Policy document





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Motor Policy document

Welcome to Zurich Private Clients

Thank you for trusting us to insure and protect your motor vehicles.

Zurich is one of the world's largest insurers with over 140 years' experience in protecting our customers against the unexpected, so you can rest assured that you're in safe hands. We have an experienced team of high net worth experts whose specialist knowledge in insuring high value properties and vehicles, fine art and jewellery, as well as watercraft and annual travel means we're able to accommodate your lifestyle and related insurance needs.

The real proof of an insurance policy is in the delivery and quality of the claims service, so our team of claims specialists are here to help. Just one call to our single helpline on **0800 096 9999**, open 24 hours a day, 365 days a year, will enable us to assist you, so we can handle your claims quickly and effectively when you need us most.

Zurich Private Clients - where excellence meets expertise.

Motor Policy document Index \(\rightarrow \)

Introduction

This policy booklet, together with your statement of fact, your schedule, your certificate of motor insurance, any amendment to cover notice and your agreement to pay the premium, is an agreement between you and us. This policy booklet, your schedule and your certificate of motor insurance explain in detail the covers as well as your responsibilities and any conditions you must comply with.

Please read your policy booklet, your statement of fact, your schedule, your certificate of motor insurance and any amendment to cover notice carefully to ensure that you understand them and to ensure that they have been prepared in accordance with the cover you have requested. Our agreement to provide the insurance has been prepared in accordance with the information you have given us directly or via your insurance broker during the application process or subsequently. If anything is missing or incorrect you should inform us or your insurance broker as soon as possible.

Your policy booklet details all the covers available when you purchase personal insurance from us. However, not all the covers may be applicable and your schedule will show which covers are in force and the amounts insured where appropriate. You may request to increase or add elements of cover under your policy where required and we may adjust the premium to reflect this change.

We recommend that you keep a record, including copies of letters, of all information supplied in connection with your insurance. Unless agreed otherwise, we will communicate with you in English.

At the renewal of your policy, you will be provided with an updated schedule and certificate of motor insurance. If we have made any changes to the cover provided under your policy, you will receive either an amendment to cover notice or a new policy booklet.

If you have home and contents insurance with Zurich Private Clients, you will receive a separate policy.

Your cancellation rights

If you decide that your policy does not meet your requirements, please inform us or your insurance broker within 14 days of receiving it and we will return the entire premium you have paid for the period of insurance. After 14 days any return premium will be calculated on a pro-rata basis.

We will not return any premium if an incident has occurred.

For renewals, if you decide that your policy does not meet your requirements, please inform us or your insurance broker within 14 days of your policy renewal date and we will return the entire premium you have paid for the period of insurance. After 14 days any return premium will be calculated on a pro-rata basis.

We will not return any premium if an **incident** has occurred.







Making a claim

To make a claim telephone **us** on 0800 096 9999 (If outside the UK +44 162 588 6994)

We are here to help, no matter what time of day or night. Using one contact number, shown above, you can report an emergency, claim or incident and receive immediate assistance and advice from the Zurich Private Clients specialist claims team.

If you need to make a claim under any part of your policy, your dedicated claims specialist will be able to advise you upon policy cover and agree with you on how best to resolve the situation swiftly and to your satisfaction.

All you need to provide is your name and address, your client membership number if available and details of the claim or incident.

Our telephone services are manned 24 hours a day, 365 days a year. Our one contact number, shown above, can be used for all incidents relating to all covers that are listed within your schedule including all Legal protection claims and European breakdown incidents.

There is no need to fill out any forms; we will act immediately to manage and resolve the incident. Your dedicated claims specialist will also keep you updated as to the progress of your claim all the way through until it is finalised.

If you prefer to report a claim in writing, please forward all relevant material to:

The Claims Department, Zurich Private Clients, PO Box 3587, Interface Business Park, Royal Wootton Bassett, Swindon. SN4 4AJ or write to your insurance broker.









Important notes

How we use personal information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. You should show this notice to anyone whose personal information may be processed to administer your policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and we will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing and risk management. We will only share personal information as described in this notice or where we are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Policy administration

In order to administer your policy and any claims made against your policy, we may share personal information provided to us with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If we do transfer personal information, including where we propose a change of underwriter, we will make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer your policy, including handling any claims, using publicly available sources. Examples are the edited electoral roll, county court judgments/Scottish decrees, bankruptcy registers and other public databases. This helps us assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

Claims history

Under the conditions of your policy you must tell us when you become aware of any incident that could give rise to a claim under your policy, whether or not it is your intention to claim.

When you tell us about an incident or claim we may pass information relating to it to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), where the data is controlled by Insurance Database Services Limited (IDSL); and other relevant databases.

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 your policy or claim.

This helps to check information provided and prevent fraudulent claims.

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Important notes

Motor Insurance Database

Information relating to **your** insurance **policy** will be added to the Motor Insurance Database (MID) 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 DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- · electronic licensing;
- continuous insurance enforcement;
- law enforcement (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 a **vehicle** of **yours** is involved in a road traffic accident (either in the **United Kingdom**, the EEA or certain other territories), insurers or the MIB 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 correct registration numbers for your vehicles. If incorrect details for any of your vehicles are shown on the MID you are at risk of having the relevant vehicle seized by the police. You can check that correct registration number details for your vehicles are shown on the MID at www.askmid.com

Fraud prevention and detection

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

- share information about you with other organisations including the police;
- conduct searches using publicly available databases;
- undertake credit searches;
- check and/or share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking details on applications for credit and credit related or 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.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information **we** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **us** to correct their information if it is inaccurate.

If you want to know more about how we use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hampshire, PO15 7JZ.

Complaints procedure

Our commitment to customer service

We value the opportunity to look into any concerns you may have with the service we have provided and we are committed to handling all complaints fairly, consistently and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away, therefore in the first instance please get in touch with **us** or **your** insurance broker as they will generally be able to provide **you** with an immediate response to **your** satisfaction.

Our contact details are as follows:

Zurich Private Clients P.O. Box 3586 Interface Business Park Wootton Bassett Swindon SN4 4AH

Telephone: 0800 302 9080

E-mail: zpcnorthteam@uk.zurich.com

If we cannot resolve your complaint straight away, we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within four weeks of receipt.

The Financial Ombudsman Service (ombudsman)

If we are unable to resolve your complaint to your satisfaction within eight weeks or if you remain dissatisfied following receipt of our final response letter, you may be able to ask the ombudsman to formally review your case.

You must contact the ombudsman within six months of our final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service Exchange Tower London E14 9SR

You can telephone for free on 08000 234 567. Calls to this number are free on mobile phones and landlines.

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

This is a free and impartial service and you are entitled to contact the ombudsman at any stage of your complaint.

For more information, please contact the ombudsman directly or visit www.financial-ombudsman.org.uk

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.









Definitions

Any words and phrases which have the same meaning throughout this **policy** appear in bold type and are defined below.

Agreed value The amount shown on your schedule for your vehicle.

Amendment to cover notice

Bodily injury

The most recent document in which any changes to the cover provided under **your policy**

over notice are shown.

Physical bodily harm, including resulting sickness, disease or loss of life resulting from physical

bodily harm.

Carjacking An act of violence or threat of violence to:

• you or your spouse or partner named on your certificate of motor insurance whilst in or on a vehicle;

• any person operating or occupying a vehicle which **you** own or for which **you** are legally responsible

during its theft or attempted theft.

Certificate of motor insurance

The most recent document in which the cover required by law is shown.

Damages

The amount required to satisfy a claim, including claimants' costs and claimants' expenses, whether settled or agreed to in writing by **us** or resolved by judicial procedure.

Dismemberment

The permanent and total loss of one or more of the following:

- speech;
- hearing;
- one or both hands;
- one or both feet;
- sight in one or both eyes;
- thumb;
- finger;
- toe;
- ear;
- nose;
- genital organ.

Excess The first amount of any claim that **you** are responsible for paying.

Incident A loss or accident to which this insurance applies, which first occurs during the

period of insurance.

Insured person Any person entitled to drive in accordance with **your certificate of motor insurance**.









Definitions

Keys

Any of the following:

- alarm transmitters;
- door keys;
- · garage door transmitters;
- ignition cards;
- ignition keys;
- immobiliser keys;
- lock transmitters;
- · steering lock keys;
- tracking system transponders.

Market value

The amount required at the time of loss to replace the vehicle with one of the same make, model, specification, age and condition.

Period of insurance The period of cover shown on your schedule.

Policy

Your entire Zurich Private Clients policy, including this policy booklet, your schedule, your certificate of motor insurance, your statement of fact and any amendment to cover notice.

Reasonable prospects

Where, for civil claims, it is more likely than not that an insured person will:

- recover losses or damages;
- · obtain any other legal remedy that we have agreed to, including an enforcement of judgment;
- make a successful defence;
- make a successful appeal or defence of an appeal.

Road rage

An act of violence resulting in **bodily injury** to:

- you or your spouse named on your certificate of motor insurance whilst in or on a vehicle;
- any person operating or occupying a vehicle which you own or for which you are legally responsible.

Schedule

The most recent document in which the vehicles that are insured are shown.

Statement of fact The document in which the information **you** provide is shown.

Territorial limits

The United Kingdom and European Union member states, Iceland, Norway and Switzerland, and whilst in transit by rail, sea, land (not under the vehicle's own power) or air to or from any of these countries or territories.

Total loss

Your vehicle being stolen and unrecovered or being, in our opinion, damaged beyond economical repair.

United Kingdom

England, Wales, Northern Ireland, Scotland, Isle of Man and Channel Islands.

Vehicle

The vehicle shown on your schedule.









Definitions

We, us, our

- DAS Legal Expenses Insurance Company Limited for Legal protection cover;
- RAC Motoring Services and/or RAC Insurance Ltd for European breakdown cover;
- Zurich Insurance plc. for all other sections of cover.

You, your

The person named as policyholder on your certificate of motor insurance.









General policy conditions

The following conditions apply to the whole of **your policy** and all of the covers in it. Additional conditions may apply and are shown in the relevant section of cover. **Your** failure to comply with these conditions may result in **your** claim not being met, or not being met in full.

Abandoning property

You cannot abandon property to us or a third party without our prior written consent.

Accuracy of information

You must read your statement of fact, your schedule and your certificate of motor insurance. If any information is missing, incorrect or has changed, you must inform us or your insurance broker as soon as possible as this may affect the premium or cover we provide.

If you have given us inaccurate information this can affect your policy in one or more of the following ways:

- If we would not have provided you with any cover we will have the option to void your policy,
 which means we will treat it as if it had never existed and repay the premium paid. We may also
 seek to recover any money from you for any claims we have already paid, including the amount
 of any costs or expenses we have incurred.
- If we would have applied different terms to your policy, we will have the option to treat your policy as if those different terms apply.
- If we would have charged you a higher premium for your policy, we will have the option to charge you the appropriate additional premium to be paid in full.

Arbitration

If we accept your claim, but you disagree over the amount you will be paid, you and we may refer the dispute to an independent arbitrator who will be appointed in accordance with current law in order to reach a mutual agreement. When this occurs, the arbitrator must decide on an award before you can bring proceedings against us.

Assignment

Nobody covered by **your policy** may assign or turn over any right or interest in **your policy** to anybody else without **our** prior written consent.

Bankruptcy or insolvency

We will meet our obligations under your policy irrespective of whether you become bankrupt or insolvent during the period of insurance.

Cancellation by us

We may cancel your policy where there is a valid reason for doing so by giving you seven days' notice in writing to your last known address. We will give you a refund in proportion to the time left until your current period of insurance is due to run out. Valid reasons may include but are not limited to:

- where you advise us of a change of risk under your policy which we are unable to insure;
- where you fail to respond to requests from us for further information or documentation;
- where **you** have provided **us** with incorrect information and have failed to provide a reasonable explanation when requested;
- where you fail to comply with any of the terms and conditions which apply to your policy;
- the use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers, by **you** or any person acting on **your** behalf.

Cancellation by you

You may cancel your policy at any time by contacting us or your insurance broker and advising the date you wish cancellation to be effective from.

Any return premium will be calculated on a pro-rata basis. **We** will not return any premium if an **incident** has occurred in the **period of insurance**.









General policy conditions

to non-payment

Cancellation due If you are paying your premium in instalments and you miss a payment, we may cancel your policy giving you seven days' notice in writing to your last known address.

Carriers or bailees

We will not pay a benefit under your policy to any carrier or bailee.

Concealment of fraud

If you or anyone acting on your behalf have intentionally concealed or misrepresented any information or circumstance that you had a responsibility to tell us about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, we will:

- void **your** policy in the event of any fraud which occurred during the application process, which means we will treat your policy as if it had never existed; or
- terminate your policy with effect from the date of any fraud which occurred during the period of insurance;

and in either case, we will:

- not return to you any premium paid;
- not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud;
- seek to recover any money from you for any claim we have already paid which is later established as invalid, including the amount of any costs or expenses we have incurred;
- inform the police, other financial services organisations and anti-fraud databases, as set out under the Important notes section in your policy booklet and in your statement of fact headed Fraud prevention and detection.

Co-operation after a loss

You must, when we request, give us a signed description of the circumstances surrounding a loss and provide us with any records, documents, information or evidence that we require.

You must give us all the help and assistance we may need.

You must grant us access to examine your vehicle at all reasonable times.

You must not negotiate, admit or refuse any claim without our permission.

We will decide how to settle or defend any claim.

Under Lifestyle protection cover, we may appoint medical advisors to examine anyone seeking a benefit under this cover, as often as is considered necessary.

Cover enhancements

We may extend or broaden the cover provided by your policy. If we do this during the period of insurance without increasing the premium, the extended or broadened cover will apply to your policy with effect from the date we make the changes in cover.

Duplicate cover

If a loss is payable under more than one part of your policy, we will pay you under the part that gives you the most cover, but not under more than one part.

In no instances will we make duplicate payments.

Duty of care

You must maintain your vehicle in a good state of repair and you must also take all reasonable steps to prevent accidents, injury, loss or damage.

Examination under oath

We have a right to examine under oath, anyone seeking a benefit under your policy as often as we require.

Governing law

English Law applies to the Legal protection section of your policy. The rest of your policy is governed by the law that applies to where you reside within the United Kingdom. If there is any disagreement about which law applies, English law will apply.

You agree to submit to the exclusive jurisdiction of the courts in England and Wales.









General policy conditions

License requirement

Insured persons must hold a driving licence and must follow the conditions of that licence.

Losses not covered by this policy

If we are required by law to make a payment that is not covered by your policy, we have the right to recover the payments from you or the person who is liable.

Multiple claim excess waiver

If a loss is payable under more than one part of **your policy**, only the highest of the **excesses** shown in **your policy** will apply.

Non-payment of premium

If your premium has not been paid, we may refuse your claim or take any unpaid premium from any claim payment we make to you.

Notifying us of a loss

You must notify us about any loss, damage or incident as soon as possible, whether or not it gives rise to a claim.

You must report any loss, theft, attempted theft, malicious damage or road rage incident to the police immediately and obtain a police crime reference number.

You must notify us as soon as possible of any impending prosecution, coroner's inquest or fatal accident inquiry.

Other insurance

If any claim is covered by any other insurance, **we** will not pay for more than **our** share of that claim.

Period of insurance

Your policy only applies to incidents and covered losses that occur during the period of insurance.

Policy changes

No change or modification to **your policy** shall be effective except if confirmed in writing by **us** or unless covered under the cover enhancements condition of **your policy**.

Rights of third parties

You and we are the only parties to your policy. Nothing in your policy is intended to give any person any right to enforce any term of your policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Right to renew

If you pay the premium to us using our premium instalment scheme, we will have the right to renew your policy each year and continue to collect premiums using this method. We may vary the terms of your policy, including the premium, at renewal and you will be notified before your renewal date. If you decide that you do not want us to renew your policy, you must inform us or your insurance broker before the next renewal date. Our right to renew your policy does not affect your cancellation rights.

Salvage

Following settlement of a covered loss, any salvage becomes our property.

Sanctions

Notwithstanding any other terms under this agreement, we shall not be deemed to provide coverage and will not make any payments or provide any service or benefit to you or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of you would violate any applicable trade or economic sanctions law or regulation.

Subrogation

Following settlement of a covered loss, any right of recovery against a third party transfers to **us**. **You** must do everything **you** can to assist, and not do anything to impair, any right of recovery.

Vehicle access

You must grant us access to examine your vehicle at all reasonable times.









General policy exclusions

The following exclusions apply to the whole of **your policy** and all of the covers in it, except as necessary to meet legal requirements. Additional exclusions may apply and are shown in the relevant section of cover.

Acts of war

We will not pay for any claim caused by or resulting from war, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Biological and

We will not pay for any claim caused by or resulting from biological or chemical contamination **chemical hazards** regardless of how it is caused.

Confiscation

We will not pay for any claim caused by or resulting from your vehicle being confiscated, taken, damaged or destroyed by or under the order of any government or public authority.

Deliberate or criminal acts

We will not pay for any claim caused by or resulting from criminal acts, deliberate acts or deliberate omissions, by you or anyone acting on your behalf.

Drivers

We will not pay for any claim if your vehicle is being driven:

- by someone who is not entitled to drive your vehicle in accordance with your Certificate of Motor Insurance;
- by someone who does not have a licence to drive your vehicle or is banned or suspended from using such a licence.

We will pay for loss or damage if your vehicle has been stolen or taken without your permission.

Nuclear or

We will not pay for any claim caused by or resulting from ionising radiation, radioactivity, nuclear radiation hazards fuel, nuclear waste or equipment.

Pollution or contamination

We will not pay for any claim caused by or resulting from a pollutant or contaminant unless it is directly caused by a sudden identifiable, unintended and unexpected incident and it occurs entirely at a specific time and place during the period of insurance.

Riot and civil commotion

We will not pay for any claim caused by or resulting from riot or civil commotion occurring outside the United Kingdom.

Sonic bangs

We will not pay for any claim caused by or resulting from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Track use

We will not pay for any claim if your vehicle is being used in the participation, instruction, practice or preparation of any event named or marketed as a track day.

Use of vehicle

We will not pay for any claim if any vehicle is being used:

- for a purpose other than in accordance with your Certificate of Motor Insurance;
- in any area used by aircraft or for servicing aircraft;
- in the participation, instruction, practice or preparation for racing, pacemaking, speed testing, competitions, rallies, trials or performance testing.









The cover and class of use for each vehicle is shown on your schedule.

How we will settle your claim

Payment basis

Following a covered loss, we will pay as follows:

Partial loss

If your vehicle is partially damaged, we will pay the amount required to repair or restore your vehicle.

If agreed value is shown on your schedule, the most we will pay is the agreed value. If agreed value is not shown on your schedule, the most we will pay is the market value of your vehicle.

Total loss

Following a total loss we will pay one of the following:

Vehicle value

If agreed value is shown on your schedule, we will pay the agreed value. If we have paid you an amount for a previous loss to your vehicle and the damage was not repaired, we will deduct this amount from your agreed value.

If agreed value is not shown on your schedule, the most we will pay is the market value of your vehicle.

Enhanced replacement

If agreed value is shown on your schedule and the market value of your vehicle is greater than the agreed value, we will pay the market value of your vehicle.

Enhanced replacement is subject to the following conditions:

- your vehicle must be less than 15 years old;
- the agreed value must be less than £250,000.

The most we will pay is 150% of the agreed value.

New vehicle replacement

We will replace your vehicle with a new vehicle of the same make, model and specification, subject to availability.

New vehicle replacement is subject to the following conditions:

- you must own the vehicle or be purchasing it under a hire purchase agreement;
- your vehicle must have been registered as new in the **United Kingdom** less than 12 months prior to the commencement of the most recent **period of insurance**.

Enhanced fuel efficiency

We will replace your vehicle with a new, more fuel efficient vehicle of a similar type and specification, subject to availability.

Enhanced fuel efficiency is subject to the following conditions:

- you must own the vehicle or be purchasing it under a hire purchase agreement;
- the agreed value must be less than £150,000.

The most we will pay is 115% of the agreed value.

Finance agreement

If your vehicle is on a finance agreement and is a total loss, we will settle the outstanding financial interest of any third parties and deduct that amount from the amount payable to you.









Excess The excess shown on your schedule will apply to each and every covered loss unless stated

otherwise in your policy.

Windscreen excess If the glass in the windows or sunroof of your vehicle is damaged the windscreen excess shown

on your schedule will apply.

There is no excess applicable if the glass is repaired.

Excess waiver The excess shown on your schedule will not apply following a covered loss:

• which results in a total loss;

• caused by an uninsured third party driver;

• if you choose not to utilise the replacement vehicle service and your excess is £1,000 or less;

• whilst your vehicle is being driven by:

- a member of the motor trade whilst in their custody for repair, restoration or service;

- a valet as part of a valet parking service;

- a chauffeur we have provided;

• for carjacking or road rage.

Multiple loss excess waiver

If a covered loss involves two or more **vehicles**, only the highest of the **excesses** shown in **your policy** will apply.

If a covered loss involves both a **vehicle** and property insured under a Zurich Private Clients Home **policy**, only the highest of the **excesses** shown in **your policy** will apply.









What is covered

We will pay for loss or damage to your vehicle occurring anywhere within the territorial limits, unless stated otherwise in your policy or unless an exclusion applies.

Additional covers

We will also pay for the following additional covers unless stated otherwise in your policy or unless an exclusion applies.

Accessories

We will pay for loss or damage to your vehicle's spare parts or accessories occurring anywhere within the territorial limits.

Advance of funds

Following a covered loss, we will provide up to £4,000 for bail or other security required for the release of an insured person or your vehicle.

This amount must be repaid to us within 30 days of us providing the funds.

Alternative transportation costs

If you or your spouse or partner named on your certificate of motor insurance suffer bodily injury as a result of a covered loss and are unable to drive, we will pay up to £3,000 for the cost of reasonable alternative transport necessarily incurred within 12 months of the covered loss.

Child car seats

Following a covered loss, we will pay the cost to replace your child car seat.

There is no excess applicable to this cover.

Driving other cars

We will pay for loss or damage to a car not shown on your schedule whilst being driven anywhere within the territorial limits by you or your spouse or partner named on your certificate of motor insurance.

We will not pay for any loss or damage to a car not shown on your schedule:

- which is owned by;
- which is available for the regular use of;
- which is held under a hire purchase agreement by;
- whilst being sold, repaired, serviced, stored, parked, tested or delivered in connection with the business of;
- for which another insurance policy covers;

you or your spouse or partner named on your certificate of motor insurance.

The highest excess shown on your schedule will apply to this cover. The minimum excess you must pay is £1,000.

The most we will pay is the market value.

Emergency expenses

If your vehicle cannot reasonably be used following a covered loss, we will pay up to £2,000 for the cost of additional transport, accommodation and emergency expenses necessary to enable an insured person and any other person occupying your vehicle to reach their destination or return home.

Essential alterations

If an insured person becomes permanently disabled as a result of a covered loss, we will pay one of the following:

- up to £10,000 per vehicle, which you incur with our permission for essential alterations to your vehicle;
- up to £10,000 for you to purchase a replacement vehicle adapted for the insured person's disability.

The most we will pay is £20,000.

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Hired car

Following loss or damage to a car **you** have hired from a licenced rental agency, **we** will pay up to £2,500 for any **excess**, provided that **you**:

- have taken out motor insurance for your rental period;
- comply with all the requirements under the motor insurance;
- comply with all the requirements under the rental agreement.

Lock replacement

If your vehicle keys are lost, damaged or stolen, we will pay to replace them and any associated locks.

There is no excess applicable to this cover.

Loss of road fund licence

Following a **total loss**, we will pay for the unexpired portion of the road fund licence **you** are unable to recover from the licencing authorities.

Misfuelling

If your vehicle is filled with incorrect fuel, we will pay to remove the fuel from your vehicle.

Permanent sound and visual equipment

Following a covered loss, we will pay for the following:

- sound reproducing, receiving or transmitting equipment;
- equipment to view visual recordings;
- global positioning and navigational systems;
- data processing equipment;
- · games consoles and accessories;
- scanning monitors, radar and laser detectors;
- any similar equipment including accessories and antennas.

We will not pay for any loss or damage to equipment which is not permanently installed, or which is not removable from a housing unit which is permanently installed, in your vehicle.

There is no excess applicable to this cover.

Personal effects

Following a covered loss, we will pay up to £2,500 for loss or damage to personal property whilst in or on your vehicle.

There is no excess applicable to this cover.

Personalised registration

Retainer

If your vehicle is stolen and not recovered, we will pay up to £5,000 for the vehicle's personalised registration.

When we pay for the personalised registration, it becomes our property.

You may re-purchase the personalised registration from us within 12 months of the date of the theft for no more than the amount we paid you for it.

Transfer

Following a **total loss we** will pay the cost to transfer **your** personalised registration to another **vehicle**.









Replacement vehicle service Following a covered loss, we will pay one of the following:

Hire vehicle

If your vehicle cannot reasonably be used, we will provide you with a replacement vehicle until your vehicle has been repaired or, in the event of a total loss, until your claim is settled.

Enhanced hire vehicle If your vehicle cannot reasonably be used, we will provide you with a replacement vehicle of a similar specification to the vehicle which is the subject of your claim until your vehicle has been repaired or, in the event of a total loss, until your claim is settled.

The most we will pay for enhanced hire vehicle is £5,000.

Revocation of driving licence If during the period of insurance the driving licence belonging to you or your spouse or partner named on your certificate of motor insurance is revoked due to ill health, we will pay up to £5,000 for the cost of reasonable alternative transport necessarily incurred within 12 months of the revocation.

Trailers

We will pay up to £5,000 for loss or damage to your trailer occurring anywhere within the territorial limits.

Vehicle transportation Following a covered loss to your vehicle, we will pay the cost of taking your vehicle to be repaired and returning it to you when the repairs are complete.









Vehicle exclusions

The following exclusions apply to the Vehicle cover of your policy. Additional exclusions apply and are shown in General policy exclusions.

What is not covered

Deception We will not pay for any loss or damage caused by or resulting from deception.

Defective design We will not pay for any loss or damage caused by or resulting from defective design, workmanship, maintenance or materials.

Gradual loss We will not pay for any loss or damage caused by or resulting from:

> • a gradually operating cause including normal deterioration, warping, action of light, frost, damp, corrosion, rust and any kind of rot, mould or fungus;

• braking, puncture cuts or bursts to tyres, unless as a result of the theft of your vehicle.

Loss of value We will not pay for any reduction in the value of your vehicle following a partial loss.

Mechanical or electrical fault We will not pay for any loss or damage caused by or resulting from mechanical or electrical fault, breakdown or failure.









Liability cover

Liability cover only applies if Comprehensive, Third party fire and theft or Third party only cover is shown on your schedule.

How we will settle your claim

Liability limit

This insurance applies separately to each insured person against whom a claim is made or a lawsuit is brought, but we will not pay more than the liability limit shown below for property damage, regardless of how many claims, vehicles or people are involved in the incident.

Excess

There is no excess applicable to any claim under this section of cover unless stated otherwise in your policy.

What is covered

Bodily injury

We will pay an unlimited amount for damages:

- an **insured person** is legally liable to pay arising from the ownership or use of **your vehicle**;
- · you or your spouse or partner named on your certificate of motor insurance are legally liable to pay arising from the use of any car not shown on your schedule which is not owned by, held under a hire purchase agreement or available for the regular use of you or your spouse or partner named on your certificate of motor insurance;

for bodily injury that occurs within the territorial limits, unless stated otherwise in your policy or an exclusion applies.

Property damage We will pay up to £20,000,000 for damages:

- an insured person is legally liable to pay arising from the ownership or use of your vehicle;
- you or your spouse or partner named on your certificate of motor insurance are legally liable to pay arising from the use of any car not shown on your schedule which is not owned by, held under a hire purchase agreement or available for the regular use of you or your spouse or partner named on your certificate of motor insurance;

for property damage that occurs within the territorial limits, unless stated otherwise in your policy or an exclusion applies.

Additional covers

We will also pay the following additional covers unless stated otherwise in your policy or unless an exclusion applies:

Defence costs

If we agree that reasonable prospects exist, we will provide legal representation and defend an insured person against legal action seeking damages for bodily injury or property damage arising from the ownership, possession or use of your vehicle.

In jurisdictions where we may be prevented from defending an insured person because of local laws or other reasons, we will pay legal defence costs and expenses which an insured person incurs with our permission.

Our duty to defend any claim or suit arising out of a single incident ends when the amount we have paid in damages for that incident equals the liability limit.









Liability exclusions

The following exclusions apply to the Liability cover of your policy. Additional exclusions apply and are shown in General policy exclusions.

What is not covered

Contractual liability

We will not pay for any damages arising from a contract or agreement, whether written or not, which imposes a liability which would not have existed without the contract or agreement.

Employer's liability

We will not pay for any damages arising from death or bodily injury if liability cover is provided under an employer's liability insurance issued to comply with relevant employer's liability legislation.

Owned property We will not pay for any damages for property which is owned by, held in trust by or is in the

custody or control of the insured person claiming cover under this section.

Terrorism We will not pay for any damages arising from terrorism, except as necessary to meet

legal requirements.









Lifestyle protection cover

Lifestyle protection cover only applies if Comprehensive cover is shown on your schedule.

How we will settle your claim

Lifestyle protection limit

This insurance applies separately to each covered person, but we will not pay more than the lifestyle protection limits, regardless of how many vehicles or people are involved in the incident.

Excess

There is no excess applicable to any claim under this section of cover unless stated otherwise in your policy.

What is covered

We will pay for the following covers unless stated otherwise in your policy or unless an exclusion applies:

Bodily injury

We will pay the following costs and benefits which an insured person incurs with our permission as a direct result of their **bodily injury** sustained whilst driving **your vehicle**:

- up to £500 for medical expenses prescribed by a physician, incurred within 12 months of the incident;
- up to £100 for each completed 24 hours they spend in hospital as an inpatient.

The most we will pay is £3,000;

- £30,000, or less if limited by law, for their death or dismemberment, occurring within 12 months of the incident;
- · up to £500 for psychiatric services prescribed by a physician, incurred within 12 months of the incident;
- up to £500 for the cost of a rehabilitation driving course if they are psychologically unable to drive, incurred within 12 months of the incident.

Carjacking

We will pay the following costs and benefits incurred with our permission as a direct result of carjacking:

- up to £5,000 per person for accommodation expenses necessarily incurred to remain with the driver or occupant of the vehicle, whilst they are receiving medical treatment during the 12 months immediately following the carjacking;
- up to £5,000 per person for any other expenses necessarily incurred within 12 months of the carjacking;
- up to £20,000 per person for lost personal income, incurred within 12 months of the carjacking. The most we will pay is £40,000 for each carjacking;
- up to £25,000 per person for psychiatric services prescribed by a physician, incurred within 12 months of the carjacking.

The most we will pay is £50,000 for each carjacking;

• up to £25,000 per person for medical expenses prescribed by a physician, incurred within 12 months of the carjacking.

The most we will pay is £50,000 for each carjacking;

• £100,000, or less if limited by law, per person for death or dismemberment, occurring within 12 months of the carjacking.

The most we will pay is £200,000 for each carjacking.









Lifestyle protection cover

Road rage

We will pay the following costs incurred with our permission as a direct result of road rage:

• up to £25,000 per person for psychiatric services prescribed by a physician, incurred within 12 months of the road rage.

The most we will pay is £50,000 for each road rage;

• up to £25,000 per person for medical expenses prescribed by a physician, incurred within 12 months of the road rage.

The most we will pay is £50,000 for each road rage.









Lifestyle protection exclusions

The following exclusions apply to the Lifestyle protection cover of your policy. Additional exclusions apply and are shown in General policy exclusions.

What is not covered

Intentional acts

We will not pay for any costs, expenses or benefits arising from an insured person committing or attempting to commit:

- suicide;
- an intentional act of dismemberment.

Persons known to you

We will not pay for any costs, expenses or benefits arising from the acts of any of the following, except under Bodily injury cover:

- an insured person;
- an insured person's relative or ex-relative;
- an estranged or former spouse of an insured person, their relative or ex-relative;
- a domestic partner or former domestic partner of an insured person, their relative or ex-relative.









Legal protection cover

Definitions

The words and phrases defined below that have the same specific meaning under this part of your cover and throughout this part of your policy will be in bold type.

Date of occurrence

For civil cases, the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the date of occurrence is the date of the first of these events.

For criminal cases, the date of occurrence is when you or an insured person began, or are alleged to have begun, to break the criminal law in question.

Representative

The lawyer or other suitably qualified person who has been appointed by us to act for you or an insured person in accordance with the terms of this section of your policy.

Legal costs

Professional fees and expenses reasonable and properly charged by the representative, up to the standard rates set by the courts. Also, if applicable, your opponent's costs which you or an **insured person** has been ordered to pay or pays with **our** agreement.

Territorial limits

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Gibraltar, Iceland, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

How we will settle your claim

Limit of indemnity

The most we will pay for all claims arising from the same insured incident is £100,000.

What is covered

Under Legal protection cover we agree to provide cover for you or an insured person anywhere within the territorial limits, unless stated otherwise in your policy or unless an exclusion applies as long as:

- the date of occurrence of the insured incident is during the period of insurance and within the territorial limits and
- any legal proceedings will be dealt with by a court, or other body which we agree to, in the territorial limits and
- for civil claims, it is always more likely than not that you or the insured person will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defence
- the insured person claiming under this section of your policy has your agreement to make a claim

For all insured incidents, we will help in appealing or defending an appeal, as long as you or an insured person advises us within the time limits allowed that you or they want us to appeal. Before we pay the legal costs for appeals we must agree that it is always more likely than not that the appeal will be successful.

We will only pay the legal costs charged by a representative appointed by us.









Legal protection cover

Uninsured loss recovery

We will negotiate to recover your or an insured person's uninsured losses and costs after an event which:

- causes damage to the insured vehicle or to personal property in it or
- injures or kills you or an insured person while in or on the insured vehicle.

Motoring prosecution defence

We will defend the legal rights of you or an insured person if an event leads to you or them being prosecuted for an offence to do with using or driving an insured vehicle. This does not include parking offences or an offence which suggests you or an insured person has been dishonest.

Motor contract disputes

We will negotiate for you or an insured person's legal rights in a contractual dispute arising from an agreement which you or the insured person have entered into for:

- the purchase, sale or hire of the insured vehicle or its spare parts or accessories or
- the service, repair or testing of the insured vehicle

The agreement must have been entered into during the **period of insurance** and the amount in dispute must exceed £100.

Legal protection cover is underwritten and administered by:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Legal protection conditions

The following conditions apply to the Legal protection cover of **your policy**. Additional conditions apply and are shown in General policy conditions. **Your** failure to comply with these conditions may result in **your** claim not being met, or not being met in full.

You or an insured person must:

- keep to the terms and conditions of this section of your policy
- try to prevent anything happening that may cause a claim
- take reasonable steps to keep any amount we have to pay as low as possible
- send everything we ask for in writing
- give us full details, in writing, of any claim as soon as possible and give us any information we require

We can take over and conduct in your or an insured person's name, any claim or legal proceedings at any time.

We can negotiate any claim on your or an insured person's behalf.

You or an insured person are free to choose a representative by sending us a suitably qualified person's name and address if:

- we agree to start court proceedings and it becomes necessary for a lawyer to represent your or an insured person's interests in those proceedings or
- there is a conflict of interest

We may choose not to accept your or an insured person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of representative, in these circumstances you may choose another suitably qualified person.

In all circumstances, except those above, we are free to choose a representative.

Any **representative** will be appointed by **us** to represent **you** or an **insured person** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.

We will have direct contact with the representative.

You must co-operate fully with us and the representative and must keep us up to date with the progress of the claim.

You must give the representative any instructions that we require.

You or an insured person must tell us if anyone offers to settle a claim. If you or the insured person do not accept a reasonable offer to settle a claim, we may refuse to pay any further legal costs.

We may decide to pay you or an insured person the amount of damages that you or an insured person are claiming, or which is being claimed against you or an insured person, instead of starting or continuing legal proceedings.

You or an insured person must tell the representative to have legal costs taxed, assessed or audited, if we ask for this.

You or an insured person must take every step to recover legal costs that we have to pay and must pay us any legal costs that are recovered.

If the representative refuses to continue acting for you or an insured person, or if you or an insured person dismiss the representative, the cover we provide will end at once, unless we agree to appoint another representative.









Legal protection conditions

If you or an insured person settle a claim or withdraw it without our agreement, or do not give suitable instructions to a representative, the cover we provide will end at once and we will be entitled to reclaim any legal costs we have paid.

If we and you or an insured person disagree about the choice of representative, or about the handling of a claim, we and you or an insured person can choose another suitably qualified person to decide the matter.

We and you or an insured person must both agree to the choice of this person in writing. Failing this, we will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.

We may, at our discretion, require you or an insured person to obtain, at your expense, an opinion from a lawyer or other suitably qualified person chosen by you or an insured person and us, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence, we will pay the cost of obtaining the opinion.

This section of the policy will be governed by English law.

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Legal protection exclusions

The following exclusions apply to the Legal protection cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

What is not covered

A claim reported to **us** more than 180 days after **you** or an **insured person** should reasonably have known about the insured **incident**.

Legal costs incurred before our written acceptance of a claim.

Fines, penalties, compensation or damages that you or an insured person are ordered to pay by a court or other authority.

A legal action you or an insured person takes which we or the representative have not agreed to, or where you or an insured person do anything that hinders us or the representative.

Any claim relating to the settlement payable under an insurance policy.

A claim relating to written or verbal remarks which damage your or an insured person's reputation.

A dispute with us other than disagreement over the choice of representative or handling of a claim.

A claim directly or indirectly caused by, or resulting from, any device failing to recognise, interpret or process any date as its true calendar date.

An application for judicial review.

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European breakdown cover

No matter what time of day or night, you will be able to receive immediate assistance from the Zurich Private Clients incident management team. Please call the telephone number listed below. Our telephone services are manned 24 hours a day, seven days a week.

You will need to provide your name, the name of the driver, vehicle registration number, make, model and colour of the vehicle, as well as your Zurich Private Clients membership number.

It is essential that you contact us as soon as possible to request assistance.

We will not cover any call-out charges or labour costs unless you have obtained our prior consent. We will arrange for a repairer to come to your assistance as quickly as possible.

Telephone inside the UK 0800 096 9999

Telephone from outside the UK +44 162 588 6994

What is covered in the UK

Emergency roadside assistance and home-call service We will provide up to 60 minutes assistance if your vehicle breaks down, has a puncture (as long as a spare wheel is available), runs out of fuel or you lose your vehicle's keys. We will not pay for fuel or any replacement parts used.

Vehicle recovery

If your vehicle cannot be repaired, we will take your vehicle together with any standard make of caravan or trailer that you are towing, the driver and up to 7 passengers to their home address or intended destination. We will then take your car to a local repairer of your choice within 25 miles of your home or intended destination for it to be repaired at your own cost. A standard vehicle can be up to 7 metres long, 3 metres high and not weighing more than 3.5 tonnes when loaded.

We will not pay for the fuel, replacement parts used to repair your vehicle, storage charges, toll fees or ferry charges, or damage caused by getting into your vehicle if you have lost your vehicle's keys. We will not recover or repair a vehicle, trailer or caravan if it contains an animal or person.

If temporary repairs are made, you must get the vehicle permanently repaired, as soon as possible.

If your vehicle is not easy to get to, or we have to use specialist equipment, you may have to pay any extra costs.

This cover does not apply to courtesy vehicles or hire vehicles.

Chauffeur service If you are travelling in the United Kingdom when your driver is taken ill and there is no-one qualified to drive your car, a chauffeur will be provided to complete your planned journey or return you home.









European breakdown cover

What is covered in Europe

The following covers are also included whilst your vehicle is being used outside the United Kingdom unless stated otherwise in your policy or unless an exclusion applies.

Territorial limits

This part of your policy provides cover detailed below for motor breakdown whilst the vehicle is being used within the European Union as well as Norway, Iceland and Switzerland. It does not provide cover for costs you would normally incur as part of your journey.

Emergency Roadside Assistance

Extends the cover provided in the United Kingdom to the Territorial Limits.

Loss of use of your vehicle

If your vehicle cannot be used for more than eight hours, or is stolen and not recovered within eight hours, we will pay for one of the following:

- up to £1,000 towards the cost of hiring another vehicle until your vehicle is repaired or
- the cost of transporting you and your luggage to your destination and then returning you and your vehicle following its repair or up to £75 per person per day for up to five days, for reasonable accommodation expenses.

Returning your vehicle to the **United Kingdom**

If your vehicle cannot be repaired, is stolen and not recovered by your expected departure date, or is recovered after you have returned to the United Kingdom, we will pay the following:

- the cost of transporting you and your luggage to your home in the United Kingdom
- the cost of transporting your vehicle to your home or repairer of your choice in the United Kingdom or up to £600 for you or a driver of your choice to return from the United Kingdom to collect your vehicle once it has been repaired or recovered
- up to £100 for storing your vehicle abroad.

Chauffeur service If you are travelling outside the United Kingdom and you are taken ill and there is no-one qualified to drive your car, we will provide a chauffeur to return you home, providing everyone is medically fit to travel. We will also pay up to £75 per person per day, for up to five days, to cover reasonable accommodation expenses.

Delivering spare parts

If we cannot obtain necessary spare parts locally, we will arrange to source them from the United Kingdom provided they are available. The cost of the parts and any customs duty must be repaid to **us** within one month

European breakdown cover is underwritten by RAC Motoring Services and/or RAC Insurance Ltd.









Zurich Private Clients

www.zurichprivateclients.co.uk

Zurich Private Clients is a trading name of Zurich Insurance plc. A public limited company incorporated in Ireland Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available on request. Our FCA Firm Reference Number is 203093.

Legal protection section is underwritten and administered by DAS Legal Expenses Insurance Company Limited, Registered office DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales Company no 103274. Authorised and regulated by the Financial Conduct Authority. FCA Registration No. 202106. These details can be checked on the FCA's Financial Services Register via their website www.fca.org.uk or by contacting them on 0800 111 6768.

RAC Breakdown cover provided by RAC Motoring Services (Registered No 01424399) and/or RAC Insurance Ltd (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Communications may be recorded or monitored to improve our services and for security and regulatory purposes.

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