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Your car insurance policy wording

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If you would like this or other documents in large print or on audio tape, please contact us.

Introduction and important information

This policy is a contract of insurance between **you** and **us**. It is made up of:

- This policy booklet, which sets out the terms of **your** contract with **us**, including what **we** cover and what **we** don't cover (the exclusions).
- **Your schedule**, which shows the cover that **you** have bought, including any **excesses**, **endorsements** and **your** premium.
- **Your certificate of motor insurance**, which gives details of who is insured to drive **your car** and what **your car** is insured to be used for.
- **Your** statement of facts, which shows all the information that **you** have given **us**. **We** have based **your** cover on this information. It is important that **you** check this information and let **us** know if any of it is incorrect.

You agree to pay the premium for the **period of insurance** and keep to all the terms and conditions of this policy. If **you** do not do this, the contract may not be valid, and **you** may not be able to make a claim.

Your insurers

This policy is a contract of insurance between **you** and **us**. **We** are authorised and regulated by the Financial Conduct Authority (FRN 529506).

By taking out this policy **you** are entering into two separate agreements:

1. The first agreement is an intermediary agreement with **us**, Policy Expert. **We** are responsible for arranging and managing **your** motor insurance. That agreement includes **our** services, fees and charges which can be viewed at www.policyexpert.co.uk/terms-and-conditions
2. The second agreement is the contract of insurance with **our authorised insurers**. The **authorised insurers** have agreed to cover **you**, according to the terms and conditions in this document, against any liability, loss or damage that arises in connection with **your car** during a **period of insurance**. See the Regulatory Information section on p30 for information on **our authorised insurers**.

You only need to contact **us** about **your** insurance, and **we** will arrange everything with **our authorised insurers** on **your** behalf.

We, Policy Expert, have designed this policy booklet carefully to help **you** understand the cover **we** will provide. Please take the time to read the policy and make sure that the cover meets **your** needs. If **you** want to change anything or there is anything that **you** do not understand, please contact **us**.

Definitions

The following definitions have the same meaning wherever they appear in **your** policy or **your schedule**. They will always appear in bold font.

Accessories	<p>Parts or products that are designed for your car and were fitted by the manufacturer.</p> <p>This includes:</p> <ul style="list-style-type: none">- audio equipment;- multi-media equipment;- satnav equipment; and- cameras; and- cycle racks.
Approved repairer	<p>A repairer from our network of contracted repairers, who we have approved to repair your car following a claim under section 1 or section 2 (accidental damage to your car) of this policy.</p>
Authorised insurers	<p>The panel of insurers that we have arranged this insurance with.</p> <p>You only need to contact us about your insurance, and we will arrange everything with the authorised insurers on your behalf.</p> <p>Details of our authorised insurers can be found in the Regulatory Information section of this booklet.</p>
Certificate of motor insurance	<p>The proof of motor insurance you need by law. The certificate shows:</p> <ul style="list-style-type: none">- the car that is covered;- who is allowed to drive the car; and- what the car can be used for.
Courtesy car	<p>A small hatchback that we arrange to lend you while your car is being repaired. This car should keep you mobile but may not be the same as your car in terms of its size, type, value or status.</p>
Endorsement	<p>A clause which changes the terms of this policy. Any endorsements that apply will be shown on your schedule.</p>
Excess	<p>The part of the claim that you must pay.</p>
Hazardous goods	<p>Explosive substances, gases, flammable liquids or solids, toxic substances, infectious substances and radioactive material.</p>
Market value	<p>The cost of replacing your car in the UK with one of a similar make, model, age, mileage and condition, immediately before the loss or damage happened.</p> <p>To assess the market value at the time of the loss, we may take advice from a suitably qualified, independent motor engineer or refer to publications such as Glass's Guide, and make an allowance for the mileage, condition and circumstances at the time you originally bought your car.</p>
Period of insurance	<p>The period you are insured for, as shown on your schedule.</p>
Territorial limits	<p>Great Britain and Northern Ireland, and while your car is being transported between these places by sea, air or land.</p>

Schedule	The latest document that we have issued to you setting out the cover in force, the car we are insuring, the excess which will apply if you need to make a claim on your policy, and any endorsements .
Unattended	When no one is sitting in your car or able to prevent unauthorised access to your car .
We, us, our	Policy Expert (a trading name of QMetric Group Limited), on behalf of our authorised insurers , and anyone we appoint to represent us.
You, your	The person named on your schedule as the policyholder.
Your car	<p>Any car that's covered under this policy and included on your schedule and certificate of insurance.</p> <p>This includes:</p> <ul style="list-style-type: none"> - accessories; - spare parts; and - car seats; <p>while they are in or on your car or in your locked, private garage.</p> <p>To be covered by this policy your car must be registered in the UK.</p>
Your partner	Your husband, wife or civil partner, or person you are living with as if you were married to them.

General conditions

You must keep to, and make sure that any other named driver keeps to, the following conditions in order to have the full protection of **your** policy. If **you** do not do this, **we** may decide to cancel this policy, refuse to deal with **your** claim or reduce the amount of any payment **we** make in connection with a claim.

1. Providing accurate and complete information

When taking out, renewing or making changes to this policy, **you** must take reasonable care to provide accurate and complete answers to all questions. **We** may ask **you** to provide further information or documents to make sure that the information **you** provided was accurate and complete (for example **your car's** log book (V5C) or details from **your** driving licence).

It is a criminal offence under the Road Traffic Act 1988 to make a false statement for the purposes of getting a **certificate of motor insurance**.

2. Changes in your circumstances we need to know about

You must tell **us** straight away if any of the information shown in **your** statement of facts, **schedule** or **certificate of motor insurance** is incorrect, or if any of **your** circumstances change during the **period of insurance**.

If **you** do not tell **us** about any incorrect information or any change in **your** circumstances, **we** may cancel **your** policy or treat it as if it never existed, or **your** claims may be rejected or not paid in full.

When **you** tell **us** about a change **we** will tell **you** whether **we** can accept it and, if so, whether it will affect the terms of this policy or the premium **you** must pay.

Here are some examples of the changes **you** must tell **us** about. This is not a complete list and **you** should contact **us** if **you** are not sure whether **you** need to tell **us** about a change.

1. You must tell us before you need cover to start if any of the following details change.

- a. **You** sell or change **your car** or its registration number.
- b. **You** alter **your car** from the manufacturer's standard specification. Alterations include adding optional extras and any:
 - changes to the bodywork, such as adding spoilers or body kits;
 - changes to the suspension or brakes;
 - cosmetic changes, such as adding alloy wheels;
 - changes which affect the car's performance, such as changes to the engine-management system or exhaust system; and
 - changes to **accessories**.
- c. **You** would like to change the people who are covered under this policy.
- d. The owner of **your car** changes.
- e. **You** change the way in which **your car** is used. For example, **you** begin to use **your car** for business purposes.
- f. **You** want to change **your** cover.

2. You must tell us as soon as possible if any of the following details change.

- a. **You** change **your** address or the address where **you** keep **your car** overnight.
- b. **Your** (or any insured driver's) occupation changes.
- c. **You** lose **your** driving licence (or any insured driver loses their licence), either temporarily or permanently, or the status of a driving licence has changed (for example, from a provisional to a full driving licence).
- d. **You** (or any insured driver) are involved in an accident, no matter how trivial it seems and regardless of who was to blame.
- e. **You** (or any insured driver) suffer a physical or medical condition that must be reported to the DVLA.

- f. **You** (or any insured driver) receive any motoring conviction, including driving licence endorsements, fixed penalties and pending prosecution.
- g. **You** (or any insured driver) receive a criminal conviction.

3. Other insurance

If any liability, loss or damage is covered by any other insurance, **we** will only pay **our** share of the claim. This condition does not apply to claims under **section 4 (personal accident)**, which **we** will pay in full.

4. Taking care of your car

You or any insured driver must take all reasonable steps to:

- protect **your car** from loss or damage (this will include changing the locks to **your car** if the keys have been stolen);
- maintain **your car** in an efficient and roadworthy condition;
- make sure **you** have a valid MOT certificate for **your car** if one is needed by law;
- keep all the tyres within the legal requirements at all times; and
- make sure any security device fitted to **your car** is working when **your car** is left **unattended**.

We have the right to examine **your car** at any reasonable time.

5. Fraud

You must not act in a fraudulent way.

This means that **you** (or anyone acting for **you**) must not, for example:

- mislead **us** or **your authorised insurers** in any way (for example, about who is the main user of the car) in order to get insurance from **us**, to get a better deal or to reduce **your** premium;
- make a claim under this policy knowing the claim is false or exaggerated in any way;
- give **us** a document to support a policy or claim, knowing the document is forged or false in any way; or
- make a claim that relates to any loss or damage caused by something **you** have deliberately done or been involved in.

If **you** make a fraudulent claim **we** can:

- refuse to pay the claim;
- recover from **you** any amounts **we** have paid relating to the claim;
- treat the policy as having been cancelled from the time of the fraudulent claim;
- refuse to pay any other claim under this policy which relates to an event that happened after the fraudulent claim;
- not return any of the premiums **you** have paid under the policy; and
- report the matter to the police.

We have the right to recover from **you our** (or **our** representatives') costs in investigating any fraudulent claim.

If **you** deliberately give **us** false information when taking out, renewing or amending **your** policy, **we** can:

- treat the policy as if it never existed or the amendment as if it had not been made;
- refuse all claims;
- recover from **you** the amount of any claims **we** have already paid under this policy;
- keep any premium **you** have paid; and
- report the matter to the police.

6. Victim of crime

If **you** have been the victim of crime, **you** must report the details to the police as soon as possible, and must fully co-operate with all police enquiries and any prosecution that results from doing so.

7. New business

Depending on the number of years' no claim discount **you** tell **us** **you** have, **you** may get a discount on **your** premium.

We may need written proof of this no claim discount, from **your** last insurer, before **we** provide insurance under this policy.

You must have earned the no claim discount in the UK within the previous two years on a private car/van policy.

If **we** ask, **you** must give **us** documents to support the information **you** have given in **your** policy application, such as copies of driving licences, a V5 vehicle registration document or recent utility bills (gas, water or electricity).

8. Keeping to the conditions of this policy

If **we** find that:

- **you** have not met a condition under this policy; and
- any losses would normally have been reduced if **you** had met that condition;

we may not pay **your** claim or may reduce the amount **we** pay (depending on the circumstances), unless **you** can prove to **us** that **you** failing to meet the condition would not have increased the risk of the loss happening given the circumstances.

9. Renewal

During the month before **your** policy is due to end **we** will let **you** know by phone, letter or email if **we** can continue offering **you** insurance.

If **your** policy is not renewed, cover will stop at the end of the **period of insurance** shown in the **schedule**.

If **we** offer to renew **your** current policy, **we** may be able to arrange this using the payment details **we** already hold for **you** (unless **you** have told **us** otherwise). **We** refer to this as 'automatic renewal'. **We** will always tell **you** whether or not **we** intend to renew **your** cover automatically. **We** will do this before **we** take full payment. This does not affect **your** right to cancel this policy in line with **our** cancellation policy.

Our renewal offer will include the premium and any changes in the terms and conditions for the next period. **We** do not have to accept any application **you** make to renew the insurance.

10. Governing law

This policy will be governed by and managed in line with the law of England and Wales, unless **you** live in Scotland, in which case the law of Scotland will apply. **We** will communicate with **you** in English in relation to this contract.

12. Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Claims procedures and conditions

1. Making a claim

For any claims, including for windscreen and glass claims, please call **our** claims management service, Trinity Claims, as soon as possible on:

0800 953 1114

If **you're** calling from outside the UK, please call +44 800 953 1114.

You should report any incident to **us**, whether **you** believe **you** are at fault or not. The sooner **you** report an incident, the better **we** can manage the claim.

If something has been stolen from **your car**, or **your car** has been vandalised, deliberately damaged or stolen, **you** should start by calling the police. **You** will need a crime reference number for the incident.

If **you've** been involved in an accident, do not apologise or admit fault.

Don't negotiate or settle any claims made against **you**, unless **we** have given **you** permission to do so.

Try to collect the following information, which will help us speed up your claim.

- The registration numbers of all vehicles involved and pictures of the other vehicles, including the areas that are damaged.
- Contact details of the other drivers and the name of their insurance company.
- The number of people in the other vehicles.
- If the police were called to the scene, please collect the officers' names and report references and let **us** have these details.
- Contact details for any witnesses.
- Pictures of the scene of the accident and any dashcam footage **you** have captured. Also, please make a note of any CCTV cameras at the scene.
- Details of any injuries caused to anyone in **your** vehicle or in any other vehicle.
- Details of any property that has been damaged.

2. How we deal with your claim

After an incident covered by this policy, the first thing **we** need to know is whether **your car** is going to be repaired.

If **your car** is going to be repaired, **we** will repair it at one of **our approved repairers**.

If **you** choose to use a repairer **we** have not approved, **we** will negotiate costs direct with them. However, **we** will not pay more for those repairs than the amount **we** would have paid to have **your car** repaired at one of **our approved repairers**.

If **you** use a repairer of **your** choice, **you** must give **us** full details of the incident and a detailed repair estimate. **You** must get **our** approval before the work begins. **We** do not guarantee any repairs carried out by **your** own repairer, even if **we** pay for those repairs direct to the repairer.

Using an approved repairer

- ✓ If **your car** is not safe to drive, **we** will arrange to collect it from the scene of the incident.
- ✓ If **we** can't take **your car** to a repairer straight away, **we** will take it to **your** home, a safe storage place or **your** destination.
- ✓ If **your car** is safe to drive, **we** will arrange to collect it at a convenient time.
- ✓ **You** do not need to get any estimates for repairs. **We** will agree the costs with **our approved repairer**, and the repairs can begin immediately after **we** have authorised them.
- ✓ Once **we** have decided that **our approved repairer** can repair **your car**, **we** will provide **you** with a **courtesy car** to use until the repairs are finished, subject to availability.
- ✓ When the repairs are finished, **we** will pay for the reasonable cost to return **your car** to **your** home address.
- ✓ All repairs carried out by **our approved repairers** are guaranteed for three years. During this time, if anything goes wrong as a result of poor workmanship by the repairer, it will be put right.
- ✓ If **your car's** ADAS (Advanced Driver Assistance System) needs to be recalibrated as part of any repairs, **we** will also cover these costs.

3. Dealing with your claim

Your obligations

You must let **us** know of any incident, whether or not this gives rise to a claim, as soon as possible. Delays can waste valuable time and may increase the cost of **your** claim.

If someone makes a claim against **you** after an accident, **you** need to let **us** know as soon as possible. This is so **we** can arrange a suitable defence or settlement on **your** behalf, as well as appoint solicitors to act on **your** behalf.

If **you** receive any court documents, **you** must send these to **us** as soon as **you** receive them, and tell **us** at once if **you** are charged with an offence or receive any notice of prosecution or inquest.

You or any other person who claims under this policy must not admit fault or make any offer, promise or payment, unless **we** agree to this in writing beforehand.

You must co-operate with **us** (and **our** appointed representatives if this applies) in investigating and assessing any claim or circumstances which may lead to a claim. This includes giving **us** all the relevant information, documents and help **we** need to be able to deal with any claim and help **us** achieve a settlement.

You must make any claim honestly. **We** will not have to pay any claim if **you** use any false, fraudulent or stolen documents or devices or make any misleading statements in connection with that claim.

If **you** fail to meet one or more of these obligations, **we** may refuse to pay the claim or pay only part of the claim.

Our rights

When dealing with any claim under this policy **we** are entitled to:

- defend or settle any claim, and choose the solicitor who will act for **you** in any legal action;
- take any legal action in **your** name or the name of any other person covered by this policy; and
- admit negligence for any accident or claim on **your** behalf or on behalf of any person claiming under this policy, if appropriate.

We will investigate **your** claim and exchange information with any other people involved. However, **we** will treat **your** information carefully and only share it if this is necessary.

General exclusions

This policy does not cover the following.

1. Any injury, loss or damage that happens while **your car**:
 - a. is being driven by, or is in the charge of, any person not shown on **your certificate of motor insurance**;
 - b. is being used for any purpose not shown on **your certificate of motor insurance**;
 - c. is involved in an incident as a result of something that anybody insured by this policy has deliberately done or failed to do, unless **your authorised insurers** have to provide insurance for this under the Road Traffic Act;
 - d. is being used on a prepared course, racetrack or circuit or for any competition, rally, trial, track day, performance test, race or speed trial (whether the event is on private land or the public road, and regardless of whether it is authorised by the police or another relevant authority); or
 - e. is being used on any derestricted toll roads (roads which the public can pay to have access to and where speed restrictions are temporarily or permanently suspended, including the Nurburgring at Nordschliefe).

However, **your car** is covered:

- if it is with a member of the motor trade for the purpose of having maintenance or repairs carried out;
 - when it is being parked by an employee of a hotel, restaurant or car-parking service; or
 - if the injury, loss or damage happened while **your car** was stolen.
2. Any injury, loss or damage that happens while **your car** is being driven by, or is in the charge of, anyone who:
 - is disqualified from driving;
 - has not held a driving licence and/or is prevented by law from holding one; or
 - does not meet the terms and conditions of their driving licence, as required by the DVLA or DVANI and under any law that applies.
 3. Liability **you** have under any other agreement, unless **you** would have had that liability if the other agreement did not exist.
 4. Loss, damage, injury or legal liability that is directly or indirectly caused by, or results from or in connection with, invasion, war, revolution or any act of terrorism, regardless of any other cause or incident that also contributes to the loss, unless this liability has to be covered under the Road Traffic Act. The definition of terrorism follows the interpretation as set out in the Terrorism Act 2000, or any amendments to that Act, and includes anything the Government or a UK court considers to be an act of terrorism. This exception does not apply if **we** need to provide the minimum level of cover needed by law.
 5. Loss, damage, injury or legal liability caused directly or indirectly by:
 - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.

6. Any accident, injury, loss, damage or liability arising while **your car** is in a place used by aircraft for taking off, landing, parking or moving, including service roads, refuelling areas and areas where equipment is parked.
7. Any decision or action of a court outside Great Britain or Northern Ireland, unless the decision is made or action is taken in a foreign court because **your car** was used in that country and that country is in the European Union or mentioned by name in [section 5 \(using your car abroad\)](#).
8. Any liability for death, injury or illness, or loss or damage to property, arising directly or indirectly from pollution or contamination, unless it is directly caused by an incident that can be identified and is sudden, unintended and unexpected. **We** will provide cover if the whole incident happens at a specific time and place during the **period of insurance**.

We will treat all pollution or contamination arising from one incident as having happened at the time of the incident.

This policy does not cover claims arising from pollution or contamination which happen as a result of a substance being released deliberately or as a result of leaks from **your car** that are caused by it not being maintained properly.

This exclusion does not apply if **we** need to provide the minimum level of cover needed by law.

9. Any loss of damage resulting from **your car** being seized by HM Revenue and Customs (HMRC), the police or any government public authority.
10. Any accident, injury, loss, damage or liability that happens while **your car** is:
 - towing a trailer that is unsafe or has an unsecure load;
 - being driven with a load or a number of passengers which is unsafe or higher than the manufacturer's recommendations; or
 - being used for any criminal purposes.
11. Any accident, injury, loss, damage or liability while **your car** is outside the **territorial limits**, unless this is allowed under [section 5 \(using your car abroad\)](#).
12. Loss, damage or liability which is the responsibility of the person driving or steering any vehicle being towed by **your car** or being towed by another vehicle **you** are driving.
13. Legal liability when a caravan, trailer or broken-down vehicle is being towed for profit.
14. Any incident which happens while any of **your car's** safety features are disabled or turned off, including if **your** ADAS hasn't been calibrated or recalibrated.
15. Any accident, injury, loss, damage or liability caused or contributed to by carrying any **hazardous goods**.
16. Any payment which would expose **us** or any member of **our** group to any penalty, action or restriction under United Nations resolutions or the trade or economic restrictions, laws or regulations of the European Union, the UK or the US.

17. Any loss or damage caused by pressure waves resulting from aircraft or other flying devices travelling at or above the speed of sound.
18. Any injury, loss, damage or liability which is caused by or happens because of a riot or civil commotion outside the **territorial limits**.
19. Any injury, loss, damage or liability caused by earthquake.

Your policy cover

Section 1: Accidental damage to your car (except damage caused by fire or theft)

What is covered?

We will pay for loss or damage to:

- **your car**; and
- **accessories** that are fitted by **your car**'s manufacturer or an approved dealer;

if **your car** is damaged in an accident while it is in the **territorial limits**.

If **you** fit new **accessories** in **your car** which are not on **your** manufacturer's approved list, **we** will only cover **you** for the cost of replacing any equipment that was fitted by the manufacturer.

Section 2: Fire and theft cover

What is covered?

We will pay for loss or damage to:

- **your car**;
- **accessories** that are fitted by **your car**'s manufacturer or an approved dealer;
- **your car** key, key fob or other device designed and made by the manufacturer to access and start **your car** up to £500;

if **your car** is stolen or is damaged by theft, attempted theft, fire or lightning while it is in the **territorial limits**.

If **you** fit new **accessories** in **your car** which are not on **your** manufacturer's approved list, **we** will only cover **you** for the cost of replacing any equipment that was fitted by the manufacturer.

Section 1 and 2: Damage to your car (whatever the cause)

We don't cover the following.

- a. The **excess** shown for the relevant section on **your schedule**.
- b. Loss or damage that is more specifically covered under **section 8 (windscreen and glass damage)**.
- c. Loss of use of **your car** (including the cost of hiring another vehicle) or any other indirect loss, such as travel expenses or loss of earnings.
- d. Wear and tear, deterioration, depreciation or any loss or damage that happens gradually over time.
- e. Mechanical, electrical, electronic or computer equipment failing, breaking down or breaking.
- f. Damage to **your** tyres caused by braking, punctures, cuts or bursts.
- g. **Your car** losing **market value** after it has been repaired, or any other loss of value.
- h. Loss or damage as a result of someone using deception to take **your car**, for example by claiming to be a buyer or agent.
- i. **Your car** being repossessed by its rightful owner or the cost of any compensation **you** have to pay to the rightful owner.
- j. Loss or damage if **your car** is being driven by anyone who is not keeping to the terms of their driving licence.
- k. Any amount that is more than the manufacturer's last list price for replacing any parts or **accessories** that are lost or damaged.

- l. Loss or damage to **your car**:
 - while the keys (or other devices which unlock **your car**) have been left in or on **your car**;
 - while **your car** is unlocked and **unattended**;
 - while the sunroof, a car window or the convertible roof has been left open;
 - while any security device fitted to **your car** is not working when **your car** is left **unattended**.
- m. Repairs or replacements which improve the condition of **your car**.
- n. Loss or damage to **your car** caused deliberately or intentionally by anybody insured by this policy, which may include driving through a body of water or flood.
- o. **Your car** being confiscated or destroyed by, or under the order of, any government or a public or local authority.
- p. Loss or damage to **your car** when **your car** is taken or driven without **your** permission by **your partner**, a member of **your** immediate family, a person living in **your** home or anyone **you** know, unless **you** report that person to the police for taking **your car** without **your** permission and help the police in bringing a prosecution.
- q. Costs of importing parts or **accessories**, or storage costs caused by delays, if the parts or **accessories** are not available from current stock in the UK.
- r. Damage to **your car** if **you** or any person insured to drive it (as shown on **your** current **certificate of motor insurance**) is charged with an offence related to alcohol or drugs (including prescription drugs) or whose driving was impaired through the use of alcohol or drugs (including prescription drugs), when the accident happened.
- s. Loss or damage to **your car** as a result of racing or while **your car** is being used in any rallies.
- t. Loss or damage to any trailer or caravan when it is being towed by or is attached to **your car**.
- u. Loss or damage to **your car** caused by the wrong type or grade of fuel being used.
- v. Any non-standard parts (modifications) or manufacturer's optional extras, unless **you** have told **us** about these and **we** have agreed to cover them. (If **you** have not told **us** about any modifications or manufacturer's optional extras that **your car** has and **you** make a claim, **we** will only pay the cost of replacing parts that are needed in order for **your car** to meet the manufacturer's standard specification.)
- w. Loss or damage to **your car** as a result of malicious damage, vandalism, theft or arson, if **you** have not reported the incident to the police.
- x. Loss or damage caused by frost, unless **you** have followed the manufacturer's instructions to avoid liquid freezing in **your car**.

How we settle claims

For loss of or damage to **your car**, **we** will decide how to settle **your** claim. **We** will either:

- pay for any repairs that are needed;
- replace **your car**; or
- pay **you** a cash amount equal to the cost of the loss or damage or the **market value** of **your car**.

We will not pay a cash amount for audio-visual equipment **you** are claiming for. **We** will settle a claim for audio-visual equipment by repairing it or replacing it with a similar piece of equipment.

Repairs

Our approved repairers may use recycled parts or non-original parts and equipment when carrying out repairs, or **we** may use the cost of recycled parts or non-original parts and equipment when working out any cash amount **we** will pay to settle a claim.

We will also pay reasonable costs to take **your car** to the nearest suitable **approved repairer** or storage place and, where appropriate, return it to **your** address after it has been repaired.

Replacing your car with a new car

If it is less than one year since the date **your car** was first registered, and **your car** is:

- stolen and not recovered; or
- damaged and **we** estimate it would cost more than 60% of the manufacturer's current retail price (including taxes) to repair it;

we will (if **you** and any other interested parties agree) replace it with a new car of the same make, model and specification as long as:

- **you** have owned **your car** since it was first registered as new;
- **your car** is not an import and was sourced and supplied as new in the UK; and
- the replacement car is available in the UK within six weeks from the time of the loss or damage.

If a car of the same make, model and specification is not available, **we** will not give **you** a new car. Instead, **we** will pay **you** the **market value** of **your car** (including any **accessories**) at the time of the loss or damage, less any **excess** that applies. (Please note, the **market value** **we** use may not necessarily be the value **you** declared when taking out the insurance.)

If your car is a total loss (is written off)

If **we** decide not to repair **your car**, **we** will assess its current **market value**, and then pay **you** this amount to settle the claim (less any **excess** that applies). **We** calculate the **market value** by looking at how much it would cost to replace **your car** with a vehicle of a similar mileage, age and model. **We** will also take account of the condition of **your car** before the accident.

If **your car** is a total loss (is written off) **your** policy will cease immediately without refund from the point the vehicle is declared a total loss. At **our** discretion, **we** may allow **your** policy to continue for an agreed period.

If **you** do not own **your car**, **we** will make any payment to the legal owner, instead of to **you**.

If **you** are still paying for **your car** under a hire-purchase or leasing agreement, **we** may pay off the finance first and then pay any remaining balance from the **market value** to **you**. If the **market value** of **your car** is less than the amount **you** owe under the agreement, **you** may have to pay the difference.

Once **we** have paid out the **market value**, **your car** will belong to **us**, so if it has a private registration number that **you** want to keep, **you** must let **us** know.

If **your car** is a total loss, **we** may put it in safe storage until **we** settle **your** claim. There is no extra charge for this.

Costs you may be liable for

- If **your car** is a total loss and **we** settle **your** claim by paying the **market value**, and **you** do not replace **your car**, **you** will have to pay **your** full premium for the year. This means that **you** will still have to continue paying **your** direct debits until **you** have paid the premium in full. If **you** paid the full year's premium at the start of **your** policy, **we** will not refund any of it. **We** may take any unpaid premium from the amount **we** pay to settle **your** claim.
- If **we** do not accept **your** claim under this policy, **you** may have to repay any costs **we** have already paid. These may include, but are not limited to, engineers' fees, vehicle-recovery charges and vehicle-storage charges.

Section 3: Liability to third parties

What is covered?

1) Cover provided for you

We will cover **you** if **you** have an accident which results in **you** being legally liable for:

- death of or injury to any person;
- damage of up to £20,000,000 in value to somebody else's property (including any related indirect loss or damage), plus all legal costs and expenses of up to £5,000,000, for any one claim or series of claims caused by one incident;

if this is caused by:

- **you** using or being in charge of **your car**; or
- **you** using **your car** to tow any single trailer, broken-down vehicle or caravan that is attached to **your car**, as long as **you** are allowed to tow the trailer, vehicle or caravan by law and **you** are not towing it for a profit.

2) Cover while you are driving other cars

This policy will provide the same cover as listed in 1) above, while **you** are driving any other car, if this cover is shown in **your certificate of motor insurance**, as long as:

- **you** do not own the other car (and **you** have the owner's permission to use it); or
- **you** have not hired the other car under a hire-purchase agreement; or
- the other car has not been leased to **you** under a leasing agreement; or
- the other car is not a **courtesy car** that has been provided to **you**; and
- **your** employer or business partner does not own and has not hired the other car.

We will not pay under this cover:

- for loss of or damage to the car **you** are driving;
- any claim if **you** are covered by any other insurance policy to drive the car;
- any claim if **you** do not have the owner's permission to drive the car;
- any claim if **you** are driving the other car outside the **territorial limits** of this policy;
- any claim unless there is a valid insurance policy in force for the car **you** are driving;
- for recovering any vehicle which has been seized by, or on behalf of, the police or a local authority; or
- any claim unless **you** still have **your car** and it has not been damaged beyond cost-effective repair.

3) Cover for other people using your car

If **you** ask **us** to, **we** will also provide the same cover as listed in 1) on the previous page for the following people.

- a. Any person driving **your car** with **your** permission (as long as **your certificate of motor insurance** shows that they are entitled to drive **your car**, and they have met the terms of this policy).
- b. Any person using (but not driving) **your car**, with **your** permission, for social or domestic purposes.
- c. Any passenger travelling in, or getting into or out of, **your car**.
- d. The employer or business partner of any person who is driving or using **your car** for their business, as long as **your certificate of motor insurance** shows **you** have the appropriate cover for business use.

4) Cover for legally appointed representatives

If anyone covered by this section dies while they are involved in legal action, **we** will give the same cover they had under this section to their legal representative.

5) Defence costs

If there is an incident that is covered by this section, and **we** give **our** written permission, **we** will pay for the reasonable legal costs and expenses to:

- a. represent **you** or anyone covered by this policy at any coroner's inquest, fatal-accident inquiry or court of summary jurisdiction; and
- b. defend a charge of manslaughter or causing death by dangerous, careless or inconsiderate driving.

6) Emergency treatment

We will also cover emergency-treatment costs **we** have to pay under the Road Traffic Act. If **we** make a payment for these costs only, this will not affect **your** no claim discount.

We don't cover the following under section 3.

- a. Any injury, loss or damage that happens when **your car** is involved in an incident as a result of a deliberate act by anybody insured by this policy, unless **we** must provide this cover under the Road Traffic Act.
- b. Death of or injury to anyone while they are working with or for the person who is driving **your car**, unless **we** must provide this cover by law.
- c. Loss of or damage to **your car** or any trailer, broken-down vehicle or caravan that is attached to it.
- d. Loss of or damage to property owned by or in the care of the person claiming under this section.
- e. Loss of or damage to property that is being carried in or on **your car** or is in a trailer or vehicle that is being towed by **your car**.
- f. Loss, damage or accidental injury that happens while **your car** is being used in any rallies.
- g. Death of or injury to any person who is driving **your car** or is in charge of it for the purpose of driving it.
- h. Anyone driving **your car** who **you** know does not hold a licence to drive **your car** or is disqualified from driving.
- i. **Your car** being driven by or in the charge of any person who is not named on **your certificate of motor insurance** as being allowed to drive it.
- j. Any person who has other insurance covering the same liability.
- k. Legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or parking offences.
- l. Any amount over:
 - £20 million for loss of or damage to other people's property, including any related indirect loss or damage; and
 - £5 million for legal costs and expenses arising from loss of or damage to other people's property; where the loss or damage arises from any claim or series of claims caused by one incident.

If there is any incident involving more than one person insured under this section, any limits within this policy, or any **endorsements** relating to the maximum amount **we** will pay, will apply to the combined amount of payments **we** make on behalf of all the people covered.

Section 4: Personal accident

What is covered?

If **you** (or **your partner**) are accidentally killed or injured while getting into, travelling in or getting out of **your car** (or any other car **you** do not own), **we** will pay **you** or **your** legal representatives the amount set out under 'How **we** settle claims' below if the accident results in:

- death;
- total and permanent loss of sight in an eye; or
- total physical loss of a limb at or above the ankle or wrist;

which happens within 90 days of the accident.

We don't cover the following.

- a. More than £10,000 for any one accident.
- b. Death or injury which happens while the driver is under the influence of alcohol or drugs.
- c. Death or injury caused by suicide or attempted suicide.
- d. Death or injury suffered by any person who was not wearing a seat belt at the time of the accident, if they have to wear one by law.
- e. Any claim if this policy is held in the name of a business.

If **you** (or **your partner**) have more than one policy with **us**, **we** will only pay out under one policy.

How we settle claims

For claims under this section, **we** will pay the following.

For death	£5,000
For total and permanent loss of sight in an eye	£5,000
For total physical loss of one or more limbs at or above the wrist or ankle	£5,000

If **we** pay a claim for death, **we** will pay this to the appropriate personal representative.

Section 5: Using your car abroad

1) Compulsory cover outside the territorial limits

This policy provides cover for **your** legal liability to others (the minimum cover required by law), so that **you** or any driver covered by this policy can drive or use **your car** in:

- any country which is a member of the European Union; and
- any other country which agrees to follow European Union directives on motor insurance and is approved by the Commission of the European Union.

2) Full policy cover outside the territorial limits

We will also provide comprehensive cover (as shown on **your schedule**) for any one trip of up to 90 days in the **period of insurance** while **you** (or any driver covered by this policy) are in:

- any country that is a member of the European Union; or
- the Channel Islands, the Isle of Man, Iceland, Norway, Switzerland, Liechtenstein, Andorra, Monaco, San Marino, Gibraltar or Serbia.

Your car is also covered while it is being transported by air, sea or rail between any of these countries, including while it is being loaded or unloaded.

If **you** want to use **your car** for more than 90 days for any one trip, before travelling **you** must contact **our** customer service department and check that **we** agree to this. **You** must also pay any extra premium **we** ask for. If **you** don't tell **us** beforehand, **we** will only provide the minimum cover required by the relevant law (liability for third parties). This means **you** would have no cover for any loss or damage to **your car**.

You are only covered under this section if:

- **your** permanent home is in the UK;
- **your car** is registered and normally kept in the UK; and
- **your** visit abroad is temporary.

What is not covered

If **your certificate of motor insurance** allows **you** to drive any other car, that cover does not apply abroad.

This policy does not cover incidents that happen in a country that is not listed in this section unless, before **you** leave, **we** agree in writing to provide cover and **you** pay any extra premium we ask for.

How we settle claims

If **you** make a claim under this section, **you** must provide evidence of **your** trip.

We will settle claims as set out in the **relevant section of cover in this booklet**.

If you have an accident while you are abroad, follow the procedure below.

1. Immediately report the accident to the police if anybody involved is injured or if there is a disagreement with the other driver. Get details of the police team who attended the scene or who the accident was reported to.
2. Give **your** name and address, and **our** name and address, to anyone else involved and show them **your certificate of motor insurance**.
3. Get the name and address of the other driver, details of their motor insurer (including their policy number) and the registration number and owner's details for any other vehicles involved. In some countries (such as Greece, Portugal, Italy and France) vehicles have to display the insurer's name on a disc in the windscreen.
4. Call the claims helpline number on +44 800 953 1114 as soon as possible.
5. Never make any statement or sign any document without first getting advice from a lawyer or competent official.
6. If **you** have a camera, take photographs showing the layout of the scene and positions of the vehicles from various angles.

Section 6: Medical expenses

What is covered?

If **you** (or anyone in **your car**) are injured in an accident involving **your car**, **we** will pay for emergency medical expenses **we** are required to pay under the Road Traffic Act, up to £250 per person.

Section 7: Personal belongings

What is covered?

We will cover personal belongings which are in **your car** and are lost or damaged as a result of an accident, fire or theft.

The most **we** will pay is £300 for any one claim.

We don't cover the following.

- Money (including credit cards and debit cards), stamps, tickets, documents or securities.
- Jewellery.
- Goods, samples or tools carried in connection with any trade or business.
- Wear and tear.
- Belongings that are insured under any other policy.
- Loss of or damage to laptops, mobile phones, tablets or satnavs.
- Theft or attempted theft of personal belongings if **your car** has been left unlocked, left with the keys in it or left with a window, sunroof or convertible roof open.
- Any items that are stolen from **your car** unless they are kept out of sight in the locked boot or glove compartment.
- Any claim where the keys (or other device needed to unlock **your car**) are left in or on **your car**.

How we settle claims

We will pay the cost of the item, less an amount to allow for wear and tear, to **you** or the owner of the item **you** are claiming for.

We may need evidence to support **your** claim, or may need to see the damaged item.

Section 8: Windscreen and glass damage

What is covered?

We will pay for:

- broken glass in the windscreen or windows of **your car**, including the costs of recalibrating **your** windscreen to make sure any driver-assist technology (for example, sensors and cameras to help with safety) is working properly; and
- any scratching to **your car**'s bodywork as a result of the broken glass.

We don't cover the following.

- The **excess** shown for this section on **your schedule**. (**You** must pay the **excess** direct to the glass company carrying out the work.)
- Sunroofs, panoramic roofs or panoramic sunroofs.

How we settle claims

We can choose whether to:

- pay for the glass to be repaired;
- pay for the glass to be replaced; or
- pay up to the **market value** of the vehicle (if this is less than the cost of repairing or replacing the glass).

If **you** do not use **our** approved glass company when making a claim under this section, the maximum amount **we** will pay will be the amount it would cost **us** to use **our** preferred supplier.

Any payment **we** make under this section alone will not affect **your** no claim discount.

Section 9: No claim discount

1) No claim discount

When **you** renew this policy **we** will give **you** a no claim discount on **your** premium if **we** do not receive any claims during the current **period of insurance**. **You** cannot transfer this discount to another person.

Any payment **we** make under **section 8 (windscreen and glass damage)** or for emergency treatment under **section 3 (liability to third parties)** will not affect **your** no claim discount.

If **you** do make a claim, **your** no claim discount will be reduced. See table below:

No claim discount at the start of your current period of insurance	Your no claim discount at the start of renewal if you make...		
	0 claims	1 claim	2 claims
0 years	1 year	0 years	0 years
1 year	2 years	0 years	0 years
2 years	3 years	0 years	0 years
3 years	4 years	1 year	0 years
4 years	5 years	2 years	0 years
5 or more years	6+ years	4 years	2 years

2) If you have chosen to protect your no claim discount

The following cover will only apply if it is shown on **your schedule**.

Protecting **your** no claim discount means that **your** no claim discount will not be reduced if **you** make a claim.

If **you** make no more than two claims where **you** are at fault (fault claims) in any three-year period, **your** no-claims discount will not change at renewal (this means it will stay at the same level).

If **you** make three or more fault claims in any three-year period, at the next renewal date **we** will reduce **your** no claim discount to:

- two years' no claim discount (if **you** have made three fault claims); or
- zero (if **you** have made more than three fault claims).

Depending on the circumstances of **your** claim, **we** may increase **your** premium.

Section 10: Uninsured driver promise

What is covered?

If **you** are involved in an accident and the driver of the vehicle that hits **you** is not insured, **you** will not lose **your** no claim discount or have to pay any **excess**, as long as:

- **we** can be sure that the accident was not **your** fault; and
- **you** tell **us** the make, model and registration number of the vehicle that caused the damage to **your car** and, if possible, the other driver's name and address.

Section 11: Vandalism promise

If **you** make a claim as a result of vandalism that is a malicious and deliberate act, **you** will not lose **your** no claim discount, as long as:

- **you** pay the **excess**;
- **you** report the incident to the police and send us **your** crime reference number (if the vandalism was committed by someone who is named on **your** policy, **you** must still report it and help the police with their prosecution); and
- **we** are satisfied that the damage is the result of vandalism.

Section 12: Child-seat cover

What is covered?

If **you** have a child's car seat or booster seat fitted in **your car** and **your car** is involved in an accident that is covered by this policy, **we** will pay to replace the car seat with one of a similar model and standard. **We** will do this even if there is no obvious damage to the car seat.

You must allow **us** to inspect the car seat or booster seat if **we** ask to do so.

Section 13: Overnight accommodation and onward travel following a claim

What is covered?

If **we** have accepted a claim for loss of or damage to **your car** under **sections 1 or 2 (accidental damage to your car)** of this policy and **you** cannot continue **your** journey as a result of this loss or damage, **we** will either:

- pay travel expenses for **you** and **your** passengers to get back home or to any other destination in the UK; or
- pay for overnight accommodation if **you** can't complete **your** journey until the next day.

The maximum **we** will pay is up to £100 per person (£400 in total for everyone who was in **your car** at the time of the loss or damage).

You will have to pay for the accommodation or travel expenses yourself and send **us** receipts so that **we** can pay **you** back. **We** will not pay for items such as newspapers, drinks, phone calls and meals.

This cover will not apply outside the **territorial limits**.

Section 14: Hire car benefit

What is covered?

If **you** have an accident with another known driver, **we** will hire for **you** a like-for-like car for the time it takes to repair **your car**, as long as:

- **we** consider that the accident was not **your** fault; and
- the other driver has valid motor insurance.

Cancellation

You can cancel this policy for any reason, at any time, by contacting **us**.

Phone	0330 0600 602
Email	motor@policyexpert.co.uk
In writing	Policy Expert Maxim 10 12 Parklands Avenue Holytown Motherwell ML1 4WQ

Our refund policy

If **you** cancel this policy:

- before it starts, **you** will receive a full refund.
- after it starts, and **you** haven't made a claim, **you** will receive a pro-rata refund.
- after **you** have made a claim, **you** will not receive a refund.

See **our** cancellation fees below for any charges that may apply.

If **you** pay monthly and cancel **your** policy after **you** have made a claim **you** will have to pay **us** the outstanding premium for the **period of insurance**.

Our right to cancel your policy

We have the right to cancel **your** policy for any valid reason. If **we** cancel **your** policy, **we** will give **you** seven days' written notice telling **you our** reason for cancelling. If **you** have committed fraud the policy will end without notice from the time of the fraudulent act.

If **you** have made a claim or if **your** policy is cancelled due to fraud **you** will not receive a refund, and if **you** pay monthly **you** will need to pay **us** any outstanding premium for the **period of insurance**.

Any additional products (e.g legal assistance) will be cancelled at the same time.

Here are some examples of valid reasons why **we** might cancel this policy.

- We** have not been able to collect a premium from **you** or **your** credit agreement is cancelled. In these circumstances, **we** will contact **you** asking **you** to pay by a certain date. If **you** do not pay by that date, **we** will cancel **your** policy immediately and will let **you** know **we** have done this. **We** may refuse **your** claim or take any premium **you** owe **us** from any claim payment **we** make to **you**. This may mean that **we** pay any claim **we** have to pay under this policy to a third party (for example, someone whose car **you** have damaged), but recover the full amount **we** have paid direct from **you**.
- You** tell **us** about a change in **your** circumstances which results in **us** no longer wanting to provide cover.
- You** refuse to give **us** reasonable access to **your** car when **you** have made a claim.
- If **you** fail to inform **us** of an incident. **You** have a legal obligation to tell us of any incident whether or not it gives rise to a claim.

- e. **You** fail to co-operate with **us**, or send **us** information or documents, and this significantly reduces **our** ability to process **your** policy or any claim **you** make.
- f. **We** are prevented from providing cover under this policy by a law or for any other reason.
- g. **You** break any of the general conditions set out in this policy, for example, **you** do not take reasonable care of **your** car.
- h. **You** use threatening or abusive behaviour or language, or intimidate or bully **our** staff or suppliers.

Our cancellation fees

If **your** policy is cancelled for any reason, **you** will be charged a cancellation fee. The cancellation fee is less if **your** policy is cancelled within the first 14 days of purchase (known as the cooling off period). All fees are listed on **our** website at www.policyexpert.co.uk/terms-and-conditions/.

Complaints procedure

How to make a complaint

We aim to give **you** the best possible service, but if **you** have any questions or concerns about this insurance or the way **we** have handled **your** claim, **you** should follow the complaints procedure set out below. Please quote **your** policy number whenever **you** contact **us**, as this will help **us** provide a quick and efficient response.

If **your** complaint is about **your** policy or the way the policy was sold to **you** please contact **us**.

Email: motor-complaints@policyexpert.co.uk
Phone: 0330 0600 602 (customer service helpline)
Write to: Customer Relations Department, Policy Expert, Maxim 10, 12 Parklands Avenue, Holytown, Motherwell, ML1 4WQ

If **your** complaint is about the way **your** claim was handled, please contact **our** claims management service, Trinity Claims.

Email: customer.relations@trinityclaims.co.uk
Phone: 0330 0600 633
Write to: Customer Services Manager, Trinity Claims, PO Box 568, Tonbridge, Kent, TN9 9LT

We aim to deal with all complaints within three working days of receiving them. If this is not possible, **we** will acknowledge **your** complaint within five working days. **We** will try to send **you** a final response within four weeks of receiving **your** complaint, but if **we** are not able to do this, **we** will send **you** an update and aim to send **you** a final response within eight weeks.

If **you** are not satisfied with the way **we** have dealt with **your** complaint, or more than eight weeks have passed since **we** received **your** original complaint, **you** can refer **your** complaint to the Financial Ombudsman Service. **You** must do this within six months of receiving **our** final response letter.

The Financial Ombudsman is an impartial complaints service, which is free for customers to use. Taking **your** complaint to the Financial Ombudsman does not affect **your** right to take **your** dispute to the courts. For more details on how the Financial Ombudsman Service can help **you**, visit their website at www.financial-ombudsman.org.uk.

Email: complaint.info@financial-ombudsman.org.uk
Phone: 0800 023 4567
Write to: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR

Important note: the Financial Ombudsman Service can only consider **your** complaint if **you** have already given **us** the opportunity to deal with it.

Office of the Arbiter for Financial Services

If one of **your authorised insurers** is registered in Malta, **you** may also be able to refer **your** complaint to:

Office of the Arbiter for Financial Services, Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta, telephone (+356) 212 49245, if **you** are not satisfied with **our** final response or **we** have not responded within fifteen (15) days. **You** will have to pay EUR 25.00 at the time of making **your** complaint to the Arbiter to use this service.

About the Office of the Arbiter for Financial Service

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

Regulatory information

Your insurers

We have arranged this insurance with the following **authorised insurers**.

Accredited Insurance (Europe) Limited - UK Branch

Authorised and regulated by the Malta Financial Services Authority. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protection may differ from those for firms based in the UK.

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

Accredited Insurance (Europe) Limited - UK Branch has a principal place of business at 71 Fenchurch Street, London, EC3M 4BS. UK Companies House registered no. BR21362.

Bridgehaven Specialty UK Limited

Bridgehaven Specialty UK Limited is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority (FRN: 978895). Bridgehaven Specialty UK Limited's registered office is at 70 Gracechurch Street, London, EC3V 0HR. UK Companies House registered number: 12782688.

Insurer liabilities

Each of **our authorised insurers** is liable for only the proportion of liability they have underwritten. None of **our authorised insurers** is responsible for any liability underwritten by any other of **our authorised insurers** under any circumstances.

Financial Services Compensation Scheme

Our authorised insurers are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of insurance and the circumstances of the claim. Compulsory insurance, such as third-party motor insurance, is covered for 100% of the claim.

You can get more information about the compensation scheme arrangements from the FSCS (www.fscs.org.uk).

Protecting your personal information

The details provided here are a summary of how **we** and **our authorised insurers** collect, use and store **your** information.

If **you** would like to read **our** full privacy policy, please visit **our** website at www.policyexpert.co.uk/privacy-policy. Or **you** can contact **our** Data Protection Officer at QMetric Group Limited, 110 Bishopsgate, London, EC2N 4AY.

If **you** would like to read Accredited Insurance (Europe) Limited - UK Branch's full privacy policy, please visit www.accreditedinsurance.com/privacy-notice-europe-uk. Or **you** can contact their Data Protection Officer at 71 Fenchurch Street, London, EC3M 4BS.

If **you** would like to read Bridgehaven Specialty UK Limited's full privacy policy, please visit www.bhvn-ins.com/privacy-policy. Or **you** can contact their Data Protection Officer at 70 Gracechurch Street, London, EC3V 0HR.

Collecting your information

When **you** ask **us** about or buy insurance cover, or make a claim, **we** will ask **you** to provide personal information to **us** and **our authorised insurers**. **We** also collect information about **you** from other sources, including information about how **you** interact with **our** websites, and publicly available information about **you** (and **your** family, if provided). This includes details of claims made by **you** or named drivers and information from industry sources such as the Claims and Underwriting Exchange and Motor Insurance Database (managed by the Motor Insurance Bureau).

Using your information

The main reason **we** collect **your** personal information is because **we** need to provide the appropriate insurance cover to **you**.

We will process **your** information fairly for the purposes of carrying out a contract, keeping to certain legal obligations **we** have, and for legitimate business reasons allowed by data-protection law, including managing **your** policy, managing claims, preventing fraud and to allow **us** to provide selected marketing communications.

Sharing your information

We may share the information **you** provide with a number of other interested organisations. This may include other insurers, regulators, industry bodies, public authorities, and fraud-prevention and credit-reference agencies.

Keeping and storing your information

We'll only keep **your** information for as long as is necessary to provide **our** products and services and to meet **our** legal and regulatory obligations. **Our authorised insurers** may sometimes use providers and organisations outside the UK or European Economic Area (EEA) to help manage insurance policies.

Although some countries outside the EEA do not provide the same level of data protection as the UK, **our authorised insurers** will always make every reasonable effort and take any required legal steps to make sure **your** personal information is properly protected.

We may monitor and record communication with **you** (such as phone calls and emails) for quality-control, training and fraud-prevention purposes, and to make sure **we** are keeping to all regulations that apply.

Your rights

You have a number of rights relating to the information **we** hold about **you**. These include accessing **your** information, updating **your** information, restricting the processing of **your** information and unsubscribing from marketing communications.

Full details of **your** rights are set out in **our** privacy policy and the privacy policies of **our authorised insurers**.

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

Claims and Underwriting Exchange Register (CUE)

Insurers and their agents share information with each other through the Claims and Underwriting Exchange Register, run by the Motor Insurance Bureau (MIB).

When **we** deal with **your** request for insurance, **we** may search the register. When **you** tell **us** about an incident which may or may not lead to a claim, **we** will pass information about the incident to the register. The aim is to help **us** to check information provided and to prevent fraudulent claims.

It is a condition of buying and renewing **your** policy that **you** agree to **us** giving the MIB information from **your** application form about any incidents **you** tell **us** of.

Money Laundering Regulations and Proceeds of Crime Act

You agree to provide any evidence and information about **your** identity, and the identity of **your partner** or any named driver that **we** and **your authorised insurers** may reasonably ask for in order to meet **our** obligations under Money Laundering Regulations and the Proceeds of Crime Act. If **we** become aware of or suspect financial crime, **we** must report this to the National Crime Agency or the appropriate law-enforcement agencies (or both) as soon as possible.



Legal assistance

(Included with your Gold policy)

Need to make a claim?

0800 953 1114

If you're calling from outside of the
UK, please call 00 44 800 953 1114.

Introduction and important information

This policy is a contract of insurance between **you** and **us**. It is made up of this booklet and the **schedule** that **we** have issued to **you**. **We** agree to provide cover in line with the terms and conditions set out in this policy.

You agree to pay the premium for the **period of insurance** and to keep to the conditions of the policy. **You** have the right to cancel any cover **you** have bought. **You** can do this at any time during the **period of insurance**.

If **you** want to cancel or change **your** policy, please contact **us** on **0330 0600 602**.

How we can help

If **you** are involved in a **road accident** which is not **your** fault, **we** will try to recover **your uninsured losses** from the person who caused the accident. **Our** service includes providing advice and negotiating with **your opponent**. **We** also provide **you** with extra cover for circumstances that may not have arisen from a **road accident**. For more details, see the '**Your** policy cover' section.

Your insurers

We, Policy Expert, have arranged this insurance with **our authorised insurers**.

Policy Expert is a trading name of QMetric Group Limited, who are authorised and regulated by the Financial Conduct Authority (FCA). FCA registered number: 529506. Visit www.fca.org.uk for more information.

Motor legal advice line

You have access to a UK legal advice helpline. It provides confidential legal advice on any legal matter relating to the use of **your vehicle** (for example, a private vehicle sale). There are no consultation fees and lines are open 24 hours a day, 365 days a year.

Call **us** on **0330 0600 683**.

How to claim

Please call the Helpline Service on **0800 953 1114**.

Please note, **you** must report any possible claims as soon as possible. The Helpline Service will guide **you** through the claims process and, where appropriate, put **you** in contact with the appropriate specialist to handle **your** claim.

We have designed this Policy Expert Motor Legal Assistance policy booklet carefully to help **you** understand the cover **we** will provide.

Please take the time to read the policy and make sure that the cover meets **your** needs. If **you** want to change anything or if there is anything **you** do not understand, please contact **us**.

Definitions

The following definitions have the same meaning wherever they appear in **your** policy or **your** policy **schedule**. They will always appear in bold font.

Authorised insurers

The panel of insurers that **we** have arranged this insurance with.

You only need to contact **us** about **your** insurance, and **we** will arrange everything with the authorised insurers on **your** behalf.

Details of **our authorised insurers** can be found in the Regulatory Information section of this booklet.

Authorised professional

The solicitor, barrister, legal adviser or claims handler **we** have appointed and approved under the terms and conditions of this policy to represent an **insured person** and protect their interests.

Car insurance policy

The insurance policy issued for a motor vehicle for the **period of insurance**.

Claim limits

The total amount **we** will pay within any one **period of insurance** is £100,000 (including VAT).

Indirect losses

Loss or damage which is not directly associated with the incident that caused **you** to claim, unless **we** tell **you** otherwise in this policy.

Insured person

- **You**
- Any person driving the **insured vehicle** with **your** permission (as long as they are named in **your** certificate of motor insurance).

Insured vehicle

The private motor vehicle specified in **your car insurance policy**, including any caravan or trailer while it is being legally towed.

Legal costs

Legal fees and costs reasonably and proportionately charged by the **authorised professional** for **your** legal action and agreed with **us**.

This includes disbursements and **your opponent's** costs which **you** must pay under a court order.

Legal costs will include VAT if this cannot be claimed back.

Legal costs do not include:

- any shortfall in costs between those allowed by the courts or set out in relevant legislation and those charged by the **authorised professional**; and
- any legal fees, expenses, disbursements or costs which are only due because **you** have entered into a damages-based or conditional fee agreement.

Opponent

The third party responsible for the **road accident** which has led to an **insured event** under this policy. This is the person **you** want to take legal action against.

Period of insurance

The period shown in **your schedule** which **we** agree to provide cover for, as long as **you** have paid the full premium to **us**. If **you** or **we** cancel the policy, the **period of insurance** ends on the cancellation date.

Plea of mitigation

A statement that is read to the court after **you** have pleaded guilty or admitted an offence. It explains why **you** committed the offence and aims to result in a reduced punishment (for example, a smaller fine).

Road accident

Any accident or collision which happens during the **period of insurance**, involving an **insured person** or the **insured vehicle**, which someone else is to blame for, and which results in:

1. the death of or injury to an **insured person** while they are in, on or getting into or out of the **insured vehicle**;
2. damage to the **insured vehicle**; or
3. damage to any personal belongings in or on the **insured vehicle** that belong to an **insured person**.

Schedule

The document which forms part of **your car insurance policy** and contains **your** name, confirmation of **your** cover, details of the motor vehicle this cover relates to, and the cover **you** have selected.

Standard cost basis

The level of **legal costs** that **we** would normally have to pay if **we** used **our** nominated **authorised professional**.

Territorial limits

For **uninsured loss** recovery claims, this is the UK, any country which is a member of the European Union and any country which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.

For all other claims, this is the UK (England, Scotland, Northern Ireland and Wales).

In every case, the legal action must be brought in the UK.

Uninsured losses

Any losses which **you** cannot recover under **your car insurance policy**, which arise directly out of a **road accident**.

This includes but is not restricted to:

1. compensation if an **insured person** is injured and compensation for their family if they are killed;
2. the policy excess due under **your car insurance policy**;
3. charges for essential alternative transport, including the cost of hiring a replacement vehicle while yours is being repaired;
4. compensation for **you** not being able to use the **insured vehicle**;
5. repair costs if **you** do not have comprehensive cover under **your car insurance policy**;
6. compensation for damage to an **insured person's** clothes, luggage or personal belongings; and
7. loss of earnings as a result of an accident.

Vehicle authority

Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency (DVA), and Parking and Traffic Appeals Service (PTAS).

Vehicle identity theft

The registration mark of the **insured vehicle** being used without **your** knowledge or permission to obtain goods or services, to commit motoring or parking offences, or to avoid paying congestion zone fees.

We, us, our

Policy Expert (a trading name of QMetric Group Limited), on behalf of our **authorised insurers**, and anyone we appoint to represent us.

You, your

The person named as the policyholder on the **schedule**, who has a **car insurance policy** held under their name.

General conditions

1. Conditions you must meet

You must do the following in order for this insurance to be valid.

- a. Keep to the terms and conditions of this policy.
- b. Have a valid **car insurance policy** in force at the time of the **road accident** and meet all obligations under that policy.
- c. Take all necessary steps to keep any amount **we** have to pay as low as possible.
- d. Try to prevent anything happening that may cause a claim.
- e. Co-operate with **us** and respond as soon as possible in all matters relating to a claim. **You** must, at **your** own expense, give **us** and the **authorised professional** any evidence, documents and information **we** need to investigate the claim.
We are entitled to ask the **authorised professional** for any information, forms, copies of documents, reasons for any advice they have given, or correspondence relating to the matter. **You** must give the **authorised professional** any instructions they need in order to give **us** these.
- f. Attend court or an examination by an expert if **you** are asked to do so.
- g. Not deliberately mislead **us**, exaggerate the claim or make a false claim.
- h. Not admit liability for, or negotiate or agree to settle, a claim without **our** agreement.
- i. Not withdraw from any legal action unless **you** have **our** permission to do so. If **you** withdraw, **you** must then pay back to **us** any costs **we** have paid.
- j. Take every step to recover from **your opponent** any **legal costs we** have to pay, and pay **us** any **legal costs** that **you** do recover.

If **we** have agreed to cover legal proceedings, **we** will instruct **our** nominated authorised professional. Or **you** can nominate **your** own lawyer. To do this, **you** must make **your** request in writing to **us**, and include the lawyer's name and address.

We need to be satisfied that the lawyer **you** have nominated can handle the claim before **we** will agree to this, and the lawyer must agree to **our** terms.

When choosing a lawyer, **you** must try to keep the cost of **your** claim to a minimum.

If **you** appoint a lawyer **you** must make sure that they are aware of the conditions of the policy and the policy limit.

The contract **we** enter into with the **authorised professional** or the lawyer **you** have chosen will set out the terms that they must keep to at all times, including their responsibility to report to **us** at various stages of the claim.

If **you** decide to choose **your** own lawyer, **you** will be responsible for any **legal costs** which are higher than **our standard cost basis**.

If there is any dispute over **your** choice of lawyer, **we** will ask **you** to nominate a different one. **You** cannot not change the lawyer or **authorised professional** without **our** consent.

2. Our rights in handling your claim

We can:

- a. prosecute or defend any claim in **your** name;
- b. try to settle the claim at a fair amount before the **authorised professional** is instructed or legal proceedings start (**we** will discuss this with **you** before going ahead with settling the claim in this way); and
- c. take legal action in **your** name to recover any payments **we** have made under this policy.

3. Important information and changes we need to know about

Under the Consumer Insurance (Disclosure and Representations) Act 2012, **you** must take reasonable care to give accurate and complete answers to all questions **we** ask when **you** take out, renew or vary this policy, and make sure that all information **you** give **us** is true and correct. **You** must tell **us**, as soon as possible, if there are any changes to the information **you** have given **us**.

If **you** do not give accurate and complete answers to all questions **we** ask when **you** take out this policy, or **you** don't tell **us** about a change to **your** information, this may mean that **your** policy is not valid and that it will not cover **you** if **you** want to make a claim.

If **you** deliberately, recklessly or fraudulently give **us** incorrect information, **we** will treat this policy as if it never existed, refuse all claims and, unless it would be unfair to do so, not return any premiums **you** have paid.

If **you** carelessly give **us** incorrect information, the following will apply.

If **we** would not have provided the policy on any terms if **you** had given correct information, **we** may treat the policy as if it never existed, refuse all claims and return any premiums **you** have paid.

If **we** would still have provided the policy but on different terms (except the terms which relate to the premium), **we** will treat the policy as if it had been entered into on those different terms. This might mean that **we** refuse any claims or reduce the amount we pay.

If **we** would have charged a higher premium, **we** will reduce the amount **we** pay for any claim **you** make. **We** will decide how much to pay by comparing the premium **we** actually charged with the premium **we** would have charged if **you** had not been careless in what **you** told **us**.

You must contact **us** if there is a change to **your** circumstances, for example:

- a. **you** change address;
- b. **you** are convicted of a criminal offence or receive a police caution; or
- c. another insurance provider refuses to provide insurance or cancels insurance **you** have taken out.

4. Fraud

You must not act in a fraudulent way. This means that **you** (or anyone acting for **you**) must not, for example:

- a. mislead **us** or **your authorised insurers** in any way in order to get insurance from **us**, to get a better deal or to reduce **your** premium;
- b. make a claim under this policy knowing the claim is false or exaggerated in any way;
- c. give **us** a document to support a policy or claim, knowing the document is forged or false in any way; or
- d. make a claim that relates to any loss or damage caused by something **you** have deliberately done or been involved in.

If **you** make a fraudulent claim **we** can:

- a. refuse to pay the claim;
- b. recover from **you** any amounts **we** have paid relating to the claim;
- c. treat the policy as having been cancelled from the time of the fraudulent claim;
- d. refuse to pay any other claim under this policy which relates to an event that happened after the fraudulent claim;
- e. not return any of the premiums **you** have paid under the policy; and
- f. report the matter to the police.

We have the right to recover from **you our** (or our representatives') costs in investigating any fraudulent claim.

If **you** deliberately give **us** false information when taking out, renewing or amending your policy, **we** can:

- a. treat the policy as if it never existed or the amendment as if it had not been made;
- b. refuse all claims;
- c. recover from **you** the amount of any claims **we** have already paid under this policy;
- d. keep any premium **you** have paid; and
- e. report the matter to the police.

5. Barrister's opinion

If **we** cannot agree over whether there is a reasonable chance (at least 51%) of a claim being successful, **you** must get an opinion from a barrister and must pay the costs involved in doing this. If **we** then agree to accept the claim, **we** will repay the costs of getting the barrister's opinion.

6. Premium payments

If **we** have not been able to collect a premium payment or **your** credit agreement is cancelled, **we** will contact **you** to ask for the payment by a specific date. If **you** do not pay by that date **we** will cancel **your** policy immediately and tell **you we** have done this. **We** will give **you** at least seven days' written notice if **we** intend to cancel **your** insurance because **we** have not received a payment that should have been made under **your** credit agreement.

We will not make a payment for any claim made under this policy unless **you** have paid the premium due to **us**.

If **you** pay **your** annual premium by monthly direct debit and **we** do not receive **your** monthly payments when they are due, **you** will not be able to make a claim.

7. Contracts (Rights of Third Parties) Act

Any person, company or business who is not named on this policy has no rights to enforce any terms or conditions of this policy. This will not affect any other rights that person, company or business has apart from under this act.

8. Renewal

During the month before **your** policy is due to end **we** will let **you** know by phone, letter or email if **we** are able to continue offering **you** insurance.

If **your** policy is not renewed, cover will stop at the end of the **period of insurance** shown in the **schedule**.

If **we** offer to renew **your** current policy, **we** may be able to arrange this using the payment details **we** already hold for **you** (unless **you** have told **us** otherwise). **We** refer to this as 'automatic renewal'. **We** will always tell **you** whether or not **we** intend to renew **your** cover automatically. **We** will do this before **we** take full payment. This does not affect **your** right to cancel this policy in line with **our** cancellation policy.

Our renewal offer will include the premium and any changes in the terms and conditions for the next period.

We do not have to accept any application **you** make to renew the insurance.

9. Governing law

This policy will be governed by the law of England and Wales and be subject to the jurisdiction of the courts of England and Wales.

10. Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Claims procedures and conditions

You must tell **us** as soon as possible if **you** need to claim under this policy. Call **our** Helpline Service on 0800 953 1114.

We will instruct **our authorised professional** to act for the **insured person** to take or settle any legal action that **we** have accepted in line with the terms and conditions of this policy.

- a. **We** can take over and manage any claim or legal proceedings at any time in **your** (or an **insured person's**) name. **We** can negotiate or settle any claim on **your** behalf.
- b. **You**, the **authorised professional** or **your** lawyer must tell **us** immediately in writing of any offer or payment that is made to settle the claim. **You** must get **our** written agreement before accepting or declining any such offer.
- c. If an **insured person** does not accept a sensible offer to settle a claim, **we** may refuse to pay further **legal costs**.
- d. **We** may decide to pay an **insured person** the amount that they are claiming, instead of starting or continuing legal proceedings.
- e. If an **authorised professional** refuses to continue to act for an **insured person**, or if an **insured person** no longer wants an **authorised professional** to act for them, the cover **we** provide will end at once, unless **we** agree to appoint another **authorised professional**. If an **insured person** stops a claim or legal proceedings without **our** agreement, or does not give suitable instructions to the lawyer, the cover **we** provide will end at once. The **insured person** will then have to repay **our legal costs**.
- f. If legal action relating to a claim can only be taken in Scotland or Northern Ireland, **we** will appoint a lawyer to act for the **insured person** in Scotland or Northern Ireland.
- g. **We** must give **our** written approval before an **insured person** goes ahead with any legal action.

General exclusions

This insurance does not cover claims, **legal costs**, loss, liability or any other amount arising directly or indirectly from the following.

1. Any claim **you** report to **us** more than 180 days after the date an **insured person** should have known about the insured incident.
2. An **insured event** which began or happened outside the **period of insurance**.
3. Claims or circumstances that **you** were aware of, or reasonably should have been aware of, before buying this policy.
4. Any charges or payments **you** receive or make before **we** accept the claim.
5. Any legal action an **insured person** takes which **we** or the **authorised professional** have not agreed to, or where the **insured person** does anything that hinders **us** or the **authorised professional** in taking legal action.
6. Any costs which arise from disputes between **you** and **us**.
7. Any **legal costs** involved in an appeal, unless **we** agreed to cover the original legal action. **We** will consider funding an appeal if **we** and the **authorised professional** agree that there is a reasonable chance (at least 51%) of it being successful, and if any costs involved are likely to be less than the value of any damages **you** are likely to receive if the appeal is successful.
8. Any claim if the **insured vehicle** was not in a roadworthy condition or didn't have valid vehicle tax or a valid MOT certificate (if this applies).
9. An application for judicial review.
10. Any **legal costs** of defending or pursuing new areas of law or test cases.
11. If an **insured person** is entitled to Legal Aid, any amount that is more than any income-based contribution they must pay towards **legal costs** (as assessed under the Crown Court means testing scheme).
12. Any claim where there is an allegation that the **insured person** was under the influence of alcohol or drugs (whether prescribed or otherwise) at the time they were driving the **insured vehicle**.
13. Any claim that arises from an incident that could be covered by **your car insurance policy**, but **your authorised insurers** avoid or cancel **your car insurance policy** or refuse to settle **your** claim.
14. Claims an **insured person** makes against any passenger who was in the **insured vehicle** at the time of the incident.
15. Claims which arise out of **you** using the **insured vehicle** for racing, rallies, trials, off-roading or competitions of any kind, or any use that is not allowed under **your car insurance policy**.
16. Any claim where, at the time of the incident, **you** or the driver of **your** car did not hold a valid driving licence.
17. If there is other insurance which covers the same loss, **we** will not pay more than **our** share of the claim.
18. Any losses that are covered under **your car insurance policy**.
19. Any costs, expenses or losses that arise as a result of any fraudulent, dishonest, deliberate or criminal act or intentional violence carried out by an **insured person**, or by any other person acting with an **insured person**.

20. Any claim relating to electronic data, including (but not limited to) a computer virus causing electronic data to be lost, destroyed, distorted, altered or otherwise corrupted. For the purposes of this policy, electronic data means facts, concepts and information stored in a form that can be communicated, interpreted or processed by electronic or electromechanical data processing, or other electronically controlled hardware, software and coded instructions for processing and presenting data, or directing and using such hardware.

For the purposes of this policy, computer virus means a set of corrupting, harmful, or otherwise unauthorised instructions or codes, whether these have been introduced maliciously or otherwise, which multiply themselves through a computer system or network.

21. Any claim that is directly or indirectly related to radiation, contamination by nuclear material, the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, or any device or weapon which uses atomic or nuclear fission or fusion or other similar reaction or radioactive force or matter.
22. Any claim that is directly or indirectly related to terrorism, as defined by the Terrorism Act 2000 and any amendments to that Act.

An act of terrorism includes any action (or preparation for or threat of any action) carried out by any person or group of people, whether acting alone or on behalf of or in connection with any organisation or government, that is designed to influence any political party or the government of any nation, or is taken for political, religious, ideological, or similar purposes, to intimidate the public or a section of the public of any nation, and which:

- a. involves violence against at least one person;
- b. involves damage to property;
- c. endangers the life of any person other than the person carrying out the action;
- d. creates a risk to the health or safety of the public (or a section of the public); or
- e. is designed to interfere with or disrupt an electronic system.

This policy also does not cover loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action taken to control, prevent, reduce the effects of, retaliate against or respond to any act of terrorism.

23. Any claim that is directly or indirectly related to war, civil war, invasion, acts of foreign enemies (whether war is declared or not), rebellion, revolution, violent uprising against a government, military or usurped power.

Your policy cover

We will pay **legal costs** up to the **claim limits** for any of the following insured events, if they happen in the **territorial limits** during the **period of insurance**.

We will provide this cover as long as **we** and the **authorised professional** agree that there is at least a 51% chance of **you** achieving a favourable outcome, and the costs of the legal action are less than the value of any damages that are likely to be awarded as a result.

The amounts shown below are the most **we** will pay per event.

1. Uninsured loss recovery

Following a **road accident**, we will pay **legal costs** of up to £100,000 (including VAT) to recover the **insured person's** uninsured losses from the person who was to blame for the accident.

We don't cover:

- a. stress or emotional injury.

2. Motor prosecution defence

We will pay **legal costs** of up to £10,000 (including VAT):

- a. to defend **you** if **you** are charged with a driving offence involving the **insured vehicle**; and
- b. to present a **plea of mitigation** when a court is deciding on the sentence for **your** motoring offence penalty. **We** will not pay for **pleas of mitigation** unless **we** and the **authorised professional** agree that there is at least a 51% chance of **you** achieving a favourable outcome.

We don't cover:

- a. parking offences.

3. Pothole damage

We will pay **your legal costs** of up to £10,000 (including VAT) to take action against the relevant local authority for compensation, if **your insured vehicle** has been damaged on a public road because of a pothole.

4. Illegal clamping and towing

We will pay **your legal costs** of up to £10,000 (including VAT) to take action to recover illegal clamping or towing fees relating to the **insured vehicle**.

We don't cover:

- a. the costs of defending or paying any costs relating to damage an **insured person** causes to the clamping device; or
- b. any **indirect losses**.

5. Unenforceable parking fines

We will pay **your legal costs** of up to £10,000 (including VAT) to appeal to a local authority or independent adjudicator against a parking fine that cannot be enforced by law.

6. Motor consumer dispute

We will pay **legal costs** of up to £10,000 (including VAT) to:

- a. pursue or defend any claim arising out of the sale, purchase, hire purchase or lease of the **insured vehicle**; and
- b. pursue or defend any claim relating to the **insured vehicle** being tested, serviced or repaired, if the amount is in dispute.

We don't cover:

- a. any dispute under £250.

7. Vehicle identity theft

We will pay **legal costs** of up to £10,000 (including VAT) to:

- a. remove any criminal or civil judgments that have been wrongly entered against **you**; and
- b. defend a motoring prosecution brought against **you**;

as a result of **vehicle identity theft**.

We don't cover:

- a. any costs, expenses or losses that are due to any fraudulent, dishonest or criminal act that an **insured person** or any other person acting with an **insured person**, or any person living with **you** has committed;
- b. any claims if **you** did not take reasonable precautions to prevent the **insured vehicle's** identity being stolen; or
- c. any **indirect losses**.

Vehicle identity theft claims conditions and procedures

If **you** discover the **insured vehicle's** identity has been stolen, **you** must do the following.

1. Contact the Helpline Service on 0800 953 1114.
2. Make sure **you** have the V5C vehicle registration certificate (log book).
3. File a police report within 12 hours of discovering the **vehicle identity theft**.
4. Tell the appropriate **vehicle authority** within 12 hours of discovering the **vehicle identity theft**.
5. Fill in and return any claim forms, including an authorisation for **us** to collect records and other necessary information (if this applies).
6. Send **us** copies of any demand notices, summonses, complaints, or legal papers **you** have received in connection with a loss as soon as possible.
7. Take all necessary action to prevent further damage.

You must contact the Helpline Service before **you** pay or agree to pay any costs. If **you** don't do this, **we** may refuse to pay **your** claim.

When **you** contact the Helpline Service, a dedicated claims handler will help identify the extent of the problem. They will offer advice and guidance, and help **you** to prepare documents to make sure the problem and any losses are kept to a minimum.

Cancellation

If **you** decide that, for any reason, this policy does not meet **your** insurance needs, **you** can cancel it at any time by letting **us** know.

Write to: Policy Expert
Maxim 10
12 Parklands Avenue
Holytown
Motherwell
ML1 4WQ
Phone: 0330 0600 602
Email: motor@policyexpert.co.uk

Our refund and fees policy

If **you** cancel this policy within 14 days of the date **we** issued it (the cooling-off period), as long as **you** have not made a claim, **you** will be entitled to a full refund of **your** premium and **you** will not be charged any fees. If **you** have made a claim, **we** will not refund any premium.

If **you** want to cancel **your** policy after 14 days:

1. **you** must pay the full premium and will not be entitled to a refund of any premium **you** have paid; and
2. if **you** pay **your** premium in instalments, **you** must pay any outstanding balance in full (**you** will have to pay extra charges if **you** delay making any payment that is due).

Our right to cancel your policy

We have the right to cancel **your** policy at any time if there is a valid reason for doing so (for example, if **you** haven't met one of the general conditions).

We will not cancel **your** policy without a valid reason and **we** will tell **you our** reason for cancelling the policy.

If **we** decide to cancel, **we** will send seven days' notice to **you** at the last email or postal address **we** have on file for **you**.

We will not give **you** notice if **you** have committed fraud.

As long as **you** have paid the premium in full, **you** will be entitled to a refund of any premium **you** have paid that relates to the period shown on the insurance documents that has not yet passed (unless **we** cancel **your** policy because of fraud).

Complaints procedure

How to make a complaint

We aim to give **you** the best possible service, but if **you** have any questions or concerns about this insurance or the way **we** have handled **your** claim, **you** should follow the complaints procedure set out below. Please quote **your** policy number whenever **you** contact **us**, as this will help **us** provide a quick and efficient response.

If **your** complaint is about **your** policy or the way the policy was sold to **you** please contact **us**.

Email: motor-complaints@policyexpert.co.uk

Phone: 0330 0600 602 (customer service helpline)

Write to: Customer Relations Department, Policy Expert, Maxim 10, 12 Parklands Avenue, Holytown, Motherwell, ML1 4WQ

If **your** complaint is about the way **we** have handled **your** claim, please contact Trinity Claims.

Email: customer.relations@trinityclaims.co.uk

Phone: 0330 0600 633

Write to: Customer Services Manager, Trinity Claims, PO Box 568, Tonbridge, Kent, TN9 9LT

We aim to deal with all complaints within three working days of receiving them. If this is not possible, **we** will acknowledge **your** complaint within five working days. **We** will try to send **you** a final response within four weeks of receiving **your** complaint, but if **we** are not able to do this, **we** will send **you** an update and aim to send **you** a final response within eight weeks.

Financial Ombudsman Service

If **you** are not satisfied with the way **we** have dealt with **your** complaint, or more than eight weeks have passed since **we** received **your** original complaint, **you** can refer **your** complaint to the Financial Ombudsman Service. **You** must do this within six months of receiving **our** final response letter.

The Financial Ombudsman is an impartial complaints service, which is free for customers to use. Taking **your** complaint to the Financial Ombudsman does not affect **your** right to take **your** dispute to the courts. For more details on how the Financial Ombudsman Service can help **you**, visit their website at www.financial-ombudsman.org.uk.

Email: complaint.info@financial-ombudsman.org.uk

Phone: 0800 023 4567

Write to: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR

Important note: the Financial Ombudsman Service can only consider **your** complaint if **you** have already given **us** the opportunity to deal with it.

Arbitration

If there is a dispute between **you** and **us**, if **you** and **we** both agree, it may be referred to an arbitrator, who will be either a solicitor or a barrister.

If **we** cannot agree with **you** on the choice of arbitrator, the Law Society will nominate one.

You and **we** must keep to the arbitrator's decision, which is binding and is carried out under the Arbitration Act.

The side that loses the arbitration must pay all the costs of the arbitration. If the decision is not totally in favour of either **you** or **us**, the arbitrator will decide how the costs are shared.

Office of the Arbiter for Financial Services

If one of **your authorised insurers** is registered in Malta, **you** may also be able to refer **your** complaint to:

Office of the Arbiter for Financial Services, Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta, telephone (+356) 212 49245, if **you** are not satisfied with **our** final response or **we** have not responded within fifteen (15) days. **You** will have to pay EUR 25.00 at the time of making **your** complaint to the Arbiter to use this service.

About the Office of the Arbiter for Financial Service

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

Regulatory information

Your insurers

We have arranged this insurance with the following **authorised insurers**.

Accredited Insurance (Europe) Limited - UK Branch

Authorised and regulated by the Malta Financial Services Authority. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protection may differ from those for firms based in the UK.

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

Accredited Insurance (Europe) Limited - UK Branch has a principal place of business at 71 Fenchurch Street, London, EC3M 4BS. UK Companies House registered no. BR21362.

Bridgehaven Specialty UK Limited

Bridgehaven Specialty UK Limited is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority (FRN: 978895). Bridgehaven Specialty UK Limited's registered office is at 70 Gracechurch Street, London, EC3V 0HR. UK Companies House registered number: 12782688.

Insurer liabilities

Each of **our authorised insurers** is liable for only the proportion of liability they have underwritten. None of **our authorised insurers** is responsible for any liability underwritten by any other of **our authorised insurers** under any circumstances.

Financial Services Compensation Scheme

Our authorised insurers are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

You can get more information about the compensation scheme arrangements from the FSCS (www.fscs.org.uk).

Protecting your personal information

The details provided here are a summary of how **we** and **our authorised insurers** collect, use and store **your** information.

If **you** would like to read **our** full privacy policy, please visit **our** website at www.policyexpert.co.uk/privacy-policy. Or **you** can contact **our** Data Protection Officer at QMetric Group Limited, 110 Bishopsgate, London, EC2N 4AY.

If **you** would like to read Accredited Insurance (Europe) Limited - UK Branch's full privacy policy, please visit www.accreditedinsurance.com/privacy-notice-europe-uk. Or **you** can contact their Data Protection Officer at 71 Fenchurch Street, London, EC3M 4BS.

If **you** would like to read Bridgehaven Specialty UK Limited's full privacy policy, please visit www.bhvn-ins.com/privacy-policy. Or **you** can contact their Data Protection Officer at 70 Gracechurch Street, London, EC3V 0HR.

Collecting your information

When **you** ask **us** about or buy insurance cover, or make a claim, **we** will ask **you** to provide personal information to **us** and **our authorised insurers**. **We** also collect information about **you** from other sources, including information about how **you** interact with **our** websites, and publicly available information about **you** (and **your** family, if provided).

Using your information

The main reason **we** collect **your** personal information is because **we** need to provide the appropriate insurance cover to **you**.

We will process **your** information fairly for the purposes of carrying out a contract, keeping to certain legal obligations **we** have, and for legitimate business reasons allowed by data-protection law, including managing **your** policy, managing claims, preventing fraud and to allow **us** to provide selected marketing communications.

Sharing your information

We may share the information **you** provide with a number of other interested organisations. This may include other insurers, regulators, industry bodies, public authorities, and fraud-prevention and credit-reference agencies.

Keeping and storing your information

We'll only keep **your** information for as long as is necessary to provide **our** products and services and to meet **our** legal and regulatory obligations. **Our authorised insurers** may sometimes use providers and organisations outside the UK or European Economic Area (EEA) to help manage insurance policies.

Although some countries outside the EEA do not provide the same level of data protection as the UK, **our authorised insurers** will always make every reasonable effort and take any required legal steps to make sure **your** personal information is properly protected.

We may monitor and record communication with **you** (such as phone calls and emails) for quality-control, training and fraud-prevention purposes, and to make sure **we** are keeping to all regulations that apply.

Your rights

You have a number of rights relating to the information **we** hold about **you**. These include accessing **your** information, updating **your** information, restricting the processing of **your** information and unsubscribing from marketing communications.

Full details of **your** rights are set out in **our** privacy policy and the privacy policies of **our authorised insurers**.

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

The background features large, abstract, organic shapes in vibrant pink and deep purple, creating a modern and dynamic feel.

Breakdown cover

(Included with your Gold policy)

Need to make a claim?

0344 809 9508

Assistance in the UK

Welcome

Please check **Your Policy Schedule** to ensure **You** have the level of cover **You** need and read the following to help **You** use the service.

Reporting a claim

Claims can be reported via **our** app or by calling **us**. **We** also offer an SMS text messaging service for accessibility purposes.

If **Your Vehicle** breaks down please call **Our** 24 hour Control Centre on:

0344 809 9508

If **You** are unable to make a connection, please contact **Us** on 01206 771778. If **You** are deaf, hard of hearing or speech impaired, please send a text message containing **Your** full name, policy number, **Vehicle** registration and policy postcode to 07537 404890.

Please check your **Optional Extras Policy Schedule** to make sure you have purchased this cover before calling.

Please have the following information ready to provide to **our rescue co-ordinator**, who will use this to validate your policy.

- **Your** return telephone number
- **Your** policy number and vehicle registration
- What has happened to **your vehicle**
- The location of **your vehicle** (including a postcode, GPS co-ordinates, or what3words)
- Whether **your vehicle** location will be accessible for a large truck
- **Your** preferred recovery operator, if **you** have one

When reporting **your claim**, please let **us** know if there are any circumstances which may affect the handling of **your claim**, such as if **you** are towing something, travelling with animals, in an area exposed to extreme weather conditions, or if any of **your passengers** have any special requirements **we** may need to take into consideration.

What to do when you breakdown

If **you** require the attendance of a **recovery operator**, **we** will contact **you** to advise which **recovery operator** will be attending and approximately how long they are expected to take. Where possible, please ensure **your** mobile phone is available to accept calls at all times in case **we** need to contact **you**.

You will need to be with the **vehicle** when the **recovery operator** arrives. If **you** would prefer not to wait with the **vehicle** or it is unsafe to do so, please inform **our rescue co-ordinator** who will arrange a call on approach, so **you** have sufficient time to return to the **vehicle**. It is **your** responsibility to guard **your** safety and abide by the rules of the Highway Code. Please advise **our rescue co-ordinator** if **you** feel it is not safe to remain within eyesight of the **vehicle**.

In the event of a **breakdown** on a motorway where **you** have no means of contacting **us** or are unaware of **your** location, please use the nearest SOS box and advise the Emergency Services of **our** telephone number, they will then contact **us** to arrange assistance. If the Police or Highways Agency are present at the scene, please advise them that you have contacted **us** and provide them with **our** telephone number to call **us** on **your** behalf.

Your cover

As shown on **Your Policy Schedule** Roadside assistance and recovery breakdown is included in your Gold policy.

Cover will apply for any **Breakdown** that happens during the **Period Of Insurance**.

1. Roadside Assistance and Recovery

a. Roadside and recovery

In the event of a **Breakdown** within the **Territorial Limits (UK)** which occurs more than a quarter of a mile radius/straight line from **Your Home Address** and during the **Period Of Insurance**, **We** will pay for a **Recovery Operator** to attend the **Breakdown** and where appropriate, spend up to 60 minutes to try and repair the **Vehicle**.

If, in the opinion of the **Recovery Operator**, they are unable to repair the **Vehicle** within 60 minutes at the roadside, **We** will:

Either:

- i. Pay for **Your Vehicle**, and the **Passengers** to be recovered to the nearest **Suitable Garage** which is able to undertake the repair.

Or:

- ii. If the above is not possible at the time or the repair cannot be made within the same working day, **We** will pay for **Your Vehicle**, and the **Passengers** to be recovered to **Your Home Address**, or if **You** would prefer and it is closer, **Your** original destination within the **Territorial Limits (UK)**.

Recovery of **Your Vehicle** and the **Passengers** required must take place at the same time as the initial **Callout** otherwise **You** will have to pay for subsequent **Callout** charges. If **Your Vehicle** requires recovery, **You** must immediately inform **Our Rescue Co-ordinator** of the address **You** would like the **Vehicle** taken to. Once the **Vehicle** has been delivered to the nominated address, the **Vehicle** will be left at **Your** own risk and no further recovery costs will be covered in relation to the claim.

b. Alternative Travel in the UK

In the event of a **breakdown** within the **territorial limits (UK)** which occurs more than 20 miles from the **home address**, **we** will pay up to £250 towards the reasonable cost of:

Either: standard class public transport tickets;

Or: an 'Economy' class hire car (including the costs of insurance and/or excess reduction fees)

To enable the **passengers** to complete one single journey to either your original destination or return to the **home address**.

This benefit shall only be provided where:

- The **vehicle** cannot be repaired within the same working day; and
- **you** opt to have **your vehicle** recovered to the nearest **suitable garage** to the **breakdown** location for repairs.

We will also pay up to £150 towards the reasonable cost of alternative transport for one person to return and collect the repaired **vehicle**.

This benefit is in place to assist with the movement of **passengers** only, it is not designed to cover the cost of hiring a van or commercial **vehicle**.

c. Emergency Overnight Accommodation in the UK

If **you** are eligible for the Alternative Travel benefit above but would prefer to stay overnight close to where the **vehicle** is being repaired, **we** will pay up to £150 for a lone traveller or £75 per person towards the reasonable cost of overnight accommodation including breakfast for the **passengers** whilst the **vehicle** is being repaired. **We** will also pay reasonable expenses for the **passengers** to travel to their Emergency Overnight Accommodation. The maximum payment under this Emergency Overnight Accommodation benefit is £500 per **claim**.

d. Keys

If **you** lose, break, or lock **your vehicle** keys within **your vehicle** within the **territorial limits (UK)**, **we** will pay the **callout** and mileage charges back to the **recovery operator's** base or **your** preferred destination if closer. All other costs incurred, including any **specialist equipment** needed to move the **vehicle** or secure storage costs will not be covered.

e. Misfuel Assist

In the event **your vehicle's** fuel tank is filled with the incorrect type of fuel within the **territorial limits (UK)**, **we** will pay up to £250 (inclusive of VAT) towards:

- a fuel drain and flush to be completed at the roadside; or
- the recovery of **your vehicle** and **passengers** to the nearest **suitable repairer** (within 20 miles) and their reasonable costs to drain and flush **your vehicle's** fuel tank; and
- 10 litres of correct fuel.

Occasionally misfuelling a **vehicle** can cause extensive damage which a fuel drain and flush will not rectify. This policy does not cover repairs for damage

f. Driver Illness

If **You** are unable to continue **Your** journey within the **Territorial Limits (UK)** or **Territorial Limits (Europe)** due to illness or injury to the only qualified driver, provided none of **Your Passengers** are able to drive, **We** will provide an alternative driver to return the **Vehicle** to **Your** nominated destination within the **Territorial Limits (UK)**. A medical certificate will be required for **Us** to validate **Your** claim and **We** will only accept claims which occur and are made within the **Period of Insurance**.

g. Message service

If **You** require, **We** will pass on two messages to **Your** home or place of work to let them know of **Your** predicament and ease **Your** worry.

General conditions

1. Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a **breakdown**.

As with any insurance, it does not cover all situations and **you** should read the terms and conditions of this policy to make sure that it meets **your** specific needs.

2. Reclaim Procedure

All benefits may be offered on a pay/claim basis which means that **you** must pay initially and **we** will reimburse **you**. If a benefit is not offered on a pay/claim basis but **you** would prefer to make **your** own arrangements, please notify **our rescue co-ordinator**.

Before paying for any services which **you** intend on reclaiming, authorisation must be obtained from **our rescue co-ordinator**.

Please send copies of any itemised receipt(s) to reimbursements@call-assist.co.uk within one month of **your breakdown** and **we** will reimburse valid costs once these have been verified/processed by **us**.

When **we** are reimbursing costs settled in a currency other than pound sterling (GBP), payment will be made in accordance with the exchange rate on the date of the **claim**.

3. Uninsured service

We can usually provide assistance for services which are not covered under this insurance policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

4. Change of vehicle

Our policy only covers the **Vehicle** registered on **Our** database, therefore any change must be notified immediately by calling Policy Expert at 0330 0600 602. Please have ready **Your** policy number, the new registration, make, model and colour of **Your Vehicle** and the date **You** wish to make the change.

5. Governing law

English Law governs this insurance.

6. Language

We have chosen to use the English language in all documents and communication relating to this policy.

7. Call recording

To help **Us** provide a quality service, **Your** telephone calls may be recorded but will only be shared with partner organisations directly relevant to the **Breakdown** service **We** provide.

8. Measurements

A home assist is calculated using a straight line from the **Home Address** to the location of the **Breakdown**. All other measurements are calculated using driving distances.

9. Garage repairs

Any repairs undertaken by the **Recovery Operators** at their premises are provided under a separate contract, which is between **You** and the **Recovery Operator**.

10. Multiple vehicle policies

Multiple **Vehicle** policies must be registered to one address within the **Territorial Limits (UK)**.

11. Signing documentation

You may be asked to sign documents by the **Recovery Operator** which relate to the service being provided. Whilst **You** are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until **You** have read and understood the content in full.

12. Estimated Arrival Times

Where **we** arrange for a **recovery operator** to attend **your vehicle**, **we** will provide an estimated time of arrival. Please note this estimate can change based on the availability of recovery operators at the time. We cannot guarantee the arrival of a **recovery operator** within a specified amount of time. If **you** would prefer to organise **your** own assistance, please obtain authorisation from **our rescue co-ordinator** before arranging this.

13. Emergency repairs

Any emergency repairs undertaken at the roadside by **Recovery Operators** cannot be guaranteed and in some cases, will not be attempted. Due to the nature of roadside assistance it is not always possible for **Recovery Operators** to accurately diagnose the fault with the **Vehicle** or state whether the **Vehicle** is in a roadworthy condition or otherwise safe to drive. **Recovery Operators** are not instructed to conduct **Vehicle** health inspections.

Definitions

Accident	A collision immediately rendering the Vehicle immobile or unsafe to drive.
Breakdown	An electrical or mechanical failure, Accident , theft, attempted theft, vandalism, flat battery, misfuel, lack of fuel or puncture to the Vehicle , which immediately renders the Vehicle immobilised.
Callout	The deployment of a Recovery Operator to Your Vehicle .
Claim	Each breakdown or similar incident resulting in us paying you or a supplier (or both) for costs covered by this policy.
Home Address	The last known address within the Territorial Limits (UK) recorded on Our system where Your Vehicle is ordinarily kept.
Passengers	All non-fare paying persons travelling with the Vehicle at the time of the Breakdown , up to the legal carrying capacity of the Vehicle .
Period Of Insurance	The duration of this Policy as indicated on Your Policy Schedule for a period not exceeding twelve months.
Policy Schedule	The document provided by the organisation You purchased this Policy from detailing the Period Of Insurance , eligible Vehicle(s) , and type of cover.
Recovery Operator	The independent technician We appoint to attend Your Breakdown .
Rescue Co-ordinator	The telephone operator employed by Call Assist Ltd.
Specialist Equipment	Non-standard apparatus or recovery vehicles which in the opinion of the Recovery Operator are required to recover the Vehicle . Specialist Equipment includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.
Suitable Garage	Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing
Territorial Limits (Europe)	Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Guernsey (for non-residents), Hungary, Italy, Jersey (for non-residents), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland and Vatican City.
Territorial Limits (UK)	Great Britain and Northern Ireland, the Isle of Man, and (for residents only) Jersey and Guernsey.
Trip	A journey to the Territorial Limits (Europe) which commences from the date of Your departure from the Territorial Limits (UK) and ceases upon Your return to the Territorial Limits (UK) for a period not exceeding 90 days.
Us, We, Our	In respect of handling your claim: Call Assist Ltd. In respect of the liability for indemnities provided by this policy: ARAG Legal Expenses Insurance Company Ltd.

Vehicle	The Vehicle(s) specified on Your Policy Schedule as being eligible for this cover including any towed caravan/trailer up to 23 feet/7 metres in length which is being towed at the time of the Breakdown .
You, Your	The person named as the policyholder in the Policy Schedule .

Exclusions

Applying to all sections unless otherwise stated. This insurance does not cover the following:

1. Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the **Vehicle** with a standard 50mm tow ball coupling hitch.
2. Any costs incurred to attend the **Vehicle** due to faults with electric windows, sun roofs, broken windows/windcreens or locks not working which prevent the **Vehicle** from being parked securely, unless the fault occurs during the course of a journey and **Your** safety is compromised.
3. Breakdowns caused by a failure to maintain the **Vehicle** in a roadworthy condition including the routine servicing of the **Vehicle** in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.
4. Costs incurred in addition to a standard **Callout** where service cannot be undertaken at the roadside because the **Vehicle** is not carrying a serviceable spare wheel it is capable of carrying, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters or **vehicles** which are not able to carry spare wheels or where the aerosol repair kit cannot repair the puncture.
5. **Specialist Equipment**, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the **Breakdown** if **Your Vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.
6. Breakdowns caused by overloading or where the **vehicle** is overloaded or carrying more **passengers** than it is designed to carry.
7. Any subsequent Callouts for any symptoms related to a claim which has been made within the last 28 days, unless **Your Vehicle** has been fully repaired at a **Suitable Garage**, declared fit to drive by the **Recovery Operator** or is in transit to a pre-booked appointment at a **Suitable Garage**.
8. The recovery of the **vehicle** and **passengers** beyond the nearest **suitable garage** if repairs can be carried out within the timescales described within this policy, irrespective as to whether **you** have adequate funds for the repair or wish to claim under a warranty.
9. Any **Vehicle** which is not listed on **Your Policy Schedule** as being eligible for **Breakdown** cover with **Us**.
10. Any request for service if the **vehicle** is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
11. **Vehicles** with refrigerated loads, livestock, or hazardous chemicals, buses, coaches, minibuses, limousines or vehicles with more than ten seats, motorhomes, horseboxes, or agricultural machinery.
12. Assistance if the **vehicle** is dangerous to transport or cannot lawfully be driven on the public highway, for example where the **vehicle** isn't roadworthy, insured, taxed (unless exempt) or doesn't hold a valid MOT (unless exempt).
13. The cost of any parts, components or materials used to repair the **vehicle**. If the **vehicle** can be repaired at the roadside, **you** can either pay for any parts supplied and fitted or pay for the **vehicle** to be recovered.
14. Repair and labour costs other than an hour's roadside labour at the scene of the **breakdown**.
15. The use of **Specialist Equipment** occasionally required because the **Vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.
16. Storage charges unless incurred whilst **We** organise repatriation from the **Territorial Limits (Europe)**.
17. Any **breakdown** occurring or reported outside the **period of insurance**.
18. Any **breakdown** occurring or reported within 24 hours of the time the policy was purchased, amended or upgraded. The 24 hour inception delay does not apply when renewing a policy.

19. Claims totalling more than £15,000 in any one **Period of Insurance**.
20. Any costs (including Police/Statutory Removal Fees) which were not expressly agreed by **us** prior to being incurred. **We** reserve the right not to authorise costs where **we** can make arrangements more cost effectively.
21. The cost of food (other than breakfast when overnight accommodation is provided), drink, telephone calls or other incidentals.
22. Any charges where **You**, having contacted **Us**, effect recovery or repairs by other means unless **We** have agreed to reimburse **You**.
23. Any cost that would have been incurred if no claim had arisen.
24. Any false, fraudulent or exaggerated **claims**. **We** reserve the right to repudiate the total **claim** where any aspect has been found to be exaggerated.
25. Transport costs to collect the **vehicle** once it has been inspected or repaired (unless expressly covered under applicable Alternative Travel benefit) or recovery of the **vehicle** once it has been inspected or repaired.
26. The cost of fuel, oil or any insurance/excess in relation to a claim for a hire **Vehicle**.
27. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **Breakdown** within the same working day.
28. Recovery of the **Vehicle** or **Your** transport costs to return the **Vehicle** to **Your Home Address** once it has been inspected or repaired.
29. Any damage or loss to the **vehicle** or its contents (including any personal possessions, loads, tools and equipment). **We** cannot guarantee response/recovery times and it is **your** responsibility to manage the **vehicle's** contents at all times. **You** should notify **us** if **you** need more time to remove any contents prior to the **vehicle** being recovered.
30. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, **We** will not pay for **You** to collect **Your Vehicle** from a repairer or for any time that has to be taken off work because of a **Breakdown**.
31. Any cost incurred as a result of **your** failure to remain contactable or comply with reasonable requests by **us** or the **recovery operator** concerning the assistance being provided.
32. Nothing in this policy limits **Our** liability for death or personal injury caused by the negligence of **Us** or **Our** employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance **Policy** within the meaning of Part V1 of the Road Traffic Act 1988.
33. A request for service following any intentional or wilful damage caused by **You** to **Your Vehicle**.
34. Fines and penalties imposed by courts.
35. Any cost recoverable under any other insurance policy that **you** may have. **You** agree to assign **your** rights of recovery against any third party for **claims** costs paid by **us** in relation to this policy and **you** shall co-operate with **us** to achieve this where reasonably required.
36. Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
 - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, rebellion, revolution, military or usurped power.
 - d) The result of interplanetary coronal mass ejection.
 - e) Large scale computer malfunction or malicious cyber activity.
37. Any cover which is not specifically detailed within this policy.
38. Any **breakdown** of a **vehicle** bearing trade plates or where **we** have reason to believe the **vehicle** has just been imported, purchased at auction or where **we** believe the **vehicle** is being transported in connection with the motor trade e.g. to or from an auction house.

Policy conditions

Applying to all sections.

1. **We** will provide cover if:
 - a) **You** have met all the terms and conditions within this insurance;
 - b) The information provided to **Us**, as far as **You** are aware, is correct.
2. Details of **Your** cover may not reach **Us** by the time assistance is required. In this unlikely event, **We** will assist **You** however before assistance can be provided **We** will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If **We** receive confirmation that **You** have adequate cover the reserved funds will be released. If **We** receive confirmation that **You** do not have adequate cover **We** will take payment for any uninsured costs.
3. The driver of the **Vehicle** must remain with or nearby the **Vehicle** until help arrives.
4. If a **Callout** is cancelled by **You** and a **Recovery Operator** has already been dispatched, **You** will lose a **Callout** from **Your** policy. **We** recommend **You** to wait for assistance to ensure the **Vehicle** is functioning correctly. If **You** do not wait for assistance and the **Vehicle** breaks down again within 12 hours, **You** will be charged for the second and any subsequent Callouts.
5. **We** reserve the right to charge **You** for any costs incurred as a result of incorrect location details being provided.
6. **We** have the right to refuse to provide the service if **You** or **Your Passengers** are being obstructive in allowing **Us** to provide the most appropriate assistance or are abusive to **Our Rescue Co-ordinators** or the **Recovery Operator**.
7. **Your Vehicle** must be registered to and ordinarily kept at an address within the **Territorial Limits (UK)** and **You** must be a permanent resident within the **Territorial Limits (UK)**.
8. **Vehicles** must be located within the **Territorial Limits (UK)** when cover is purchased and commences.
9. If in **our** opinion the **vehicle** is beyond economical repair or the cost of the **claim** is likely to exceed the market value of the **vehicle** in its current condition following the **breakdown**, **we** have the option to pay **you** the market value of the **vehicle** in its current condition and pay **you** reasonable public transport costs for the **passengers** to return to the **home address**. It will be **your** responsibility to apply for a Certificate of Destruction or other such document and **you** will be required to pay for any storage costs whilst this is obtained and any costs to dispose of the **vehicle**. If **you** would prefer the **vehicle** to be transported to the **home address** or original destination, this can be arranged, but **you** will need to pay any costs which exceed the market value of the **vehicle** in its current condition. If the **vehicle** is beyond economical repair, **you** will have one week to advise **us** of how **you** wish to transport or dispose of the **vehicle**. If **you** do not contact **us** within one week **you** consent to **us** to dispose of the **vehicle**. **We** reserve the right to deduct any outstanding costs owed by **you**, in relation to the storage or disposal of the **vehicle**, from the payment made by **us** to **you** for the market value of the **vehicle**.
10. It is **your** responsibility to ensure **you** have sufficient funds to initially pay for the benefits offered by this policy. If funds are not immediately available to **you**, please let **us** know and **we** will try to assist.
11. In the event **You** use the service and the claim is subsequently found not to be covered by the policy **You** have purchased, **We** reserve the right to reclaim any monies from **You** in order to pay for the uninsured service.
12. **We** may decline service if **You** have an outstanding debt with **Us**.
13. If **You** have a right of action against a third party, **You** shall co-operate with **Us** to recover any costs incurred by **Us**. If **You** are covered by any other insurance policy for any costs incurred by **Us**, **You** will need to claim these costs and reimburse **Us**. **We** reserve the right to claim back any costs that are

recoverable through a third party.

14. Recovery Operators comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting **Your Vehicle**.
15. The transportation of livestock (including dogs) will be at the discretion of the **Recovery Operator**. **We** will endeavour to help arrange alternative transport but **You** will need to pay for this service immediately by credit or debit card.
16. Regardless of circumstances, **We** will not be held liable for any costs incurred if **You** are unable to make a telephone connection to any numbers provided. If **You** are unable to make a connection on any of the numbers provided, please call 01603 327180.
17. The policy is not transferable. Should **You** wish to contact **Us**, **We** can be contacted by:

Post: Customer Services, c/o Call Assist Ltd
Axis Court, North Station Road
Colchester, CO1 1UX

Email: enquiries@call-assist.co.uk

Fax: 01206 364268.

Cancellation rights

If **We** have reason to believe this policy is not being used in the spirit it was designed for or it becomes apparent there is a breakdown in the relationship between **Us** and **You**, **We** may cancel the policy by sending 7 days notice to **Your Home Address**. In such situations, providing no claim has been made, **We** will refund the unexpired portion of **Your** premium. This **policy** has a cooling off period of 14 days from the time **You** receive this information. If **You** do not wish to continue with the insurance, **We** will provide a refund of premium paid, providing no claim has been made. **You** may cancel **Your** policy after the 14 day cooling off period but no refund of premium is available. A refund of premium is not available if the **Period of Insurance** of the policy is for a period of less than one month. Please call 0330 0600 602 to discuss.

Regulatory information

Your Personal Data

Policy Expert ("Distributor") collects and maintains personal data as an independent Data Controller in order to administer this policy.

Call Assist Ltd ("Call Assist") collects and maintains personal data as an independent Data Controller in order to provide the services detailed within this policy wording.

ARAG Legal Expenses Insurance Company Ltd ("Insurer"), the insurer of this policy, also acts as an independent Data Controller.

Please note that all personal data that is held by the Data Controllers is safeguarded with appropriate levels of security and in accordance with prevailing Data Protection legislation which includes the Data Protection Act 2018, the United Kingdom General Protection Regulation (the UK GDPR) and all other Applicable Laws, any successor or replacement legislation relating to the processing of personal data.

Full Privacy Policies

Please contact the Distributor or refer to their website for a copy of their full Privacy Policy.

Call Assist's full Privacy Policy can be accessed online via <https://www.call-assist.co.uk/privacy-policy>. Enquiries in relation to personal data held by Call Assist should be directed to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by emailing DPO@call-assist.co.uk.

ARAG process your personal data in accordance with their Privacy Notice. You can find ARAG's Privacy Notice online at www.arag.co.uk/privacy. Alternatively **you** can make a request for a printed copy to be sent to **you** by contacting dataprotection@arag.co.uk.

Sharing Your Personal Data

We will only share **your** personal data in the following circumstances:

- it has been authorised by **you**;
- it is with regulatory bodies;
- it is with fraud prevention and credit reference agencies;
- it is required by law;
- it is being provided to recovery operators or other suppliers as required to fulfil our contractual and legal obligations in this Policy Wording. In these circumstances, **your** personal data will be limited to the minimum ordinarily required for service provision. Additionally, these suppliers will only be able to use **your** personal data to provide the specific services described in this policy.
- it is necessary for **us** to exercise our rights of subrogation as outlined in exclusion 34.

Your Rights

Under the terms of Data Protection legislation, **you** have a number of rights in relation to the information **we** hold about **you**. This includes the right to:

- ask for a free copy of any personal data **we** hold about **you**;
- ask for correction of any inaccurate information held;
- complain to the Information Commissioner's Office if **you** are not satisfied with our use of **your** personal data;

- object to the processing of **your** personal data where **we** are relying upon a legitimate interest, and there is something about **your** particular situation which makes **you** want to object to processing it;
- ask for the processing of **your** personal data to be restricted. This enables **you** to ask **us** to suspend the processing of personal information about **you**;
- ask for **your** personal data to be transferred to another company;
- ask for **your** personal data to be deleted from our system/database;
- where **we** rely on **your** consent to process **your** personal data, **you** have the right to withdraw **your** consent at any time.

Please note that there are times when **we** will not be able to meet **your** requests in relation to data processing. This may be as a result of **us** fulfilling our legal and/or regulatory obligations. If **we** are unable to fulfil a request, **we** will always let **you** know our reasons.

Should **you** wish to exercise any of **your** rights under the Data Protection legislation, please direct **your** enquiry to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by email to DPO@call-assist.co.uk.

Collecting Your Information

We will collect a variety of information about **you** including **your** personal data such as **your** name, address, contact details and date of birth. Where relevant, **we** will also collect special categories of data (sensitive data) about **you** such as details regarding **your** health. **We** may also collect information from a number of different sources for example:

- from publicly available sources such as social media and networking sites when **you** interact with **us**. For example sending **us** a message or entering into a competition;
- third party databases available to the insurance industry and firms, loss adjustors and/or suppliers appointed in the process of handling a **claim**.

Using Your Personal Data

We only process the minimum amount of personal data **we** need in order to fulfil our purposes, and only where **we** have a lawful basis for doing so.

The legal basis **we** mainly rely on for processing personal data is Article 6(1)(b) of the UK General Data Protection Regulation (UK GDPR) which relates to processing necessary to allow **us** to perform our contract with **you** or to take steps at **your** request, before entering a contract. The purposes for which **we** will process **your** personal data on the basis of contract include to provide **you** with the appropriate policy quotation as well as to manage **your** policy which may include handling a **claim** or issuing documentation to **you**. Our assessment of **your** policy application may also involve an automated decision to determine whether **we** are able to provide **you** with a quotation. If **you** object to **your** personal data being processed by automated decision-making, then **we** will not be able to provide **you** with **breakdown cover**.

In some cases, **we** may use personal data to pursue our legitimate interests (Article 6(1)(f) of the UK GDPR), provided **your** interests and fundamental rights do not override those interests. The purposes for which **we** will process **your** personal data on the basis of legitimate interest include to carry out research and analysis (including profiling) for the purposes of better understanding our customers; and to record calls to our call centre for training and monitoring purposes.

We would also like to stay in contact with **you**, and will therefore send marketing communications to **you** but only where **you** have given us specific consent to do so (Article 6(1)(a) of the UK GDPR).

Keeping Your Personal Data

Your data is considered to be an important asset to **us**, and as such, **we** implement technical and organisational measures to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure or destruction.

Measures **we** take to keep **your** data secure include, but are not limited to:

- making regular backups of files;
- protecting file servers and workstations with virus scanning software;
- using a system of passwords so that access to data is restricted;
- allowing only authorised staff into certain computer areas;
- using data encryption techniques to code data when in transit;
- ensuring that staff are only given sufficient rights to any systems to enable them to perform their job function.

Use and Storage of Your Personal Data

We will retain **your** personal data for a maximum of seven years from the end of this policy, in line with our legal and regulatory requirements.

Where possible, **we** will anonymise or remove **your** personal data that is no longer required for the purpose(s) for which it was obtained.

We will only keep **your** data for as long as is necessary to provide our products and services to **you** and/or fulfil our legal and regulatory obligations.

Your data may be transferred to, stored or processed outside the UK and European Economic Area (EEA). We will not transfer your information outside the UK and EEA unless it is to a country which is considered to have equivalent data protection laws or where we have taken all reasonable steps to ensure the recipient company has suitable standards in place to protect it.

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