AVIVA PRIVATE CLIENTS

Complete Motor

Insurance Policy

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About your policy

This policy wording details the protection we provide.

Defined terms used in this section

Certificate of Motor Insurance
endorsement
insured vehicle
named driver
occurrence
period of insurance
policy
schedule
United Kingdom
we/us/our
you/your

See **Definitions**

The contract between us

The contract of insurance between you and us consists of the following elements:

- your policy booklet(s);
- information contained on your statement of fact document as issued by us;
- your schedule (including any endorsements shown on it);
- your Certificate of Motor Insurance;
- changes to your policy in notices we give you at renewal;
- information under the heading "Important Information" which we give you when you take out or renew your policy

In deciding to accept this policy, and in setting the terms and premium, we have relied on the information which you have provided to us. So please make sure it is accurate, complete and kept up to date.

In particular, please read **Information you have given us** and **Changes we need to know about**.

We will, in consideration of the payment of the premium, insure you, subject to the terms and conditions of this policy, against the events:

- set out in those sections that are operative; and
- which happen during the period of insurance.

Renewing this policy

We will write to you in advance of your renewal date with our offer to renew, or to give you plenty of time to make other arrangements if we are unable to renew your insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next policy period which, unless you have advised us otherwise, will automatically proceed if you continue to pay your premium. Where we have agreed to collect this premium automatically we will continue to do so unless you tell us differently. If you do not wish to renew your insurance please contact your insurance advisor before the renewal date of your policy.

If you wish to make any changes at renewal, please contact your adviser.

At renewal, a 14 day cooling off period applies which starts from the renewal of the contract or the day on which you receive your renewal documentation, whichever is the later.

Please read **The right to cancel** section of this wording which explains how this works.

Reading this policy

Please read this policy carefully and make sure that it meets your needs. If you require clarification, you should contact your insurance adviser who arranged this policy.If you wish to increase or add elements of cover to this policy, you should also contact your insurance adviser.

Please keep this policy in a safe place – you may need to refer to it if you have to make a claim.

Defined terms

Certain terms, including 'you' and 'we', have special meanings in this document. You can find them listed in **Definitions**. You can also find a list at the start of each section, showing the defined terms in that section.

Accessibility

Please ask your insurance adviser who arranged this policy if you need accessible versions of this policy and its associated documents. We can provide them in Braille, audio or large print.

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Alerting you to important information

Action alerts: these yellow boxes draw your attention to important actions you need to take, either to maintain your cover or in the event of a claim.

Attention alerts: these cashmere boxes draw your attention to terms which limit your cover.

Personal information

If you have any questions about how your Personal Information is used or how to exercise your rights, please contact:

- for **Your vehicle damage** and **Your liability**: email **dataprt@aviva.com** or write to The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR; and
- for **Your breakdown solutions**: email **dataprotection@arag.co.uk**
- for **Your motor legal expenses**: **dataprotection@lawshield.co.uk**.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice in the Important Information document provided by us.

For the privacy notice in relation to **Your breakdown solutions**, go to: **https://www.arag.co.uk/data-legal/privacy-notice/**

For the privacy notice in relation to **Your motor legal expenses cover**, go to **https://www.lawshield.co.uk/privacy**

The right to cancel

Your right to cancel – During the cooling-off period

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract, or the day on which you receive the policy or renewal documentation, whichever is the later.

If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to cancel and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, less a proportionate deduction for the time we have provided cover. You will not receive a refund of the premium if we have paid a claim during the cooling-off period.

To cancel, please contact your insurance adviser.

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

Your right to cancel – After the cooling-off period

Following the expiry of your 14-day statutory cooling off period you continue to have the right to cancel this policy at any time during its term. If you do so, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover. You will not receive a refund of the premium if we have paid a claim during the period of insurance. To cancel, please contact your insurance adviser at the address shown on your schedule.

Our right to cancel

We may cancel this policy where there is a valid reason for doing so, by sending at least seven days' written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- non payment of premium. If premiums are not paid when due we will write to you requesting payment by a specific date. If we receive payment by the date set out in the letter we will take no further action. If we do not receive payment by this date we will cancel the policy from the cancellation date shown on the letter
- where we reasonably suspect fraud where the persons insured fail to co-operate with us or provide us with information or documentation we reasonably require, and this affects our ability to process a claim or defend our interests. See the 'How to claim' section of the **General conditions** in this policy booklet
- where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See 'The Information you have given us and changes we need to know about' section of this policy booklet and the separate 'Important Information' notices supplied.

If you are struggling to pay your premiums due to financial difficulty its vital that you contact your insurance advisor right away. We can provide flexible payment terms for customers in financial distress and who pay by Direct debit, as well as offering installment facilities for customers who pay annually.

If we cancel the policy under this section you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover, unless the reason for cancellation is fraud and/or we are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Important note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where our investigations provide evidence of fraud or a serious non-disclosure we may cancel the policy immediately and backdate the cancellation to the date of the fraud or when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

This policy comprises of different sections, with cover provided by different insurers.

Information about us

Aviva Insurance Limited provides cover under **Your vehicle damage** and **Your liability**. Registered in Scotland, No. SC002116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

ARAG Legal Expenses Insurance Company Limited provides cover under **Your breakdown solutions**. ARAG plc (or appointed agents on its behalf) is authorised to provide cover under **Your breakdown solutions** on behalf of ARAG Legal Expenses Insurance Company Limited.

- **ARAG 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. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.
- **ARAG plc** is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 452369).Registered office is Unit 4a, Greenway Court, Bedwas, Caerphilly, Wales, CF83 8DW. Registered in England and Wales No. 02585818.

ALLIANZ INSURANCE plc (trading as Allianz Legal Protection) provides cover under **Your motor legal expenses**. Lawshield UK Ltd administers **Your motor legal expenses** on behalf of ALLIANZ INSURANCE plc (trading as Allianz Legal Protection).

- **ALLIANZ INSURANCE plc (trading as Allianz Legal Protection)** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference No.121849. Registered office is at 57 Ladymead, Guildford, Surrey GU1 1DB. Registered in England and Wales under number 00084638.
- **Lawshield UK Ltd** is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 306793). Registered office is Lawshield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, WA1 1RL. Registered in England No. 3360532.

You can check this information on the Financial Conduct Authority's website at **www.fca.org.uk**, which includes a register of all the firms they regulate, or by calling the FCA on 0800 111 6768.

Insurance guarantee schemes

Where Aviva Insurance Limited and/or ARAG Legal Expenses Insurance Company Limited and/or ALLIANZ INSURANCE plc (trading as Allianz Legal Protection) is your insurer

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation form this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website at **www.fscs.org.uk**

Other legal matters

Third party rights

No third party will be able to enforce any rights under this policy.

Law

The law of England and Wales will apply to this policy unless:

- it is specifically agreed between us and you to the contrary; or
- at the date of the start of the policy you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Jurisdiction

Unless otherwise agreed between us and you, this policy is subject to the exclusive jurisdiction of the courts of England and Wales.

Under **Your motor legal expenses** this clause is subject to the clauses entitled **Arbitration - proceedings** and **Arbitration - claims**.

Language

The parties agree that the language of this policy and all communications relating to it will be in English.

Currency

All monetary amounts stated in this policy are expressed in Pounds Sterling.

Sanctions and export controls

We shall not provide any benefit under this contract of insurance:

- to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any United Kingdom, European Union, United States of America or United Nations sanction, prohibition or restriction imposed by law or regulation; or
- which relates to the supply or movement from one country to any embargoed territory listed by the United Kingdom, European Union, United States of America or United Nations of controlled goods, military goods or dual use goods, including rifles, shotguns and antique fire arms.

Information you have given us

Take care to give us the right information

When we ask you any questions or ask for information, you must take care to provide accurate and complete information.

This is because in deciding to accept this policy, and in setting the terms including the premium, we have relied upon the information which you have provided to us.

What if you give incorrect information?

If you were careless

If we establish that you carelessly provided us with untrue or misleading information, we will have the following rights:

1 If we would not have provided you with cover, we can treat this policy as if it never existed, refuse to pay any claims and return the premium you have paid.

2 If we would have provided you with cover on different terms, we can treat this policy as if it had been entered into on different terms from those agreed.

3 We can reduce the amount we pay on any claim in the proportion that the premium you have paid bears to the premium we would have charged you, if we would have charged you more.

We will notify you in writing if any of these options apply. It is possible that 2 and 3 may both apply.

Where either applies, we will give you notice that we will treat this policy and any future claim in accordance with 2 and/or 3, in which case you may then give us notice that you are terminating this policy in accordance with **Your right to cancel**.

If you were deliberate or reckless

If we establish that you deliberately or recklessly provided us with untrue or misleading information we will have the right to:

- treat this policy as if it never existed; and
- decline all claims; and
- keep the premium.

Fraud

If you, or anyone acting for you, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device:

1 we will not be liable to pay the claim; and

2 we may recover from you any sums paid by us to you in respect of the claim; and

3 we may by notice to you treat this policy as having been terminated with effect from the time of the fraudulent act.

If we exercise our right under 3:

we shall not be liable to you in respect of a relevant event which happens after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and

- We need not return any of the premium paid.

You must tell us as soon as practicably possible of any change in the information you have provided to us which happens before or during any period of insurance.

What to tell us about

Examples of changes you must tell us about include the following.

Disposal of and changes to the insured vehicle

Tell us:

- if you or a household member sells or disposes of any insured vehicle;
- if you or a household member changes a registration number of an insured vehicle; or
- if you or a household member makes any modifications which increases the performance or value of any insured vehicle

that is specified in the schedule and/or the Certificate of Motor Insurance.

Changes to how the insured vehicle is used

Tell us:

- if you or a household member starts to use any insured vehicle that is specified in the schedule and/or the Certificate of Motor Insurance for a different purpose (such as using an insured vehicle to carry out any full or part-time occupation, employment, trade or profession);
- if your or a household member's estimated annual mileage changes.

Changes to where the insured vehicle is kept

Tell us:

- if you or a household member changes where you keep an insured vehicle;
- if you or a household member makes any change to the normal parking arrangements;
- if you or a household member makes any changes that affect the security of an insured vehicle

that is specified in the schedule and/or the Certificate of Motor Insurance.

Changes affecting the drivers

Tell us:

- if any named driver changes their occupation;
- if you want to insure different drivers to use an insured vehicle;
- if any named driver is prosecuted or convicted of a motoring offence, or is charged with any other type of offence.

How a change may affect your policy

When we are notified of a change, we will tell you if this affects your policy. For example, we may:

- cancel this policy in accordance with the provisions in **Our right to cancel**; or
- amend the terms of this policy so that the amended terms are effective from the time of the change; and/or
- require you to pay more for this policy from the time of the change.

You will not receive a refund of the premium if you remove a vehicle that we have paid a claim for during the period of insurance.

If you do not tell us about a change, it may affect any claim you make or could result in your insurance being invalid.

If you are in doubt about whether you need to tell us about a change you should contact the insurance adviser who arranged this policy.

Complaints

We hope you won't need this page, and will do our utmost to make sure you don't.

We are dedicated to providing a high quality service and we want to ensure that we maintain this at all times. If you have any questions or concerns about this policy or the handling of a claim, please contact the insurance adviser who arranged this policy.

If you wish to make a complaint in relation to your insurance policy, you can do so at any time by, in the first instance, referring the matter to your insurance adviser or by contacting Aviva Insurance Limited at:

Complaints Manager
Aviva Insurance Limited
PO Box 78, Surrey Street,
Norwich NR1 3EB

Email: **ukgiceo@aviva.com**

Telephone from within the United Kingdom: 0800 092 7713

From outside the United Kingdom: +44 (0) 1603 606 653

Your breakdown solutions

If you wish to make a complaint in relation to this section you can do so at any time by referring the matter to:

Customer Relations Department
ARAG plc, Unit 4a, Greenway Court,
Bedwas, Caerphilly CF83 8DW

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

Telephone: +44 (0) 344 893 9013
Hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded.

Your motor legal expenses

If you wish to make a complaint in relation to this section you can do so at any time by referring the matter to:

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

Telephone: 0800 731 3942

Fax: 01925 428357

Email:
customerrelations@lawshield-uk.com

Referral to Ombudsman Services

If you remain dissatisfied or you have not received a final decision within 8 weeks, you can refer your complaint to:

The Financial Ombudsman Service,
Exchange Tower, London E14 9SR

Email: **complaint.info@financialombudsman.org.uk**

Telephone from within the United Kingdom: 0800 023 4567

From outside the United Kingdom: +44 (0) 207 964 0500

Fax: +44(0) 207 964 1001

For call back service, text 0786 002 7586.

Website:
www.financial-ombudsman.org.uk

The Financial Ombudsman Service can look into most complaints from consumers and small businesses.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

How to claim

If you need to make a claim, you'll have our full support at every step. We're open 24/7.

This section does not apply to **Your breakdown solutions** and **Your motor legal expenses**. If you need to make a claim under these sections please refer to the relevant section.

There are important conditions set out within this section. If you do not comply with them it may mean that your claim is reduced or not paid.

Defined terms used in this section

Certificate of Motor Insurance
damage
household member
injury/injured
insured person
insured vehicle
occurrence
policy
schedule
United Kingdom
we/us/our
you/your

See **Definitions**

Contacting us

You can call us at any time.

Concierge Desk

Our dedicated Concierge Desk is open 24 hours a day, 7 days a week.

From within the United Kingdom: 0800 056 2584

From outside the United Kingdom: +44 1603 606711

Or email us at **conciergemotor@aviva.com**

If a crime has been committed or a road traffic accident has caused injury:

- call the police; and
- get a crime number; and
- give us the crime number.

If you do not comply with these conditions, it may mean that your claim is reduced or not paid.

Submitting your claim

You must tell us as soon as practicably possible of any incident or circumstance which may lead to a claim under this policy.

You will need to provide us with a detailed account of what has happened.

It will help if you make detailed notes at the time, and take photographs of any damage.

Supporting the claims process

You can support your claim in a number of ways, depending on the situation.

Damaged insured vehicles must be made available to us for inspection as often as we need.

An insured person must co-operate with us in their defence by:

- helping us to make settlements; and
- attending hearings and trials.

Where we request, you must enforce any right of contribution or reimbursement against any person or organisation who may be liable.

We may ask for independent medical examinations in relation to any claim under this policy.

If there is damage or injury

As well as helping you with your claim, we are also there to help you deal with the aftermath, whether this is damage to the insured vehicle, or injuries to others.

For immediate help, our dedicated Concierge Desk is open 24 hours a day, 7 days a week.

Telephone from within the United Kingdom: 0800 056 2584

Telephone from outside the United Kingdom: +44 1603 606711

Or email us at **conciergemotor@aviva.com**

Damage to the insured vehicle

We will recover the insured vehicle to an agreed repairer, and arrange for a courtesy vehicle whilst repairs are undertaken to the insured vehicle.

An insured person must:

- co-operate with us fully and provide all information that we require;
- take all practical steps to protect the insured vehicle after an occurrence, including urgent repairs that are needed to prevent further damage. You must arrange for these to be done as soon as possible. Keep all bills related to this work, since they may be included in your claims; and

- allow us to inspect any damage before repair work starts, unless you need to undertake urgent repairs.

If an insured person does not comply with these conditions, it may mean that your claim is reduced or not paid.

Injury to others or damage to their property

An insured person may be held responsible for injury or damage to someone else.

After any incident or occurrence which may lead to a claim, the insured person:

- must not admit liability;
- must not offer to pay for any damage;
- must not appoint legal representation without our written permission;
- must co-operate with us fully and provide all information that we require;
- as soon as is practicably possible, must send us every item of correspondence and legal documents you have, as well as details of any conversations relating to your claim.

If an insured person does not comply with these conditions, it may mean that you claim is reduced or not paid.

Conditions relating to claims

The conditions listed below apply to every section of this policy, unless otherwise stated. There are additional specific conditions listed under particular sections.

Claims management

Acting in your name, we may take over the defence or settlement of any claim at our expense.

Your property

The insured vehicle specified in the schedule and/or Certificate of Motor Insurance shall remain the property of the owner at all times. We will not take ownership of, accept liability for, sell or dispose of the insured vehicle unless:

- we agree with you, the household member or the insured person in writing that we shall do so; or
- there is a total loss which means that any salvage becomes our property.

Recovering payments which are not covered

We have the right to recover from you, a household member or an insured person any payments not covered by this policy which we are obliged to make under the laws of any country.

Recovered property

If we recover the insured vehicle after we have paid your claim, we will notify you and you may buy the insured vehicle back from us at the same value paid under your claim.

Reward

At our discretion, and only as allowed by any applicable law, we will pay a reward of up to £50,000 for information leading to a criminal conviction of anyone who committed an illegal act which resulted in a payment under this policy.

We will not pay any rewards to you, a household member, an insured person, or the police or other authority.

Rights of recovery

Where we pay a claim under this policy and you, a household member or an insured person have the right to recover from a third party, we may commence legal proceedings in your, or their, name to recover sums for ourselves up to the amount of the claim paid under this policy.

If the insured vehicle specified in the schedule is stolen from or damaged at a commercial storage facility where you pay to keep the insured vehicle away from the residence as stated in the schedule, the maximum amount we will look to recover from them is £3,000,000. Any such facility must be approved in advance by us, and not owned by you.

You, a household member or an insured person must:

- provide us with all the help we need to recover such sums; and
- do nothing to prejudice any rights that may exist for your, or their, benefit against a third party.

Total loss

At payment of a settlement relating to a total loss, the insured vehicle specified in the schedule becomes our property. We will deduct any amount from the claims settlement needed to discharge any outstanding finance agreements associated with the insured vehicle.

Definitions

We have set out below the defined terms used in this policy. They will have the same meanings wherever they are used in this policy.

In this section, all the defined terms are printed in bold, However, everywhere else in this policy, we have printed them in the regular font to make the policy easier to read.

Agreed value means the amount insured shown in your policy schedule being the actual value of the vehicle as agreed between you and us at the start of the period of insurance, and includes any manufacturer or after sale modifications which are agreed by us.

Automated vehicle means a vehicle as being legally able to safely drive itself and is listed as an automated vehicle under the Automated & Electric Vehicles Act 2018.

Breakdown means under **Your breakdown solutions**:

- an electrical or mechanical failure, flat battery, puncture or lack of fuel; or
- damage caused by a collision or act of vandalism,

which prevents an insured vehicle from being driven.

Certificate of Motor Insurance means your evidence of motor insurance. A Certificate of Motor Insurance will be issued by us for each vehicle you insure with us, unless the insured vehicle is the subject of a Statutory Off Road Notification (SORN).

Chauffeur means a person paid by you to drive the insured vehicle.

Claims adjuster means any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by us to act for the insured person.

Comparable vehicle means a vehicle which:

- is made by the same manufacturer and is the same model and specification; or
- is in the same physical condition, has travelled the same mileage and is the same age, at the time of the occurrence;

as the insured vehicle it will replace.

Computer system(s) means any computer, hardware, software, applications, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act means a deliberate unauthorised, malicious or criminal act or series of acts, regardless of time and place which involves access to, processing of, use of, or operation of any computer system(s) and is intended to create, or to have the effect of creating an outcome which includes but is not limited to denial of access, threat, deception, hoax or extortion.

Damage means actual physical damage to, or destruction of, or the loss of use of tangible property.

Data means all information, which is electronically stored, recorded, transmitted or represented, or contained in any formats, materials or devices used for the storage of data including but not limited to operating systems, records, programs, software or firmware, code of series of instructions facts, concepts, code or any other information of any kind.

Electric vehicle means any insured vehicle that is powered solely by electricity.

Endorsement means a change in the terms and conditions of this policy that can extend or restrict cover.

Europe means Andorra, Austria, Balearics, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Isles, the Channel Islands (for non-residents), Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, the Isle of Man (for non-residents), Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland and Vatican City.

Excess means the amount you will have to pay towards any claim, as shown in the schedule or as stated in this policy.

Household member means any member of your family who permanently resides with you at your residence as stated on the schedule. This includes members of your family who temporarily reside away from your residence while at school, college or university.

Independent valuer means expert on vehicle value not known to an Insured Person or a Household member.

Injury/injured means identifiable physical bodily harm (including sickness or disease that results from it) resulting solely and directly from an occurrence. It does not mean injury which is intentionally self-inflicted or results from sickness or disease.

Insured incident means a non-fault road traffic accident (excluding claims for theft or fire) occurring during the period of insurance and within territorial limits which results in:

- loss or damage to the insured vehicle, including any non-motorised trailer or caravan;
- loss or damage to any personal property owned by the insured person while the property is on or in or attached to the insured vehicle;
- death or injury to the insured person while getting into or out of the insured vehicle; and
- any other insured losses.

Insured person means a named driver and any person permitted by you who is legally entitled to drive in accordance with the Certificate of Motor Insurance.

It does not include household members who are not named on the schedule and/or Certificate of Motor Insurance.

Insured vehicle means:

- any motor vehicle which is specified in the schedule for which we have issued a Certificate of Motor Insurance unless the insured vehicle is the subject of a Statutory Off Road Notification (SORN) and which is owned by or is subject to a hire purchase agreement, or leased by you or a household member; or
- any private motor vehicle which is not specified in the schedule and which is not owned by you or a household member or registered in your or a household member's name when used by a named driver who is entitled to drive other vehicles as specified in the schedule and/or Certificate of Motor Insurance and only with the permission of the private motor vehicle's owner.

This does not include other vehicles:

- kept at your residence (as stated on the schedule), and/or
- available for regular use by you or the household member

but not specified either on your schedule or on a Certificate of Motor Insurance issued by us.

In respect of **Your breakdown solutions** only this includes non-motorised trailers, luggage carriers and caravans when the insured vehicle breaks down or when the non-motorised trailers, luggage carriers and caravans break down whilst being towed by an insured vehicle.

Intoxication means having a blood alcohol level over the limit decreed by the Road Traffic Act or other applicable legislation where the insured person is driving. It includes the consumption of any illegal substance.

Legal claim under **Your liability** means:

- a written demand for monetary or non-monetary relief; or
- any proceeding in a court of law or equity, or arbitration.

Legal costs means:

- any fees, costs and disbursements reasonably incurred by us, any claims adjuster, solicitor or other appropriately qualified person appointed to act for the insured person with our consent.
- The costs of any civil proceedings incurred by an opponent awarded against the insured person by order of a court or which we have agreed to pay.

Where solicitors costs are payable by us, these will be chargeable on the standard basis, being the assessment of costs which are proportionate to the insured person's claim as defined by the Civil Procedure Rules, or in accordance with the Fixed Recoverable Costs scheme if appropriate and would be limited to £125.00 including VAT per hour solicitors' time, and £12.50 including VAT for each letter sent out.

Explanatory note: The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The rules set out how legal fees are calculated for these cases.

Loss means:

- under **Your vehicle damage**, loss or damage; and
- under **Your liability**, damage or injury.

Market value means the amount taking the average value determined by two independent valuers one selected by you and one by us. In no event will our payment exceed the amount insured shown in your policy schedule.

Medical emergency means a serious and unexpected situation involving illness or injury to an insured person which requires immediate medical assistance.

Medical expenses means expenses incurred for medical and/or dental treatment administered or prescribed by a medical practitioner, professional nursing services, physiotherapy, hospital and nursing home charges and ambulance charges.

Medical practitioner means a doctor or specialist who is registered or licensed to practise medicine under the laws of the country in which they practise, but does not include you or a member of your family.

Named driver means anyone whose name is specified as a 'named driver' in the schedule and/or the Certificate of Motor Insurance.

Occurrence means:

- under **Your vehicle damage**, all loss arising out of a sudden and accidental event (including fire and theft) which first occurs during the period of insurance and within the territorial limits;
- under **Your liability**, a sudden and accidental event which first occurs during the period of insurance and within the territorial limits.

Period of insurance means the period that this policy is in force as stated in the schedule.

Policy means this policy wording and the Certificate of Motor Insurance and the schedule and any endorsements.

Prospects of success: reasonable prospects are considered to be 51% or better chance of success.

Recovery operator means the independent technician our operator selects to attend the breakdown under **Your breakdown solutions**.

Registered vehicle club means an owners' club organised by a vehicle manufacturer.

Schedule means the document entitled 'schedule' that relates to and forms part of this policy.

Software means any software, safety critical software, firmware, operating systems, electrical control systems, data, data storage materials, telecommunication links or any reliance on recognising, using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time.

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

Suitable garage means 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 under **Your breakdown solutions**.

Territorial limits means the United Kingdom and Europe. Cover also applies while the insured vehicle is in transit by rail, sea, land (whether or not under its own power) or air to or from any countries included within the United Kingdom and Europe.

United Kingdom means England, Wales, Scotland, Northern Ireland, the Isle of Man (for residents only) and the Channel Islands (for residents only).

We/us/our means:

- under **Your vehicle damage** and **Your liability**: Aviva Insurance Limited;
- under **Your breakdown solutions**:
  - ARAG Legal Expenses Insurance Company Limited, the insurer; and
  - ARAG plc (or appointed agents on its behalf), which administers these sections on behalf of the insurer under a binding authority agreement.
- Under **Your breakdown solutions** where we refer to “we/us/our”, this includes ARAG plc where it is carrying out administrative functions on behalf of the insurer, ARAG Legal Expenses Insurance Company Limited
- under **Your motor legal expenses**: ALLIANZ INSURANCE plc (trading as Allianz Legal Protection) provides cover. Lawshield UK Ltd administers **Your motor legal expenses** on behalf of ALLIANZ INSURANCE plc (trading as Allianz Legal Protection)

You/your means the person, persons or legal entity named as the policyholder in the schedule and spouses, fiancé(e)s, co-habitees or partners who live permanently in your residence.

General exclusions

These exclusions apply to each and every section of this policy, unless otherwise stated. They apply in addition to any specific exclusions listed under a particular section.

Defined terms used in this section

Certificate of Motor Insurance
cyber act
damage
data
household member
injury/injured
insured person
insured vehicle
intoxication
legal claim
policy
schedule
we/us/our
you/your

See **Definitions**

Competitive racing

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses arising out of participation in or instruction or preparation for:

- the Nürburgring, the Cannonball Run, the Gumball Rally, the Modball Rally and the Supercar Run;
- any racing, rallies, trials, pace-making, speed testing or hill climbs in any prearranged or organised event or any on-track use, unless covered under Rallies and Track cover; or
- any event held on closed or disused airports or runways for speed testing, pace-making, racing or any other speed contest or time trials.

Confiscation

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused by or arising from the destruction, confiscation or seizure of your property under the order of any government or public or local authority.

Cyber

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses which are directly or indirectly, wholly or in part, the result of, caused by, arising from or in connection with any Cyber Act except to the extent that we must provide cover under the Road Traffic Acts.

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses resulting directly or indirectly from or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data except to the extent that we must provide cover under the Road Traffic Acts.

Dishonest, intentional acts and misappropriation

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses:

- caused by or arising from:
  - any dishonest act by you, a household member or an insured person, or at your or their direction; or
  - any criminal act by you, a household member or an insured person, or at your or their direction, other than where a criminal act is to be defended under **Your motor legal expenses**;
- deliberately or recklessly caused by you, a household member or an insured person, arising from your or their actions or arising from the actions of a person directed by you, a household member or an insured person; or
- caused by or arising from misappropriation by you, a household member or an insured person or by a person directed by you, a household member or an insured person.

Employer's liability

If anyone suffers death or injury in the course of their employment, through the actions of anyone covered by your policy, we will not cover the liability if it is also covered by an employer's liability insurance issued to comply with employer's liability legislation.

Intoxication

We do not cover any loss, damage, injury, liability, legal claim, costs or expenses caused directly or indirectly while the insured person driving the insured vehicle is in a state of intoxication.

Loss of value

We do not cover directly or indirectly any loss in the value of the insured vehicle where it is less than 15 years old.

Motor trade

We do not cover any insured person engaged in the motor trade (for example, selling, servicing, testing, storing, parking or delivering vehicles). This exclusion does not apply to the ownership, maintenance or use of an insured vehicle specified in the schedule and/or the Certificate of Motor Insurance.

Non-insured motorcycles

We do not cover any insured person for any loss, damage, injury, liability, legal claim, costs or expenses arising from ownership, maintenance or use of any vehicle with fewer than four wheels. This exclusion does not apply to an insured vehicle specified in the schedule and/or the Certificate of Motor Insurance.

Non-permitted use

We do not cover any person who uses the insured vehicle without permission from you or a household member.

Nuclear hazard, radioactive, chemical or biological contamination

We do not cover loss or destruction of, or damage to, any property or associated loss or expense, or any other loss, or any legal liability that is directly or indirectly caused by, contributed to, by or arising from:

- ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- the radioactive, toxic explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Vehicles hired out for a fee

With the exception of a sharing agreement, we do not cover any loss, damage, injury, liability, legal claim, costs or expenses arising while the insured vehicle is being hired, or used to carry people or property for a fee.

War

We do not cover any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

(a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, assuming the proportions of or amounting to an uprising, military or usurped power.

(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above, except to the extent that it is necessary to meet the requirements of the Road Traffic Acts.

General conditions

These conditions apply to every section of this policy, unless otherwise stated. There are additional specific conditions listed under particular sections.

Defined terms used in this section

- breakdown
- damage
- excess
- household member
- injury/injured
- insured person
- insured vehicle
- legal claim
- liability
- loss
- occurrence
- policy
- schedule
- software
- we/us/our
- you/your

See **Definitions**

Amount insured

We will not pay more than the relevant amount or limit stated in the schedule unless otherwise expressly stated in this policy. Where more than one of you is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.

Currency

Any amount of money referred to in this policy will be converted to the currency used in the schedule at the exchange rate that applies at the date of the claim.

Duplicate cover

If you are covered under one section for your loss, we will not pay for that loss under a different section.

Excess

You are responsible for the first part of a loss and your excess is shown on your schedule.

Improving your cover

We may improve the cover provided under this product. If we do so, we will automatically apply the improved cover to this policy without charging an additional premium. We will define an effective date for the improved cover, and you will not be able to claim for occurrences before that date.

Legal action against us

Where there is a legal claim against you or an insured person under **Your liability**, you or the insured person agrees not to bring any action against us until the obligation has been determined by final judgment or a written agreement by us.

Other insurance

If any loss, damage, injury, liability, legal claim, costs or expenses are covered by this policy and by any other insurance policy under which you are insured, we will only pay an amount in excess of the amount which would be covered under the other insurance. This condition does not apply to **Your breakdown solutions** or **Your motor legal expenses**.

Where your claim is covered by any other insurance policy in place with us the total amount payable by us shall not exceed the limits or sub-limits of the policy which provides the highest limits or sub-limits in respect of the same loss, damage, injury, liability, legal claim, or costs or expenses.

Transferring the policy

No person covered under this policy may transfer or assign their interest in this policy to anyone else without our prior written agreement.

Taking care

You, a household member or an insured person must take practical steps to prevent and mitigate all loss, damage, liability, legal claims, cost and/or expenses covered by this policy. You, a household member or an insured person must also take practical steps to protect your property.

You, a household member or an insured person must take reasonable care to safeguard your insured vehicle to prevent accidents, theft, loss or damage. You must maintain your insured vehicle in a roadworthy condition and install any safety critical software updates made available by the vehicle manufacturer.

You must not modify, install or permit the installation of software except those provided by and/or approved by the vehicle manufacturer.

After an occurrence you, a household member or an insured person must take all practical steps to protect the insured vehicle from further loss or damage, and make any emergency repairs that are required to protect it. We may not pay for any non-emergency repairs. You must keep an accurate record of expenses incurred.

If you, a household member or an insured person do not comply with these provisions, we may refuse to pay or reduce any payment we make for a claim, unless you show that the failure to comply could not have increased the risk of the claim which actually occurred in the circumstances in which it occurred.

Your vehicle damage

We cover the insured vehicle against all risks of loss or damage arising from an occurrence.

Defined terms used in this section

Certificate of Motor Insurance
chauffeur
comparable vehicle
computer system(s)
damage
electric vehicle
excess
household member
injury/injured
insured person
insured vehicle
intoxication
loss
medical emergency
medical expenses
medical practitioner
occurrence
period of insurance
policy
registered vehicle club
schedule
software
territorial limits
total loss
United Kingdom
we/us/our
you/your

See **Definitions**

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this policy and the excess.

Valuation basis

For each occurrence which causes loss or damage to the insured vehicle, we will pay:

- on an agreed value basis; or
- on a market value basis;

with any payment being subject to the excess, unless the occurrence is a total loss.

Your schedule will show which valuation basis of cover applies to each insured vehicle specified in the schedule.

Where a vehicle is not specified in the schedule, market value will apply.

Agreed value

The following provisions apply where an insured vehicle's valuation basis is agreed value.

The agreed value stated in the schedule is the actual value of the vehicle as agreed between you and us at the start of the period of insurance and includes any manufacturer or after sale modifications which are agreed by us.

The agreed value may be amended by us upon renewal of this policy so that it reflects current costs and values.

Agreed value – total loss

If, as the result of an occurrence, an insured vehicle is a total loss, we will pay the agreed value or an amount which exceeds the agreed value, subject to the following conditions:

- where the insured vehicle is less than 24 months old, either:
  - we will pay to replace the insured vehicle with a new vehicle; or
  - we will pay up to the agreed value to replace the insured vehicle if the agreed value is greater than the cost of a new vehicle

  which is made by the same manufacturer and is the same model and specification or its equivalent if no longer available.

The new vehicle replacement is subject to the insured vehicle having been registered as new in the United Kingdom; and the consent of the hire purchase company if the insured vehicle has been purchased under a hire purchase agreement.

- where the insured vehicle is 24 months or older but less than 15 years old and
  - the agreed value is less than £750,000, we will pay up to 150% of the agreed value to replace the insured vehicle with a comparable vehicle; or
- where the insured vehicle is more than 15 years old, we will pay an amount up to 125% of the agreed value, or £250,000, whichever is the lesser, to replace, or at our discretion, to repair the insured vehicle to its condition immediately before the occurrence. We will:
  - only make payments if we agree repair works before they commence; and after you have provided us with invoices in respect of those repair works;
  - not make cash payments under any circumstances; and
  - not make any payments for depreciation in value under this condition.

Agreed value – partial damage

If, as the result of an occurrence, an insured vehicle is partially damaged, we will:

- pay for the damaged parts to be repaired or replaced, whichever is less, up to the agreed value for each occurrence; and
- replace damaged parts with the original manufacturer's parts, subject to availability.

We will not make deductions for depreciation.

If we cannot replace matching wheels or upholstery of any insured vehicle that is specified in the schedule and/or the Certificate of Motor Insurance because they are obsolete, we will pay up to

£50,000 to replace all of the insured vehicle's wheels (not including tyres) or upholstery. You must agree to give us the undamaged wheels or upholstery.

We have access to a panel of expert repairers who provide a fast and efficient repair service. However, if you wish to do so, you can use your own nominated repairer.

You must obtain our approval before you start repairs.

If the insured vehicle is worth less after work to repair partial damage covered by this policy has been carried out and the insured vehicle:

- is more than 15 years old; and
- was purchased by you or was valued by an independent valuer or vehicle specialist within the last 24 months before it was damaged,

we will pay the difference between its agreed value before and after repair:

- up to 100% of the covered repair cost; or
- £350,000; or
- 25% of the amount of sum insured,

whichever is the lesser amount.

Market value

The following provisions apply where an insured vehicle's valuation basis is market value.

Market value – total loss

If, as the result of an occurrence, an insured vehicle is a total loss, we will pay the cost to replace the insured vehicle with a comparable vehicle.

We will not pay more than the market value, or the amount stated in the schedule, whichever is the lesser amount, in any circumstances.

Market value – partial damage

If, as the result of an occurrence, an insured vehicle is partially damaged, we will:

- pay for the damaged parts to be repaired or replaced, whichever is less, up to the market value for each occurrence. We will not pay more than the market value, or the amount stated in the schedule, whichever is the lesser amount, in any circumstances; and
- replace damaged parts with the original manufacturer's parts, subject to availability.

We will not make deductions for depreciation.

If we cannot replace matching wheels or upholstery of any insured vehicle that is specified in the schedule and/or the Certificate of Motor Insurance because they are obsolete, we will pay up to £50,000 to replace all of the insured vehicle's wheels (not including tyres) or upholstery. You must agree to give us the undamaged wheels or upholstery.

We have access to a panel of expert repairers who provide a fast and efficient repair service. However, if you wish to do so, you can use your own nominated repairer.

You must obtain our approval before you start repairs.

Previous occurrences

Where we have paid a claim in respect of an occurrence involving an insured vehicle and the damage to that insured vehicle has not be repaired, we will reduce our payment by the same amount in the event of a second occurrence, unless the damage caused by the second occurrence is unrelated to the damage caused by the first occurrence.

Stolen insured vehicles

If the insured vehicle is stolen and then recovered, we will return it to you at the residence stated in the schedule. We will pay for any damage resulting from the theft which is covered by your policy. If we recover the insured vehicle after we have paid your claim, we will notify you and you may buy the insured vehicle back from us at the same value paid under your claim.

Excess

The excess shown in your schedule applies to each occurrence.

If the insured vehicle involved is not specified in your schedule	We will apply the highest excess amount in the schedule.
If two or more insured vehicles are involved in the same occurrence	We only apply the higher excess amount once.
If an occurrence involves both an insured vehicle covered under this section of the policy and personal effects covered under this or any other insurance policy which is in place with us	We will apply the higher excess amount once.

Your excess will not apply if the insured vehicle is:

- a total loss;
- damaged by an uninsured third party;
- at the time of the occurrence, in the care of a garage or similar motor trade organisation for servicing, restoration or repair; or
- at the time of the occurrence, in the care of a hotel, restaurant or a professional valet parking service for the purpose of parking.

Your vehicle damage: Additional covers

These additional covers:

- apply automatically to insured vehicles covered by this section;
- are provided in addition to any amount applicable under **Your vehicle damage**
  - Basis of cover, unless we state otherwise;
- are subject to the **General conditions**, the **General exclusions**, the exclusions which apply to **Your vehicle damage** and to this section, the applicable limits and the excess unless we state otherwise; and
- are subject to an increase by 10% if a live Complete or Ultra Home policy is in force at the time of loss.

The additional 10% increase in cover if you hold a live Complete or Ultra Home policy at the time of a loss does not include the following sections:

- **Airside**
- **Glass repair and replacement**
- **Newly purchased vehicles**
- **Track Cover and;**
- **Worldwide damage cover**

Airside

We cover any loss or damage that happens while an insured vehicle specified in the schedule is on any part of an airport and driven by an insured person.

The maximum payment for any one occurrence is limited to £25,000,000 including third party liability and the insured vehicle must be following or escorted by an airport vehicle

Car jacking and road rage

We will pay the expenses (listed below) which are incurred by an insured person as the sole and direct result of the following events, which occur during the period of insurance:

- car jacking, where an insured person is travelling in the insured vehicle and an individual or group of individuals use violence or the threat of violence to unlawfully take (or attempt to take) the insured vehicle or the property inside it. Anyone travelling in the insured vehicle at the same time as an insured person is also covered for car jacking.
- road rage, where an insured person is subjected to a sudden unprovoked and violent physical attack while an insured person is travelling in the insured vehicle.

We will pay:

- medical expenses up to £50,000 for each insured person up to a maximum of £100,000 for each event;
- psychiatric treatments prescribed by a medical practitioner within 12 months of the event up to £50,000 for each insured person up to a maximum of £100,000 for each event; and
- travel and accommodation expenses for a family member to stay near the medical facility where an insured person is receiving medical treatment under this additional cover, up to £15,000 for each individual up to a maximum of £30,000 for each event.

We do not cover loss, damage, costs or expenses arising from false reports of an incident of car jacking or road rage made by you, a household member, an insured person, your chauffeur or any person acting on behalf of you, a household member, an insured person, or your chauffeur, whether acting alone or in collusion with others

We do not cover any loss, damage, costs or expenses caused by a person known to you, a household member or your chauffeur prior to the event.

We will only pay for your chauffeur's expenses if the car jacking or road rage takes place when your chauffeur is undertaking duties in the normal course of their employment.

Chauffeur injury

If your chauffeur suffers an injury resulting from an occurrence covered by this policy and is unable to drive, as certified by a medical practitioner, we will pay for a replacement chauffeur until your chauffeur is fit to drive.

We will pay up to £5,000 in respect of each occurrence.

Child seats

If loss or damage occurs to an insured vehicle as a result of an occurrence covered by this policy, we will pay to replace any child car seats even if they appear undamaged.

Disability

If either you or a household member are permanently disabled as a direct result of an occurrence covered by this policy, we will either:

- pay up to £20,000 for essential alterations to the insured vehicle; or
- contribute up to £20,000 towards buying a vehicle adapted for your or a household member's disability.

You must provide us with a medical practitioner's letter confirming the permanent disability.

Regardless of the number of vehicles involved, we will not pay more than £20,000 in total for each occurrence.

Education fees

If, during the period of insurance, you or a household member suffers an injury as a direct result of an occurrence covered by this policy which means you or the household member are unable to function normally for 30 days or more (as diagnosed by a medical practitioner) and as a direct result:

- you or the household member are unable to start or continue an educational course at a school, college, university or other educational institution, we will pay for course fees and term-time accommodation which you or the household member have to pay (or are liable to pay) and which you or the household member cannot recover; or
- you or the household member are unable to sit examinations at a further or higher education institution required to be taken at a particular time, we will pay for the costs that you or the household member incur if you or the household member have to undertake an additional year of study so that you or the household member can take the same examinations.

We will pay up to a maximum of £50,000.

Electric vehicles

If you or a household member own an electric vehicle which is specified in the schedule, we will cover the following events which occur during the period of insurance:

- if you cannot charge the electric vehicle due to an electricity power cut which lasts longer than six hours, we will pay up to £1,500 for alternative transport in respect of each power cut;
- if an occurrence results in loss or damage to a permanently fitted charging point, which is used to charge the electric vehicle at the residence stated in the schedule, we will pay up to £3,000 for each occurrence to repair or replace the charge point;
- if an occurrence results in loss or damage to the electric vehicle and no suitable hire car is available under the cover provided by **Loss of use**, we will pay up to £10,000 for each occurrence to hire a replacement electric vehicle for the duration of the repairs or until your claim is settled.

No excess applies to this additional cover.

Entertainment and navigational equipment

If an occurrence results in loss or damage to an insured vehicle specified in the schedule, we will also repair or replace entertainment and navigational equipment which is permanently installed in the insured vehicle or in a removable housing unit.

This equipment must be:

- designed to be solely operated by power from the insured vehicle's electrical system; and
- in or on the insured vehicle when the occurrence took place.

These payments do not increase the amount stated in the schedule for the insured vehicle.

Equine and pet injury

If any domestic horses or pets (excluding vermin, insects or rodents) owned by you or a household member are injured or die as a result of an occurrence involving an insured vehicle or a non-motorised trailer which is being towed by an insured vehicle at the time of the occurrence, we will pay for any expenses incurred by you or the household member to treat, euthanise, cremate, bury and replace the horses or pets.

We will pay:

- in respect of horses: £15,000 in respect of each occurrence, including any saddle or tack, however many horses are involved; and
- in respect of pets: £5,000 in respect of each occurrence, however many pets are involved.

No excess applies to this additional cover.

Finance gap

If the insured vehicle specified in the schedule is a total loss, we will pay any unpaid amount due on the lease or finance of the insured vehicle in excess of its agreed value or market value.

We do not cover any unpaid amounts due to:

- overdue lease or finance payments;
- financial penalties imposed under a lease or finance company for wear and tear or high mileage;
- extended warranties, credit life insurance, health, accident or disability insurance purchased with the lease or finance;
- carry-over balances from previous loans or leases or finance.

Garage door, locks and gates

If there is a burglary during the period of insurance at a residence stated on your schedule, we will pay to repair or replace the garage door, locks and gates.

We will pay up to £10,000 for each occurrence.

Glass repair and replacement

If the glass of a windscreen, window or sunroof fitted to an insured vehicle specified in the schedule and/or Certificate of Motor Insurance is damaged during the period of insurance, we will pay for:

- the replacement of the windscreen, window and sunroof glass, subject to an the excess as stated in your policy schedule, or
- the repair of the windscreen, window and sunroof glass and will not apply an excess.

Illness

If your driving licence is revoked by the Driver and Vehicle Licensing Agency (DVLA) as a direct result of your illness which first occurs during the period of insurance, we will pay for essential replacement transport.

We will pay these expenses for up to 12 months from the date your driving licence is revoked or until your driving licence is reinstated by the DVLA, whichever comes first, provided that you continue to renew this policy with us.

We will pay up to £10,000 for each claim.

If you cancel your policy, our payments will stop at the cancellation date.

We do not provide this cover if your driving licence is revoked as a result of intoxication.

Injury

If you are injured and cannot drive as a direct result of an occurrence whilst travelling in an insured vehicle, we will pay for essential replacement transport.

We will pay your expenses for up to 12 months from the date of the occurrence or until you are able to drive, whichever comes first, provided that you continue to renew this policy with us.

We will pay up to £3,000 for expenses incurred in respect of each occurrence.

If you cancel your policy, our payments will stop at the cancellation date.

In order for us to continue to provide cover under this additional cover, you must provide us with a medical practitioner's letter confirming your injury and inability to drive every 90 days from the date of the occurrence.

Lock replacement

If the keys to the insured vehicle specified in the schedule and/or the Certificate of Motor Insurance, ignition, alarm, immobiliser, steering lock or garage door remote are lost or stolen during the period of insurance, we will pay for the cost of replacing the locks.

No excess applies to this additional cover.

Loss of use

If you cannot use the insured vehicle specified in the schedule and/or the Certificate of Motor Insurance because it has been illegally taken during the period of insurance, we will provide you with a hire car.

If you cannot use the insured vehicle because of an occurrence which results in the insured vehicle needing to be repaired, either we or the repairer will provide you with a courtesy car while the insured vehicle is being repaired.

We will provide a hire car comparable to the insured vehicle if you are not satisfied with the courtesy car provided by the repairer.

We will pay for the hire car while the insured vehicle is being repaired or until your claim is settled, up to a maximum of £10,000 for each occurrence resulting in the insured vehicle needing to be repaired.

If you choose not to accept a hire car from us and your excess is £4,000 or less, no excess will apply to your claim.

If you cannot use the insured vehicle because of an occurrence we also cover the following additional expenses which you incur as a direct result of being unable to use the insured vehicle:

- emergency transport expenses up to a maximum of £1,000 for each occurrence;
- meals, lodging and phone expenses if you are more than 50 miles from your nearest residence, up to a maximum of £1,500 for each occurrence.

No excess applies to this additional cover.

Medical emergency

If you suffer a medical emergency whilst you are a driver or passenger in an insured vehicle, which results in the insured vehicle being left at a location which is not your home address, we will pay your expenses to return the insured vehicle to your home address.

We will pay up to £1,500 for expenses incurred in respect of each occurrence.

No excess applies to this additional cover.

Newly Purchased Vehicles

If you purchase a vehicle during the period of insurance, we will automatically cover this up to 10% of the total value of the vehicles shown in your schedule, subject to a maximum limit of £2,500,000.

You must ask for cover for your newly purchased vehicles within 14 days of owning them, and pay us the additional premium due from the date of ownership. We reserve the right not to insure newly owned vehicles after the 14 days have passed.

We do not cover any loss or damage caused:

- whilst newly purchased vehicles are under their own power;
- to third parties; or
- by theft of newly purchased vehicles, unless there are visible signs that force or violence has been used.
- Newly purchased vehicles are not covered under this additional cover when they are being used by an insured person.
- Regardless of the number of policies you may have providing cover for newly purchased vehicles, we will not provide cover under more than one.

Non-motorised trailers, luggage carriers and caravans

We will pay up to:

- £15,000 for any non-motorised trailers and luggage carriers;
- £25,000 for any caravans,

which suffer loss or damage as a result of an occurrence and which are owned by you or a household member.

Personal effects

We will pay up to £10,000 for goods and personal property which are owned by or in the possession of you or a household member and which are lost or damaged due to an accident, fire, theft or attempted theft which occurs during the period of insurance while in or on the insured vehicle.

We do not provide this cover if your claim is covered under any other insurance policy which is in place with us.

Psychiatric care

If you are injured and suffer psychological problems as a direct result of an occurrence involving an insured vehicle in which you are travelling at the time of the occurrence, we will pay for psychiatric treatments prescribed by a medical practitioner within 12 months of the date of the occurrence, provided that you continue to renew this policy with us.

We will pay up to £10,000 for costs incurred in respect of each occurrence.

If you cancel your policy, our payments will stop at the cancellation date.

We will not cover psychiatric treatments arising out of car jacking or road rage.

Rallies

We will cover the insured vehicle while you are taking part in an officially organised rally on the public highway.

Track cover

If you are a member of a registered vehicle club and drive an insured vehicle specified in the schedule and/or the Certificate of Motor Insurance at a track event in the United Kingdom, we will pay up to £150,000 for each occurrence to:

- replace the insured vehicle (if a total loss); or
- repair the insured vehicle if it is damaged.

The excess is 10% of the total cost to replace the insured vehicle (if a total loss) or repair the insured vehicle, subject to a minimum of £5,000 or the amount shown in your schedule whichever is higher.

Track cover excludes:

- any track days or events outside the United Kingdom.
- open pit lane track days or events not organised by your registered vehicle club exclusively for its members;
- any speed testing pace-making, racing or time trials.

Unexpired car tax

If your or a household member's insured vehicle is a total loss as a result of an occurrence, we will pay for any unexpired part of the insured vehicle's car tax that you or the household member cannot get back from the Driver and Vehicle Licensing Agency (DVLA).

No excess applies to this additional cover.

Vehicle accessories and spare parts

We will cover accessories and spare parts (which are not fitted to the insured vehicle specified in the schedule and/or the Certificate of Motor Insurance and which you keep at your residence stated in your schedule) against loss or damage arising from an occurrence.

We will pay up to £30,000 for each occurrence

Worldwide damage cover

We will cover any insured vehicle:

- which is specified in the schedule;
- which is more than 15 years old; and
- for which a valid Certificate of Motor Insurance, unless the insured vehicle is the subject of a Statutory Off Road Notification (SORN), has been issued,

against all risks of loss or damage arising from an occurrence anywhere in the world for 90 days in total at any time during the period of insurance.

The maximum payment under this cover is £1,500,000

This cover does not apply:

- in transit by rail, sea or land;
- in transit by air to or from any of the countries outside of territorial limits.
- to any vehicle driven under its own power

Your vehicle damage: Exclusions

The exclusions listed below apply to the whole of **Your vehicle damage**, unless we state otherwise.

Breakdown

We do not cover loss, damage, costs or expenses caused by:

- wear and tear, being a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or loss which happens gradually over a period of time;
- freezing weather;
- mechanical or electrical breakdown;
- road damage to tyres;

unless it results from the theft of the insured vehicle.

Computer system(s) error

We do not cover any loss, damage, costs or expenses caused by the unauthorised, and/or malicious access to computer system(s) or electronic components and systems, resulting in any reprogramming of software, introduction of malware, codes or viruses with the intention or effect to cause such systems to stop, fail or function otherwise than is intended by the Vehicle Manufacturer

Your liability

This section addresses how we will protect you in the event of an occurance which leads to a legal claim.

Defined terms used in this section

automated vehicle
Certificate of Motor Insurance
damage
excess
household member
injury/injured
insured person
insured vehicle
legal claim
liability
medical expenses
medical practitioner
named driver
occurrence
period of insurance
policy
schedule
software
territorial limits
we/us/our
you/your

See **Definitions**

Third party liability cover

We will cover:

- any named driver for the ownership, maintenance or use of an insured vehicle specified in the schedule;
- any named driver who is entitled to drive other vehicles as stated in the schedule and/or certificate of motor insurance when using an insured vehicle not specified in the schedule;
- any insured person while using an insured vehicle, which is specified in the schedule, for which we have issued a Certificate of Motor Insurance,

against any liability.

For each occurrence:

- resulting in the death of or injury to third parties (including passengers travelling in an insured vehicle), we will pay up to the limit for third party injury stated in the schedule, unless we state otherwise;
- resulting in damage to property, we will only pay up to the limit for third party property damage stated in your schedule, irrespective of whether the liability of one or more insured persons, in relation to an occurrence, exceeds these limits.

Defence costs

We will cover any reasonable legal fees and expenses which are incurred by an insured person in defending any legal claims brought by a third party, which if the insured person were found liable would be covered by third party liability cover, subject to the terms, conditions, limits and exclusions set out in this policy.

We will only pay the insured person's legal fees if you obtain our written consent before any legal work is commenced and if we ask the insured person's legal adviser to do so at such stages of the proceedings as we require.

We will only pay the insured person's legal fees if such costs are incurred with our choice of legal representatives.

We may negotiate, investigate and settle any legal claim as we see fit.

We will pay:

- all expenses we incur;
- all costs that an insured person has to pay;
- all interest accruing after a judgment is entered in a case we are defending or provided for in a settlement agreement. We will pay only on the part of the judgment we are responsible for paying. We will not pay interest accruing after we have paid the judgment amount;
- reasonable expenses incurred by an insured person, including loss of earnings (up to £250 a day, to a total of £10,000) in assisting us in the investigation and defence of a legal claim; and
- the cost of bail bonds that someone covered by this policy has had to pay for, provided we agree in advance.

Excess

No excess applies to this section.

Travelling abroad

Your Certificate of Motor Insurance will provide sufficient evidence that the third party liability cover provided by this policy meets the minimum standards required by the laws of each country within the territorial limits.

We do not provide cover for countries outside the territorial limits.

Airside

We cover any loss or damage that happens while an insured vehicle specified in the schedule is on any part of an airport and driven by an insured person.

The maximum payment for any one occurrence including Damage cover is limited to £25,000,000 and the insured vehicle must be following or escorted by an airport vehicle.

These additional covers:

- apply automatically as long as you have third party liability cover as part of this policy;
- are provided as well as third party liability cover under **Your liability**, unless we state otherwise; and
- are subject to the **General conditions**, the **General exclusions**, the exclusions which apply to **Your vehicle damage** and to this section and the applicable limits. No excess applies.

Emergency treatment

We will reimburse an insured person for the fees relating to the emergency treatment provided by a medical practitioner which, as a driver of an insured vehicle, they are liable to pay under the Road Traffic Act 1988.

Medical expenses

We will reimburse an insured person for the payment of medical expenses up to £500 for each insured person incurred within three years of an injury.

The expenses must be incurred in respect of injury to:

- an insured person, in an insured vehicle, or in any other vehicle which you or a household member are legally driving;
- you or a household member while you are inside any vehicle or struck by any vehicle or trailer.

We do not cover anyone for medical expenses for any injury they sustain as the driver or passenger in any vehicle with less than four wheels. This exclusion does not apply to an insured vehicle listed in your schedule, and for which a valid Certificate of Motor Insurance has been issued.

Personal accident cover

We will pay £50,000 (or up to the amount allowed by law, whichever is less) to you or a household member (or to your or their estates in the event of death) if during the period of insurance, you or a household member is injured while entering or exiting a vehicle which is privately owned.

The injury must be the sole cause of one or more of the following:

- death;
- loss of a leg or foot due to severance at or above the ankle;
- permanently losing the use of an entire leg or foot;
- loss of an arm or hand due to severance at or above the wrist;
- permanently losing the use of an entire arm or hand;
- permanent and total loss of sight in both eyes (as evidenced by your name being added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist); or
- permanent and total loss of sight in one eye so that the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

You must notify us as soon as possible after injury.

We will not pay any benefit in respect of death or injury directly or indirectly caused or contributed to by post-traumatic stress disorder or any psychological or psychiatric condition which does not result from an occurrence which is covered under this policy and which is diagnosed by a medical practitioner.

Rental vehicles

We will cover any rental vehicle that you or a household member over the age of 21 rent for up to 90 days anywhere within the territorial limits if you use it with the owner's permission.

We will cover the costs that you are contractually or legally obliged to pay to a rental company for injury or damage that results from the use of the rented vehicle. The injury or damage must be caused by an occurrence.

The exclusions listed below apply to the whole section, unless we state otherwise.

Automated vehicles

Any claim where an insured vehicle is an automated vehicle and is being driven or used in automatic driving mode and you or an insured person at the time of the loss has:

- made, or permitted alterations to any software which relates to functioning on the insured vehicle as an automated vehicle, except those provided and/or approved by the vehicle manufacturer and/or;
- failed to install or permit installation of any safety critical software updates relating to the functioning of the insured vehicle as an automated vehicle which you or an insured person ought to have reasonably to have know were safety critical (software updates are safety critical if it would be unsafe to use the insured vehicle without the updates being installed).

Other property

We do not cover any person for liability, legal claims, expenses or costs arising from damage to property used by or rented to, or in the care of, that person.

This exclusion does not apply to a residence or private garage or any private vehicles, vans or trailers that are not owned, furnished or made available for regular use by you or a household member.

Owned property

We do not cover liability, legal claims, expenses or costs arising out of damage to property being transported by the owner.

Terrorism

We would not cover any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that we must provide cover under the Road Traffic Acts:

(a) Terrorism

Terrorism is defined as any act or acts including, but not limited to:

- the use or threat of force and/or violence

and/or

- harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes.

(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of (a) and (b), where we must provide cover under the Road Traffic Acts, the maximum amount we will pay for damage to property as a result of any incident or incidents caused by the insured vehicle or any vehicle or vehicles driven or used by you or any insured person for which cover is provided under this Section, will be:

- £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause, or
- such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.

(c) loss, damage, death or injury directly caused by pollution or contamination unless caused by a sudden identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance except where such liability is required to be covered under the Road Traffic Acts. For the purposes of this exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.

Your breakdown solutions

This section of your policy provides cover for motor breakdown and accident assistance for an insured person domiciled in the United Kingdom while using an insured vehicle specified in the schedule within the United Kingdom and Europe.

Defined terms used in this section

- breakdown
- damage
- Europe
- insured person
- insured vehicle
- period of insurance
- policy
- recovery operator
- schedule
- suitable garage
- United Kingdom
- we/us/our
- you/your

See **Definitions**

Cover under this section is subject to the terms, conditions and exclusions in this policy.

Breakdown solutions in the United Kingdom

Roadside assistance, home start and recovery

Fixing the insured vehicle at the roadside

Our operator will send help to the scene of the breakdown in the United Kingdom. We will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside or recover an insured vehicle, provided that the insured vehicle is at least 1 mile away from your residence.

If it cannot be fixed within 1 hour

If, in the opinion of our recovery operator, it is not possible to repair the insured vehicle at the roadside within 1 hour, our operator will arrange for the insured vehicle, the insured person and any passengers to be taken to the nearest suitable garage able to undertake the repair.

If it cannot be fixed the same day

If this is not possible, or if the garage cannot make the repair within the same working day, our operator will arrange for the insured vehicle, the insured person and any passengers to be taken either to your residence or, if you prefer, their original destination or an alternative address (for example, the insured person's place of work) in the United Kingdom.

If the insured vehicle needs to be recovered

If the insured vehicle needs to be recovered, the insured person must give our operator the address that they would like it to be taken to.

Once it has been delivered to that address, it will be left at their own risk.

Redelivery cover

In relation to a claim we have accepted where the insured vehicle cannot be fixed the same day, we will subsequently arrange with the insured person to collect the insured vehicle and take it to the nearest suitable garage when they are able to accept it for repair.

Alternatively, if the insured person would prefer to leave the insured vehicle unattended at a suitable garage which is closed, we will reimburse their taxi fares for a journey of up to 20 miles from their home address (or if they would prefer, and it is closer, their original destination within the United Kingdom) to the suitable garage following completion of repairs to the insured vehicle. We will reimburse claims when we are in receipt of valid proof of payment.

Alternative travel

If the insured vehicle cannot be repaired locally on the same day or within a period of time agreed between the insured person and our operator, and is at least 20 miles away from your residence, or if it is stolen, we will help the insured person to complete their original journey by paying:

- up to £250 towards the cost of alternative transport; or
- for a hire vehicle up to 3,000cc.

This applies as long as the insured vehicle remains unroadworthy.

We will pay up to £150 towards the cost of transport for 1 person to collect the insured vehicle when it has been repaired.

The insured vehicle must be repaired at the nearest suitable garage to the breakdown location.

Where possible, rescue and repair services will be provided on a pay/claim basis. This means that the insured person must pay initially and we will reimburse them when we are sent a valid invoice/receipt.

Before the insured person arranges for these services, they must get authorisation from our operator.

Emergency overnight accommodation

Where Alternative travel cover applies, but it is more practical or cost effective to provide emergency accommodation for a single night, we will pay up to £150 per person towards the cost of overnight accommodation including breakfast for the insured person and any passengers while the insured vehicle is being repaired.

We will not pay more than £1,000 for each claim under Emergency overnight accommodation.

The insured vehicle must be repaired at the nearest suitable garage to the breakdown location.

Where possible, rescue and repair services will be provided on a pay/claim basis. This means that the insured person must pay initially and we will reimburse them when we receive a valid invoice/receipt.

Before the insured person arranges for these services, they must get authorisation from our operator.

Home assist

The insured vehicle will be covered at your residence or within a 1 mile radius.

If the insured vehicle cannot be repaired at your residence, our operator will arrange for you and the insured vehicle to be taken to the nearest suitable garage. This must take place at the same time as the initial call-out.

Keys

If the insured person locks the key in the insured vehicle and they cannot get a spare set on the same day, we will pay the call-out fee for a recovery operator who will try to retrieve the key if possible.

If we cannot retrieve the key it is often possible to provide a replacement key at the scene. The insured person will have to pay for the replacement key.

If it is not possible to retrieve the key, or if the insured person has lost or broken it and cannot get a replacement at the scene, or if they are away from your residence, we will pay the mileage to a place where the insured vehicle can be stored securely, or to your residence if it is nearer.

Message service

At the insured person's request, our operator can pass on 2 messages to their residence or place of work to let others know of their breakdown.

Misfuelling

If the insured person fills the insured vehicle's fuel tank with the wrong type of fuel, it may be necessary to drain and flush out the fuel tank at the roadside or at a suitable garage if this is not possible.

Misfuelling the insured vehicle can sometimes cause extensive damage which a fuel drain and flush will not put right. If the insured person would prefer their own repairer to carry out the fuel drain and flush, our operator will arrange for the insured vehicle, the insured person and any passengers to be taken to that preferred repairer if they are within 10 miles of the breakdown. The insured person must pay initially and we will reimburse the insured person when we receive a valid invoice/receipt.

We The most we will pay is the cost of 10 litres of correct fuel.

The most we will pay is £250 in total for each claim under Misfuelling.

Roadside assistance

Our operator will send help to the scene of the breakdown in Europe, and we will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside if this is possible within 1 hour.

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

Recovery

If, in the opinion of the recovery operator, they are unable to repair the insured vehicle within 1 hour at the roadside, we will arrange for the insured vehicle, the insured person and any passengers to be taken to the nearest suitable garage able to undertake the repair.

Alternative travel abroad

If the insured vehicle cannot be repaired locally on the same day or within a period agreed with the insured person and our operator, or if the insured vehicle is stolen, we will pay:

- up to £800 towards the cost of alternative transport; or
- for a hire vehicle up to 3,000cc.

This applies as long as the insurance vehicle remains unroadworthy.

We will pay up to £200 towards the cost of transport for 2 people to collect the insured vehicle when it has been repaired.

The insured vehicle must be repaired at the nearest suitable garage to the breakdown location.

Where available, these services will be provided on a pay/claim basis. This means that the insured person must pay initially and we will reimburse them when we receive a valid invoice/receipt.

Before the insured person arranges for these services, they must get authorisation from our operator.

At all times during their journey the insured person must make sure that they are carrying their driving documents:

- driving licence; and
- V5C registration document (logbook).

Due to local regulations and customs, the insured person may be required to provide copies of these documents. The insured person will be responsible for any costs if copies are not immediately available.

Emergency overnight accommodation abroad

Where Alternative travel abroad cover applies, but it is more practical or cost effective to provide emergency accommodation for a single night (or as agreed in advance between the insured person and our operator), we will pay up to £150 per person towards the cost of overnight accommodation including breakfast for the insured person and any passengers while the insured vehicle is being repaired.

We will not pay more than £1,000 for each claim under Emergency overnight accommodation abroad.

Shipping of spare parts

Where it is efficient and cost effective to do so, we will pay up to £150 towards the cost of shipping spare parts to the suitable garage. The insured person will be responsible for the cost of the spare parts and we will only organise shipping once they have confirmed payment.

The insured vehicle must be repaired at the nearest suitable garage to the breakdown location.

Where available, these services will be provided on a pay/claim basis. This means that the insured person must pay initially and we will reimburse them when we are sent a valid invoice/receipt.

Before the insured person arranges for these services, they must get authorisation from our operator.

At all times during their journey the insured person must make sure that they are carrying their driving documents:

- driving licence; and
- V5C registration document (logbook).

Due to local regulations and customs, the insured person may be required to provide copies of these documents. The insured person will be responsible for any costs if copies are not immediately available.

Repatriation service

If the insured vehicle cannot be repaired within 48 hours of the original breakdown or by the time the insured person intended to return to their residence, whichever is later, we will arrange for the insured vehicle, the insured person and any passengers to be taken either to your residence, or if they would prefer it and it is closer, their original destination within Europe.

We will need to know details of the insured person's itinerary. If requested, they must be able to provide proof of both outbound and inbound travel dates to validate the claim.

The following exclusions apply to this part of your policy, in addition to those in the policy itself.

A manufacturer's system outage

We do not cover any breakdown caused by a system outage of your vehicle's manufacturer.

Charges by other companies

We do not provide cover for the cost of vehicle storage expenses or charges made by any other company (including police recovery) not authorised by our operator or where the insured person arranges for recovery or repairs by other means.

Compliance

We do not provide cover if the insured person does not comply with requests by our operator or our recovery operator concerning the assistance being provided.

Cost of parts

We do not cover the cost of any parts, components or materials used to repair the insured vehicle.

Damage in storage or transit

We will not cover damage to the insured vehicle or its contents while it is being recovered, stored or repaired. We do not cover any liability for damage which happens while the insured vehicle is being recovered.

European motorways

We will not pay for the cost of recovering the insured vehicle from a European motorway if it is more than £150.

Hire cars

We do not cover the costs of fuel, oil or insurance for a hire car.

Illegal vehicles

We do not provide cover for vehicles which are deemed to be illegal, either because they are dangerous or because they do not have up-to-date road tax, a valid MOT certificate or insurance.

Indebtedness

We do not cover any services if you already owe our operator money.

Labour costs

We do not cover labour costs for repairing the insured vehicle, other than the labour costs at the scene of the breakdown or as part of Misfuelling.

Maintenance failure

We do not cover a breakdown caused by the failure to maintain the insured vehicle in a roadworthy condition, including maintenance or proper levels of oil and water.

Missing tools

We will not cover costs incurred in addition to the standard call-out where repairs cannot be done at the roadside because:

- the insured vehicle is not carrying a serviceable spare wheel, an aerosol repair kit or an appropriate jack; or
- the locking mechanisms for the wheels are not immediately available to remove the wheels.

This exclusion does not apply to motorcycles or scooters.

Modifications

We do not cover the cost of any additional charges resulting from aftermarket modifications to the insured vehicle.

Other activities

We will not cover the insured vehicle being used for other activities such as rallies, motor racing, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.

Overloading

We will not cover claims caused by overloading the insured vehicle or carrying more passengers than it is designed to carry.

Repatriation

We do not cover repatriation to the United Kingdom within 48 hours of a breakdown, regardless of ferry or tunnel bookings for the homebound journey or prearranged appointments the insured person has made within the United Kingdom.

Snow, mud, sand, water, ice or flood

If the insured vehicle is immobilised due to snow, mud, sand, water, ice or flood, we will not pay for specialist equipment, additional manpower and/or recovery vehicles or for recovery more than 10 miles from the scene of the breakdown.

Sonic and supersonic pressure waves

We do not cover any claim arising from or relating to pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed.

Specialist equipment

We do not cover the costs of the use of specialist equipment occasionally required because the insured vehicle is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of assistance.

Subsequent call outs

We do not provide cover for subsequent call-outs relating to a claim made within the last 28 days, unless the insured vehicle:

- has been fully repaired at a suitable garage;

- has been declared fit to drive by our recovery operator; or
- is in transit to a pre-booked appointment at a garage.

Terrorism

We will not cover any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding preventing or suppressing terrorist action

Travel outside the period of insurance

We will not cover any breakdown in Europe happening on a journey which was planned to finish or subsequently finished after the expiry of the period of insurance.

Unsecured vehicles

We will not provide assistance if the insured vehicle is not secure or has faults with electric windows, sunroofs or locks, unless the fault occurs during the course of a journey and the insured person's safety is compromised.

If our risk increases because the insured person has failed to keep to the conditions listed below, we can cancel this section or refuse to provide assistance.

Your duties in the event of a breakdown

Call us

If the insured vehicle breaks down contact the Control Centre as soon as possible.

Telephone from within the United Kingdom: 0800 068 3239

From Europe: +44 (0) 1603 606 679

Please have the following information ready as it will be needed to check the policy cover:

- the insured vehicle registration;
- the precise location of the insured vehicle (or as accurate as possible in the circumstances);
- a return telephone number.

Our operator will take the insured person's details and make the necessary arrangements to assist them.

Keep your mobile phone switched on

A mobile phone must therefore be switched on and available to take calls at all times. To help our operator to provide a quality service, all calls will be recorded.

Remain near your vehicle

Stay safe but remain with or near to the insured vehicle until the recovery operator arrives. Once the recovery operator arrives at the scene please be guided by their safety advice.

If you break down on a UK motorway

If the breakdown is on a United Kingdom motorway and the insured person has no means of contacting us or is unaware of their location, the insured person 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 we have been contacted or give them our telephone number to make contact on behalf of the insured person.

If you break down in Europe

If the breakdown is on a motorway or major public road in Europe, the local highway authority may require the insured person to use a local private towing service. The insured person will need to use the SOS phones to call for assistance.

The private towing service will tow the insured vehicle to a place of safety and the insured person will be required to pay for the service immediately.

The insured person can then contact us for further recovery and assistance. Please retain all receipts.

Your responsibilities

The insured person must stay with or near the insured vehicle until help arrives.

If the insured vehicle cannot be repaired at the roadside, the insured person must accept the assistance being provided.

Where the insured vehicle is recovered to a suitable garage and it can be repaired, the insured person must have adequate funds to pay for the repair including replacement parts immediately. If they do not have funds available, any further assistance will be denied.

Repairs are provided under a separate contract, which is between the insured person and the repairer.

The insured person should wait for assistance to ensure that the insured vehicle is functioning correctly. If they do not wait for assistance and the insured vehicle breaks down again within 12 hours, the insured person will be charged for the second and any subsequent call-outs.

Our rights

Our operator will refuse to provide assistance if the insured person or any of their passengers are being obstructive in allowing us to provide the most appropriate assistance or are abusive to our recovery operator.

If the insured person uses the service and the claim and/or fault is subsequently found not to be covered by this section, we reserve the right to reclaim any costs that have been incurred from the insured person.

If the insured vehicle is beyond economical repair, we have the right to offer the market value of the insured vehicle to the insured person and pay for alternative transport home or, if the insured person would prefer and it is closer, to their intended destination.

Our operator reserves the right to recover the 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 the insured person will need to pay for this service immediately by credit or debit card.

Other insurance

We will not pay more than our fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this section did not exist.

We reserve the right to claim back any costs that are recoverable through a third party.

Dispute resolution

If there is a disagreement about the handling of a claim and it is not resolved through our internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from **www.financialombudsman.org.uk**)

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with us. Any arbitration will be governed by English law, the seat of the arbitration will be England, and the Chartered Institute of Arbitrators (Ciarb) Arbitration Rules will apply. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the party wanting the arbitration will ask the Ciarb to decide. We will pay 50% of any upfront arbitrator costs provided these are incurred with our expressed consent. The other party to the arbitration will pay the remaining 50%. Payment of any upfront arbitrator costs by us is subject to any final decision by the arbitrator on costs. For example, the arbitrator may decide that costs may be split between the parties or one party may pay all the costs.

Law that applies

This section of the policy is governed by English law and the parties agree to the exclusive jurisdiction of the English courts for any dispute (including non-contractual disputes) arising from or connected to this policy.

Acts of parliament

All legal instruments, bodies and rules referred to within this section of the policy shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement.

Contracts (Rights of Third Parties) Act 1999

Apart from us, only the policyholder shown in the policy schedule may enforce all or any part of this section of the policy 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 the policy in relation to any third-party rights or interest.

Your motor legal expenses

This section of your policy provides cover for an insured person while using an insured vehicle specified in the schedule for legal expenses arising from an insured incident or criminal prosecution within the United Kingdom and Europe.

Defined terms used in this section

computer system(s)
claims adjuster
data
Europe
insured incident
insured person
insured vehicle
legal costs
period of insurance
policy
prospects of success
schedule
software
solicitor
territorial limits
United Kingdom
we/us/our
you/your

See **Definitions**

Cover under this section is subject to the terms, conditions and exclusions in this policy.

Personal injury and uninsured loss recovery

We will pay the legal costs for legal proceedings started on the insured person's behalf and in connection with the costs of pursuing civil claims arising from an insured incident relating to the use of the insured vehicle which results directly in the death of or personal injury to the insured person and/or any and all other incidents of uninsured losses.

We will only provide cover if the legal costs and insured incident took place during the period of insurance and the incident leading to the insured person's claim is covered by a court in the territorial limits.

The most we will pay under this cover is £150,000 for all insured incidents which are related in time or by cause.

This includes legal costs of both the insured person and any opponents where the insured person is liable to pay them.

If the insured person is not awarded any costs or compensation, we will pay all legal costs up to the limit under this section.

If the insured person is awarded costs, they must use these to repay the amount we have paid out on their behalf in connection with the proceedings.

If the legal costs are greater than the amount the insured person is awarded for those costs and expenses, we will pay the extra amount (up to the limit under this section).

Motor prosecution defence

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

- the date when the motoring offence occurred or is alleged to have occurred is within the period of insurance;
- the insured person is facing disqualification or suspension of their driving licence, and
- there are prospects of success to secure a not guilty verdict.

Motor legal expenses: Exclusions

The following exclusions apply to this section of your policy, in addition to those in the policy itself.

We will not pay legal costs in the following circumstances.

Where it would cost more than you hope to gain

We will not pay legal costs for legal proceedings where a reasonable estimate of the legal costs is greater than the amount in dispute (other than in relation to Uninsured loss recovery claims).

Where we haven't approved your claim in advance

We will not pay legal costs for legal proceedings if we have not agreed to the legal costs in advance or before we have accepted the claim in writing.

Fines and penalties awarded against the insured person by a criminal court

We will not pay legal costs for legal proceedings for claims which relate to fines and penalties awarded against the insured person by a criminal court.

No valid driving licence, MOT certificate or more than 9 points

We will not pay legal costs for legal proceedings for incidents where the insured person was not in possession of a valid driving licence or where the insured vehicle was not covered by a valid MOT certificate where appropriate or was not in a roadworthy condition. For claims under Motor prosecution defence the insured person's driving licence must have no more than 9 points on it at the date when the motoring offence occurred or is alleged to have occurred.

Racing, rallies and competitions

We will not pay legal costs for legal proceedings for incidents arising from the use of an insured vehicle, by or on behalf of the insured person for racing, rallies, competitions or trials of any kind.

Late claims

We will not pay legal costs for legal proceedings for incidents if we are not told about the claim within 180 days of the event which caused it.

Prospects of success

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

Parking fines and obstructions

We will not pay legal costs for legal proceedings for claims arising from parking or obstruction offences.

Electronic data

We will not pay legal costs for legal proceedings as a consequence, howsoever caused, including for example computer virus, of electronic data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this exclusion:

- computer virus means a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
- electronic data means facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Terrorism

We will not pay legal costs for legal proceedings for claims arising as a direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Territorial limits

We will not pay legal costs for legal proceedings arising from an insured incident that occurs outside the territorial limits, except for the enforcement of a judgement obtained from a court within the territorial limits with our prior approval against a defendant who resides outside the jurisdiction of the court making the order.

Costs we will not pay

We will not pay for:

- travelling expenses or compensation for being off work;
- legal costs if the insured person withdraws from legal proceedings without our agreement;
- legal costs which are covered under a more specific insurance or if a claim has been refused by another insurance company;
- legal costs where fixed recoverable costs have already been recovered by the solicitor.

Making a claim

To make a claim, the insured person can write to us at:

The Claims Department,
Lawshield UK Limited, 1210 Centre Park Square, Lakeside Drive, Centre Park, Warrington, WA1 1RU

Telephone: 0333 043 3787

Fax: 0333 043 3798

Email: **claims@lawshield-uk.com**

The insured person should not send us any documents until our administrators, Lawshield UK Ltd, ask for them.

If we decide that a reasonable settlement is unlikely, or the insured person's interest would be better served by another course of action, we will let them know.

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

Representation

We can take over, and carry out in the insured person's name action to take or defend any claim.

Appointing a solicitor

Before the issuing of legal proceedings, a solicitor from our panel will be appointed to act on the insured person's behalf to prosecute, defend or settle any claim accepted under the terms of this section.

If the insured person does not accept any solicitor we appoint, we will ask the Law Society to name another solicitor who we both agree to. During this time, we may appoint a solicitor to act on the insured person's behalf, to protect their interests.

Choosing your solicitor

Should legal proceedings need to be issued, the insured person does not have to accept the solicitor we have chosen. If the insured person cannot agree a suitable solicitor with us, the insured person can refer their choice of solicitor to arbitration in line with the conditions of this section.

The insured person must let us know in writing the full name and address of a solicitor who they want to act for them. If there is a dispute about the choice of solicitor, we will choose one while arbitration takes place. If we are insuring two or more people for one claim, the insured person may choose solicitors and send their name and address to us before we agree to pay any legal costs.

In choosing their solicitor, the insured person must try to keep the costs of any legal proceedings as low as possible.

Before we accept the insured person's choice of a solicitor, or if the insured person fails to choose a solicitor, we will be entitled to instruct a solicitor on their behalf.

Specific conditions

Tell us in writing

When a claim or possible claim happens, the insured person must tell us in writing as soon as possible.

Give us full information

The insured person must give us any information and evidence we need (the insured person will have to pay any costs involved in this). The insured person must not do anything to affect their case.

Tell us about any other insurance

The insured person must tell us about any other legal expense insurance which they have to cover the same loss.

We control legal proceedings

We will have complete control over the legal proceedings. Legal costs payable are to be in no way affected by any agreement, undertaking or promise made or given by the insured person to the solicitor, witness expert or any claims adjuster.

Co-operating with us

The insured person must co-operate fully with us, the claims adjuster or the solicitor.

We shall have direct access to the solicitor at all times and the insured person must keep us fully informed of all material developments during their claim. If we ask the insured person must instruct the solicitor to produce to us any documents, information or advice in their

possession and the insured person must give the solicitor any other instructions relating to the conduct of their claim as we may require.

Our written consent

Our written consent must be obtained prior to:

- the instruction of Counsel to appear before a Court (or tribunal) before which a solicitor has a right of audience;
- the instruction of Queen's Counsel;
- the incurring of unusual expert's fees or unusual disbursements;
- the making of an Appeal.

Settlement

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

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

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

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

Solicitor's fees

At our request the insured person will require the solicitor to have the legal costs taxed, assessed or audited by the relevant authority.

If your solicitor withdraws

If for any reason the solicitor refuses to continue to act for the insured person or if the insured person withdraws their claim from the solicitor, we will not pay any further legal costs unless we agree to the appointment of an alternative solicitor to continue with the claim in accordance with the terms and conditions of this policy, but we shall have no liability to meet the additional legal costs arising solely as a result of the appointment of a new solicitor.

If the insured person withdraws

If the insured person unreasonably withdraws from a claim without our prior agreement, then the legal costs will become their responsibility and we will be entitled to be reimbursed by the insured person for any costs paid or incurred during the course of the claim. This includes any legal costs that we consider the insured person is obliged to pay solely because they withdrew from the claim.

Valid insurance

Valid insurance for the insured vehicle relating to the insured person must have been in force at the time of any insured incident and the premium for such motor vehicle insurance as demanded must have been paid in full.

Appeals

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

Recovery

The insured person shall take or have taken every available step to recover from their opponent legal costs payable under this section, and such legal costs must be paid to us.

Arbitration – proceedings

If there is a disagreement over presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings, then at the insured person's written request, any such difference shall be decided by Counsel or a solicitor who both the insured person and we agree to, and in the absence of agreement, they will be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their differences to Counsel or the solicitor as they shall require and their 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.

Arbitration – claims

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

Contribution

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

Subrogation

We may at our own expense take proceedings in the insured person's name to recover compensation or secure an indemnity from any third party in respect of any expenses paid under this policy and any amount so recovered or secured shall belong to us.

Lawshield UK Limited

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

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

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

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

Why do we process your data?

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

What information do we collect about you?

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

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

This notice explains the most important aspects of how we use your data.

Lawshield UK Ltd full privacy notice can be found by visiting our website **http://www.lawshield.co.uk** or request a copy by emailing us mailto: **dataprotection@lawshield.co.uk**.

Alternatively, you can write to us at:

Compliance Department
Lawshield UK Limited
1210 Centre Park Square
Centre Park
Warrington
WA1 1RU

Allianz UK Group Privacy Notice Summary

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

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

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

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

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

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

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

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

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

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

AVIVA PRIVATE CLIENTS

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