate**, the purchase receipt for the **vehicle**, all keys and any other relevant documentation before **we** agree to settle the claim.

Once **we** have made a payment, **your vehicle** becomes **our** property unless **we** agree otherwise. **You** may keep the salvage if **your vehicle** is over 15 years of age.
When working out the value of the **vehicle we** may take into account any discount on the manufacturer's recommended retail price that **you** received when **you** purchased the **vehicle**.

Courtesy Car

Whilst **your vehicle** is unable to be used due to a covered loss, or is being repaired by one of **our** repairers, **we** will arrange for a **courtesy car** to be provided to **you**. The most **we** will pay for this cover is £4,000.

If **you** choose not to accept a **courtesy car** from **us** and **your excess** is £1,000 or less, no **excess** will apply to **your** covered loss.

Hire Purchase and Leasing Agreements

If to **our** knowledge the **vehicle** is the subject of a hire purchase, leasing or contract hire agreement, any payment for damage to or loss of the **vehicle** which is not made good by repair, reinstatement or replacement may, at **our** discretion, be made to the owner whose receipt shall be of full discharge of **our** liability.

Misfuelling

Where the **vehicle** is damaged due to the fuel tank being filled with the incorrect type of fuel or grade of fuel, **we** will pay for the draining of the incorrect fuel and cleansing the fuel tank and fixing any subsequent damage to the **vehicle** through it being inadvertently moved or driven.

damage to or loss of your vehicle

Recovery and Re-delivery

Following any claim covered by this Section **we** will pay the reasonable cost of removing the **vehicle** from the place where damage occurred to the premises of the nearest competent repairer and delivering the **vehicle** back to **you** in the United Kingdom after repair.

Damage to or Loss of Your Vehicle - Exclusions

We shall not be liable to pay for:

1. wear, tear, gradual deterioration, rust, oxidisation, fading or tarnishing or depreciation.
2. loss of use and other indirect losses which result from the incident that caused **you** to claim including but not limited to the financial consequence of **you** not being able to use **your vehicle**.
3. loss of fuel.
4. loss resulting from repossessing the **vehicle** and returning it to its rightful owner.
5. loss or damage due to, directly or indirectly occasioned by, happening through or in consequence of confiscation, requisition or destruction by or under the order of any government, public or local authority.
6. breakage, failure or breakdown of mechanical, electrical, electronic or computer equipment.
7. damage to tyres caused by braking or by cuts, punctures or bursts.
8. damage to or loss of the **vehicle** caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
9. any diminution in the value of the **vehicle** as a result of any event giving rise to a claim under this section.
10. damage or loss to the **vehicle** or its contents arising from theft or attempted theft where:
    a. all locks have not been engaged.
    b. any windows have been left open.
    c. the immobiliser is either not working or not been activated.
    d. the keys have been left in or on **your vehicle**.
11. loss or damage to:
    a. money, credit or debit cards, tickets, jewellery, **audio and visual equipment** and media that is not fitted to the **vehicle**, documents and securities, mobile phones, computers and tablets.
    b. tools, trade goods or samples.
12. loss or damage to any modifications to **your vehicle** unless they form part of the manufacturer's standard specification or are optional extras that **you** have disclosed to **us** and **we** have agreed to cover.

trailers/attachments

section 3

This Section

Section 1 is extended to apply to a **trailer** or any disabled mechanically propelled **vehicle** whilst attached to the **vehicle**.

Trailers/Attachments Exclusions

We shall not be liable to make any payment:

1. if any **trailer** or disabled mechanically propelled **vehicle** is being towed otherwise than in accordance with the law.
2. if the disabled mechanically propelled **vehicle** is being towed for reward.
3. for damage to or loss of property being carried in or on any **trailer** or disabled mechanically propelled **vehicle**.
4. for damage to or loss of a disabled mechanically propelled **vehicle** or caravan.

loss of keys

section 4

This Section

We will pay to replace the locks, keys or lock transmitter for the **vehicle** if they are lost or stolen.

We shall not be liable for the cost of replacing any alarms or other security devices fitted to the **vehicle**.

You will not have to pay an **excess** for any claim under this Section.

personal effects

section 5

This Section

We will pay up to £2,500 any one occurrence in respect of damage to or loss of personal effects whilst in or on the **vehicle** as a result of an accident, fire, theft or attempted theft.

Provided that, **we** shall not be liable for:

1. loss or damage to money, credit or debit cards, tickets, jewellery, **audio and video equipment** and media, documents and securities, mobile phones, satellite navigation equipment, computers and tablets.
2. any item that is **insured** under another policy.
3. damage to or loss of money or any goods, samples, tools or equipment carried in connection with any business or trade.
4. loss or damage by theft or attempted theft where
   a. all locks have not been engaged.
   b. any windows have been left open.
   c. the keys have been left in or on **your vehicle**.

You will not have to pay an **excess** for any claim under this Section.

medical expenses

Additional definitions

Additional definitions applicable to this section.

carjacking and road rage

means:

- the unlawful forced removal or detention of an **insured person** operating or occupying **your vehicle** during the theft or attempted theft of **your vehicle**.
- physical bodily harm against an **insured person** as a result of malicious acts by a third party arising from the use of **your vehicle** by an **insured person**.

carjacking and road rage expenses

Means the reasonable costs for:

- related medical expenses for an **insured person** when incurred within 12 months after the **carjacking and road rage**.
- related psychiatric services that an **insured person** may require and as prescribed by a **medical professional**, when incurred within 12 months after the **carjacking and road rage**.
- related rest and recuperation expenses for an **insured person** following an **insured** incident.

family

Your legally married husband or wife, civil partner, domestic partner, children and grandchildren including adopted children and foster children.

injury

Means physical injury of or to an **insured person** that:

a. is sustained during the **period of insurance** and in conjunction to an incident covered under this policy.
b. solely and independently of any other cause, causes disablement that entirely prevents them from pursuing any occupation.

insured person

You, **your family**, and any domestic employee who is travelling in the **vehicle** as part of the ordinary course of their employment.

medical professional

Means the appropriate doctor, specialising doctor, psychologist or other mental health professional who is fully qualified to provide accurate medical reporting following an **injury** and who is not related to an **insured person**.

permanent total disablement

Means the irrecoverable disablement of an **insured person** arising from an **injury** which permanently and totally incapacitates the **insured person** for a continuous period of 12 months and as a result of the **injury**, the **insured person**, in the opinion of a suitably qualified **medical professional**, is unlikely to recover sufficiently to enable them to participate in their usual occupation ever again.

What is Covered

We will pay medical expenses of up to £1,500 incurred by the **driver** or any other person travelling in, or getting into or out of the **vehicle** following **injury** caused by an accident in direct connection with the **vehicle**.

You will not have to pay an **excess** for any claim under this section.

medical expenses

Future Disability

If **you** or **your family** suffer **permanent total disablement** as a direct result of any covered loss under this policy involving **your vehicle**, at **your** option **we** will either:

- pay up to £10,000 for essential alterations to **your vehicle** to adapt it for use to carry **you** or **your family** member.
- contribute up to £10,000 towards **your** purchase of a **vehicle** adapted for **you** or a family member.

your or a **family** member's **permanent total disablement** must be confirmed in writing to **us** by a **medical professional**. Regardless of the number of **vehicles**, **we** will not pay more than £10,000 in total for cover under this section per covered loss.

Injury Cover

If an **insured person** is injured and unable to drive as a direct result of a covered loss to **your vehicle**, **we** will pay up to £3,000 for essential replacement transportation expenses **you** may incur. **We** will pay these expenses for 12 months from the first payment following notification of the **insured person(s)** incident or until the **insured person** is able to drive, whichever shall first occur.

If **your** policy is cancelled or not renewed, **our** payments will cease from the date **your** policy is cancelled or not renewed. **Your** injury and inability to drive must be confirmed in writing to **us** by a **medical professional** for each 90-day consecutive period from the first payment following notification of the incident until the conclusion of the cover under this section.

Loss of Licence on Medical Grounds

If an **insured person** has their driving **licence** revoked by the Driver and Vehicle Licensing Agency (DVLA) as a direct result of **your** ill health, **we** will pay up to £3,000 for essential replacement transportation expenses **you** incur. **We** will pay these expenses for up to 12 months from the date **your** driving **licence** is revoked or until **your** driving **licence** is reinstated by the DVLA, whichever shall first occur.

Carjacking/Road Rage

We will pay for **carjacking and road rage expenses** an **insured person** incurs solely and directly as a result of a **carjacking and road rage**.

Psychiatric Cover

If an **insured person** is injured and suffers psychological trauma as a direct result of any covered loss to **your vehicle**, **we** will pay up to £5,000 for psychiatric services as prescribed by a **medical professional** when incurred within 12 months of the date of notification of the **insured** incident. If **your** policy is cancelled or not renewed, **our** payments will cease from the date **your** policy is cancelled or fails to renew.

Medical Expenses Exclusions:

We shall not be liable to pay under this section if at the time of the incident:

- the **driver** was not wearing a seat belt when they are required to do so by law unless the **vehicle** is of a make or model that was manufactured prior to the implementation of seatbelts.
- the **driver** is convicted of driving while under the influence of drink or drugs at the time of the incident.
- the injury or **permanent total disablement** to the **driver** of the **vehicle** was as a result of a deliberate act with the intention of causing harm to him or herself.
- any **passenger** is not an **insured person** under this section.

personal accident

section 7

This Section

We will pay £30,000 for death, the loss of any limb or the permanent loss of sight in one or both eyes if the **driver** of the **vehicle** is accidentally injured in direct connection with an accident whilst travelling in, or getting into or out of the **vehicle** and within 3 months of that accident, it is the only cause of death or injury.

We will make payment directly to the **insured** person or their legal representative.

Provided that **we** will not be liable:

- to pay more than £30,000 in respect of any one claim.
- unless the **driver** is between the ages of 21 and 70.
- if the **driver** was not wearing a seat belt when they are required to do so by law.
- If the **driver** is convicted of driving while under the influence of drink or drugs at the time of the accident.
- for death or injury arising from suicide or attempted suicide.

child seats

section 8

This Section

We will pay to replace a child seat or child booster seat that was in the **vehicle** at the time of any loss by theft or any impact damage that is covered under Section 2. **We** will provide this cover even if there is no visible damage to the seat.

You will not have to pay an **excess** for any claim under this Section.

cherished number plate

section 9

This Section

If the **vehicle** has a cherished number plate that was purchased from the Driver and Vehicle Licensing Agency (DVLA) and the **vehicle** is stolen and not recovered, **we** will pay up to £10,000 as compensation for the loss of the number plate. If **we** make a payment under this section, **we** will become entitled to the rights to the plate. If the **insured vehicle** is the subject of a total loss claim, **we** will first place the cherished number plate on retention before disposing of the **vehicle** and return the retention of the cherished number plate to **you**.

You will not have to pay an **excess** for any claim under this Section.

driving other cars

section 10

This Section

We will cover all named **driver(s)** under the terms of Sections 1 and 2 whilst they are driving any private car not belonging to them or held under a hire purchase or lease agreement by them provided that:

- they are aged 25 years or older.
- they have the permission of the owner of the **vehicle**.
- the **vehicle** has a valid insurance policy in force in its own right.
- the **vehicle** is being driven in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or a member country of the European Union.
- the named **driver(s)** are not a **company** or a firm.
- the **vehicle** is being used within the limitations of the **certificate** of motor insurance.
- the **vehicle** has not been seized by or on behalf of the police or any public or local authority. No cover applies for the release of the **vehicle**.

pet injury

section 11

This Section

If one or more of **your** domestic pets or horses are injured or dies as a result of a covered loss to **your vehicle** or **trailer**, **we** will pay up to £2,500 for the necessary, reasonable expenses **you** incur to treat, euthanase, cremate, bury and replace these animals for any one incident regardless of the number of pets involved in that occurrence. **You** will not have to pay an **excess** for any claim under this section.

Any loss more specifically recoverable under a separate pet or equine insurance policy which was in force at the time of the incident will not be recoverable under this section.

alternative travel

section 12

This Section

If following a covered loss under this policy, the covered **vehicle** cannot be repaired locally on the same day and is at least 20 miles away from **your** home or if the covered **vehicle** is stolen, **we** will pay the following expenses to allow **you** to complete the original journey:

a. up to £250 towards the cost of alternative transport, whilst the covered **vehicle** remains unroadworthy.

b. up to £150 towards the costs of alternative transport for one person to return and collect the repaired **insured vehicle**.

Emergency Overnight Accommodation

Where alternative travel would have been available to **you**, but it is more practical or cost-effective to provide emergency accommodation for a single night, **we** will pay up £150 for a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for the **insured** person and up to 7 **passengers** whilst the covered **vehicle** is being repaired. **We** will not pay more than £500 for each claim under this emergency overnight accommodation cover.

territorial limits

This Section

This policy provides the minimum insurance required by the relevant law in respect of accidents occurring whilst **your vehicle** is being used in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and any member country of the European Union, including San Marino, Vatican City, Monaco, Andorra, Iceland, Norway, Serbia and Switzerland (including Liechtenstein) and during transit (including the process of loading and unloading) between ports in countries where **you** have cover by a recognised sea route not normally exceeding 65 hours between ports in these areas.

This policy also provides the cover shown in the **policy schedule** whilst the **vehicle** is being used in any country described above.

For trips outside Great Britain, Northern Ireland, the Isle of Man of the Channel Islands, there is no limit on the number of trips that **you** may make, but each trip must be for no longer than 120 days.

Additional Cover

For travel to any other country or if **you** wish to extend the 120 day limit for a single trip, **you** should contact **your** insurance broker before **you** travel. If **we** agree to provide cover, an additional premium will be payable.

Customs Duty

Provided that liability arises directly from damage to or loss covered by this policy **we** will indemnify **you** against liability for the enforced payment of customs duty.

Other Charges

We will indemnify **you** against General Average Contribution and Salvage and Sue and Labour charges incurred during the transportation of the **vehicle** by sea.

Provided that always:

- such **vehicle** is covered against damage or loss by this policy.
- the contribution relates to the value of such **vehicle**.

no claim discount

This Section

This policy includes a no claim discount provided that the **period of insurance** is for 12 months and each subsequent **period of insurance** is also for 12 months.

Your no claim discount will not be affected if the only claim is for mechanical or electrical fire, vandalism, hit whilst unattended by an untraced third party, hit by an uninsured **driver**, broken glass in the windscreen or windows of the **vehicle**, including bodywork scratched by the breakage. However, these losses may still have an effect on **your** premium.

If **you** have not made a claim during the **period of insurance**, **your** no claim discount will be increased at renewal by an additional year up to a maximum of 6 years.

If **you** have chosen not to protect **your** no claim discount and **you** make a claim in the **period of insurance**, **your** no claim discount will be stepped back by 2 years for each claim made.

If **you** have chosen to protect **your** no claim discount and paid a premium for this, **we** will not reduce **your** no claim discount if **you** have made 1 claim during the **period of insurance**. If **you** make more than 1 claim in the **period of insurance**, **your** no claim discount will be stepped back by 2 years for each subsequent claim made.

The tables below show how the step back procedure works, both with and without protected no claim discount.

If more than one **vehicle** is **insured** under the policy, **we** will assess the no claim discount for each **vehicle** as if it were **insured** separately. **Your** no claim discount is not transferrable.

Current NCD in Years	Number of claims in policy period	NCD from next renewal in years	
		Without Protected NCD	With Protected NCD
1	1	0	n/a
	2	0	n/a
	3 or more	0	n/a
2	1	0	n/a
	2	0	n/a
	3 or more	0	n/a
3	1	1	3
	2	0	1
	3 or more	0	0
4	1	2	4
	2	0	2
	3 or more	0	0
5	1	3	5
	2	1	3
	3 or more	0	1
6 or more	1	4	6
	2	2	4
	3 or more	0	2

motor legal expenses

Important Information

This insurance is arranged by Lawshield UK Limited whose registered office is at Lawshield House, 850 Ibis Court, Warrington, Cheshire, WA1 1RL and underwritten by 2. ALLIANZ INSURANCE plc (trading as Allianz Legal Protection) whose registered office is at 57 Ladymead, Guildford, Surrey GU1 1DB ("Allianz" or "ALP").

Lawshield UK Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 306793. ALLIANZ INSURANCE plc (trading as ALLIANZ LEGAL PROTECTION) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference No. 121849. ALLIANZ INSURANCE plc (trading as ALLIANZ LEGAL PROTECTION) is registered in England and Wales under number 00084638.

You can check **our** details and those of the **insurer** on the Financial Services Register: https://register.fca.org.uk/.

In return for the payment of **your premium** the **insurer** will provide the insurance detailed in this policy document during the **period of insurance**, subject to the terms, conditions and limitations shown below. If there are any changes to the policy terms and conditions **you** will be notified of these before the relevant renewal date.

Definitions

The words or phrases in this section have the meanings shown below and will be shown in bold throughout this document.

Claims adjuster

Any claims negotiator, adjuster, or other appropriately qualified person, firm or company appointed by **us** to act for **you**.

Geographical limits

Great Britain, Northern Ireland, Channel Islands, and the Isle of Man. For section 1 Uninsured Loss Recovery, the territorial limit is extended to include any member country of the European Union Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia and Switzerland.

Insured incident

A road traffic accident for which **you** are not at fault (excluding claims for theft or fire) occurring within the **period of insurance** and **geographical limits** which results in:

a. Loss or damage to the **insured vehicle** including any attached trailer.
b. Loss or damage to any personal property owned by **you** whilst the property is in/on or attached to the **insured vehicle**.
c. The death of or injury to **you** whilst in or getting into or out of the **insured vehicle**.
d. Any other uninsured losses.

Insured vehicle

Any vehicle owned by, hired or leased to **you** and covered by **your motor policy** along with any other vehicle attached and being towed by the insured vehicle.

Insurer(s)

Alliance Insurance PLC (Trading as Allianz Legal Protection)

Legal costs and expenses	a. Fees, costs and disbursements reasonably incurred by **us**, any **claims adjuster**, **solicitor**, or other appropriately qualified person appointed to act for **you** with **our** consent. b. The costs of any civil proceedings incurred by an opponent awarded against **you** by order of a court or which **we** have agreed to pay. Where **solicitors** costs are payable by **us**, these will be chargeable on the **standard basis** as defined by the Civil Procedure Rules, or in accordance with the Fixed Recoverable Costs scheme if appropriate and would be limited to £125.00 including VAT per hour solicitors time, and £12.50 including VAT for each letter sent out. Explanatory note: The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The rules set out how legal fees are calculated for these cases.
Limit of indemnity	the maximum sum payable by the **insurer**: a. Section 1 Personal Injury and Uninsured Loss Recovery: £100,000 for all **insured incidents** which are related in time or by cause. This includes **legal costs and expenses** of both **you** and any opponents where **you** are liable to pay them. b. Section 2 Motor Prosecution Defence: £100,000.
Motor policy	The motor insurance policy with which this insurance is issued.
Period of insurance	This is the length of time covered by this insurance, as shown on **your** schedule and any extra period which **we** accept **your premium** for.
Premium	The amount agreed by and payable to the **insurers**.
Prospects of success	Reasonable prospects are considered to be 51% or better chance of success.
Solicitor	The **solicitor**, firm of **solicitors** or other appropriately qualified person, firm or company appointed to act for **you**.
Standard basis	The assessment of costs which are proportionate to **your** claim.
We, us, our	Lawshield UK Limited on behalf of ALLIANZ INSURANCE plc (trading as ALLIANZ LEGAL PROTECTION) .
You, your	Any person domiciled in the United Kingdom who at the time of the **insured incident** has a current policy certificate issued by **us** or issuing intermediary and who has paid the appropriate **premium**, being the authorised driver of the main or towing vehicle and any other person who is entitled to drive the **insured vehicle** under **your motor policy**.

motor legal expenses

What is Covered

This insurance covers y**our legal costs and expenses** arising from the following **insured incidents**.

Section 1: Personal Injury & Uninsured Loss Recovery

We will pay the **legal costs and expenses** for legal proceedings started on **your** behalf during the **period of insurance** and in connection with the following:

a. The costs of pursuing civil claims arising from an **insured incident** relating to the use of the **insured vehicle** which results directly in your death or personal injury and/or any other uninsured losses **you** or **your** passengers incur.

If **you** are not awarded any costs or compensation **we** will pay all **legal costs and expenses** up to the limit under this section. If **you** are awarded costs, **you** must use these to repay the amount **we** have paid out on **your** behalf in connection with the proceedings but if the **legal costs and expenses** are greater than the amount **you** are awarded for those costs and expenses, **we** will pay the extra amount (up to the limit under this section).

Section 2: Motor Prosecution Defence

We will pay up to £100,000 in defending **your** legal rights, including an appeal against conviction or sentence, after an event which gives rise to a criminal prosecution against **you** for a motoring offence which arises in the **geographical limits** as a result of **you** owning or using the **insured vehicle** where:

a. the date when the motoring offence occurred or is alleged to have occurred is within the **period of insurance**.

b. **You** are facing suspension or disqualification of **your** driving licence, and

c. There are **prospects of success** to secure a not guilty verdict.

Motor Legal Expenses Exclusions for Section 1 and 2

The following exclusions apply to this section only in addition to the General Policy Exclusions on pages 20 to 21. **We** will not pay **legal costs and expenses** for legal proceedings in the following circumstances:

a. Claims where there are no **prospects of success**. **We** will continue to assess whether **prospects of success** exist throughout **your** claim and if at any time **we** consider **your** claim no longer has **prospects of success** and/or an alternative course of action is appropriate and/or under the terms and conditions of the policy the claim is not admissible, then **we** will inform **you** in writing of **our** decision and the reason behind that decision. Having informed **you** of this, and subject to the policy conditions, **we** may withdraw further cover for **legal costs and expenses**.

b. Parking or obstruction offences.

c. Where a reasonable estimate of the **legal costs and expenses** is greater than the amount in dispute other than in relation to Uninsured Loss Recovery Claims.

d. If **we** have not agreed to the **legal costs and expenses** in advance or before **we** have accepted the claim in writing.

e. Claims arising from any deliberate or criminal act or omission by **you**.

f. Claims which relate to fines and penalties awarded against **you** by a criminal court.

g. Where **you** are alleged to be under the influence of alcohol or drugs;

h. Any criminal proceedings brought against **you** which allege dishonesty or intentional violence

i. Incidents involving an **insured vehicle** owned or driven by **you**, where **you** were not in possession of a valid driving licence, or the insured vehicle was not covered by a valid test certificate where appropriate or was not in a road-worthy condition. For claims under What is Covered Section 2: Motor Prosecution Defence **your** driving licence must have no more than 9 points on it at the date when the motoring offence occurred or is alleged to have occurred.

j. The use of motor vehicles by or on behalf of **you** for racing, rallies, competitions, or trials of any kind.

k. If **we** are not told about the claim within 180 days of the event which caused it.

l. Claims arising from an **insured incident** that occurs outside the **geographical limits** except enforcement of a judgement obtained from a court within the **geographical limits** with **our** prior approval against a defendant who resides outside the jurisdiction of the court making the order.

m. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

n. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

o. Any direct or indirect consequence of:
   i. Irradiation, or contamination by nuclear material; or
   ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
   iii. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

p. Any consequence, howsoever caused, including but not limited to Computer Virus, of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

   For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

   For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

q. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

r. Any Value Added Tax that is payable on the costs incurred which you can recover from elsewhere.

s. Any dispute arising from: an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or any other challenge to any existing or proposed legislation.

We will not pay for the following:

a).Travelling expenses or compensation for being off work.

b. **Legal costs and expenses** if **you** withdraw from legal proceedings without **our** agreement.

c. **Legal costs and expenses** which are covered under a more specific insurance or if a claim has been refused by another insurance company.

d. **Legal costs and expenses** where fixed recoverable costs have already been recovered by the **solicitor**.

Making a claim

To make a claim, **you** can contact **us** by:
Phone: 0345 646 0601 calling from inside the UK and
+44 (0) 203 657 0832 calling from outside the UK
Address: The Claims Department, Lawshield UK Limited, 1210 Centre Park Square, Lakeside Drive, Centre Park, Warrington, WA1 1RU.
Fax: 0333 043 3798
Email: claims@lawshield-uk.com

You should not send **us** any documents until **we** ask for them.

If **we** decide that a reasonable settlement is unlikely, or **your** interest would be better served by another course of action, **we** will let **you** know.

We will not pay for any **legal costs and expenses** until **we** have accepted the claim in writing.

Motor Legal Expenses Conditions

Your responsibilities

The following conditions apply to this section only in addition to the General **Policy** Conditions on pages 18 to 19.

a. Tell **us** in writing as soon as possible when a claim or possible claim happens.

b. Give **us** any information and evidence **we** need (**you** will have to pay any costs involved in this). **You** must not do anything to affect **your** case.

c. Tell **us** about any other legal expense insurance you have which may cover the same loss.

Your responsibilities (continued)

d. Co-operate fully with **us**, the **claims adjuster** or the **solicitor**.

e. Have a valid **motor policy** for the **insured vehicle** in force at the time of any **insured incident**.

Choice of solicitor

a. Before legal proceedings are issued **we** will appoint a **solicitor** from **our** panel to act on **your** behalf to prosecute, defend or settle any claim **we** accept under the terms of this policy.

b. If legal proceedings need to be issued, **you** do not have to accept the **solicitor we** have chosen. **You** must send **us** in writing the full name and address of a **solicitor** who **you** want to act for **you**.

c. In choosing **your solicitor**, **you** must try and keep the cost of any legal proceedings as low as possible.

d. If **you** cannot agree a suitable **solicitor** with **us**, you can refer **your** choice of **solicitor** to arbitration in line with the conditions of this policy. If there is a dispute about the choice of **solicitor**, **we** will appoint a **solicitor** to act on your behalf to protect **your** interests whilst arbitration takes place.

e. If **we** are insuring two or more people for one claim, **you** may choose **solicitors**. You must send their name and address to **us** before **we** agree to pay any **legal costs and expenses**.

f. Before **we** accept **your** choice of a **solicitor**, or if **you** fail to choose a **solicitor**, **we** will be entitled to instruct a **solicitor** on **your** behalf.

Representation

a. **We** can take over, and carry out in **your** name, action to take or defend any claims and **we** will have complete control over how legal proceedings are carried out.

b. **Legal costs and expenses** payable are to be in no way affected by any agreement, undertaking or promise made or given by **you** to the **solicitor**, witness expert or any **claims adjuster**.

c. **We** shall have direct access to the **solicitor** at all times and **you** must keep **us** fully informed of all material developments during **your** claim. If **we** ask **you** must instruct the **solicitor** to produce to **us** any documents, information or advice in their possession and **you** must give the **solicitor** any other instructions relating to the conduct of **your** claim as **we** may require.

d. **Our** written consent must be obtained prior to:
   i. The instruction of Counsel to appear before a Court (or tribunal) before which a **solicitor** has a right of audience;
   ii. The instruction of King's Counsel;
   iii. The incurring of unusual experts fees or unusual disbursements;
   The making of an Appeal.

e. If for any reason the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** claim from the **solicitor**, we will not pay any further **legal costs and expenses** unless **we** agree to the appointment of an alternative solicitor in accordance with the terms and conditions of this policy. **We** will not pay any additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.

f. If **you** unreasonably withdraw from a claim without **our** prior agreement, then the legal costs and expenses will become your responsibility and we will be entitled to be reimbursed by **you** for any costs paid or incurred during the course of the claim. This includes any **legal costs and expenses** that **we** consider **you** are obliged to pay solely because **you** withdrew from the claim.

g. This insurance does not cover an Appeal unless **we** are notified in writing by **you** no later than six working days before the time for making an Appeal expires and **we** consider that there are **prospects of success** of such an Appeal succeeding.

Part 36 Offers

a. **You** or the **solicitor** must inform **us** immediately in writing of any Part 36 offer under the Civil Procedure Rules made with a view to settling the claim. No agreement is to be made to settle the claim on the basis of both sides paying their own costs without **our** prior approval.

b. If **you** or the **solicitor** fail to tell **us** of any Part 36 offer, then **you** will be responsible to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, and **we** may deduct this amount from any payment **we** make under this section.

c. If **you** do not accept a Part 36 offer and **you** do not subsequently achieve a higher award of compensation then **we** will not pay any further **legal costs and expenses** or opponent's costs unless **we** were notified of the Part 36 offer and agreed to continue the proceedings.

d. **We** will not unreasonably withhold **our** agreement to continue proceedings however **we** will have the right to ask **you** to instruct the **solicitor** to obtain counsel's opinion on the merits of the claim, defence, any Part 36 offer made by an opponent or proposed by **you**, or whether there are grounds for continuing the proceedings before **we** agree to continue with **your** claim.

Costs and Recovery

a. At **our** request, **you** must instruct the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.

b. **You** must take all reasonable steps to recover **legal costs and expenses** payable under this policy from **your** opponent and pay any recovered **legal costs and expenses** to **us**.

c. **We** can take proceedings in **your** name (at **our** own expense and for **our** own benefit) to recover from anyone else, any payment **we** have made under this insurance.

Arbitration

a. If there is a dispute between **you** and **us** over the presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings then at your written request the dispute will be referred to an arbitrator, who shall be a **solicitor** or Counsel that **you** and **we** agree on. If there is no agreement on the choice of arbitrator one will be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their dispute as required by the arbitrator whose decision will be final and binding. All costs of resolving the dispute shall be met in full by the party against whom the decision is made, or as decided by the arbitrator.

b. If there is a disagreement over the amount **we** owe **you**, **we** will pass the matter to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

Choice of law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact **your** administrator/agent within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later and your administrator/agent will then refund **your premium** in full.
If you wish to cancel your policy after 14 days, you will be entitled to a pro-rata return of premium.
No refund will be payable if any claims have been made or are pending.

We shall not be bound to accept renewal of any insurance and may at any time cancel this insurance by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

a. Where **we** reasonably suspect fraud
b. Non-payment of **premium**
c. Threatening and abusive behaviour
d. Non-compliance with policy terms and conditions
e. **You** have not taken reasonable care to provide accurate and complete answers to the questions **your** administrator/agent asked.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any **premiums you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or the deliberate failure to provide complete and accurate information, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **your** administrator/agent with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the **premium**.

motor legal expenses

Contribution

If **you** have other insurance against liability or loss covered by this policy, **we** will not be liable for a greater proportion of such liability or loss than the applicable limit of liability bears to the total applicable limit of liability of all collectible insurance against such liability or loss.

Fraud and disclosure of information

a. **You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

   i. fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
   ii. fails to reveal or hides a fact likely to influence the cover **we** provide;
   iii. makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
   iv. sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
   v. makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
   vi. makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
   vii. if **your** claim is in any way dishonest or exaggerated

we will not pay any benefit under this policy or return any **premium** to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

b. When **you** apply for, make changes or renew **your** policy **you** must take reasonable care to:

   i. supply accurate and complete answers to all the questions **you** are asked;
   ii. to make sure that all information **you** supply is true and correct;
   iii. tell **your** administrator/agent as soon as possible if any of the information **you** have provided is inaccurate or has changed.

If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **your** policy is cancelled because of fraud or failure to disclose information, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

Complaints procedure

It is our intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should in the first instance contact **our** Managing Director. The contact details are:

The Managing Director, Lawshield UK Limited, 1210 Centre Park Square, Lakeside Drive, Centre Park, Warrington, WA1 1RU.

Tel: 0800 731 3942
Fax: 01925 428357
Email: customerrelations@Lawshield-uk.com

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity with a turnover of less than £6.5 million (or its equivalent in any other currency) and which either:

a. employs fewer than 50 persons, or
b. has a balance sheet total of less than £5 million (or its equivalent in any other currency).

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.
Tel: 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

Financial Services Compensation Scheme (FSCS)

Allianz Group UK is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

Lawshield UK Limited Privacy Notice

This is a short privacy notice for Lawshield UK Ltd referred to as "**we/us/our**" in this notice. **We** understand that **your** privacy is extremely important to **us**. As a result **we** have put in place many measures to ensure that any personal data we obtain from **you** is processed and maintained in accordance of the General Data Protection Regulation 2016 (GDPR). This statement provides **you** with details of the type of information **we** may hold about **you**, how **we** obtain and use the information and how **we** protect **your** privacy. This notice may be updated from time to time, please refer to **our** website for the most current version.

Our data controller registration number issued by the Information Commissioner's Officer is Z5685935.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "**you/your**" in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. We process **your** personal data in accordance with the relevant data protection legislation.

Why do **we** process **your** data?
The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do **we** collect about **you**?
Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

This notice explains the most important aspects of how **we** use **your** data. Lawshield UK Ltd full privacy notice can be found by visiting **our** website www.lawshield.co.uk or request a copy by emailing **us** at dataprotection@lawshield.co.uk.

Alternatively, **you** can write to **us** at:
Compliance Department
Lawshield UK Limited
1210 Centre Park Square
Lakeside Drive
Centre Park
Warrington
WA1 1RU

Allianz UK Group Privacy Notice Summary

Please find below a summary of our Privacy Notice. The full notice can be found on the Allianz UK website: allianz.co.uk/privacy-notice.html.

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:

Telephone: **0208 231 3992**
Email: datarights@allianz.co.uk
Address: Allianz Insurance Plc, Allianz, 57 Ladymead, Guildford, Surrey, GU1 1DB

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Telephone: **0330 102 1837**
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey, GU1 1DB

european motor breakdown

This Section

This cover under this section is provided by ARAG plc.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany. HDI Global Specialty SE is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. (FRN: 659331).

What To Do If You Breakdown

If **your** vehicle breaks down, **you** must contact the 24-hour control centre.

- If **you** are calling from inside the UK, please call **0345 646 0601**
- If **you** are calling from outside the UK, please call **+44 (0) 203 657 0832**

Please note, **we** record and monitor calls for training purposes, to improve the quality of **our** service, to help **us** deal with queries or complaints from **you** and to prevent and detect fraud and financial crime.

Claims Procedure

- Please have the following information ready as it will be needed to check **your** policy cover:
  - a. **your vehicle** registration
  - b. the precise location of **your vehicle** (or as accurate as **you** are able in the circumstances)
  - c. **your** return telephone number.
- **Our** operator will take **your** details and make the necessary arrangements to assist **you**. **Your** mobile phone must therefore be switched on and available to take calls at all times.
- Stay safe but remain with or near to **your vehicle** until the **recovery operator** arrives. Once the **recovery operator** arrives at the scene, please be guided by their safety advice.
- If **you breakdown** on a UK motorway and have no means of contacting us or are unaware of **your** location, **you** should use the nearest SOS box and advise the police of **our** telephone number; they will contact **us** to arrange assistance. If the police are present at the scene, please advise them that **you** have contacted **us** or give them **our** telephone number to make contact on **your** behalf.
- If **you breakdown** on a motorway or major public road outside of the UK, the local highway authority may require **you** to use a local private towing service. **You** will need to use the SOS phones to call for assistance. The private towing service will tow the **vehicle** to a place of safety and **you** will be required to pay for the service immediately. You can then contact **us** for further recovery and assistance. Please retain **your** receipts.

If You Change Your Vehicle

You must notify the company that sold **you** this policy if you change **your vehicle**. Please include the existing registration, the new registration, make, model and colour of **your** new **vehicle** and the date **you** wish to make the change.

If **you** do not notify new **vehicle** details, our operator may be unable to supply **you** with a service.

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Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in this section in **bold**. If a word below is also defined in the General Policy Definitions section, the definition below replaces that definition for the purposes of this section.

breakdown

- An electrical or mechanical failure, lack of fuel, flat battery, or puncture or
- damage caused by a collision or act of vandalism (if **your** motor insurance policy will not cover **you** for assistance)

which immobilises **your vehicle** or makes it unsafe to drive.

home address

The last known address recorded on **our** system which **your vehicle** is ordinarily kept.

insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

recovery operator

The independent technician **our** operator selects to attend **your vehicle breakdown**.

suitable garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken.

territorial limits (Europe)

Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Northern Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland and Vatican City.

territorial limits (UK)

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and Isle of Man.

trip

Commences from the date of **your** departure from the **territorial limits (UK)** and ceases upon **your** return to the **territorial limits (UK)** for a period not exceeding 90 days.

vehicle

The **vehicle** declared to **us**, including an attached caravan/trailer which is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length.

we/us/our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

you, your

The person named as the "**insured**" in the motor insurance policy schedule to which this section of the policy attaches and anyone legally driving **your vehicle** with their consent.

What is Covered

Our operator will help **you** in accordance with the terms and conditions of this section of the policy and the **insurer** will pay any costs covered by this section of the policy.

This section of the policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

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UK Cover

Roadside Assistance and Recovery

Our operator will send help to the scene of **your vehicle breakdown** and the **insurer** will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside or recover **your vehicle**; provided that **your vehicle breakdown** is at least one mile away from **your home address**.

If, in the opinion of **our recovery operator**, it is not possible to repair **your vehicle** at the roadside within one hour:

- **our** operator will arrange for **your vehicle**, **you** and **your** passengers to be recovered to the nearest **suitable garage** able to undertake the repair, or
- if the above is not possible at the time or the repair cannot be made within the same day **our** operator will arrange for **your vehicle**, **you** and **your** passengers to be transported to **your home address** or if **you** would prefer and it is closer, **your** original destination within the **territorial limits (UK)**.

The **insurer** will pay the reasonable cost of assistance provided that the recovery is made at the same time as the initial call-out otherwise **you** will have to pay for subsequent call-out charges.

If **your vehicle** requires recovery, **you** must immediately inform **our** operator of the address **you** would like **your vehicle** taken to. Once **your vehicle** has been delivered to that address, **your vehicle** will be left at **your** own risk.

Alternative Travel

If **your vehicle** cannot be repaired locally on the same day or within a period agreed between **you** and **our** operator and is at least 20 miles away from **your home address** or if **your vehicle** is stolen; to allow **you** to complete **your** original journey, the **insurer** will pay:

- up to £250 towards the cost of alternative transport or
- for the use of a hire vehicle up to 1600cc

whilst **your vehicle** remains unroadworthy. The **insurer** will pay up to £150 towards the costs of alternative transport for one person to return and collect **your** repaired **vehicle**.

Emergency Overnight Accommodation

Where alternative travel (described above) would have been available to **you**, but it is more practical or cost effective to provide emergency accommodation for a single night, the **insurer** will pay up to £150 for a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for **you** and **your** passengers whilst **your vehicle** is being repaired. The **insurer** will not pay more than £500 for each claim under Emergency overnight accommodation.

Conditions of Service for Covers Alternative Travel and Emergency Overnight Accommodation

Your vehicle must be repaired at the nearest **suitable garage** to the **breakdown** location.

Where available these services will be offered on a pay/claim basis, which means that **you** must pay initially and the **insurer** will reimburse **you** when **we** are in receipt of a valid invoice/receipt. Before arranging these services, authorisation must be obtained from **our** operator.

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Misfuelling

If **your vehicle's fuel** tank is filled with the incorrect type of fuel, it may be necessary to carry out a drain and flush of **your vehicle's** fuel tank at the roadside if possible or at a **suitable garage** where this is not possible.

Occasionally misfuelling **your vehicle** can cause extensive damage which a fuel drain and flush will not rectify. If **you** would prefer for the fuel drain and flush to be carried out by **your** preferred repairer, **our** operator will arrange for **your vehicle**, **you** and **your** passengers to be recovered to a repairer of **your** choice within 10 miles of the **breakdown**. **You** must pay initially and the **insurer** will reimburse **you** when **we** are in receipt of a valid invoice/receipt.

The most the **insurer** will pay is the cost of 10 litres of correct fuel and not more than £250 in total for each claim under Misfuelling.

Message Service

At **your** request **our** operator can pass on two messages to **your home address** or place of work to let others know of **your vehicle breakdown**.

Home Assist

Your vehicle will be covered at **your home address** or within a one-mile radius of **your home address**. If **your vehicle** cannot be repaired at **your home address**, **our** operator will arrange for **you** and **your vehicle** to be recovered to the nearest **suitable garage**. The recovery must take place at the same time as the initial call-out.

Keys

If **you** lock **your vehicle** keys within **your vehicle** and are unable to obtain a spare set on the same day, the **insurer** will pay the call-out fee for a **recovery operator** who will attempt to retrieve the key where this is possible.

If the **recovery operator** is unable to retrieve **your** key it is often possible to provide a replacement key at the scene. **You** will have to pay for the replacement key.

If it is not possible to retrieve a locked-in key or if **you** have lost or broken **your** key and are unable to obtain a replacement key at the scene; if **you** are away from **your home address** the **insurer** will pay the mileage charges to a place where **your vehicle** can be stored securely, or **your home address** if it is nearer.

European Cover

Roadside Assistance

Our operator will send help to the scene of **your vehicle breakdown** within the **territorial limits (Europe)** and the **insurer** will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside if this is possible within one hour. Due to differing national standards and infrastructures abroad, assistance may take longer to arrive.

Recovery

If, in the opinion of **our recovery operator**, it is not possible to repair **your vehicle** within one hour **we** will arrange and pay for **your vehicle**, **you** and **your** passengers to be recovered to the nearest **suitable garage** able to undertake the repair.

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Shipping of Spare Parts

Where it is efficient and cost-effective to do so, the **insurer** will pay up to £150 towards the cost of shipping replacement parts to the **suitable garage**. **You** will be responsible for the cost of the spare parts and we will only organise shipping once **you** have confirmed the spare parts have been paid for.

Alternative Travel Abroad

If **your vehicle** cannot be repaired locally on the same day or within a period agreed between **you** and **our** operator or if **your vehicle** is stolen, the **insurer** will pay:

- up to £500 towards the cost of alternative transport or
- for the use of a hire vehicle up to 1600 cc

whilst **your vehicle** remains unroadworthy. The **insurer** will pay up to £200 towards of alternative transport for two people to return and collect **your** repaired **vehicle**.

Conditions of Service for Covers Shipping of Spare Parts and Alternative Travel Abroad

Your vehicle must be repaired at the nearest **suitable garage** to the **breakdown** location.

Where available these services will be offered on a pay/claim basis, which means that **you** must pay initially and the **insurer** will reimburse **you** when **we** are in receipt of a valid invoice/receipt. Before arranging these services, authorisation must be obtained from **our** operator.

At all times please ensure **you** carry **your** driving licence and V5C registration document (logbook) with **you** during **your** journey. Due to local regulations and customs, **you** may be required to provide copies of **your** driving licence or V5C registration document. **You** will be held liable for any costs incurred if copies of **your** driving licence or V5C registration document are not immediately available.

Emergency Overnight Accommodation Abroad

Where alternative travel (described above) would have been available to **you**, but it is more practical or cost effective to provide emergency accommodation for a single night (or as agreed in advance between **you** and **our** operator), the **insurer** will pay up to £150 for a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for **you** and **your** passengers whilst **your vehicle** is being repaired. The insurer will not pay more than £1,000 for each claim under Emergency overnight accommodation.

Repatriation Service

If **your vehicle** cannot be repaired within 48 hours of the original **breakdown** or by **your** intended return, whichever is due to occur later, **we** will arrange and pay for **your vehicle**, **you** and **your** passengers to be transported either to **your home address**, or if **you** would prefer and it is closer, **your** original destination within the **territorial limits (Europe)**. **We** will need to know details of **your** itinerary and if requested proof of both **your** outbound and inbound travel dates must be provided to validate **your** claim.

When This Section of the Policy Does Not Cover You

If **your** claim is not covered under the terms of this section of the policy **our** operator can usually help. All costs must be paid for immediately by credit or debit card. If **you** wish to use this service please call the number at the beginning of this section of the policy and request the "pay on use service".

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What is Not Covered (Applicable to European Cover Only)

1. The cost of recovery from a European motorway exceeding £150.
2. Repatriation to the **territorial limits (UK)** within 48 hours of the original **breakdown**, regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments **you** have made within the **territorial limits (UK)**.
3. Any **trip** which was planned to or subsequently finishes outside the **period of insurance**.

What is Not Covered (Applicable to Both UK & European Cover)

This insurance does not cover the following:

1. the cost of
   a. any parts, components or materials used to repair **your vehicle**
   b. labour other than labour at the scene of **your vehicle breakdown** (other than a claim for Misfuelling)
   c. the use of specialist equipment occasionally required because **your vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of assistance
   d. additional charges incurred as a result of any aftermarket modification to **your vehicle**
   e. **vehicle** storage, expenses or charges of any other company (including police recovery) not authorised by **our** operator, or where **you** arrange for recovery or repairs by other means
   f. fuel, oil or insurance for a hire vehicle
2. a claim if **you** already owe **our** operator money
3. **your** failure to comply with requests by **our** operator or our **recovery operator** concerning the assistance being provided
4. subsequent call-outs for any symptoms related to a claim which has been made within the last 28 days, unless **your vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by **our recovery operator** or is in transit to a pre-booked appointment at a garage
5. a **breakdown** caused by failure to maintain **your vehicle** in a roadworthy condition including maintenance or proper levels of oil and water
6. more than six call-outs in the same **period of insurance**
7. costs incurred in addition to a standard call-out where service cannot be undertaken at the roadside because **your vehicle** is not carrying a serviceable spare wheel, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters
8. specialist equipment, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the **breakdown** if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood
9. **your vehicle** being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities
10. claims caused by overloading of **your vehicle** or carrying more passengers than it is designed to carry
11. damage to **your vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from assistance services provided
12. assistance where **your vehicle** is not secure or has faults with electric windows, sun roofs or locks, unless the fault occurs during the course of a journey and **your** safety is compromised

What is Not Covered (Applicable to Both UK & European Cover)
(continued)

13. assistance where **your vehicle** is deemed to be illegal, untaxed, without a valid MOT certificate, uninsured, or dangerous to transport
14. assistance following any intentional or wilful damage caused by **you** to **your vehicle**
15. a breakdown caused by a systems outage of **your vehicle's** manufacturer
16. a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

European Motor Breakdown Conditions

Failure to keep to any of these conditions may lead the **insurer** to cancel this section of the policy or refuse to provide assistance.

Your Responsibilities

- The driver of **your vehicle** must remain with or nearby **your vehicle** until help arrives.
- If **your vehicle** cannot be repaired at the roadside, **you** must accept the assistance being provided
  a. where **your vehicle** is recovered to a **suitable garage** and it can be repaired **you** must have adequate funds to pay for the repair including replacement parts immediately. If **you** do not have funds available, any further assistance will be denied
  b. repairs are provided under a separate contract, which is between **you** and the repairer.
- **You** should wait for assistance to ensure **your vehicle** is functioning correctly. If **you** do not wait for assistance and **your vehicle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent call-outs.

Our Rights

- **Our** operator will refuse to provide assistance if **you** or **your** passengers are being obstructive in allowing them to provide the most appropriate assistance or are abusive to **our recovery operator**.
- If **you** use the service and the claim and/or fault is subsequently found not to be covered by this section of the policy, **we** reserve the right to reclaim any costs that have been incurred from **you**.
- If **your vehicle** is beyond economical repair **we** have the right to offer the market value of **your vehicle** to **you** and pay for alternative transport home or if **you** would prefer and it is closer to **your** intended destination.
- **Our** operator reserves the right to recover **your** immobilised **vehicle** in accordance with and subject to any legislation, which affects drivers' working hours.
- The transportation of pets and livestock will be at the discretion of the **recovery operator**. Alternative transport can be arranged but **you** will need to pay for this service immediately by credit or debit card.

Other Insurance

The **insurer** will not pay for more than their fair share (rateable portion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this section of the policy did not exist. **We** reserve the right to claim back any costs that are recoverable through a third party.

Disputes

If any dispute between **you** and us arises from this section of the policy, **you** can make a complaint to us as described under **Making a Complaint** below and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns, **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

Acts of Parliament & Jurisdiction

All Acts of Parliament within this section of the policy shall include any subsequent amendment or replacement legislation. This section of the policy will be governed by English Law.

Making a Complaint

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact **us** using the number **you** rang to report **your** claim. The staff handling **your** claim should be able to resolve **your** complaint, however, if during those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to **our** Customer Relations Department where **we** will arrange to have it reviewed at the appropriate level. **We** will also contact **you** to let you know that we are reviewing **your** complaint.

Alternatively, **you** can contact **our** Customer Relations Department directly; we can be reached in the following ways:

Telephone: **0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls will be recorded).

Email: **customerrelations@arag.co.uk**

Post: **ARAG plc, Whiteladies Road, Clifton, Bristol, BS8 1NN**

Privacy Statement

This is a summary of how **we**, on behalf of the **insurer**, collect, use, share and store personal information. To view our full privacy statement, please see **our** website **www.arag.co.uk**

The insurer's full privacy notice may be found at the following link:
https://www.hdi-specialty.com/int/en/legals/privacy

Collecting Personal Information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation.

Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using Personal or Sensitive Information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping Personal Information

We shall not keep personal information for any longer than necessary.

Your Rights

Any person insured by this section of the policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when **we** will not be able to delete personal data please refer to our full privacy statement.

BRIT

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PCMV3.2May2024