

aqua®

private  
client

# aurum

*/awr-uhm/ noun;  
precious valuable metal*

motor policy wording



## Useful Contact Numbers

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### **AURUM CLAIMS**

From within the UK: 0843 658 5376  
From outside the UK: +44 1925 422 797

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### **AURUM GENERAL ENQUIRIES**

Telephone: 020 7397 4499  
Email: [aurum@aquaunderwriting.com](mailto:aurum@aquaunderwriting.com)

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**Thank you for choosing Aurum.**

We have given a great deal of thought to ensure we provide the cover and service our intermediaries would expect for their most important clients.

If you do need to make a claim please rest assured that we will deal with it promptly, without fuss and in a manner you would expect from someone you have chosen to protect your possessions.

If throughout the policy period you have any suggestions as to how we may improve any aspect of our cover or service, please let me know.

I wish you a year of safe and pleasurable motoring.



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**Ashley Cole**  
Head of Aurum

Aqueduct Underwriting Limited  
One Whittington Avenue  
London EC3V 1LE



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# Policy Contents

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# 01 Complaints Procedure

We are proud of the service that we provide and of our careful selection of intermediaries that we entrust to service this **policy**. Occasionally, things may go wrong and if this happens we have a procedure in place to fully investigate your complaint and, where appropriate, to make changes to prevent a recurrence.

If **you** are unhappy with any element of the cover we provide or any aspect of our service or have cause for complaint, please, in the first instance, contact the insurance intermediary that arranged the **policy** for **you**.

If **you** still have cause for complaint then contact us at:

The Managing Director  
Aqueduct Underwriting Limited  
1 Whittington Avenue  
London, EC3V 1LE

A full copy of our complaints procedure will be issued to **you** when we provide a written acknowledgment of **your** complaint.

If **you** remain unhappy with the way that **your** complaint has been addressed (other than for a complaint under section 9, Motor Legal Expenses Cover or under section 10, European Motor Breakdown Assistance) **you** may refer to Lloyd's at:

Complaint Department at Lloyd's  
Policyholder & Market Assistance  
Lloyd's Market Services  
One Lime Street  
London, EC3M 7HA

**t:** 020 7327 5693  
**e:** complaints@lloyds.com

Complaints that cannot be resolved by the Complaints Department at Lloyd's may be referred to the Financial Ombudsman Service:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London, E14 9SR  
**t:** 0845 080 1800

If **you** remain unhappy with the way that **your** complaint has been addressed under Section 9 Motor Legal Expenses Cover then **you** may refer to:

The Customer Relations Manager  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds, LS10 1RJ

**t:** 0845 218 2685  
**e:** customerrelations@ukgeneral.co.uk

If **you** remain unhappy with the way that **your** complaint has been addressed under Section 10, European Motor Breakdown Assistance then **you** may refer to:

Customer Relations  
c/o Call Assist Limited  
Axis Court  
North Station Road  
Colchester  
Essex CO1 1UX

## 02 The Meanings of Words in this Policy

Words with special meanings are defined here or in the part of the **policy** where they are used. Defined terms will be black and bold when used. Words using the singular should, where the circumstances require, be read in the plural.

In this **policy**, the words '**you**' and '**your**' refer to the person named on the **schedule** as the policyholder and a spouse or partner that permanently resides with them. The words '**we**', '**us**', '**our**' and '**ours**' mean the insurers named on the **schedule**.

The words below will have the following meanings where shown in black and bold throughout the policy unless a more specific special definition applies under a specific section:

**Act of terrorism** means an act, including using or threatening to use force or violence, which is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

**Amendment to cover notice** means any notification of cover change issued to **you**.

**Agreed value** means the amount **your vehicle** is insured for and the amount **we** will pay if **your vehicle** is stolen and not recovered or totally destroyed. The agreed value is agreed by **you** and **us** as shown in the **schedule**. The amount should include the value at the inception date of the **policy**, all manufacturer fitted extras and modifications and any non-manufacturer extras or modifications approved by **us**.

**Call Assist** means Call Assist Limited, Axis Court, North Station Road, Colchester, Essex, CO1 1UX. Registered in England and Wales, number 3668383.

**Certificate** means the document issued for each **vehicle you** insure with **us**. This is **your** evidence of motor insurance. **Your** certificate should be read together with the **policy**.

**DAS** means DAS Legal Expenses Insurance Company Limited of DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales, number 103274.

**Endorsement** means any change to the terms of the **policy** agreed in writing.

**European Union** means Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, **United Kingdom**.

**Excess** means the amount for which **you** are responsible as the first part of each agreed claim as shown in the **schedule**. If an **insured vehicle** is not listed in the **schedule** a £1,000 excess applies.

**Household member** means any member of **your** household who permanently resides with **you** including **your** domestic employees, children studying away from home and any person living in the grounds of **your** residence.

**Identity fraud** means someone, or a group of people, knowingly using a means of identification belonging to **you** or a **named insured person** without **your** or a **named insured person's** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act, whether resulting from a theft from an **insured vehicle** or another covered loss under the **policy** during the **period of insurance**.

An act, or a series of acts, against one of **you** by one person or group of people is considered to be one identity fraud.

**Insured person** means any person permitted by **you** to drive, is legally entitled to drive and is entitled to drive in accordance with **your policy**.

**Insured vehicle** means any **vehicle**, or any private vehicle, including a courtesy vehicle, when used by **you** or a **named insured person** with the owner's permission. This does not include other vehicles owned by **you** or a **named insured person**, vehicles available for the regular use of **you** or a **named insured person**, or vehicles hired by any person other than **you** or a **named insured person**.

**LawShield** means LawShield UK Ltd, LawShield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL.

**Loss of Limb** means:

- a. in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; and
- b. in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire hand or arm.

**Loss of sight** means total and irrevocable loss of sight in one or both eyes.

**Market value** means the cost to replace an **insured vehicle** with one of similar make, model and condition. **We** decide this amount.

**Named insured person** means any **Insured person** whose name is stated on the **certificate**.

**New vehicle replacement** means the replacement of **your vehicle** with a new one of the same specification. This cover may apply, if **you** prefer, if the **vehicle** is deemed a **total loss** by **us** following a covered loss within 24 months from the date of first registration. The cost of the replacement **vehicle** must not exceed the **agreed value** during the first **policy period**. Past the first renewal date of **your policy** the cost of the replacement vehicle may exceed the **agreed value** if **we** deem it necessary to meet **our** obligation to **you**. **You** must be the first registered owner of the **vehicle** (other than a dealership) for this cover to apply. If **you** are not the first registered owner of the **vehicle** (other than a dealership) then new vehicle replacement only applies if the **vehicle** is less than 12 months old.

**No claims discount** means the document provided by **your** previous insurer confirming the number of years **you** or a **named insured person** has been driving each of **your vehicles** without making a claim. **We** will price **your** insurance based on **your** driving record and will not always ask for sight of this document. Should **your policy** be cancelled or lapsed, **we** will confirm the number of years **you** have been incident free whilst insured with **us**. **We** will only add these years to **your** previous no claims discount document if **we** have sight of the document from **your** last insurer.

**Non Household Member** means any person that does not permanently reside with **you** over the age of 30.

**Occurrence** means any one covered loss or accident which first occurs within the **policy period** and this **policy** applies.

**Period of insurance** means the period of insurance shown in **your** most recent **schedule**.

**Personal Effects** means personal property owned by **you** or a **household member**.

**Policy** means this policy wording including the **schedule**, any **endorsements**, any **amendment to cover notice** and the **certificate**.

**Schedule** means the most recent document **we** sent to **you** showing **your** name, **your** address and **your** insurance details.

**Territorial Limits** means the **European Union**, as well as the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus) or in transit by rail, sea, land (not under the **vehicle's** own power) or air between any countries listed in this definition.

**Total Loss** means that following a covered loss, an **insured vehicle** is deemed unrecoverable following a theft or is totally destroyed and beyond economical repair. An **insured vehicle** is considered a total loss when the salvage value plus the repair cost is equal to or greater than the amount of cover of the **insured vehicle**. The value of any salvage will be determined by **us** and any salvage will be disposed of in accordance with the ABI Code of Practice for the Disposal of Motor Vehicle Salvage. This decision will be made by **us**.

**Under the influence** means:

- a. having a blood alcohol level exceeding the prescribed limit as decreed by the **United Kingdom** Road Traffic Act (or similar legislation of any other applicable country within the **territorial limits**) and/or;
- b. being under the influence of any illegal substance.

**Vehicle** means a vehicle listed in the **schedule** for which a **certificate** has been issued bearing the registration number or chassis number of that vehicle. The vehicle must be under a hire purchase agreement, be leased to or belong to **you**, a **household member** or a direct family relation.

**United Kingdom** means England, Wales, Scotland and Northern Ireland.



## 03 General Terms and Conditions that Apply to this Policy

Aqueduct Underwriting Limited issues this **policy** which is provided by certain insurers at Lloyd's of London except for Section 9, Legal Expenses Insurance where cover is arranged by **LawShield** with UK General Insurance Limited on behalf of Inter Partner Assistance and Section 10, European Motor Breakdown Assistance, where cover is underwritten by **DAS** and the service provided by **Call Assist**.

The insurers are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

This **policy** sets out the contract between **you** and **us**. They should be read as one document. **You** agree to pay the premium shown in the **schedule** and comply with **your** responsibilities described in this **policy**. Cover for each section is only operative where indicated on **your policy schedule**.

**We** have relied on the information that **you** have provided to **us** via **your** insurance intermediary. For this contract to be valid, all the information **you** have given **us** must be true and complete. **You** must notify **us** of any change to, or error in, the information that **you** have previously declared to **us**, contained in the **policy schedule** or in the statement of fact. **We** will tell **you** if any such information affects **your** insurance or results in an additional premium. If **you** do not tell **us**, it may affect any claim **you** make or it could invalidate this insurance.

**You** must take care to ensure that all of the information provided is accurate and complete.

Various provisions in this **policy** restrict or exclude cover. Read the entire **policy** carefully to determine **your** rights and duties, and what is and is not covered. **We** have no duty to provide cover unless there has been full compliance with the following **policy** general terms and conditions:

### Changes that You Must Tell Us About

If there is any change in **your** circumstances or if the information **you** have provided is no longer true, valid or up to date, **you** must tell the intermediary who arranged the policy for **you**, or **us**, as soon as is reasonably possible as this may affect **your policy** and **your** ability to claim under it. **You** must tell **us** immediately and confirm:

- if **you** sell a **vehicle**;
- if **you** purchase a new vehicle that **you** want to insure with **us**;
- if **you** want to add a new **household member** or **insured person** to the **policy**;
- of all accidents, claims or losses including fire, theft, vandalism and malicious damage in the last 3 years, involving **you** or an **insured person**, to any vehicle whether insured by **us** or not;
- of all motoring convictions in the last 5 years (or 3 years for fixed penalty offences) except where **you** have been convicted of a drink, drug or death related driving incident, where **you** should disclose all incidents in the last eleven years, involving **you** or an **insured person**;
- if **you** or an **insured person** have been convicted of, or received a police caution for, or charged with but not yet tried for, any non-motoring related offence other than those spent under the Rehabilitation of Offenders Act 1974;
- if **you** have had an insurer invoke cancellation, refuse to renew or agree to accept cover but only with special terms;
- if **you** have been declared bankrupt, had bankruptcy procedures taken against **you**, received a County Court judgment or entered into an arrangement with creditors;
- **you** have given **us** a true representation of **your** driving experience;
- if there is any modification to **your vehicle** from the manufacturer's standard specification (manufacturer options are classed as standard specification);
- if **you** have not provided **us** with true and accurate information for all persons who are named on the **policy**. This includes: dates of birth, type of licence, period licence held, period of residency in the **United Kingdom**;
- if the windscreen to any **vehicle** shows any sign of damage before the **policy** inception, or before the **vehicle** was added to the **policy** mid-term;
- if any **vehicle** is used for hire & reward;
- if any **vehicle** is not used for the use as defined on the **certificate**;
- if **you** are buying and selling cars for profit or trade;
- of all types of employment that **you** receive income from or are named as a Director

If **you** are in any doubt please contact **your** intermediary without delay.

Upon receipt of **your** notification of any change in circumstance, **we** may amend the terms of this **policy** and or charge an additional premium.

No change or modification of this **policy** shall be effective except when made by written **endorsement** signed by **us**.

### Concealment or Fraud

The entire **policy** will be void if, whether before or after a loss, **you** or an **insured person** or someone acting on **your** or an **insured person's** behalf has:

- a. intentionally concealed information or misrepresented any information that **we** have asked of **you**;
- b. engaged in fraudulent conduct; or
- c. made false statements relating to this insurance.

### Claims Database

Under the conditions of **your policy you** must tell **us** about any insurance related incidents whether or not they give rise to a claim. When **you** tell **us** about an incident **we** may pass information relating to it to a database. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at renewal to validate **your** claims history or that of any other **named insured person**.

On payment of a small fee **you** are entitled to receive a copy of the information **we** hold about **you**. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to:

#### The Data Protection Officer

Aqueduct Underwriting Limited  
One Whittington Avenue  
London EC3V 1LE

### Maintenance

**You** must ensure **your vehicle** is kept in a road worthy condition and take reasonable steps to protect any **insured vehicle** from loss or damage. If **your vehicle** requires an M.O.T and is the subject of a **total loss** claim, **we** will settle the claim based on the **market value** in the absence of such a document.

### Law

Unless some other law is agreed in writing between **you** and **us**, this **policy** will be governed by English law and practice and to the exclusive jurisdiction of the courts of England and Wales.

### Construction, Severability and Conformance to Statute

- a. If any provision contained in this **policy** is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this **policy**.
- b. If any provision contained in this **policy** is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
- c. Any provisions of this **policy** which are in conflict with the statutes or regulations of the state or country wherein this **policy** is issued are hereby amended to conform to such statutes or regulations.
- d. In this **policy**, any reference to an Act or Order is, unless the contrary intention applies, a reference to that enactment as amended, extended or applied to any other enactment.

### Rights of Third Parties

This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

### Several Liability Notice

The liability of an insurer under this **policy** is several and not joint with other insurers party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this **policy**.

The proportion of liability under this **policy** underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this **policy**.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by

all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this **policy**. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this **policy**" in the singular, where the circumstances so require this should be read as a reference to **policies** in the plural.

#### Cooling off period

If this cover does not meet **your** requirements, **you** may return this **policy** to **your** insurance intermediary within 14 days of the cover starting or the day on which **you** receive the **policy**, whichever is the later.

**We** will refund all premiums paid within 30 days from the date **we** received the notice of cancellation from **you**, except where a claim has been made by **you**. Please contact **your** intermediary to obtain this refund.

#### Your Cancellation

**You** may cancel this **policy** at any time by notifying **us** or **your** intermediary in writing and officially surrendering your **certificate**. The options available for the legal surrender of **your certificate** will depend on how **your** intermediary delivered the **certificate** to **you**.

If **your certificate** was delivered to **you** electronically, surrender equates to the need for **you** to either:

- return a printed copy of the **certificate** endorsed stating the **policy** is cancelled with the date and time the cancellation is effective with **your** signature; or
- send an email containing the same data as above from an email address that identifies it as having come from **you**.

If **your certificate** was not delivered electronically, surrender equates to the need for **you** to return one of the following:

- a printed copy of the **certificate**, endorsed by **you** to the effect that the **policy** is cancelled showing the date and time of the cancellation with **your** signature;

- an email containing the same data from an email address identifying it as having come from **you**;
- the original **certificate**; or
- a statutory declaration to the effect that the **certificate** has been lost or destroyed.

Cancellation cannot be backdated and will take effect from the date **we** receive the legal surrender of **your certificate**. The portion of **your** premium assigned to the European Motor Breakdown Assistance and the Motor Legal Expenses Cover will not be refunded. If **you** have not made a claim during the **policy period**, **we** will refund the proportion of any remaining premium **you** have paid calculated on a pro-rata basis for the outstanding **period of insurance**.

#### Our Cancellation

**We** may cancel this **policy** or any part of it at any time by giving **you** fourteen days notice in writing. This notice will be sent to **you** by recorded delivery to the last mailing address shown on the **schedule**. If **you** have not made a claim during the **policy period**, **we** will refund the proportion of any premium calculated on a pro-rata basis for the **period of insurance** left.

#### Payment of premium

**Your** premium must have been paid for in full before **we** make any payment under this **policy**. Following a **total loss** **we** will deduct any outstanding premium for the **period of insurance** from any payment payable to **you**.

#### Auto-renewal

**Your** policy will be automatically renewed at the end of the **policy period** unless **you** inform **us** or **we** inform **you** to the contrary.

If **your** intention is not to renew **your policy** **you** must advise **your** intermediary of **your** intention before the expiry of the **policy period** to avoid any premium becoming due to **us**.

#### Other Insurance

If a loss covered by this **policy** is also covered by other insurance, **our** cover will be secondary to any other insurance in force.

If **you** are a named driver on a **policy** that is insuring a vehicle **you** have borrowed, **our** cover will not apply.

### Losses Not Covered by this Policy

If, by law, **we** must make a payment that is not covered by the **policy**, **we** have the right to recover the payments from **you**.

### Transfer of rights

If **we** make a payment under this policy, **we** will assume any recovery rights **you**, or any **insured person** has in connection with the loss, to the extent of any payment **we** have made under this insurance **policy**. **You** or an **insured person** must provide **us** with all the information and assistance possible for **us** to achieve a settlement and must do nothing after a loss to prejudice such rights.

### Return Premiums & Additional Premiums

If **you** make any amendments to **your policy** and the resulting pro-rata additional or return premium is less than £50 **we** will not apply this amount and the return or additional premium due shall be nil.

### Fraud Prevention and Detection

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

- a. share information about **you** with other organisations and public bodies including the police;
- b. check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
  1. help make decisions about the provision and administration of insurance, credit and related services for **you** and **insured persons**.
  2. trace debtors or beneficiaries, recover debt, prevent fraud.
  3. check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity.
- c. undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **we** access or contribute to.

### Motor Insurance Database

**Your** insurance cover details will be added to the Motor Insurance Database, run by the Motor Insurers' Information Centre (MIIC). This has been set up to help identify uninsured drivers, and may be searched by the police to help confirm who is insured to drive. If there is an accident, the Database may be used by insurers, MIIC and the Motor Insurers' Bureau to identify relevant policy information. **You** can ask **us** for more information about this, or at [www.miic.org.uk](http://www.miic.org.uk). **You** should show this notice to anyone insured to drive a **vehicle** covered under this **policy**.

## 04 How to make a Claim

We want **your** claim to be settled swiftly and in full so that **you** may put the event leading to a claim behind **you** as soon as possible.

To make a claim for glass, European Motor Breakdown Assistance, Liability or Physical Damage, call **our** 24 hour, 7 days a week helpline:

**From within the UK: 0843 658 5376**

**From outside the UK: +44 1925 422 797**

**Your policy** details the terms, conditions and level of cover that applies. In the event of an incident that may give rise to a claim **you** must:

1. not admit liability;
2. report the incident to the police if **you** suspect that a crime has been committed and obtain a crime reference number;
3. take all reasonable measures to prevent or reduce the likelihood of further loss or damage;
4. provide **us**, via **your** insurance intermediary, with the information that **we** or they require.

If **you** are being held responsible for injury or damage **you** must send to **us** or **your** insurance intermediary all correspondence **you** receive immediately. **You** or an **insured named person** must not admit liability or make any promise of payment without **our** consent, otherwise **we** may not have to pay the claim.

If **your** claim is valid **we** will:

- arrange for the repatriation of **you** or the **insured person** and **your** or the **insured persons** passengers;
- where necessary recover the **insured vehicle** to a repairer of **your** choice or if **you** prefer to a repairer approved by **us**;
- where necessary arrange for a courtesy car following a covered loss;
- inspect, approve and authorise any repairs to the **insured vehicle**;
- clean the **insured vehicle** on completion of any repairs;
- where appropriate return the **insured vehicle** to **you**;
- collect any courtesy car from **you**;
- guarantee the repairs to the **insured vehicle** if carried out by an approved repairer for a period of 3 years.

Calls may be monitored or recorded.

### Motor Legal Expenses

Legal Expenses Services are provided by **LawShield**.

**LawShield** will aim to recover **your** uninsured losses, which may include the cost of repairing or replacing **your vehicle, your excess, injury compensation** and other out-of-pocket expenses.

### European Motor Breakdown Assistance

European Motor Breakdown Assistance is underwritten by **DAS** with services provided by **Call Assist**.

When reporting a claim **you** will be required to provide the following information:

- Policyholder's name and **policy** number.
- Registration number of the **insured vehicle**.
- Make, model and colour of the **insured vehicle**.
- Nature of the breakdown and location of the **insured vehicle**.

## 05 General Exclusions

The following exclusions apply to the whole of the **policy**. Any additional exclusions are shown in the sections to which they apply and/or on your schedule.

This insurance does not cover the following:

1. Any loss, damage or liability arising out of a deliberate act by **you** or an **insured person** or by anyone acting on **your** behalf.
2. Any loss, damage or liability arising directly or indirectly from biological or chemical contamination.
3. Any loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
4. Any loss, damage or liability caused directly or indirectly by war, acts of foreign enemies, hostilities (whether war is declared or not), invasion, civil war, rebellion, revolution, insurrection or military or usurped power or the destruction or seizure of any **insured vehicle** for a military purpose.
5. Any loss, damage or liability caused by the confiscation, destruction or seizure of property by any military, government or public authority.
 

Any loss, damage or liability arising from:

  - a. airport service vehicles;
  - b. vehicles being used on those parts of airport premises to which the public do not have free vehicular access.
6. Any reduction in value of any **insured vehicle**.
7. Any loss, damage or liability arising from participation in or instruction or preparation for any racing, rallies, trials, pace-making or speed testing in any prearranged or organised event (including but not by way of limitation the Gumball Rally or Cannonball Run) or any on track use (including but not by way of limitation, the Nürburgring)
8. Any person who uses an **insured vehicle** without the owner's permission.
9. Any loss, damage or liability arising from the use of any insured vehicle to carry property or people for a fee.
10. Any loss, damage or liability arising from the operation of any **insured vehicle** that has been hired, leased or loaned by **you** or any **insured person** for a fee to any other person. This exclusion does not apply to any courtesy vehicle provided to **you** whilst **your vehicle** is being repaired or whilst a claim is being settled or to any self drive hire vehicle covered under this **policy** as a temporary **insured vehicle**.
11. Any death or injury of any employee arising out of his or her employment by **you** or an **insured person** if cover for such person is provided under an employer's liability insurance policy that complies with current **United Kingdom** compulsory employer's liability legislation, or any similar legislation of any other applicable country within the **territorial limits**.
12. Any vehicle with less than four wheels unless agreed with **us** and noted in the **schedule**.
13. Any loss or damage caused by wear and tear, mechanical or electrical breakdown or any damage caused by a computer error or malfunction or an error in computer programming.
14. In respect to Third Party Liability Cover, any loss, damage or liability resulting from or in connection with any **act of terrorism** except in so far as necessary to comply with the United Kingdom Road Traffic Act.
15. Any claim where **you** or an **insured person** would be entitled to be paid under any other insurance if this **policy** did not exist, except for any amount in excess of the amount that would be covered under the other insurance.
16. Any bus, coach or vehicle with 10 or more seats including that of the driver.
17. Any waterborne vessel, aircraft, hovercraft or other vehicle not designed to run on land unless amphibious which is licenced to go on highways (but not including any waterborne exposure).
19. Any loss involving the ownership, operation, maintenance or use of any vehicle the principal use of which is:
  - a. the transportation of high explosives such as nitroglycerine, dynamite or any other similar explosive;
  - b. the bulk transportation of liquid petroleum or gasoline;
  - c. the transportation of gasses in liquid, compressed or gaseous forms.

## 06 Physical Damage Cover

Physical Damage cover only applies to **your policy** if shown in **your schedule**. Please check to ensure this cover has not been deleted by an **amendment of cover notice** or an **endorsement** detailed on **your schedule**.

### What is covered

Under this section, **we** will cover loss or physical damage to an **insured vehicle** occurring during the **period of insurance** anywhere within the **territorial limits**.

### What is not covered

- The **excess** applied to the **insured vehicle** which is the subject of the loss, unless the **insured vehicle** is a **total loss**. Please check for any specific driver **excess** amounts detailed on **your schedule**.
- Loss of use of the **insured vehicle**.

### How we will pay your claim

#### Amount of cover

**Your vehicle(s)** are insured for the amount shown in **your schedule** however, **you** agree that **we** may change this amount when the **policy** is renewed to reflect current costs and values.

Each **vehicle** listed in **your schedule** is insured for an **agreed value**, unless stated otherwise on **your schedule**. An **insured vehicle** not listed in **your schedule** is insured for its **market value**.

### Payment basis

#### Total loss

If an **insured vehicle** is declared a **total loss** **we** will pay **you** the **agreed value** unless **you** choose **new car replacement** or **market value** applies. If there is already damage to the **insured vehicle** from a previous incident, **you** agree **we** may reduce **our** payment by the amount it would cost to repair the previous damage.

An **insured vehicle** is considered stolen when it is stolen and not recovered within 30 days of its theft.

When **we** pay for a **total loss**, the salvage becomes **our** property.

If a stolen **insured vehicle** is recovered **we** will pay for any covered damage following the theft.

When **we** pay for a **total loss** **we** will deduct from the amount of cover any amount required to be paid to discharge any outstanding finance agreement associated with the **insured vehicle**.

#### Partial loss

If an **insured vehicle** is partially damaged, **we** will pay the amount required to repair or replace, whichever is the least, the damaged part without deduction for depreciation, up to the amount of cover for each **occurrence**. Subject to availability **we**, will replace the damaged part with the original manufacturers part.

**We** use a panel of expert repairers however, **you** may wish to use **your** own repairer of choice.

**We** must approve and authorise all repairs before any work commences otherwise **we** may not pay **your** entire claim.

## 07 Additional Covers

These covers are provided if Section 6, Physical Damage Cover applies to **your policy** and are in addition to the limits shown on **your schedule** unless stated otherwise. The **excess** applicable to the **insured vehicle** applies to these covers unless stated otherwise. Exclusions are described in Section 5.

### Audio and Electrical Equipment

In the event of a covered loss **we** will also cover the following for loss or damage if the cost of replacement is included in the **agreed value**. If it is not included in the **agreed value** there will be no cover for such equipment.

- a. The following equipment if permanently installed in or removable from a housing unit within the **vehicle** and designed to be operated only by the power of the **vehicle**:
  - radios, tape players, CD players & DVD players;
  - televisions;
  - global positioning systems or similar equipment including their accessories and antennas.
- b. Telephones if permanently installed in the **vehicle** and designed to be operated only by the power of the **vehicle**, including their accessories and antennas.

**Your excess** does not apply to this additional cover.

### Glass Cover

**We** provide window and sunroof glass replacement in the event of a covered loss to any listed **vehicle**.

A £100 **excess** applies to this additional cover. However, if the glass is repaired, the **excess** does not apply. A courtesy vehicle is not provided following a claim under this section of **your policy**.

### Lock Replacement

In the event of damage to locks on a **vehicle** or in the case of the theft or loss of keys, ignition card or lock transmitter of any **vehicle**, **we** will pay for the necessary replacement cost of:

- a. all external locks of the **vehicle**;
- b. the ignition/steering lock if this is operated by the same key; and
- c. the lock transmitter and/or central locking interface.

**Your excess** does not apply to this additional cover.

### Personal Effects

**We** will pay for **your** or a **household member's personal effects** in an **insured vehicle** that are lost or damaged due to an accident or to fire, theft or attempted theft during the **period of insurance** up to a total amount of £1,500.

**Your excess** does not apply to this additional cover.

### Pairs and Sets

If **your vehicle** is involved in a covered loss and **we** cannot match the upholstery, a replacement wheel or any other part of **your vehicle** that forms part of a pair or set we will pay up to £10,000 to replace the matching parts of the damaged item.

Any damaged or undamaged item will become **our** property.

### Psychiatric Cover

If as a direct result of a covered loss **you** or a **named insured person** is injured and unable to drive, **we** will pay up to £5,000 for psychiatric services as recommended by a qualified mental health professional when incurred within 1 year of the date of the covered loss. If **your policy** is cancelled **our** payments will cease the date **your policy** is cancelled.

**We** do not provide this additional cover if at the time of the covered loss **you** or a **named insured person** is **under the influence**.

### Courtesy Vehicle

If a **vehicle** cannot be used because of a covered loss **we** will provide **you** or a **named insured person** with a courtesy vehicle for the period of time that the **vehicle** is being repaired or until the theft or **total loss** claim is settled.

If the courtesy vehicle provided by the repairer is satisfactory to **you** and it is used whilst **your vehicle** is being repaired **we** will not apply **your excess** if it is £1,000 or less.

If the courtesy vehicle provided by the repairer is not satisfactory to **you** **we** will replace it with a courtesy vehicle which is similar to the **vehicle** subject to the claim. However, **your excess** will apply.

Any courtesy car will be provided for the period of time that the **vehicle** is being repaired or until the theft or **total loss** claim is settled.



The most **we** will pay under this additional cover for each accident is £4,000.

Provision of the courtesy vehicle will be subject to the terms and conditions of **our** approved replacement vehicle supplier and will be considered an **insured vehicle** for the time it is in **your** or a **named insured person's** possession.

**You** do not need to notify **us** if **you** or a **named insured person** are in possession of, or are using a courtesy vehicle.

#### Emergency Transportation/ Accommodation

If following a covered loss more than 50 miles from **your** or a **named insured persons** closest residence **you** or a **named insured person** incur emergency transportation costs, **we** will pay such costs up to a maximum of £500.

In addition, **we** will pay up to a maximum of £1,000 for accommodation and meals.

**Your excess** does not apply to this cover.

#### Medical Expenses

**We** will pay up to £500 each for necessary medical expenses for **you** or a **named insured person**, incurred as a result of an accident during the **period of insurance**. Such medical expenses must arise out of injury to **you** or a **named insured person** while he or she is occupying an **insured vehicle**. This additional cover also applies if **you** or a **named insured person** is struck by another motor vehicle or trailer.

The most **we** will pay for one **occurrence** is £3,000.

#### Emergency Treatment

**We** will reimburse **you** or a **named insured person** using an **insured vehicle** for payment made under the **United Kingdom** Road Traffic Act for emergency treatment incurred as a result of an accident during the **period of insurance**.

#### Inability to Drive Following Injury

If **you** or a **named insured person** are 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 £3,000 and for a maximum period of 12 months.

**Your** or a **named insured person's** inability to drive must be confirmed in writing to **us** by **your** or the **named insured persons** General Practitioner every 90 days from the date of the **occurrence**. **We** will not provide this cover if at the time the covered loss occurred **you** or a **named insured person** were **under the influence**.

#### Inability to Drive due to ill Health

If **you** or a **named insured person** has their driving licence revoked by the DVLA during the **period of insurance** as a result of being incapacitated due to ill-health, **we** will contribute towards **your** or a **named insured person's** alternative transportation costs, up to a maximum of £3,000 and for a maximum period of 12 months.

#### Foreign Use

**We** will cover **you** or a **named insured person** on a **vehicle** for trips to countries within the **territorial limits** commencing during the **period of insurance**. **We** must be notified if any trip is to exceed 90 days.

The **certificate** should provide evidence that the compulsory insurance laws within the **territorial limits** are complied with.

#### Child Car Seats

If **you** or a **named insured person** has a child car seat in an **insured vehicle** and the **insured vehicle** is involved in an accident during the **period of insurance** involving impact damage, **we** will replace the child car seat with a new one of equivalent quality even if the child car seat itself is not damaged.

The **vehicle excess** does not apply to this cover.

### Personal Registration Plate Cover

If **you** or a **named insured person's vehicle** has a personalised registration number and the **vehicle** is stolen during the **period of insurance** and not recovered, **we** will pay up to £5,000 for the loss of use of the personal registration plate. When **we** pay for this loss, the personal registration plate and its use becomes **our** property.

**You** may repurchase the personal registration plate from **us** when the DVLA re-issue the plate for no more than the settlement amount.

### Trailers

**We** will pay up to £5,000 during the **period of insurance** for theft or physical damage to a trailer or non-motorised Horsebox, which **you** or a **named insured person** own or are legally responsible for.

**Your excess** does not apply to this additional cover.

### Identity Fraud

**We** will cover **you** or a **named insured person** for the following reasonable and necessary expenses incurred as a direct result of an **identity fraud**:

- solicitor fees to defend a claim against **you** or a **named insured person** by financial institutions, to remove incorrect judgments, to challenge a consumer credit rating or to witness **your** or a **named insured person's** signature;
- the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;
- fees charged when **you** or a **named insured person** re-apply for a loan that was originally rejected;
- **your** or a **named insured person's** lost earnings because of time off work to talk to the police, financial institutions or credit agencies.

**We** do not cover **identity fraud** connected with **your** business, **your** profession or **your** occupation.

The most **we** will pay is £15,000 during the **policy period**.

### Disablement

If **you** or a **named insured person** are registered disabled as a result of a covered loss to a **vehicle** **we** will pay up to £10,000 towards the cost of any necessary relevant modifications to **your** or a **named insured person's vehicle**.

### Carjacking and Road Rage

**We** will pay for the reasonable costs, as agreed by **us**, shown below which are incurred by **you**, a **named insured person** or a chauffeur driving a **vehicle** with **your** permission as a result of any one carjacking **occurrence** within the **territorial limits**:

- up to £5,000 per person in respect of medical expenses incurred due to injuries sustained in a carjacking **occurrence** within 6 months of the carjacking **occurrence**;
- up to £5,000 per person in respect of psychiatric services as prescribed by a physician psychologist or other mental health professional as a result of a carjacking **occurrence** incurred within 6 months of the carjacking **occurrence**;
- up to £5,000 per person in respect of loss of income.

The maximum **we** will pay during the **period of insurance** for all carjacking and road rage expenses is £20,000.

### No Claims Discount Protection

This cover may apply to one or more of **your vehicles** if the additional premium for **no claims discount** protection has been paid and the cover is shown in **your schedule**. For a **vehicle** to be eligible for protected **no claims discount** it must already be subject to a maximum **no claims discount**. If a **vehicle** has **no claims discount** protection we will only reduce your no claims discount following a claim under **your policy** if **you** have more than 1 blame loss which in **our** opinion **you** are responsible for in a three year period. This additional cover is not a guarantee against a premium increase or decrease at renewal.

### Personal Accident Cover

We will pay **you** or a **named insured person**, or the applicable estate, £30,000 for bodily injury in the event that an accident during the **period of insurance** involving an **insured vehicle** is the sole cause of:

- death;
- total **loss of a limb**;
- **loss of sight** in one or both eyes; or
- a career ending injury if **you** or a **named insured person** is a professional sports person.

For the purpose of this cover a career ending injury means irrecoverable disablement which permanently and totally incapacitates a **named insured person** for a continuous period of 12 months, and the **named insured person** is medically determined to have no likely hope of improvement sufficient to participate in their sport ever again.

We do not provide this additional cover if the accident is caused directly or indirectly whilst **you** or a **named insured person** is **under the influence**.

### Road Fund Licence

If following a covered loss **you** or a **named insured person's vehicle** is declared a **total loss** we will pay for the unexpired portion of the road fund licence unable to be recovered from the licencing authorities.

### Multiple Vehicle Excess

If a **vehicle** is involved in an accident with another **vehicle** **you** will only pay the higher of the **vehicle excesses** once.

### Motor Trade, Valet Services and Chauffeurs

If a **vehicle** is involved in an accident whilst being driven by an individual involved in the motor trade, an individual providing a valet service or a chauffeur not listed as a **named insured person**, we will not apply the **vehicle excess**

### Driving other cars

If over the age of 25, **you** or a **named insured person** will be covered under Sections 6,7,8,9 and 10 of this **policy** whilst driving another vehicle unless stated otherwise or an exclusion applies.

This additional cover only applies if the vehicle concerned:

- is not owned by **you** or a **named insured person**;
- is not available for the regular use of **you** or a **named insured person**;
- is registered with the DVLA and is being driven in the **United Kingdom**;
- is not being hired by any person other than **you**; and
- is not listed in **your schedule**.

If **you** or a **named insured person** is under the age of 25, only Sections 8, 9 and 10 of **your policy** will apply whilst driving another vehicle.

This additional cover is secondary to any other insurance that may apply at the time of a loss.

### Uninsured Drivers

If an **insured vehicle** suffers loss or damage caused by an uninsured driver or a third party that is untraceable we will not reduce **your no claims discount** provided **you** have made all reasonable attempts to obtain the third party's details and we reasonably consider the accident not to be **your** or an **insured persons** fault.

In addition, we will not apply the **vehicle excess** if a **named insured person** is involved in a non fault accident with an uninsured third party.

## 08 Liability

Your most recent **schedule** will show if third party liability cover applies to **your vehicles**. A **certificate** will have been issued for each **vehicle** that has third party liability cover and the **certificate** should be kept in **your vehicle**.

This section provides **you** and an **insured person** with third party liability cover as detailed below and applies whilst driving an **insured vehicle** anywhere in the **territorial limits**.

The defined terms, general terms and conditions and the general exclusions all apply to this section.

### What is covered

This **policy** provides **you** and an **insured person** with legal liability cover to compensate others for injury, death or damage to third party property (including the loss of use of damaged property) arising from the use of an **insured vehicle** (including a trailer or caravan whilst attached to an **insured vehicle**) during the **period of insurance**.

### Amount of cover

The most **we** will pay for third party property damage is £20,000,000 for any one **occurrence**.

The amount **we** will pay for injury or death of a third party, or injury or death of a passenger travelling in an **insured vehicle** is unlimited.

### Defence cover

**We** will defend **you** or an **insured person** against any legal action seeking damages for property damage or bodily injury. **We** will provide this defence with counsel of **our** choice and at **our** own expense, even if the legal action is groundless, false or fraudulent. **We** may negotiate, investigate and settle any such claim or suit at **our** discretion.

## 09 Motor Legal Expenses Cover

This section of **your policy** provides a **named insured person** with motor legal expenses cover whilst driving an **insured vehicle** within the **territorial limits**.

Motor legal expenses cover is arranged by **LawShield** with UK General Insurance Limited on behalf of: Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. Registered No: FC008998. UK General Insurance Limited and LawShield UK Ltd are authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by visiting the FCA's Website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting them on 0845 606 1234. Inter Partner Assistance is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium and part of the worldwide AXA Group. IPA SA is authorised by the l'Autorité des Services et Marchés Financiers in Belgium (their regulatory arm) and regulated by the Financial Conduct Authority here in the UK. Their FCA Register number is 202664. Their regulative activities are miscellaneous Financial Loss, Legal Expenses and Assistance.

The General Terms, General Conditions and General Exclusions all apply to this section.

### SPECIAL DEFINITIONS APPLYING TO THIS SECTION

**Arbitration Limit** Where the sum in issue in the claim is less than £5,000.

**Insured incident** Any accident occurring within the **territorial limits** and where there are reasonable prospects of recovering sustained losses from an identifiable party.

**Legal costs and expenses** Fees, costs and disbursements reasonably incurred by **LawShield**, any claims adjuster, solicitor, or other appropriately qualified person appointed to act for the **named insured person** with **LawShield's** consent chargeable on the standard basis, or in accordance with the Predictable Costs scheme if appropriate. The costs of any civil proceedings incurred by an opponent for which the **named insured person** may be liable by order of a court or by agreement with the consent of **LawShield**. The Predictable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the

value of £10,000. The rules set out how legal fees are calculated for these cases, where solicitors costs are payable by **LawShield**, these will be on the standard basis as defined by the Civil Procedure Rules and would be limited to £125.00 per hour solicitors time, and £12.50 for each letter sent out.

**Claims adjuster** Any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by **LawShield** to act for the **named insured person**.

**Solicitor** The solicitor, firm of solicitors or other appropriately qualified person, firm or company appointed to act for the **named insured person**.

**Underwriters** UK General Insurance Limited on behalf of Inter Partner Assistance SA.

### What is Covered

**LawShield** will cover the **legal costs and expenses** of pursuing civil claims arising from an **insured incident** relating to the use of an **insured vehicle** or any other vehicle attached and being towed by the **insured vehicle**.

### How much Underwriters will Pay

The maximum amount **underwriters** will pay in respect of all claims arising from the same **insured incident** is £100,000.

Motor Legal Expenses Cover with **LawShield** has been arranged for **you**. **LawShield** service this part of **your policy** on behalf of the **underwriters**. **We** cannot accept any responsibility for the availability, standard of service or any consequences from the use of these services.

### Special Exclusions Applying to this Section

In addition to the **policy** general exclusions the following additional exclusions apply to this part of **your policy**.

**LawShield** will not be liable for:

- **legal costs and expenses** incurred prior to **LawShield's** acceptance of a claim;
- claims arising from any deliberate, criminal act or omission by the **named insured person**;
- **legal costs and expenses**, fines or other penalties which the **named insured person** is ordered to pay by a Court of Criminal Justice;
- incidents involving an **insured vehicle** owned or driven by the **named insured person**, where the **named insured person** was not in possession of a valid driving licence or the **insured vehicle** was not covered by a valid test certificate where appropriate or was not in a road-worthy condition;
- motor vehicles used by or on behalf of the **named insured person** for racing, rallies, competitions or trials of any kind;
- claims arising from the **insured vehicle** not being used in accordance with the terms and conditions of **your policy**.

**LawShield** will be under no liability to pay for avoidable correspondence, nor for absence from work compensation or for travelling expenses or sustenance allowances of the **named insured person** (except to the extent that the **named insured person** may be specifically covered under the other sections of the **policy**). Nor for the **legal costs and expenses** incurred by the **named insured person** beyond those for which **LawShield** have given their approval in accordance with the terms and conditions of this **policy**.

**LawShield** will be under no liability where the **named insured person** holds cover under any other policy to the extent that **LawShield** are or would but for this **policy** be, by the terms of such other policy, liable to compensate the **named insured person** in respect of the subject matter of Insurance.

**LawShield** will not be liable for the **legal costs and expenses** of pursuing an action arising from an incident that occurs within the **territorial limits** under the jurisdiction of any court other than the courts in the **territorial limits**, save that **LawShield** will be responsible for reasonable costs incurred with their prior approval in enforcing or attempting to enforce a judgment obtained from a court within the **territorial limits** against a defendant resident elsewhere.

**LawShield** will not be liable for **legal costs and expenses** in respect of accidents occurring during trips to foreign countries within the **territorial limits** commencing during the **period of insurance**, when the period of any such trip to these countries is intended to exceed 90 days, unless **LawShield** has agreed to extend coverage under the **policy** to apply to such trip.

### Special Conditions Applying to this Section

Compliance by the **named insured person** with the following provisions and with each and all of the terms in the **policy** shall be a condition of this insurance.

**Legal costs and expenses** payable are in no way affected by an agreement, undertaking, promise made or given by the **named insured person** to the solicitor.

The insurance under this section does not cover an appeal unless **LawShield** are notified in writing by the **named insured person** not later than six working days before the time for making an appeal expires and **LawShield** consider that there are reasonable prospects of such an appeal succeeding.

Where indemnity is requested and granted to any person mentioned in the **schedule**, then the terms and conditions and exclusions of this section apply equally to such persons as they do to the **named insured person**.

The insurance under this section may be cancelled at any time in writing by sending fourteen days notice by recorded delivery to **you**.

### Claims Notification

Where the **named insured person** presents a claim under this section of the insurance they must submit to **LawShield** a complete and truthful report of the facts of the matter which is the subject of the claim indicating any potential witnesses and any documentary or other evidence of which he or she is aware. The **named insured person** must ensure that **LawShield** are advised of the claim within 180 days of the **occurrence** of the incident.

### Prospects of Success

If at any stage **LawShield** decide that **your** prospects of success are not sufficient and/or an alternative course of action is appropriate and/or under the terms of the **policy** the claim is not admissible then **LawShield** will inform you in writing of their decision and the reason behind their decision. Having informed **you** of this and subject to the **policy** conditions **LawShield** will not be bound to pay any **legal costs and expenses** and may discontinue indemnity.

### Representation

1. **LawShield** has the right through adjusters or solicitors to take over and conduct in the name of the **insured person** the pursuit or settlement of any claims.
2. **LawShield** will have complete control over the conduct of legal proceedings. **LawShield** will nominate and appoint **solicitors** to act on behalf of the **named insured person** and to conduct in the name of the **named insured person** the prosecution, defence or settlement of any claim accepted under the terms of the **policy**. The **named insured person** does not have to accept the **solicitor** nominated by **LawShield**. If the **named insured person** is unable to agree a suitable **solicitor** with **LawShield** the **named insured person's** choice of **solicitor** may be referred to arbitration in accordance with the terms and conditions of the policy. In any event the **named insured person** must notify **LawShield** in writing of the full name and address of a **solicitor** who they wish to act for them. In the event of a dispute as to choice of **solicitor** pending arbitration, **LawShield** will nominate a **solicitor** to act on the **named insured person's** behalf to safeguard his or her interests. In the event that **LawShield** is the insurers of two or more parties in respect of one claim the **named insured person** may nominate **solicitors** of their own choice whose name and address should be submitted to **LawShield** prior to any **legal costs and expenses** being incurred.
3. In selecting their **solicitor** the **named insured person** will have regard to the common law duty to minimise the cost of any legal proceedings.
4. Prior to **LawShield's** acceptance of the **named insured person's** nomination of a **solicitor**, or if the **named insured person** fails to nominate a **solicitor**, **LawShield** will be entitled, but not bound, to instruct a **solicitor** on behalf of the **named insured person** if they consider this necessary to safeguard the **named insured person's** immediate interests.

5. In the event that the amount in issue does not exceed the **arbitration limit**, advice and assistance will be provided but representation at a court or tribunal is at the absolute discretion of **LawShield**. **We** may also attempt a negotiated settlement or take advantage of alternative resolution facilities.

### Claims Procedure

1. **LawShield** will, with the prior consent of the **named insured person**, make its own investigation into the case and may, subject to the final approval of the **named insured person** (such prior consent or final approval not to be unreasonably withheld), attempt to reach a settlement.
2. Where the uninsured loss does not exceed the current level of the Small Claims Court and is not in respect of a claim for damages for personal injury, **LawShield** may investigate the circumstances of the claim and attempt to obtain settlement with the prior consent of the **named insured person** (such prior consent not to be unreasonably withheld). **LawShield** will not be liable to provide representation on behalf of the **named insured person** at any court proceedings where the amount involved in respect of the uninsured loss does not exceed the current level of the Small Claims Court.

Notwithstanding the above, **LawShield** reserves the right to provide representation in the Small Claims Court if **LawShield** considers that it is appropriate in all the circumstances of the case for there to be such representation.

3. **LawShield** will have direct access to the **solicitor** at all times and the **named insured person** will co-operate fully with **LawShield** in all respects and will keep **LawShield** fully and continually informed of all material developments in the legal representation of proceedings. At **LawShield's** request the **named insured person** shall instruct the **solicitor** to produce to **LawShield** any documents, information or advice in their possession and further shall give them such other instructions in relation to the conduct of their claim as **LawShield** may require.
4. **LawShield's** written consent must be obtained prior to:
  - a. the instruction of Counsel to appear before a Court (or tribunal) before which a solicitor has a right of audience;
  - b. the instruction of Queen's Counsel;
  - c. the incurring of unusual expert's fees or unusual disbursements;
  - d. the making of an appeal.
5. **Legal costs and expenses** payable are to be in no way affected

- by any agreement, undertaking or promise made or given by the **named insured person** to the **solicitor** or by either of them to any witness expert or agent.
6. The **named insured person** must co-operate fully with the appointed adjusters or **solicitors**.
  7. The **solicitor** or **named insured person** will inform **LawShield** immediately in writing of any offer or payment into Court made with a view to settling the claim.
  8. No agreement to settle on the basis of both sides paying their own costs is to be made without **LawShield's** approval.
  9. If any offer or payment into Court is not accepted by the **named insured person** but the amount thereof is equal to or in excess of the total damage eventually recovered by them, **LawShield** will have no liability in respect of any further **legal costs and expenses** or opponent's civil costs unless upon being notified of the offer of payment into Court **LawShield** agree to the continuance of the proceedings (such agreement not to be unreasonably withheld) and **LawShield** has the right to require the **named insured person**, at **LawShield's** request, to instruct his or her **solicitor** to obtain Counsel's opinion on the merits of the claim or defence thereto or on an offer or payment into court made by an opponent or proposed by the **named insured person** or whether there are reasonable grounds for continuing the proceedings prior to granting or refusing such Agreement.
  10. At **LawShield's** request the **named insured person** will require the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
  11. If for any reason the **solicitor** refuses to continue to act for the **named insured person** or if the **named insured person** withdraws his or her claim from the **solicitor**, **LawShield's** liability will cease forthwith unless they agree to the appointment of an alternative **solicitor** to continue with the claim pursuant to the procedure contained in the terms and conditions of the **policy**, but **LawShield** will have no liability to meet the additional **legal costs and expenses** arising solely as a result of the appointment of a new solicitor.
  12. If the **named insured person** unreasonably withdraws from a

claim without the prior agreement of **LawShield**, then the **legal costs and expenses** will become the responsibility of the **named insured person** and **LawShield** will be entitled to be reimbursed by the **named insured person** for any costs paid or incurred during the course of the claim including any **legal costs and expenses** **LawShield** consider they are obliged to pay as a result of the **named insured person** withdrawing from the claim.

### Recovery

The **named insured person** claiming under this section will take or have taken on their behalf every available step to recover from their opponents **legal costs and expenses** payable under the **policy** and such **legal costs and expenses** must be paid to **LawShield**.

### Arbitration

If any differences shall arise between **LawShield** and the **insured person** as to the presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings, then at their written request such difference shall be decided by Counsel or a **solicitor** chosen jointly by **LawShield** and the **insured person** and, in the absence of agreement, to be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their differences to Counsel or the solicitor as he or she shall require and his decision shall be final and binding upon them. All costs of resolving the differences shall be met in full by the party against whom the decision is made, or as may be determined by the arbitrator.



# 10 European Motor Breakdown Assistance

This European Motor Breakdown Assistance Cover is underwritten by **DAS** and the service is provided by **Call Assist**.

This section of **your policy** provides roadside assistance, vehicle recovery, home assist, overnight accommodation, alternative travel, European assistance, and message relay as detailed below for any **eligible vehicle** within the **territorial limits**.

The General Terms, General Conditions and General Exclusions all apply to this section of the **policy**.

## What is Covered

**We** will cover up to six **breakdowns** during the **period of insurance** where an **insured person(s)** is travelling in an **eligible vehicle** or another person is driving **your insured vehicle** with **your** permission at the time of the **breakdown**. The most **we** will pay during the **period of insurance** for this section of the **policy** is £15,000. **We** agree to provide the assistance services in this section of the **policy** keeping to the terms, conditions and exclusions as long as the **breakdown** happens during the **period of insurance** and within the **territorial limits**. After **we** have dealt with **your** sixth **breakdown**, this section of **your policy** becomes void. In such circumstances, or if the service **you** require is not provided for under the terms of this section of the **policy**, **we** will try if **you** wish to arrange it at **your** expense. The terms of any such assistance are a matter between **you** and **Call Assist**.

## Special Definitions Applying to this Section

<b>Breakdown</b>	An electrical or mechanical failure, accident, vandalism, fire, theft or attempted theft, flat battery, ignition key breakage or loss, accidental damage to tyres, running out of fuel or putting the wrong fuel in your vehicle, occurring during the <b>period of insurance</b> which immediately renders the <b>eligible vehicle</b> immobile.
<b>Eligible Vehicle</b>	The car, motorcycle, van, horsebox, or campervan in which an <b>insured person</b> is travelling at the time of the <b>breakdown</b> , or any car, motorcycle, van, horsebox, or campervan which is listed as an <b>insured vehicle</b> on the <b>certificate</b> which displays UK registration plates and is ordinarily kept in the UK.
<b>Insured person(s)</b>	<b>You</b> or any driver who is named on the <b>certificate</b> .
<b>Recovery Operator</b>	The independent technician <b>we</b> appoint to attend the <b>breakdown</b> .
<b>Territorial limit</b>	The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).
<b>We, us, our</b>	In respect of this section of <b>your policy</b> , <b>Call Assist</b> and/or <b>DAS</b> .

## Services Provided

1 Roadside Assistance	We will pay the callout charge and up to one hour's labour costs for a <b>recovery operator</b> to attend the scene of the <b>breakdown</b> , and where possible, carry out emergency repairs.
2 Vehicle Recovery	If the <b>eligible vehicle</b> cannot be repaired within one hour at the scene of the <b>breakdown</b> , <b>we</b> will pay for the cost of transporting the <b>eligible vehicle</b> , the driver and up to 7 passengers to a suitable repairer, <b>your</b> home address, or the <b>insured person's</b> original destination.
3 Home Assist	We will send help to <b>your</b> home address in the event of a <b>breakdown</b> .  If, in the opinion of the <b>recovery operator</b> , they are unable to repair the <b>eligible vehicle</b> at the roadside, <b>we</b> will arrange and pay for the <b>eligible vehicle</b> and the driver to be transported to the nearest garage which is able to undertake the repair.
4 Overnight Accommodation	If <b>we</b> decide to provide overnight accommodation <b>we</b> will pay up to £100 per person for one night for the driver and up to 7 passengers.  <b>You</b> must pay the hotel bill, but <b>we</b> will pay <b>you</b> back on receipt of the relevant bill(s) subject to the £800 limit.
5 Alternative Travel	If the <b>eligible vehicle</b> is taken to the nearest garage able to undertake the repair and the repair cannot be completed within the same working day, <b>we</b> will pay up to £250.00 towards the cost of alternative transport or car hire. <b>We</b> will also pay the cost of a single standard rail ticket for one person to return and collect the <b>eligible vehicle</b> . This service can only be used to complete a journey whilst the <b>eligible vehicle</b> is being repaired a minimum of 25 miles away from <b>your</b> home address.
6 European Assistance	This section applies to any <b>breakdown</b> occurring outside the UK.  <b>We</b> will pay the callout charge and up to one hour's labour costs for a <b>recovery operator</b> to attend the scene of the <b>breakdown</b> and either carry out emergency repairs or transport the <b>eligible vehicle</b> , the driver, and up to 7 passengers to the nearest garage able to undertake the repair.  If the <b>eligible vehicle</b> cannot be repaired within 48 hours or by <b>your</b> intended departure, whichever is the later, <b>we</b> will arrange for the <b>eligible vehicle</b> , the driver and up to 7 passengers to be transported to <b>your</b> home address. During this period <b>we</b> will reimburse the costs of alternative accommodation and alternative transport up to the value of £750 when <b>we</b> have received a valid receipt. Payment will be made in accordance with the exchange rate on the date of the claim.  Due to local regulations and customs, the <b>insured person</b> may be required to provide copies of their driver's licence and the V5C registration document for the <b>eligible vehicle</b> . <b>You</b> will be held liable for any costs incurred if copies of the <b>insured person's</b> driver's licence or V5C registration document are not immediately available.  Due to differing national standards and infrastructures abroad assistance may take longer in arriving. <b>We</b> will not be held liable for any delays encountered. In the event of a <b>breakdown</b> occurring on a continental motorway or major public road, <b>we</b> are sometimes unable to assist and <b>you</b> will often need to obtain assistance via the SOS phones. The local services will tow the <b>eligible vehicle</b> to a place of safety and <b>you</b> will be required to pay for the service immediately. <b>You</b> can then contact <b>us</b> for further assistance. <b>We</b> will pay a maximum of £200.00 towards reimbursement of these costs when <b>we</b> have received a valid receipt. Payment will be made in accordance with the exchange rate on the date of the claim.
7 Message Relay	When <b>you</b> claim for any <b>breakdown</b> <b>we</b> will forward a message to a member of <b>your</b> family, friend or work colleague if <b>you</b> would like this.

### When We Cannot Help

**Our** approved agents cannot work on **your vehicle** if it is unattended. Please do not arrange assistance before **we** have agreed. If **you** do, **we** will not pay the costs involved.

### Special Exclusions

#### The breakdown of the eligible vehicle

- If it has knowingly been driven in an unsafe unroadworthy condition
- Which occurs while the **eligible vehicle** is being used for motor racing, trials, rallying, pace-making or speed testing or for hire or reward
- If it exceeds 3,500 kg gross vehicle weight, 5.18 metres long, 1.905 metres wide, or 2.44 metres high
- If it cannot be reached due to sand, mud, snow, or flood
- Where **we** have provided assistance for any symptoms related to a claim which has been made within the last 28 days, unless the **eligible vehicle** has been fully repaired at a suitable garage, declared fit to drive by the **recovery operator** or is in transit to a pre-booked appointment at a suitable garage.

#### The cost of

- Any **vehicle** storage charges incurred when **you** are using **our** services
- Removing contaminated fuel, supplying replacement parts, fluids or fuel or any other materials used in repairing **your vehicle**
- Any other repairs except those at the scene of the **breakdown**
- Replacing broken windows or keys
- Parking charges or fines
- Anything which **you** would have incurred had no claim arisen
- Any charges arising from an **insured person's** failure to comply with **our** instructions or **our** approved agents' instructions in respect of the assistance being provided
- Any costs incurred before **you** have notified **us** of the **breakdown**
- Any vehicle which cannot be recovered by a standard trailer or transporter
- The recovery of a caravan or trailer on tow which exceeds 7 metres/23 feet in length (not including the length of the A frame or hitch)

### Special Conditions Applying to this Section

An **insured person** must keep to the terms and conditions of this section of the **policy**.

At all times during the **period of insurance**, the **eligible vehicle** must be maintained in a roadworthy condition and regularly serviced.

**We** can cancel this section of the **policy** at any time and **we** will always do so after **we** have dealt with **your** sixth claim in the **period of insurance**.

An **insured person** must be present with the **vehicle** when the **recovery operator** arrives.

**We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.

The transportation of any animal or livestock is undertaken solely at **our** discretion and **we** accept no liability for the safety or welfare of any animal or livestock during its transportation.

This **policy** does not cover any damage to the **eligible vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. **We** will not pay for any losses that are not directly covered by the terms and conditions of this **policy**. For example, **we** will not pay for **you** to collect the **eligible vehicle** from a repairer or for any time that has to be taken off work because of a **breakdown**.

If the **eligible vehicle** is beyond economical repair **we** have the option to offer the **market value** of the **eligible vehicle** to **you** and pay for alternative transport home.









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client

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