

Your Executive Motor Policy

Private Client Insurance

A specialist policy designed for the vehicles of high net worth individuals



Policy Booklet
November 2018

CO
vea Insurance

Introduction

Thank you for insuring your vehicle with Covéa Insurance.



James Reader

Chief Executive Officer
Covea Insurance plc

Registered in England and Wales
No. 613259 Registered Office:
Norman Place, Reading RG1 8DA.

We are delighted that you chose Covéa Insurance to insure your vehicle. We hope that you are happy with your cover and the service we provide. Our insurance is provided by Covea Insurance plc, DAS Legal Expenses Insurance Company Limited (in relation to the Legal Expense cover) and ARAG plc in relation to the breakdown cover.

Please make sure you read this document to make certain you are aware of all the cover and benefits that this policy can offer, and to ensure that the policy is right for you.

Before you do anything else, please ensure that you have checked the following documents carefully:

- Your schedule
- Your statement of fact

These documents, and any endorsements we send you, form the contract between you and us.

Check all the information you have provided us with is correct in your statement of fact. If any information is incorrect, please tell your insurance broker or advisor straight away as this could affect your insurance cover.

Check your cover. If the policy does not provide you with the insurance cover you want, please contact your insurance broker or advisor straight away.

Please ensure that you read the general conditions and general exceptions sections of this document carefully as they contain important information which will apply to all sections of your policy.

Should you need to make a claim against your policy please refer to page 4 of this document.



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Please refer to your schedule for details of your cover.

Making a Claim

Before you get in touch it will help us if you have:

- your policy number
- details of how the incident occurred
- information regarding the damage
- third party details where relevant
- police details including crime reference number where relevant

What to do if the worst happens...

You may first wish to contact your insurance advisor or broker for advice or help with your claim, but you can of course contact us directly 24 hours a day, 365 days a year.

To make a claim please contact **0330 024 0653**

For claims under sections 6 and 7 please use the following contact details:

- Breakdown: **0330 303 1852** or if calling from overseas **+44 1206 714 893**
- Legal Expenses: **0800 783 6066** or if calling from overseas **+44 29 2085 4069**

Or report your claim via email execmotorclaims@coveainsurance.co.uk

Or write to us

Covêa Insurance
Motor Claims
A&B Mills,
Dean Clough,
Halifax
HX3 5AX

Our commitment to you

No one wants to make a claim, but it's our job to make it as easy and hassle-free as possible when you do. As part of our multi-award-winning claims service, we make the following commitments to you:

- No claim forms to complete
- Response to all queries within one working day
- Your own experienced and dedicated Claim Manager who will personally manage your claim from start to finish
- Choice of your own repairer, or allow us to assign our own specialists if you prefer
- We will pay your claim within one working day of agreeing the settlement amount
- If you choose to use an approved repairer, we provide a life-time workmanship guarantee on all repairs (or five years from the date you transfer ownership of your vehicle to someone else).

Important

Where applicable, please refer to the basis of claims settlement under each section for details of how we will settle your claim.

Further advice

- ✓ Report the incident to us as soon as possible and in any case within 48 hours
- ✓ Send us every letter, claim, writ or summons immediately and without answering it
- ✓ Tell us immediately if there is to be a prosecution, inquest or any other court proceedings
- ✗ Do not dispose of any damaged items/parts as they may be needed for inspection
- ✗ Do not negotiate, admit, or repudiate any claim without our written consent

Helpful Hints

Avoid being a victim of crime

Thieves sometimes break in to houses looking for keys or use wires and hooks to drag keys through the letterbox.

- Make sure you have locks on all doors and windows
- Consider having an alarm installed to increase security
- Keep car keys out of sight and away from any doors, windows or letterboxes

Most vehicle crime is preventable. It can take as little as 10 seconds for a thief to steal your car or its contents. To help protect your car and your belongings you should:

- remove contents when you leave your vehicle. Do not use your vehicle as storage.
- close all windows, doors and other openings and ensure they are locked when you are not in or nearby the vehicle.
- always remove the keys and any other ignition devices, such as electronic fobs/cards, and ensure the vehicle's electronic or mechanical security devices are set.
- not keep your vehicle's documents in the vehicle. This could help thieves pose as an owner if stopped by the police

Vehicle maintenance

Reduce the risk of breakdown or accident by:

- checking the pressure and condition of your tyres every two weeks, ensuring tyres are inflated to manufacturers recommendations and tread is within legal limits
- using your dipstick to check oil levels every two weeks and prior to any long journeys
- checking that your coolant level is within manufacturer's guidelines every week, when your engine is cold
- replacing your windscreen wipers annually
- ensuring screen wash is always topped up
- checking all bulbs at least weekly and replace as soon as possible if a bulb is not working

Travelling with pets

- ensure pets are secured safely in accordance with the law
- keep pets comfortable and calm with regular stops
- keep smaller pets in a suitable carrier

Avoiding becoming a victim of 'crash for cash'

- Be aware of vehicles driving erratically or slowly in front of you for no reason
- Allow plenty of space between you and the car in front
- Do not assume that flashing headlights is a signal to proceed
- If you suspect the brake lights on the car in front are not working, keep well back
- When waiting at a junction, never assume that a car coming from the right and indicating left is going to turn

Assistance and Complaints Procedure

What to do if the worst happens...

It is always our intention to provide a first class service to our customers. However, if you do not feel that we have attained the high standard of service you would expect please follow these steps to contact the correct department.

For full details of our complaints procedure, please contact us or download a copy from our website: www.coveainsurance.co.uk/complaints

If you are not satisfied with the service we have provided under sections 1-7, please tell us so that we can do our best to resolve the problem. You can contact us in the following ways:

by phone on
0330 134 8161

by email at
information@coveainsurance.co.uk

or you can write to us at
The Customer Services Manager, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4JX

If you have a complaint under the following covers please refer to the relevant policy section.

- Breakdown Cover (page 31)
- Legal Expenses (page 44)

All calls may be recorded for training and monitoring purposes.

Alternatively please contact your insurance broker or advisor.

You may be eligible to refer your complaint to the Financial Ombudsman Service.

For further details, they can be contacted as follows:

Write to:

[The Financial Ombudsman Service, Exchange Tower, London, E14 9SR](#)

Phone:

[0300 123 9123](tel:03001239123) from a mobile or [0800 023 4567](tel:08000234567) from a landline

Email:

complaint.info@financial-ombudsman.org.uk

Website:

www.financial-ombudsman.org.uk

You can also register a complaint with the European Union's Online Dispute Resolution platform (or ODR). Their website is <http://ec.europa.eu/consumers/odr/> The ODR will simply pass your complaint to the Financial Ombudsman Service.

Your legal rights are not affected by following the steps shown above.

Further assistance?

We are able to provide, upon request, audio format, large print and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner. Alternatively, if you have hearing or speech difficulties and have access to a text telephone you can call any of our numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID). Should you need assistance from someone else to assist in transacting business on your behalf then you can add an authorised person to your policy to do this. For further information on how to do this, please contact your insurance broker or advisor.

Definitions

Throughout this booklet, certain words and phrases are printed in bold type. These words and phrases have the meanings set out below.

agreed value	The amount shown in your schedule which represents the value of your vehicle agreed by you and us . This amount will be reviewed at every renewal
car jacking	An incident involving you or an insured driver being illegally removed from or detained in your vehicle by force
certificate of insurance	The certificate of insurance proves that you have motor insurance needed by law. The certificate forms part of the policy and shows the people allowed to drive your vehicle and the purposes for which your vehicle can be used
civil partner	The person who you have entered into a legal civil partnership with as defined in the Civil Partnership Act 2004 (a civil partnership is a formal arrangement that gives same-sex partners the same legal status as a married couple)
common law partner	The person who you have shared a residence with for 6 months or more
endorsement	Wording which changes the terms of the policy or features of the insurance cover. Endorsements form part of the policy. The endorsement wording is printed in the schedule or in a separate document we send to you
excess	The first part of a claim which you must pay. More than one excess can apply to your policy as shown in your schedule . You must pay all excesses that apply as the first part of any claim
insured driver	A person shown on the certificate of insurance as a person allowed to drive your vehicle and who is not excluded from driving under the conditions and exceptions of the policy or in an endorsement to the policy
insured value	The value of your vehicle that you told us when you arranged this insurance. The value is shown in the schedule
market value	The cost of replacing your vehicle with one of the same make, model, specification, year, mileage and condition. In assessing the market value of your vehicle , we may refer to insurance industry recognised guides of vehicle values as well as searching for available vehicles being offered for sale to the general public
period of insurance	The length of time the insurance cover is in force as shown in the schedule

Definitions

road rage	An incident resulting in bodily injury or psychological damage to you or an insured driver caused by a violent/aggressive person while you or an insured driver are using your vehicle
road traffic acts	The laws which include details of the minimum motor insurance cover needed in the territorial limits
schedule	The schedule forms part of the policy and contains details of you and your vehicle(s) and particular features of the insurance. We will send you a replacement schedule each time your vehicle(s) or other features of the insurance are changed
spouse	The person you are legally married to (not your partner)
statement of fact	The information you gave in your application for this insurance. This includes information given in writing (or spoken) by you or by someone on your behalf
territorial limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man including transporting your vehicle by sea between their ports
total loss	The repair costs exceed 55% of the vehicle value
we, us, our	Covea Insurance plc
you, your	The person, company or firm named as the insured in the schedule
your vehicle	The insured vehicle shown on the certificate of insurance including any standard tool kit the manufacturer has supplied with it and accessories permanently fitted to it and any motor vehicle loaned to you for up to seven days by a garage, motor engineer or vehicle repairer whilst a vehicle described in your schedule is being either serviced, repaired or having an MOT test. However this does not apply to accessories shown under 'what is not covered' in policy section 1

About your policy

Basis of Cover

Your cover is comprehensive. This means if **you** are involved in an incident; **you** are covered for the damage **you** cause to other people's vehicles, property or injuries they sustain. In addition to this, **you** are also covered for loss or damage to **your vehicle** caused by fire, theft, accident and damage caused by vandalism.

Please remember that information in **your schedule** or in **endorsements** may change the terms of **your** cover shown in this booklet.

Please also read the General Exceptions and General Conditions sections of this booklet, as these apply to all sections.

Excess

If **your vehicle** is lost, stolen or damaged, the excess shown in **your schedule** must be paid as the first part of **your** claim. More than one **excess** can apply to **your** policy.

An additional **excess** may also apply if the driver of **your vehicle** is aged 24 or under or has held a full driving licence for less than 12 months. This **excess** will be shown in **your schedule**.

You will need to pay **your excess** to the repairer on completion of the repairs or **we** will deduct the **excess** from any settlement payment.

Excesses may differ by vehicle, please check **your schedule** for details of what **excess** applies to **your vehicle**.

Loss of or damage to your vehicle

This section goes from page 10 to page 12. Please make sure you read the whole section.

What you are covered for

We will insure **you** against loss of or damage to **your vehicle** caused by:

- accident or malicious damage
- fire
- theft or attempted theft

If **your vehicle** is damaged so that it cannot be driven safely and the damage is covered by this policy, **we** will pay the reasonable cost of moving **your vehicle** to the nearest repair centre or to the nearest place where it can be stored safely.

Settling claims

We will choose whether to repair or replace **your vehicle** or any parts, or to pay **you** a cash amount to settle **your** claim. If **we** choose to repair **your vehicle**, original manufacturer parts will be used subject to availability.

If a repair improves the condition of **your vehicle**, **we** may ask **you** to pay part of the repair cost.

In the event **your vehicle** is deemed a **total loss** we will pay up to the **market value** of **your vehicle** (as it is at the time of the loss or damage), but **we** will not pay more than the **insured value** (as shown in **your policy schedule**).

If **your schedule** shows that the policy has been arranged on an **agreed value** basis **we** will pay up to the **agreed value** for **your vehicle** (as shown in **your schedule**).

If **we** choose to pay a cash amount to settle **your** claim and **you** are:

- paying for **your vehicle** under a finance agreement, **we** will first pay the finance company and then pay any amount that is left over to **you**; or
- if **your vehicle** is leased or on contract hire, **we** will pay the lease or contract hire company the amount required to settle the balance of the agreement or the **market value** of **your vehicle**, whichever is less.

Courtesy car

We will provide **you** with a courtesy car for the time **your vehicle** is being repaired or for up to 30 days from the date **you** notify **us** that **your vehicle** is stolen or declared a **total loss** as a result of an insured claim within the **territorial limits**.

If **you** accept a courtesy car provided by the repairer then **we** will waive **your excess** up to a maximum of £500. If **your excess** exceeds £500, **you** will be required to pay the balance.

If the courtesy car provided by the repairer does not meet **your** requirements **we** will provide **you** with a courtesy car which is of a similar specification to **your vehicle**. However, **your excess** will apply.

The most **we** will pay for a courtesy car of a similar specification is £4,000 for any one incident.

Loss of or damage to your vehicle

New vehicle replacement

If **your vehicle** is less than 24 months old from the date of first registration, and it is:

- stolen and not recovered; or
- deemed a **total loss**;

we will replace **your vehicle** with a new one of the same make, model and specification.

New vehicle replacement does not apply if:

- **your vehicle** is more than 24 months old from the date of first registration at the time of the loss or damage;
- **you** did not buy **your vehicle** from new;
- the repairs cost less than 55 % of the manufacturer's current list price; or
- a new replacement vehicle of the same make, model and specification is not available in the United Kingdom; or
- **your vehicle** is leased or on contract hire.

We will only replace **your vehicle** if a new vehicle of the same make, model and specification is available straight away in the United Kingdom. If a new vehicle of the same make, model and specification is not available straight away in the United Kingdom, **we** will settle **your claim** as shown in 'Settling claims'.

If **you** are still paying for **your vehicle** under a finance agreement, **we** will need the finance company's permission to settle the claim in this way.

Misfuelling

We will pay up to £5,000 to repair any loss or damage caused if **you** or an **insured driver** fills **your vehicle** accidentally with the wrong grade or type of fuel. This cover will be provided on the basis that it is a one off incident.

Personalised registration plate

If **your vehicle** is declared a **total loss**, following an insured claim under this policy and holds a private registration plate, **we** will pay up to £200 towards the costs involved in placing the private registration plate on retention or transferring to another vehicle.

Loss of road fund licence

If **your vehicle** is declared a **total loss**, following an insured claim under this policy, **we** will pay for the unexpired portion of the road fund licence **you** are unable to recover from the licensing authorities.

Audio and navigation systems

We will pay the cost to replace or repair audio equipment and navigation systems in **your vehicle**, including portable devices as per the manufacturer specification/accessory pack.

Loss of or damage to your vehicle

What you are not covered for

We will not pay for the following:

- Loss of use of **your vehicle** and any resulting costs or expenses. The loss of value including loss of value because of damage whether **you** have it repaired or not, wear and tear, damage to tyres caused by punctures, cuts or bursts, or damage caused by any mechanical, electrical, electronic chip or computer software breaking or failing to work properly.
- Loss or damage if **your vehicle** is taken or driven without **your** permission by:
 - **your** employee, or
 - a member of **your** family, or
 - a person living in **your** home, or
 - a person in a close personal relationship with **you** such as **your** girlfriend or boyfriend unless there is evidence that they are being prosecuted for taking **your vehicle**.
- Loss or damage if **your vehicle** is taken or driven by a person who obtained **your** permission by pretending to be a buyer for **your vehicle** or by offering to sell it for **you**.
- Loss or damage caused by theft or attempted theft while nobody is in **your vehicle**, unless all the doors, windows and other openings are closed and locked, the vehicle's keys and any other door or ignition unlocking devices, such as, electronic fobs/cards, are removed, and the vehicle's electronic or mechanical security devices are set.
- Damage caused by frost, unless **you** have followed the manufacturer's instructions to avoid liquid freezing in **your vehicle**.
- Loss of or damage to communication systems, phones, radar detectors, televisions, DVD players, or similar equipment that is not included as part of the manufacturer's specification/accessory pack.
- Loss or damage as a result of a deliberate act by anybody insured under this policy.
- Any extra costs resulting from parts or replacements for **your vehicle** not being easily available in the United Kingdom.
- Loss of or damage to **your vehicle** as a result of being seized or destroyed by, or on behalf of, any government or public authority.
- The amount of any **excess** applying to claims under this section of the policy unless **your vehicle** is declared a **total loss**.

Legal Liability to other people

This section goes from page 13 to page 14. Please make sure you read the whole section.

What you are covered for

We will cover **you** legal liability for the death of or bodily injury to any person and damage to property caused by:

- **you** using or driving **your vehicle**;
- an **insured driver** driving **your vehicle** with **your** permission;
- any person using (but not driving) **your vehicle** for social, domestic and pleasure purposes with **your** permission;
- any passenger travelling in **your vehicle**, or getting into or out of **your vehicle**, with **your** permission;
- **you** or an **insured driver** driving a vehicle loaned to **you** under an agreement between **us** and one of **our** approved repairers while **your vehicle** is being repaired as a direct result of damage covered by this policy.

We will also cover the legal liability of the following people for causing death, bodily injury or accidental damage:

- The legal personal representatives of any person who has died and who was covered by this section of the policy.
- **Your** employer while an **insured driver** is driving **your vehicle** on the business of **your** employer with **your** permission. This cover only applies if the **certificate of insurance** shows that the business use is allowed. The cover does not apply if **your vehicle** is owned by or hired, rented or leased to **your** employer.
- **Your spouse, civil partner, common law partner** or specified driver while an **insured driver** is driving **your vehicle** on the business of **your spouse, civil partner, common law partner** or specified driver with **your** permission. This cover only applies if the **certificate of insurance** shows that the business use is allowed for that specified driver and that **your spouse, civil partner, common law partner** or specified driver is an **insured driver**.
- **Your spouse's, civil partner's, common law partner's** or specified driver's employer while any **insured driver** is driving **your vehicle** on the business of **your spouse's, civil partner's, common law partner's** or specified driver's employer with **your** permission. This cover only applies if the **certificate of insurance** shows that the business use is allowed for that specified driver and that **your spouse, civil partner, common law partner** or specified driver is an **insured driver**. The cover does not apply if **your vehicle** is owned by or hired, rented or leased to **your spouse's, civil partner's, common law partner's** or specified driver's employer.

We will also pay:

- legal costs and expenses which **we** have previously agreed and which arise from any coroner's inquest, fatal accident inquiry or police prosecution in connection with an accident covered by this policy;
- the cost of emergency treatment to injured people if the **road traffic acts** say that the payment must be made; and
- liability to other people when **your vehicle** is being used for towing any single trailer or caravan or broken down vehicle while it is attached to **your vehicle** and if allowed by law, unless **you** are being paid to tow the attached vehicles.

Legal Liability to other people

What you are not covered for

We will not pay for the following:

- Any liability for death of or injury to the person driving or in charge of the private motor car under this section.
- Loss of or damage to any vehicle or property that belongs to, or is in the care of, any person, company or firm claiming under this policy section.
- Loss of or damage to any caravan or vehicle (or to any property in the caravan or vehicle) being towed by **your vehicle** or being towed by a vehicle being driven by **you**.
- Loss or damage or liability which is the responsibility of the person driving or steering any vehicle being towed by **your vehicle** or being towed by a vehicle being driven by **you**.
- Any liability which is covered under another insurance policy.
- Any liability for pollution or contamination unless it is caused by a sudden event which was not deliberate and not expected to happen.
- Any amount over £1,000,000 for pollution or contamination as a result of any claim, or series of claims caused by one event.
- Any amount over £20,000,000 for damage to other people's property (including any related indirect loss or damage) and any amount over £5,000,000 for related legal costs and expenses as a result of any claim, or series of claims caused by one event.
- Any legal costs or other amounts that **you** pay or agree to pay, or that any person, company or firm claiming cover under this policy section pays or agrees to pay, without first getting **our** agreement.
- Any liability for death or injury to an employee which arises out of or in the course of their employment by **you** or by another person, company or firm covered by this section of the policy. However, **we** will give the minimum cover needed under the **road traffic acts**.

Please also read the general exceptions and general conditions of the policy.

Driving Other Cars

This section goes from page 15 to page 16. Please make sure you read the whole section.

Comprehensive Driving Other Cars

What you are covered for

If **your certificate of insurance** states that **you** or **your spouse, civil or common law partner** have comprehensive driving other cars cover, **we** will cover loss of or damage to the other privately registered motor car or van (this does not include any other commercial vehicle, motorcycle or any other motor vehicle) **you** are driving under this cover, as long as:

- the other privately registered motor car or van **you** or **your spouse, civil or common law partner** are driving is not owned by **you**, is not registered to **you** and not hired to **you** under a hire purchase or rental/leasing agreement by **you**, an **insured driver** or a member of **your** household;
- the vehicle is driven in **territorial limits**;
- the privately registered car or van is registered and normally kept in the **territorial limits**;
- there is a current and valid policy of insurance in force for the privately registered car or van **you** or **your spouse, civil or common law partner** are driving;
- the privately registered car or van is being driven with the owners' permission;
- the privately registered car or van has not been seized or confiscated by or on behalf of any government or public authority;
- **you** or **your spouse, civil or common law partner** are not covered by any other insurance to drive the privately registered car or van; and
- **you** still own **your vehicle** (or if **you** are still its main driver and **you** told **us** that someone else owns **your vehicle** when **you** insured it with **us**), it has not been stolen and not recovered or damaged or has not been declared a **total loss** (write off).

This cover does not allow **us** to release a motor vehicle, other than **your vehicle**, which has been seized by, or on behalf of, any government or public authority.

The private motor car or van **you** or **your spouse, civil or common law partner** are driving under this section must not exceed 3.5 tonnes GVW (Gross Vehicle Weight).

Comprehensive driving other cars cover does not apply if the other privately registered motor car or van **you** are driving is owned by or registered to, or hired, rented or leased to **you**, or **your** employer, or is being kept or used in connection with **your** or **your** employer's business.

The maximum **we** will pay under this section is £150,000 or up to the value of the highest valued car shown on **your schedule**, whichever is higher.

If **you** make a claim under comprehensive driving other cars cover, the highest **excess** applicable to any vehicle as shown in **your schedule** will apply.

Driving Other Cars

Third Party Only Driving Other Cars

What you are covered for

If **your certificate of insurance** states specified drivers have driving other cars cover, **we** will cover the legal liability for the death of or bodily injury to any person and/or damage to property caused by **you** or an **insured driver** driving any other privately registered motor car or van (this does not include any other commercial vehicle, motorcycle or any other motor vehicle) as long as:

- the other privately registered motor car or van **you** or an **insured driver** are driving is not owned, registered, hired to **you** under a hire purchase or renewal/leasing agreement by **you**, an **insured driver** or a member of **your** household;
- the vehicle is driven in the **territorial limits**;
- the car or van is privately registered and normally kept in the **territorial limits**;
- there is a current and valid policy of insurance in force for the privately registered motor car or van **you** or the **insured driver** are driving;
- the privately registered motor car or van is being driven with the owners permission
- the privately registered motor car or van has not been seized or confiscated by or on behalf of any government or public authority;
- **you** or the **insured driver** are not covered by any other insurance to drive the privately registered motor car or van; and
- **you** still own **your vehicle** (or if **you** are still its main driver and **you** told **us** that someone else owns **your vehicle** when **you** insured it with **us**), it has not been stolen and not recovered or damaged or has not been declared a **total loss** (write off).

We will not insure loss of or damage to the privately registered motor car or van **you** or the **insured driver** are driving under this section.

Driving other cars cover does not apply if the other privately registered motor car or van **you** or **insured driver** are driving is owned by or registered to, or hired, rented or leased to, **you**, or **your** employer, or is being kept or used in connection with **you** or **your** employer's business.

Driving other cars cover does not allow use to release a motor vehicle, other than **your vehicle** which has been seized by, or on behalf of, any government or public authority.

The privately registered motor car or van **you** or **insured driver** are driving under this section must not exceed 3.5 tonnes GVW (Gross Vehicle Weight).

What you are not covered for

Anything which is not covered under section 1 and 2 is not covered under this section.

Please also read the general exceptions and general conditions of the policy.

Foreign Travel

This section is on page 17 only. Please make sure you read the whole section.

Compulsory insurance cover outside the territorial limits

Your policy provides the minimum cover **you** need by law for civil liability to other people while **your vehicle** is used in:

1. any country which is a member of the European Union;
or
2. any other country which the European Commission is satisfied has made arrangements to meet the requirements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of motor vehicles. These countries are named on **your certificate of insurance**.

If the minimum insurance needed by law in Great Britain is higher than the minimum needed in the country where **your vehicle** is being used, **we** will provide the minimum needed in Great Britain. **You** do not need a 'green card' to take **your vehicle** to the countries described above if **you** take **your certificate of insurance** with **you**.

Full policy cover outside the territorial limits

Your policy automatically provides the cover shown on **your schedule** for up to 182 days per trip in any one **period of insurance** while **you** are using **your vehicle** in the countries referred to in sections 1 and 2 above, as long as:

- **your vehicle** is taxed and registered in the United Kingdom;
- **your vehicle** is normally kept in the United Kingdom; and
- **you** keep a permanent home in the United Kingdom.

Your policy provides cover while **your vehicle** is being transported by rail or a recognised sea route (including while it is being loaded and unloaded) between any countries in which this policy provides cover, as long as:

- **you** are travelling with **your vehicle**;
- the total time taken to transport **your vehicle** is not more than 65 hours (including any stopovers during the journey); and
- the purpose of transporting **your vehicle** is not to permanently export it.

We do not offer insurance if **you** visit countries that are not described in sections 1 and 2 above.

We will pay customs duty if **your vehicle** is damaged and the damage is covered by this policy and **your vehicle** cannot be returned to the United Kingdom.

What you are not covered for

What is not covered under section 1 and 2 is also not covered under this section.

Section 3 of this policy - Driving Other Cars

Please also read the general exceptions and general conditions of the policy.

Other policy benefits

This section goes from page 18 to page 22. Please make sure you read the whole section.

Personal accident

We will pay £30,000 if **you** or **your spouse, civil partner or common law partner** are accidentally killed or suffer an injury described below while travelling in, or getting into or out of, **your vehicle** or any private motor car or van.

Injury

- Total and permanent loss of sight in one or both eyes.
- Total and permanent loss of use of one or both hands or one or both feet.

We will not pay the benefit if the injury or death:

- is the result of suicide or attempted suicide;
- happens when the person killed or injured is under the influence of alcohol or drugs;
- is a result of someone not wearing a seat belt when they have to by law; or
- happens more than three months after the date of the accident or is not a direct result of the accident.

We will not pay the benefit if **you** are a company or firm.

We will not pay more than £30,000 in any one **period of insurance**, and we will not pay more than £30,000 for a single accident, even if the person killed or injured in the accident is insured under more than one policy with us.

Please also read the general exceptions and general conditions of the policy.

Personal belongings

We will pay up to the personal belongings limit shown in the **schedule** for loss of or damage to personal property in **your vehicle** caused by a motor accident, fire, theft or attempted theft. If a personal belongings limit is not shown in the **schedule**, we will pay up to £1,500. If **you** claim under this section of the policy no **excess** will apply.

We will not pay for the following.

- Loss of or damage to money, stamps, tickets or documents.
- Loss of or damage to goods or samples carried in connection with any business.
- Theft of personal belongings, unless they are hidden in a glovebox or luggage compartment and **your vehicle** is locked when it is unattended.
- Theft of personal belongings from a soft-topped or convertible vehicle unless they are stolen from a locked boot or locked glove compartment.
- Theft of personal belongings unless all doors, windows and other openings on **your vehicle** are locked, and it is broken into by force.
- Loss or damage due to wear and tear or loss in value.
- Loss of or damage to property that is covered under any other policy.

Please also read the general exceptions and general conditions of the policy.

Other policy benefits

Windscreen and windows

We will pay for accidental or malicious damage to the windscreen, windows or sunroof (including panoramic sunroof) of **your vehicle** including repairing scratches to the bodywork caused by the windscreen, windows or sunroof (including panoramic sunroof) and any recalibration needed following the replacement of the windscreen resulting from an insured event covered under this policy.

If **you** claim under this policy section, **your** no-claim discount will not be affected.

We can choose to use parts or accessories which are not supplied by **your vehicle** manufacturer but are of a similar type and quality to the parts and accessories we are replacing.

An **excess** of £100 will apply for replacement and no **excess** will apply when claiming under this section for repair to **your** windscreen.

To tell **us** about a new windscreen or windows claim, please call **our** Glasline on [0330 024 0653](tel:0330 024 0653).

We will not pay for the following:

- Damage as a result of a deliberate act by anybody insured by this policy.
- Loss of use of **your vehicle**.
- Any extra costs resulting from parts for **your vehicle** not being easily available in the United Kingdom.
- Extra costs for work to be carried out outside normal hours, unless the windscreen is shattered, or the damage affects the driver's vision or the security of **your vehicle**.
- The amount of any **excess** applying to claims under this section of the policy.

Please also read the general exceptions and general conditions of the policy.

Replacement locks

We will pay to replace the key, door and boot locks on **your vehicle** if the key, lock transmitter or entry card of **your vehicle** is lost or stolen and not recovered.

If **you** claim under this section of the policy, **your** no-claim discount will not be affected and no **excess** will apply.

We will not pay this benefit if:

- **your** keys are left in or on **your vehicle** at the time of the loss;
- **you** do not report the loss to the police within 24 hours of discovering it.

Please also read the general exceptions and general conditions of the policy.

Child car seats

If **you** have a child car seat fitted in **your vehicle** and **your vehicle** is involved in an accident, as long as **you** are making a claim under section 1 of the policy, we will pay the cost of replacing the child car seat.

We will not pay for the following.

- The amount of any **excess** applying to claims under section 1.

Please also read the general exceptions and general conditions of the policy.

Other policy benefits

Medical expenses

We will pay up to £500 in medical expenses for each injured person if **you** or anyone in **your vehicle** is injured as a result of an accident involving **your vehicle**.

Onward travel/overnight accommodation

If **your vehicle** is not roadworthy after an accident and **you** cannot complete **your** journey, **we** will pay for overnight accommodation or travel expenses of up to £500 in total, for **you** and **your** passengers.

Uninsured driver benefit

If **you** are involved in an accident that **you** are not responsible for and the responsible party is not insured, **your** no-claim discount will not be affected and **you** will not have to pay **your excess**. This cover will not apply if **we** are unable to trace the person responsible.

To claim under this section **you** must provide **us** with the responsible party's vehicle registration number, vehicle make and model and, if possible, their name, address and contact number.

Vandalism promise

If **you** make a claim for **your vehicle** as a result of vandalism which is a malicious and deliberate act, **your** no-claim discount will not be affected and **you** will not have to pay **your excess**. This is subject to the following condition being met:

- **You** report the incident to the police and provide **us** with **your** crime reference number within 48 hours.

Malicious damage is specifically excluded to **your vehicle** if it is as a result of a deliberate act by anybody insured by the policy.

Your no-claim discount will be affected until such time as **you** provide **us** with **your** crime reference number.

No blame no claim

If **your vehicle** is in an incident where the circumstances indicate it is not **your** fault and **we** are unable to trace a third party to make a recovery, **your** no-claim discount will not be affected in the event of a covered loss under **your** policy, provided **you** have made all reasonable attempts to obtain the third party's details where applicable. The cover also extends to any incident where **you** are not to blame and there is no third party, for example storm damage.

Other policy benefits

Future disability

If **you** or an **insured driver** suffers permanent limb or spinal disabilities as a direct result of an accident or loss involving **your vehicle** which is covered by this policy, **we** will at **your** option either:

- pay up to £10,000 for essential alterations to **your vehicle**; or
- contribute up to £10,000 towards **your** purchase of a vehicle adapted for **you** or an **insured driver's** disability.

Any payment under this section is subject to the approval by DVLA of the person's continued driving and DVLA's confirmation of the suitability of the vehicle adaptations/alterations.

You or an **insured driver's** permanent disability must be confirmed in writing to **us** by a qualified physician.

We will not pay more than £10,000 in total for disability cover. **We** will not provide this cover if either **you** or the **insured driver** was under the influence of drink or drugs at the time of the accident or loss covered by **your** policy.

Loss of licence

If **you** or **your spouse, civil partner or common law partner**, named on the policy has their driving licence revoked by the DVLA on medical grounds during the **period of insurance**, **we** will contribute towards **you** or **your spouse, civil partner or common law partner's** alternative transportation costs, up to a maximum of £5,000, for a maximum period of 12 months.

This benefit will not apply if **you** or **your spouse, civil partner or common law partner** has a pre-existing medical condition prior to inception of this policy.

Car-jacking and road rage

We will pay for **car-jacking** and **road rage** expenses **you** or an **insured driver** incur solely and directly as a result of a **car-jacking** or **road rage** incident. For the purposes of this section **car-jacking** and **road rage** occurrence means:

- the unlawful forced removal or detention of **you** or an **insured driver** operating or occupying **your vehicle** during the theft or attempted theft of **your vehicle**; or
- an incident resulting in bodily injury or psychological damage to **you** or an **insured driver** caused by a violent/aggressive person while **you** or an **insured driver** are using **your vehicle**.

For the purposes of this section **car-jacking** and **road rage** expenses means the reasonable costs for:

- related medical expenses for **you** or an **insured driver** when incurred within one year after the **car-jacking** and **road rage** occurrence;
- related psychiatric services for **you** or an **insured driver** as prescribed by a qualified physician, psychologist or other authorised mental health professional, when incurred within one year and is a direct result of the **car-jacking** or **road rage** occurrence.

Any such incident must be reported to the police and a crime reference number obtained within 48 hours of it happening. This cover does not apply if the assault is by a relative or a person known to **you**. The maximum **we** will pay per **period of insurance** for all **car-jacking** or **road rage** expenses is £15,000.

Other policy benefits

Attached and detached trailers

We will pay up to £5,000 for the theft or physical damage to a luggage trailer or non-motorised horsebox, which **you** or an **insured driver** owns, during the **period of insurance**, which is no more than 4.6 metres (15 feet) in length, whether it is attached to **your vehicle** or not.

Any trailer with a value over £2,000 whilst detached must be secured with an industry approved security device. There is no cover for contents of the luggage trailer or non-motorised horsebox under this policy.

Damage to garage

We will pay up to £1,500 for damage caused to **your** garage, gates or house external doors if damaged during a theft or attempted theft of **your vehicle** covered under this policy. If **you** claim under this section it will not affect **your** no-claim discount and no **excess** will apply.

Driver injury

If **you** or an **insured driver** is unable to drive as a result of injury following an accident during the **period of insurance** which results in an insured claim under this policy, **we** will contribute towards alternative transportation costs, up to a maximum of £2,000, for a maximum period of 12 months.

Breakdown Cover

This section goes from page 23 to page 31. Please make sure you read the whole section.

This section is administered by ARAG plc under a binding authority agreement with the insurer Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other insurers proportion or in respect of any other section of this policy.

Definitions applying to this section

In addition to the general definitions at page 2 of this policy, throughout this section, certain words and phrases are printed in bold type. These words and phrases have the meanings set out below and apply to this section only.

breakdown	<ul style="list-style-type: none">• 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 operator's system where your vehicle is ordinarily kept.
insurer	Brit Syndicate 2987 at Lloyd's.
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 (UK)	Great Britain and Northern Ireland, the Channel Islands and Isle of Man.
territorial limits (Europe)	Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Northern Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, 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.
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.
you, your	The person named as the insured in the schedule and anyone legally driving the vehicle with their consent.
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 (or appointed agents on its behalf).

Breakdown Cover

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.

Privacy Statement

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

Collecting personal information

ARAG may be required to collect certain personal information which may include name, address and date of birth. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal 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 information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this section of cover, for example to process premium or handle a claim. To fulfill these obligations, **we** may need to share personal information with other organisations. **We** will not disclose personal 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

You have 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.

What is covered

Your vehicle has a breakdown within the **territorial limits (UK and/or Europe)** and during the **period of insurance**.

Our operator will help **you** in accordance with the terms and conditions of this policy and the insurer will pay any costs incurred up to £15,000 for all claims in any one year.

Breakdown Cover

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 the **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 the **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 working 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 the **vehicle** taken to. Once the **vehicle** has been delivered to that address, the **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 the 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 the **vehicle** is being repaired. The **insurer** will not pay more than £500 for each claim under Emergency overnight accommodation.

Conditions of service (applicable to Alternative travel and Emergency overnight accommodation above)

The **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.

Breakdown Cover

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 the **vehicle's** fuel tank at the roadside if possible or at a **suitable garage** where this is not possible.

Occasionally misfuelling a **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 the **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 more is the cost of 10 litres of correct fuel and no 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 or within one mile of **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.

Breakdown Cover

European cover

This is an optional cover, this cover only applies if shown in **your** policy schedule

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 60 minutes. Due to differing national standards and infrastructures abroad, assistance may take longer to arrive.

Recovery

If, in the opinion of the **recovery operator**, they are unable to repair **your vehicle** within 60 minutes at the roadside **we** will arrange and pay for the **vehicle, you** and **your** passengers to be recovered to the nearest **suitable garage** able to undertake the repair.

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 1600cc

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

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, 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 the **vehicle** is being repaired. The **insurer** will not pay more than £1,000 for each claim under Emergency overnight accommodation under European cover.

Repatriation service

If the **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 the **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.

Breakdown Cover

Conditions of service (applicable to Shipping of spare parts and Alternative travel abroad above)

The **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 certificate (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 certificate. **You** will be held liable for any costs incurred if copies of **your** driving licence or V5C registration certificate are not immediately available.

What you are not covered for

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**.

Exceptions that apply to section 6 Breakdown Cover

In addition to the general exceptions of this policy, this section of the policy will not provide cover or benefits under the following circumstances for UK and European **breakdowns**:

1. The cost of
 - any parts, components or materials used to repair the **vehicle**;
 - labour other than labour at the scene of **your vehicle breakdown** (other than a claim for Misfuelling);
 - 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;
 - additional charges incurred as a result of any aftermarket modification to **your vehicle**;
 - 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;
 - 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 the **vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.
6. Costs incurred in addition to a standard call-out where service cannot be undertaken at the roadside because the **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 exception does not apply to motorcycles or scooters.

Breakdown Cover

Exceptions that apply to section 6 Motor Breakdown Cover only continued...

7. 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.
8. Claims caused by overloading of the **vehicle** or carrying more passengers than it is designed to carry.
9. Damage to **your vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from assistance services provided.
10. 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.
11. Assistance where **your vehicle** is deemed to be illegal, untaxed, without a valid MoT certificate, uninsured, or dangerous to transport.
12. Assistance following any intentional or wilful damage caused by **you** to **your vehicle**.

Please also read the general exceptions and general conditions of the policy.

Breakdown Cover

Conditions applicable to this Section

In addition to the general conditions of this policy, these conditions apply specifically to this section only.

1. Your responsibilities

- The driver of the **vehicle** must remain with or nearby the **vehicle** until help arrives.
- If **your vehicle** cannot be repaired at the roadside, **you** must accept the assistance being provided:
 - 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
 - repairs are provided under a separate contract, which is between **you** and the repairer.
- **You** should wait for assistance to ensure the **vehicle** is functioning correctly. If **you** do not wait for assistance and the **vehicle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent call-outs.

2. 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 the **vehicle** to **you** and pay for alternative transport to **your home address** 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.

3. Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described in the complaints procedure of this policy 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.

4. Acts of Parliament and 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.

5. Contracts (Rights of Third Parties) Act 1999

Except for **our** operator, a person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

Breakdown Cover

Claim procedure

- If **your vehicle** breaks down contact the 24 hour control centre on call **0330 303 1852** or if calling from overseas, call **+44 1206 714 893**. Please have the following information ready as it will be needed to check **your** policy cover:
 - **your vehicle** registration
 - the precise location of **your vehicle** (or as accurate as **you** are able in the circumstances)
 - **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. To help **our** operator to provide a quality service, **your** calls will be recorded.
- 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 **territorial limits (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.

In relation to section 12 **Breakdown** Cover, 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 Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Legal Expenses

This section goes from page 32 to page 45. Please make sure you read the whole section.

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under this section of your policy. The handling of your claim, via the **motor claims centre** is provided by DAS Law Limited on behalf of DAS.

Definitions applying to this section

Wherever the following words or expressions appear in **bold** in this Legal Expenses section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

appointed representative	The preferred law firm , law firm or other suitably qualified person we will appoint to act on an insured person's behalf.
costs and expenses	(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment . (b) The costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.
countries covered	<p>For insured incidents 1 Uninsured loss recovery, 2 Motor Prosecution Defence and 4 Motor Contract Disputes – The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>For insured incident 3 Replacement hire vehicle – England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.</p>
date of occurrence	(a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it.) (b) For motoring offences, the date of the motor offence an insured person is alleged to have committed. If there is more than one offence arising at different times, the date of occurrence is the date an insured person began, or is alleged to have begun, to break the law.
DAS Standard Terms of Appointment	The terms and conditions (including the amount we will pay to an appointed representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an appointed representative the amount is currently £100 per hour. This amount may vary from time to time.
insured person	You , and any passenger or driver who is in or on the insured vehicle with your permission. Anyone claiming under this section must have your agreement to claim.

Legal Expenses

insured vehicle	The motor vehicle(s) covered by the motor insurance policy to which this section attaches. It also includes any caravan or trailer attached to the vehicle(s).
motor claims centre	This centre carries out recovery, hire and repair services and deals with the administration of your claim.
preferred law firm	A law firm or barristers' chambers we choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an insured person's claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the DAS Standard Terms of Appointment .
reasonable prospects	The prospects that an insured person will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We , or a preferred law firm on our behalf, will assess whether there are reasonable prospects .
uninsured losses	Losses which an insured person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this section attaches.
vehicle hire costs	The cost of hiring a comparable replacement vehicle for one continuous period we agree to. This cost includes motor insurance for the vehicle.
we, us, our, DAS	DAS Legal Expenses Insurance Company Limited.
you, your	The person who has taken out this section (the policyholder).

Legal Expenses

How we can help

If **you** are involved in an accident which was not **your** fault, **we** will help **you** recover **your uninsured losses** from the person who caused the accident, either through **our Motor Claims Centre** or by appointing a lawyer. **Uninsured losses** could include the cost of repairing or replacing the **insured vehicle**, **your** motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

If the accident was entirely the other person's fault and the **insured vehicle** cannot be driven, **we** can arrange to supply **you** with a comparable replacement hire vehicle until the **insured vehicle** can be repaired.

We will do so only if **you** meet the hire company's terms and conditions of hire. For **us** to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey and Guernsey.

Where the driver at fault is uninsured or cannot be traced, **we** will assist **you** in making a claim to the Motor Insurers' Bureau.

We can also defend **you** against motoring prosecutions, and assist **you** in contract disputes related to the **insured vehicle**.

When you need to make a claim

Phone **us** on **0800 783 6066** as soon as possible after **your** accident to speak with one of **our** dedicated customer claims handlers. If **you** are calling outside of the UK, please phone **us** on **+ 44 29 2085 4069**. If **you** are faced with a motoring prosecution, or a motor contract dispute, please phone **us** on **0344 893 9027**.

If you need any other help from us

If **you** wish to speak to **our** legal teams about a legal problem related to motoring, please phone **us** on **0344 893 9027**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

Please do not ask for help from a lawyer or hire a vehicle before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

Our agreement

We agree to provide the insurance described in this section subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

1. **reasonable prospects** (other than in respect of insured incident **2 Motor Prosecution Defence**) exist for the duration of the claim.
2. the **date of occurrence** of the insured incident is during the **period of insurance**.
3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**.
4. the insured incident or, for motor offences, the alleged offence, happens within the **countries covered**.

Legal Expenses

What we will pay

We will pay an **appointed representative**, on behalf of an **insured person**, **costs and expenses** incurred following an insured incident, provided that:

- a) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.
- b) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. The amount may vary from time to time.
- c) in respect of an appeal or the defence of an appeal, the **insured person** must tell **us** within the time limits allowed that they want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist and for insured incident **2 Motor prosecution defence**, **we** must have defended the original motoring prosecution.
- d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What we will not pay

In the event of a claim, if an **insured person** decides not to use the services of a **preferred law firm**, they will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.

Legal Expenses

What is covered - Insured incidents

1. Uninsured loss recovery

Costs and expenses incurred to recover **uninsured losses** after an event which causes:

- a) damage to the **insured vehicle** or to any property belonging to an **insured person** in or on the vehicle; and/or
- b) death or bodily injury to an **insured person** whilst travelling in or on the **insured vehicle**.

2. Motor prosecution defence

Costs and expenses incurred to defend an **insured person's** legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the **insured vehicle**, which the **insured person** has notified **us** of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the **insured person** is notified of a prosecution any other way.

What is not covered:

Parking or obstruction offences, insurance offences or challenging a fixed penalty notice.

3. Replacement hire vehicle

We will make the arrangements for vehicle hire for **you** within the **countries covered** and **we** will pay **your vehicle hire costs** following an accident involving the **insured vehicle** and another vehicle, as long as:

- a) the **insured vehicle** cannot be driven, and
- b) the accident was entirely the other person's fault.

Provided that:

- i) **You** must agree to **us** trying to recover any **vehicle hire costs** in **your** name, and any costs recovered must be paid to **us**.
- ii) **We** will choose the vehicle hire company and the type of vehicle to be hired.
- iii) **We** will decide how long a vehicle can be hired for.
- iv) **You** must tell **us** as soon as the **insured vehicle** becomes available for **you** to drive again.
- v) **You** must meet the age and licensing rules of the vehicle hire company **we** choose and must follow any terms and conditions of hire.

What is not covered:

- 1. **Vehicle hire costs** if **you** are claiming against a person who does not have valid motor insurance or cannot be identified or traced; or
- 2. **Vehicle hire costs** when **you** make **your** own arrangements for vehicle hire after an insured incident.

Please note there may sometimes be circumstances, such as local unavailability, in which **we** are unable to provide a comparable replacement vehicle. In such cases **we** will try to provide an alternative replacement vehicle. If this is not possible **we** will still seek to recover **your** uninsured losses for the loss of use of the **insured vehicle**.

Legal Expenses

4) Motor contract disputes

Costs and expenses incurred in respect of a dispute arising from an agreement or an alleged agreement which **you** have entered into in a personal capacity for the:

- a) buying, selling, hiring or insurance of the **insured vehicle** or its spare parts or accessories;
- b) service, repair or testing of the **insured vehicle**.

Provided that:

- i) **you** must have entered into the agreement or alleged agreement during the **period of insurance**; and
- ii) the amount in dispute must be more than £250 (including VAT).

What is not covered:

The settlement payable under an insurance policy (**we** will cover a dispute if **your insurer** refuses **your** claim, but not for a dispute over the amount of the claim).

What you are not covered for

1. Late reported claims

A claim where the **insured person** has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

2. Costs we have not agreed

Costs and expenses or **vehicle hire costs** incurred before **our** acceptance of a claim. If **we** agree to pay **vehicle hire costs** but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, **we** will not pay any further **vehicle hire costs**. However, **we** will not seek to recover any costs from **you** that **we** have already paid provided the accident details **you** have supplied are true and complete.

3. Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.

4. Legal action we have not agreed

Any legal action an **insured person** takes that **we** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **appointed representative**.

5. Uninsured drivers

The **insured vehicle** being used by anyone, with **your** permission, who does not have valid motor insurance.

6. A dispute with DAS

A dispute with **us** not otherwise dealt with under condition 8 of this section.

7. Judicial review

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

Legal Expenses

What you are not covered for

continued...

8. Nuclear, war and terrorism risks

A claim caused by, contributed to by or arising from:

- a) ionising radiation or contamination by radioactivity, from any nuclear fuel or from any nuclear waste from burning nuclear fuel.
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it.
- c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000.
- d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

9. Litigant in person

Any claim where an **insured person** is not represented by a law firm or barrister.

Legal Expenses

Conditions applicable to this section

1. **An insured person's legal representation**
 - a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as an **insured person's appointed representative** to deal with their claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.
 - b) If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
 - c) If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **we** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. The amount may vary from time to time.
 - d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
2. **An insured person's responsibilities**
 - a) An **insured person** must co-operate fully with **us** and the **appointed representative**.
 - b) An **insured person** must give the **appointed representative** any instructions that **we** ask them to.
3. **Offers to settle a claim**
 - a) An **insured person** must tell **us** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **our** written consent.
 - b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
 - c) **We** may decide to pay the **insured person** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any claim in their name. The **insured person** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.
4. **Assessing and recovering costs**
 - a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
 - b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

Legal Expenses

Conditions applicable to this section

continued...

5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if the **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

6. Withdrawing cover

If an **insured person** settles or withdraws a claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses we** have paid.

7. Expert opinion

We may require the **insured person** to get, at their own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk)

If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **us** or may be paid by either **you** or **us**.

9. Keeping to the terms of this section

An **insured person** must:

- a) keep to the terms and conditions of this section
- b) take reasonable steps to avoid and prevent claims
- c) take reasonable steps to avoid incurring unnecessary costs
- d) send everything **we** ask for, in writing, and
- e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10. Cancelling the policy

You can cancel this section of policy by telling **us** within 14 days of taking it out or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Legal Expenses

Conditions applicable to this section

continued...

11. Fraudulent claims

We will, at **our** discretion, void this section (make it invalid) the date of claim, or alleged claim, and/or **we** will not pay the claim if:

- a) a claim an **insured person** has made to obtain benefit under this section is fraudulent or intentionally exaggerated; or
- b) a false declaration or statement is made in support of a claim.

12. Claims under this section by a third party

Apart from **us**, the **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

13. Other insurances

If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

14. Law that applies

This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Legal Expenses

Data Protection

To comply with data protection regulations **we** are committed to processing the **insured person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including the **insured person's** name, address, date of birth, email address and, on occasion, dependent on the type of cover the **insured person** has, sensitive information such as medical records. This is for the purpose of managing the **insured person's** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain the **insured person's** personal information either directly from them, the third party dealing with the **insured person's** claim or from the authorised partner who sold them the policy.

Who We Are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of the **insured person's** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

How We Will Use Your Information

We may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the **insured person** to ask for their feedback, or members of the DAS UK Group. If the **insured person's** policy includes legal advice **we** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the **insured person** has, their information may also be sent outside the EEA so the service provider can administer their claim.

We will take all steps reasonably necessary to ensure that the **insured person's** data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the **insured person's** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **our** website.

What Is Our Legal Basis For Processing Your Information?

It is necessary for **us** to use the **insured person's** personal information to perform **our** obligations in accordance with any contract that **we** may have with the **insured person**. It is also in **our** legitimate interest to use the **insured person's** personal information for the provision of services in relation to any contract that **we** may have with **you**.

Legal Expenses

Data Protection

continued...

How Long Will Your Information Be Held For?

We will retain the **insured person's** personal data for 7 years. We will only retain and use their personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If **you** wish to request that **we** no longer use the **insured person's** personal data, please contact **us** at dataprotection@das.co.uk.

What Are Your Rights?

The **insured person** has the following rights in relation to the handling of their personal data:

- the right to access personal data held about them
- the right to have inaccuracies corrected for personal data held about them
- the right to have personal data held about them erased
- the right to object to direct marketing being conducted based upon personal data held about them
- the right to restrict the processing for personal data held about them, including automated decision-making
- the right to data portability for personal data held about them

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via Email: dataprotection@das.co.uk

How To Make a Complaint

If the **insured person** is unhappy with the way in which their personal data has been processed, the **insured person** may in the first instance contact the Data Protection Officer using the contact details above.

If the **insured person** remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
www.ico.org.uk

Legal Expenses

How to make a complaint

We always aim to give you a high quality service. If you think we have let you down, you can contact us by:

- phoning 0344 893 9013
- emailing customerrelations@das.co.uk
- writing to the Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side, Temple Back | Bristol | BS1 6NH
- completing our online complaint form at www.das.co.uk/about-das/complaints

Further details of our internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you can ask the Financial Ombudsman Service for a free and independent review of your complaint.

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing complaint.info@financial-ombudsman.org.uk
- writing to The Financial Ombudsman Service | Exchange Tower | London | E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk Using this service does not affect your right to take legal action.

The Financial Ombudsman's role is to assess our handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If you are unhappy with the service provided by an appointed representative the relevant complaint-handling procedure is available on request.

DAS Head and Registered Office:

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

Registered in England and Wales, Company Number 103274. Website: www.das.co.uk
DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if we cannot meet our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

Legal Expenses

How to make a complaint

continued...

DAS Law Limited Head and Registered Office:

DAS Law Limited
North Quay
Temple Back
Bristol BS1 6FL

Registered in England and Wales, Company Number 5417859. Website: www.daslaw.co.uk
DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority registered number 423113.

General Conditions

Please make sure you read this page

1. Your duty

We will only provide the insurance cover set out in this policy if:

- **you** and any person claiming cover under the policy keep to the conditions of the policy; and
- the **statement of fact** does not contain any fact or declaration which is not true to the best of **your** knowledge and belief.

2. Changes in circumstances

You must tell **us**, as soon as possible, about any change in circumstances as this could affect **your** insurance cover.

Examples of these changes are:

- any changes to **your vehicle**, including engine modifications and changes such as fitting alloy wheels, spoilers or skirts;
- any problem to do with the health advisable to the DVLA of any person who will drive **your vehicle**;
- a motoring accident, insurance claim, motoring conviction or fixed penalty offence involving any person who will drive **your vehicle**;
- changes in the ownership or use of **your vehicle** or in the job of any person who will drive **your vehicle**;
- changes to **your** address or the address where **your vehicle** is usually kept; and
- changes in the number of vehicles owned or regularly driven by **you** or by members of **your** family who live with **you**.

If a person whose details **you** have not already given **us** is likely to drive **your vehicle**, **you** must give **us** their full details.

If **your vehicle** is insured on an **agreed value** basis, **you** must regularly review the value of **your vehicle**. If during the **period of insurance**, **you** believe the value of **your vehicle** as shown on **your schedule** requires revision (for example following market changes or restoration work) **you** must tell **us** as soon as possible to make sure **your vehicle** is adequately covered (evidence will be required to confirm any changes in the value of **your vehicle**).

3. Other insurance

If any other insurance policies cover the same loss, damage or liability as this policy, **we** will only pay **our** share of the amount of the loss, damage or liability.

4. Taking care of your vehicle and any trailer or caravan towed by the vehicle

You and any other person, company or firm insured by the policy must take all reasonable steps to prevent loss of or damage to any vehicle insured by the policy and to keep the vehicle and any trailer or caravan towed by the vehicle in a safe and roadworthy condition.

We may examine the vehicle, trailer or caravan at any time.

Ensure any Advanced Driver Assistance Systems (ADAS) fitted by the manufacturer are calibrated and updated to the manufacturer's standard (some examples of ADAS are electronic stability control, anti-lock brakes), lane departure warning, adaptive cruise control and traction control).

General Conditions

Please make sure you read this page

5. Our right of recovery

If **we** have to settle a claim under the law of any country and **we** would not have paid that claim under the terms of the policy, **we** can get back from **you** the amount of any payment **we** have had to make.

6. No-claim discount

Your no-claim discount (NCD) will follow the scale of discounts which applies when **you** renew **your** policy. If somebody makes a claim, **you** may lose all or part of **your** no-claim discount.

If no-claim discount protection is shown in the **schedule**, **you** will only lose the no-claim discount if there are more than two fault claims in a five-year period. If somebody makes a claim, **we** may also apply a higher premium or **excess** when **you** renew **your** policy.

The table below shows how **your** no-claim discount would be affected if somebody makes a claim or claims and **your** no-claim discount is not protected:

Number of years no-claim discount currently available (without NCD protection)	No-claim discount at the next renewal (without NCD protection)		
	No claims	One fault claim within the policy period	Two or more fault claims within the policy period
0	1	0	0
1	2	0	0
2	3	0	0
3	4	1	0
4	5	2	0
5	6	3	0
6	7	4	0
7	8	5	0
8	9	6	0
9 or more	10	7	0

Note: In the table above a claim is where **we** have made payment for any loss, damage or injury to a third party or where any costs paid for damage to **your vehicle** cannot be, or have not yet been, recovered.

General Conditions

Please make sure you read this page

6. No-claim discount
(continued)

The table below shows how **your** no-claim discount would be affected if somebody makes a claim or claims and **your** no-claim discount is protected:

Number of years no-claim discount currently available (without NCD protection)	No-claim discount at the next renewal (with NCD protection)			
	No claims	One fault claim within the policy period	Two fault claims within the policy period	Three claims within the policy period
4	5	4	4	2
5	6	5	5	3
6	7	6	6	4
7	8	7	7	5
8	9	8	8	6
9 or more	10	9	9	7

Note: In the table above a claim is where **we** have made payment for any loss, damage or injury to a third party or where any costs paid for damage to **your vehicle** cannot be, or have not yet been, recovered.

7. Defending or settling a claim

You and any person, company or firm insured by the policy must not admit liability for any loss or damage, or make any offer to pay any claim.

We are entitled to decide exactly how to carry out any legal proceedings or settle any claim and to:

- take over and defend or settle any claim in the name of any person, company or firm insured by the policy; and
- take legal action in **your** name, or in the name of any person, company or firm insured by the policy, to get back any payment **we** make.
- if **your** car belongs to someone else, or is under a hire or leasing agreement, **we** will pay the legal owner.

8. Fraud

We will not pay for any loss, damage or liability if **you** or any person, company or firm insured by the policy makes a claim that is dishonest or exaggerated, or makes a false statement or provides false documents to support a claim.

9. Car sharing and voluntary work

This policy does not insure anyone to use **your vehicle** for hire or reward. However, if passengers in **your vehicle** make a payment towards the cost of a journey, **we** will not class this as use for hire or reward if:

- **your vehicle** is not designed or adapted to carry more than seven people including the driver;
- the passengers are not being carried in the course of a business of carrying passengers; and
- the total of the payments made by all the passengers does not include a profit.

General Conditions

Please make sure you read this page

10. Service and repair

This policy will continue to provide insurance cover for **you** under policy section 2 while **your vehicle** is with motor traders or their employees being serviced or repaired. (**We** will ignore any restriction in use on **your certificate of insurance** which excludes use for motor-trade purposes under these circumstances.) However, the insurance cover for other people, companies or firms referred to in section 2 will not apply.

Other sections of the policy which apply for the type of cover shown in the **schedule** will also continue to apply if **your vehicle** is being driven by an **insured driver** or is not being driven at the time of the incident.

11. Paying your premium

If **you** have not paid the full premium for the whole **period of insurance** and **you** make a claim under this policy, **we** may deduct the amount of premium **you** still owe from the amount **we** pay to settle the claim.

12. Cancelling your policy

If **you** do not want to accept the policy please tell **your** broker or **us** and **we** will refund the premium for the exact number of days left on the policy, unless someone has claimed, in which case **we** will not refund any premiums.

If **you** are paying by monthly instalments **we**:

- will stop applying for **your** monthly premium
- may exercise **our** right to collect the balance of any outstanding premium instalments in the event of a claim.

Where there is a valid reason for doing so, **we** or **your** broker or other person acting for **us**, may cancel the policy. Some examples of situations where we would have a good reason for cancelling **your** policy include **you** not paying a premium when it is due, not providing documents **we** ask for (such as proof of no-claim discount or security) or providing **us** with incorrect information, and failing to put this right when **we** ask **you** to. If **we** cancel the policy **we** will send **you** seven days' written notice to **your** last known address. **We** will refund the premium for the exact number of days left on the policy unless someone has claimed, in which case **we** will not refund any premiums.

If **we** cancel the policy, or **your** broker or other person acting for **us** cancels the policy, because **you** have not paid the premium (or that part of the premium which is due to be paid) on or before the date it is due, **we** will refund any premium **you** have paid for the exact number of days left on the policy. If someone has claimed in the current **period of insurance**, **we** will not refund any part of the premium.

If **we** or **your** broker cancel **your** policy on the grounds of fraud, cancellation may be immediate and **we** may keep any premium **you** have paid. **We** may also inform the police of the circumstances.

General Conditions

Please make sure you read this page

13. Automatically renewing your policy

We may automatically renew **your** policy on the renewal date. If **we** do this, **we** will write to **you** before the renewal date with details of the renewal terms. If **you** pay **your** premium by direct debit, **we** will continue to take payments from **your** bank account for the renewal premium. If **you** do not want to renew, **you** must tell **your** broker or **us** before the renewal date. **We** will then refund any payment **we** have taken for the renewal premium. If **you** do not want to renew, but **you** only tell **your** broker or **us** after the renewal date, **we** will work out the refund as though **you** had cancelled the policy as shown in general condition 12.

General Exceptions

Please make sure you read this page

What you are not covered for

1. **We** will not pay for any loss, damage or liability which arises while the vehicle covered by the **certificate of insurance** is being:
 - used for a purpose which is not allowed by the current **certificate of insurance**;
 - driven by, or is in the charge of, a person who has **your** permission to drive and who is not an **insured driver**;
 - driven by a person who does not hold a driving licence, unless the person has held and is not disqualified from holding or getting a licence;
 - driven by a person who is not keeping to the conditions of the driving licence they hold or are entitled to hold;
 - driven by a person who has previously been disqualified from driving and has not reapplied for and received their licence from the issuing authority.
 - driven by a person who is driving contrary to medical advice due to ill health or following a surgical procedure
 - used to take part in a crime (unless **your vehicle** is stolen);
 - used in a place used for aircraft taking off, landing, parking or moving including airport service roads that the general public are not allowed to use;
 - used in a race, speed trial, any rally, event named or advertised as a rally, track day or similar motor sporting event, or used in connection with any event at the Nurburgring; or
 - used in an unsafe or unroadworthy condition or without a valid MOT (where one is required).
2. **We** will not pay for any legal liability which arises under a contract or agreement unless the person, company or firm claiming cover under this policy would have had that liability if the contract or agreement had not existed.
3. **We** will not pay for any loss, damage or liability which is the direct or indirect result of the following:
 - War, revolution or any similar event.
 - Actual or threatened terrorism or any similar event, or action to control, prevent or stop any terrorist event. (Terrorism is any illegal action involving violence, force or danger to people or property that appears to be intended to:
 - cause fear among the people of a country or state;
 - disrupt any part of the economy of a government, country or state; or
 - affect the policy or conduct of a government.)
 - Earthquake, riot or civil disturbance outside Great Britain, the Isle of Man or the Channel Islands.
 - Ionising radiation or radioactive contamination from any nuclear fuel or from nuclear waste.
 - The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
 - Pressure waves caused by aircraft or other flying objects travelling at or above the speed of sound.
 - Anything harmful contained in any goods or property being towed by, carried on, supplied from, loaded on, or unloaded from **your vehicle**.
 - Any harmful or incorrect medical treatment or help given at or from **your vehicle**.
 - A deliberate act by anybody insured under this policy

However, **we** will provide the cover needed under the **road traffic acts** for the events shown above.

General Exceptions

Please make sure you read this page

What you are not covered for

4. **We** will not pay for any loss, damage or liability for which legal proceedings have been brought or judgement given in a court outside the United Kingdom, unless the proceedings or judgement are in a foreign country because **your vehicle** was being used in that country and **we** had agreed to provide insurance in that country.
5. **We** do not cover any loss, damage or liability arising from an incident if **you** or anyone insured under the policy is convicted of driving while under the influence of alcohol or drugs. **We** have the right to recover from **you** any amounts which **we** pay before such conviction or which **we** are required to pay by law.

Further Information

How we use your information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when we process your personal information under our full Privacy Policy.

The personal information, provided by **you**, is collected by or on behalf of Covea Insurance plc ('**we, us, our**') and may be used by **us, our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **your** information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as "sensitive personal information", **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- It is necessary for **us** to process **your** personal information to provide **your** insurance policy and services. **We** will rely on this for activities such as assessing **your** application, managing **your** insurance policy, handling claims and providing other services to **you**.
- **we** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. **We** will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services.
- **we** have a legal or regulatory obligation to use such personal information.
- **we** need to use such personal information to establish, exercise or defend **our** legal rights.
- **you** have provided **your** consent to **our** use of **your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following third parties, including:

- Reinsurers, regulators and authorised/statutory bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **our**, or **your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covéa Insurance Group

Marketing

We will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

Further Information

How we use your information

continued...

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **we** will check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **we** are able to offer insurance, the appropriate price for **your** policy or whether **we** can accept **your** claim. If **you** object to an automated decision, **we** may not be able to offer **you** an insurance quotation or renewal.

How to Contact Us

Please contact **us** if **you** have any questions about **our** Privacy Policy or the information **we** hold about **you**:

[The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX](#)

or email: dataprotection@coveainsurance.co.uk.

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). The police, the DVLA, the DVA, the Insurance Fraud Bureau and certain other authorised organisations may use the MID and the information stored on it for purposes including:

- electronic licensing;
- continuous insurance enforcement (to reduce the number of people driving without insurance);
- enforcing the law (preventing, detecting, cautioning or prosecuting offenders); and
- providing government services or other services aimed at reducing the number of uninsured drivers.

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

People (including citizens of other countries) making an insurance claim following a road traffic accident (and their appointed representatives) may also get relevant information which is held on the MID. **You** can find out more about this from **us**, or at www.mib.org.uk

It is vital that **your** correct registration number is shown on the MID. If it is not, **you** are at risk of having **your** vehicle seized by the police. **You** can check that **your** correct registration number is shown on the MID at www.askmid.com

Executive Motor Policy

Your Notes



Environmental Impact

Covea Insurance plc takes a close and responsible interest in the environmental impact of its operations. Due to the nature of our business, we do not have a major impact on the environment. We none the less recognise the value of taking a proactive approach to environmental management. Key measurements of environmental impact focus on the areas of recycling and energy conservation.

Recycling

At all our offices, we endeavour to recycle existing materials wherever possible.

We have developed more effective waste management policies and have effective recycling policies for glass, paper, cardboard and print cartridges across all our sites.

Energy

Our computers, printers and photocopiers all operate on power save and only bio-degradable detergents are used throughout the cleaning of our buildings. Our email messages contain a “green” message encouraging recipients to think about the environment prior to print. We aim to run our premises at the optimum temperature (typically 20 degrees) to conserve energy and hand dryers are encouraged instead of paper towels to ensure that we minimise paper wastage.

Taking a responsible approach to social and environmental issues remains crucial to our business performance and its future success. Covéa Insurance will continue to behave ethically and contribute to the environment, while improving the quality of life of the workforce and their families as well as that of the local community and society at large.

Your Executive Motor Insurance Private Client Insurance



0330 221 0444



www.coveainsurance.co.uk



Covéa Insurance
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Reading
RG1 8DA

Covea Insurance plc
Registered Office: Norman Place, Reading, Berkshire, RG1 8DA
Registered in England and Wales No. 613259
Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority No. 202277

