

Car insurance

optional extras policy wording



The products outlined in this booklet only apply if shown in your car insurance welcome letter and optional extras schedule



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Information about this policy booklet

The optional extra products in this booklet only apply if shown in your Car Insurance Welcome Letter and Optional Extras Schedule.

This booklet contains the relevant policy wording for all optional extra products Policy Expert offer when purchasing car insurance. Please check your Optional Extras Schedule to confirm which optional extra products you have on your policy. We advise that you read this booklet carefully for details of the cover provided for each of the optional products you have purchased.

For each optional extra product sold with your car insurance policy, you will enter into two separate contracts. The first contract is with us for arranging and administering your insurance policy on your behalf, and the second contract is with the insurer(s) for providing your insurance. A premium inclusive of Insurance Premium Tax is charged for both of these services.

If you would like to speak to Policy Expert about any of these products or add any to your car insurance policy call the team on **0330 0600 602** or send an email to motor@policyexpert.co.uk.

Policy Expert is a trading name of QMetric Group Limited. Authorised and regulated by the Financial Conduct Authority. Firm Reference Number 529506.

Legal assistance



>> Need to make a claim?
0800 953 1114

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



Plain English Campaign's
Crystal Mark only applies to
this Legal assistance section.

Guidance and explanations

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 QIC Europe Limited, registered in Malta. Registration number C67694

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.

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.

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**.

For and on behalf of Policy Expert



Tony Deacon

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 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.

Claim limits

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

For any legal action that is a **small claim**, **we** will pay **legal costs** up to £100 for any one event.

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.

Insurer

QIC Europe Limited, registered in Malta. Registration number C67694. Registered office: Pendergardens Business Centre, Level 1, St Julian's, STJ 1901, Malta.
QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA).

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.

Car insurance policy

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

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.

Small claim

Legal action which is dealt with in the small claims court, based on the criteria set out in the Civil Procedure Rules. This is a less formal court process for deciding claims with a low value which **you** don't need legal representation for.

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 loss which **you** cannot recover under **your car insurance** policy, which arises 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.

You, your

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

We, us, our

Policy Expert (a trading name of QMetric Group Limited) on behalf of QIC Europe Limited.

Your policy cover

We will pay **legal costs** (up to the level of costs that **we** would normally have to pay if **we** used the **authorised professional**) 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. If **you** want to make a claim for lost wages, give **us** evidence to show that **you** took days off work.
7. Send **us** copies of any demand notices, summonses, complaints, or legal papers **you** have received in connection with a loss as soon as possible.
8. 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.

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, **you** may nominate **your** own lawyer and give **us** their name and address. When choosing a lawyer, **you** must try to keep the cost of **your** claim to a minimum.

The contract **we** enter into with 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** have chosen to use **your** own lawyer, **you** will be responsible for any **legal costs** that are more than **we** would normally have to pay if **we** used the **authorised professional**.

If there is any dispute over **your** choice of lawyer, **we** will ask **you** to nominate a different one.

2. Our rights in handling your claim

We can:

- a. process 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 give accurate and complete answers to all questions **we** ask when **you** take out 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 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.

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. 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 3
2 Parklands Avenue
Eurocentral
Motherwell
ML1 4WQ
Phone: 0330 0600 602
Email: motor@policyexpert.co.uk

Our refund and fees policy

If **you** return the policy to **us** within 14 days of the date **we** issue it, as long as **you** have not made a claim, **you** will be entitled to a full refund of any premium **you** have paid. If **you** have made a claim, **we** will not refund any premium.

If **you** want to cancel **your** policy after 14 days, **you** must pay the full premium and will not be entitled to a refund of any premium **you** have paid.

Any administration fees, including cancellation fees, are set out in **our** terms and conditions, which are available at www.policyexpert.co.uk/terms-and-conditions.

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), by sending 7 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.

We will tell **you our** reason for cancelling the policy.

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).

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

5. Fraud

We work to detect and prevent fraud in order to protect **our** customers. **We** expect **you**, and anyone acting for **you**, to act honestly.

If **you** (or anyone acting for **you**) deliberately provide information as part of **your** application that is not true and complete to the best of **your** knowledge and belief, this insurance will not be valid.

If **you** (or anyone acting for **you**) make any false or fraudulent claim or use false, fraudulent or stolen documents, devices or statements to support a claim or any part of a claim, **we**:

- a. will not be liable to pay the fraudulent claim;
- b. may recover any amounts **we** have paid to **you** for the fraudulent claim; and
- c. may end the policy from the date of the fraudulent act and keep all premiums **you** have paid. **We** will give **you** written notice if **we** do this.

We have the right to recover from **you** any costs **we** or **our** representatives have to pay in investigating any fraudulent claim.

If this insurance becomes void (is not valid) for any reason or **we** suspect that a crime may have been committed in respect of this policy, **we** have the right to tell the police or other relevant authority.

6. 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.

7. 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 7 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.

8. 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.

9. 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 **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.

What is not covered (general exclusions)

This insurance does not cover 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. Any claim that is brought against **you**.
3. An **insured event** which began or happened outside the **period of insurance**.
4. Claims that **you** were aware of, or reasonably should have been aware of, before buying this policy.
5. Any charges or payments **you** receive or make before **we** accept the claim.
6. 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.
7. Any costs which arise from disputes between **you** and **us**.
8. 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.
9. Any claim relating to faults in the **insured vehicle**, whether or not this is due to a faulty or incomplete service or repair, or if the **insured vehicle** was not in a roadworthy condition or there was no valid MOT certificate (where this applies).
10. An application for judicial review.
11. Any **legal costs** of defending or pursuing new areas of law or test cases.
12. 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).
13. 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**.
14. Any claim that arises from an incident that could be covered by **your car insurance** policy, but **your** motor **insurer** cancels **your car insurance** policy or refuses to settle **your** claim.
15. Any costs of hiring a car which **we** have not agreed to beforehand in writing.
16. Claims an **insured person** makes against any passenger who was in the **insured vehicle** at the time of the incident.
17. Claims relating to passengers if there is a conflict of interest between **you** or the authorised driver and any other passenger.
18. Any claim where an **insured person** (who is not **you**) is driving under a 'driving other cars' extension to their **car insurance** policy.
19. 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.
20. Any claim where, at the time of the incident, **you** or the driver of **your** car did not hold a valid driving licence.
21. If there is other insurance which covers the same loss, **we** will not pay more than **our** share of the claim.
22. Any losses that are covered under another section of **your car insurance** policy.
23. 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**.

24. 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.

25. 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.
26. 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.

27. 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.

Claims procedure

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

For legal action that is not a **small claim**, **we** will instruct **our** approved lawyer 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.

For legal action that is a **small claim**, **we** will appoint a claims handler to act for the **insured person** to take or settle any legal action **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** 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 in damages 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 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.

Complaints procedure

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** to help **us** provide a quick and efficient response.

Making your complaint

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

Write to: Customer Relations
Policy Expert
Maxim 3, 2 Parklands Avenue
Motherwell
ML1 4WQ.
Phone: 0330 0600 602
Email: motor-complaints@policyexpert.co.uk

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

Write to: Customer Services Manager
Trinity Claims
PO Box 568
Tonbridge
Kent
TN9 9LT.
Phone: 0330 0600 686

If **we** have provided **you** with **our** final response and **you** are still not satisfied, **you** can refer **your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent body that can help **you** and **us** to reach an agreement on complaints which have already been through **our** complaints procedure.

You can contact FOS as follows:

Write to: The Financial Ombudsman Service
Exchange Tower London
E14 9SR
Phone: 0800 023 4567
Website: www.financial-ombudsman.org.uk

You have six months from the date of **our** final response to refer **your** complaint to the FOS.

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

European Online Dispute Resolution platform

If **you** bought **your** policy online, the European Online Dispute Resolution (ODR) platform can help settle any disputes about it.

If **you** have a complaint about **your** policy, **you** can enter it onto the ODR platform. **Your** complaint will then be sent to the correct alternative dispute-resolution scheme. For insurance complaints in the UK, this is the Financial Ombudsman Service, whose contact details are above.

For more information about ODR, please visit <http://ec.europa.eu/odr>.

The above complaints procedure does not affect **your** legal rights as a consumer. For more information about **your** legal rights, contact **your** local authority's trading standards service or Citizens Advice.

Arbitration

If **you** have a dispute about the way **we** have handled a claim, and **you** are not satisfied with the way it has been dealt with under **our** complaints procedure, **you** can contact the Financial Ombudsman Service for help.

There is a separate arbitration process available for disputes that are not covered by the Financial Ombudsman Service.

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.

Regulatory information

Your insurer

We have arranged this insurance with QIC Europe Limited, registered in Malta. Registration number C67694.

Registered office:

Pendergardens Business Centre, Level 1, St Julian's, STJ 1901, Malta.

QIC Europe Limited are authorised and regulated by the Malta Financial Services Authority (MFSA).

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.

Financial Services Compensation Scheme

QIC Europe Limited are covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme if QIC Europe Limited cannot meet their obligations to **you**. This depends on the type of insurance and the circumstances of the claim. Most insurance policies 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 the **insurer** (QIC Europe Limited) 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 110 Bishopsgate, London, EC2N 4AY.

If **you** would like to read QIC Europe Limited's full privacy policy, please visit their website at www.qiceuropeltd.com/privacy-policy.

Or **you** can contact QIC Europe Limited's Data Protection Officer at their London branch at 21 Lime Street, London, EC3M 7HB.

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 the **insurer**. **We** also collect information about **you** from other sources, including information about how **you** use **our** website, 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 in line with data-protection legislation, 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 will only keep **your** information for as long as is necessary to provide **our** products and services and to meet **our** legal and regulatory obligations.

QIC Europe Limited may sometimes use providers and organisations outside the 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, QIC Europe Limited will always make every reasonable effort 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.

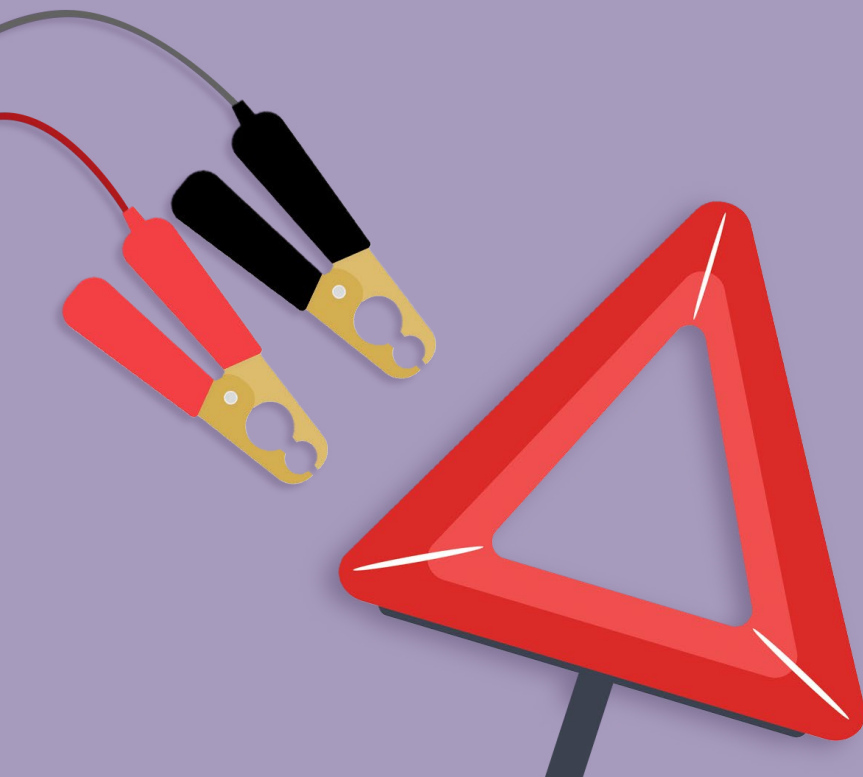
Your rights

You have a number of rights relating to the information **we** hold about **you**. This includes the right to access **your** information, update **your** information, and restrict the way **we** process **your** information.

You can also ask **us** not to use **your** information to send **you** marketing communications.

Full details of **your** rights are set out in **our** and QIC Europe Limited's privacy policies.

Breakdown cover



>> Need assistance?



0344 809 9508
Assistance in the UK



0344 809 9508
Assistance in Europe

Guidance

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.

What to do if **You Breakdown**

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.

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

Please have the following information ready to give to **Our Rescue Co-ordinator**:

- **Your** return telephone number;
- **Your Vehicle** registration;
- **Your** Policy Number
- The precise location of **Your Vehicle**
(or as accurate as **You** are able in the circumstances).

If **You** are deaf, hard of hearing or speechimpaired, please send a text message containing **Your** full name, policy number, **Vehicle** registration and policy postcode to 07537 404890. Once **We** have taken **Your** details and made all the arrangements **We** will contact **You** to advise which **Recovery Operator** will be attending and how long they are expected to take. When 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 **Your 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**. In the event of a Breakdown, **We** will provide service dependent on the cover level **You** have selected and that is detailed on **Your Policy Schedule**. There are three cover levels detailed below. Please read carefully to see which applies to **You**.

Cover will apply for any **breakdown** that happens during the **period of insurance**.

1. Roadside and recovery

a. Roadside and recovery

In the event of a **Breakdown** within the **Territorial Limits (UK)** which occurs more than a one-mile radius/straight line from **Your Home Address** and during the **Period Of Insurance**, **We** will arrange and 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 assist in the following way:

Either:

- i. Arrange and 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 arrange 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)**. Any 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.

b. Alternative transport

We will pay up to £250 towards the reasonable cost of alternative transport or a hire vehicle up to 1600cc to allow **You** to complete **Your** original journey. **We** will also pay up to £150 towards the reasonable cost of alternative transport for one person to return and collect the repaired **Vehicle**.

c. Emergency overnight accommodation

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 **Your Vehicle** is being repaired. The maximum payment per incident is £500.

Alternative transport and Emergency overnight accommodation benefits are only available under the following conditions following a **Breakdown** in the **Territorial Limits (UK)**:

- The **Vehicle** must be repaired at the nearest Suitable Garage to the **Breakdown** location;
- The **Vehicle** cannot be repaired the same working day;
- The **Breakdown** did not occur within 20 miles of **Your Home Address**;
- **We** will determine which benefit is offered to **You** by assessing the circumstances of the **Breakdown** and what is the most cost effective option for **Us**.

These services may be offered on a pay/claim basis, which means that **You** must pay initially and **We** will send **You** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **Our Rescue Co-ordinator**. The policy will only pay for a hire vehicle which **We** deem is appropriate for **Your** requirements and is available at the time. **We** will only reimburse claims when **We** are in receipt of a valid invoice/receipt.

d. Caravans and trailers

In the event of a **Breakdown** where **Your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard 50mm tow ball coupling hitch and does not exceed 7metres/23 feet in length (not including the length of the A-frame and hitch), **Your** caravan/trailer will be recovered with **Your Vehicle** at no extra cost.

e. Keys

If **You** lose, break, or lock **Your Vehicle** keys within **Your Vehicle**, **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**, will be at **Your** expense.

f. 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.

2. Roadside, recovery and at home

If **You** have opted and paid for Roadside, recovery and at home cover it includes the **same benefits as Roadside and recovery, (covers 1a - 1f)** with the addition of home assist.

Home assist

We will arrange and pay for **Recovery Operator** to attend a **Breakdown** at or within a one-mile radius/straight line of **Your Home Address** 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 **Your Vehicle** within 60 minutes at the roadside, **We** will arrange and pay for **Your Vehicle**, and the **Passengers** to be recovered to the nearest Suitable Garage which is able to undertake the repair.

Any 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.

3. Roadside, recovery, at home and EU

If **You** have purchased Roadside, recovery, at home and EU cover, it includes the **same benefits as Roadside and recovery (covers 1a- 1f) and Home Assist (cover 2)** with the addition of European cover.

European cover

We will provide service in the **Territorial Limits (Europe)** where the maximum duration of any single **Trip** does not exceed 90 days. However short term policies (those with a **Period of Insurance** lasting one month or less) will be limited to a single **Trip** not exceeding the **Period of Insurance**.

If you make claim under cover 1b (Alternative transport), **We** will pay up to £750 in the **Territorial Limits (Europe)**.

Please ensure **You** carry **Your** driving licence and V5C registration document with **You** during **Your** journey. Due to local regulations and customs, **You** may be required to provide copies of **Your** driving licence and V5C registration document. **You** will be held liable for any costs incurred if copies of driving licence and V5C registration document are not immediately available.

Due to differing national standards and infrastructures abroad, assistance may take longer in arriving. **We** will require detailed information from **You** regarding the location of **Your Vehicle**. **We** will need to know details of **Your** itinerary and if requested proof of both **Your** outbound and inbound travel dates must be provided to validate **Your** claim. When **We** have all the required information **We** will liaise with **Our** European network and **You** must remain contactable to avoid any delays. During public holidays, many services such as repairing garages will be closed, **We** will not be held liable for any delay this causes.

For assistance in Europe, call **us** on:

00 44 1206 771778

In the event of a **Breakdown** within the **Territorial Limits (Europe)** which occurs during the **Period of Insurance**, **We** will arrange and 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 assist in the following way:

- Arrange and pay for **Your Vehicle**, and the **Passengers** to be recovered to the nearest **Suitable Garage** able to undertake the repair;
- If the **Vehicle** cannot be repaired within 48 hours or by **Your** intended return, whichever is the later, **We** will arrange and pay for **Your Vehicle**, and the **Passengers** to be transported either to **Your Home Address**, or if **You** would prefer and it is closer, **Your** original destination within the **Territorial Limits (Europe)**.

General Notes Relating to Europe

In the event of a **Breakdown** on a motorway or major public road within the **Territorial Limits (Europe)**, access may be restricted to a private towing service only and should this occur, **You** will need to obtain assistance via the SOS phones. The private towing service will tow **Your Vehicle** to a place of safety and **You** will be required to pay for the service immediately. **You** can then contact **Us** for further assistance. **We** will pay a maximum of £150.00 towards reimbursement of the costs, but **We** will only reimburse claims when **We** are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

General conditions

1. 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.

2. Change of vehicle

Our policy only covers the **Vehicle** registered on **Our** database, therefore any change must be notified immediately by calling 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.

3. Governing law

English Law governs this insurance.

4. Language

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

5. 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.

6. 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.

7. 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**.

8. Multiple vehicle policies

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

9. 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.

10. 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, flat battery, misfuel, lack of fuel or puncture to the Vehicle , which immediately renders the Vehicle immobilised. |
| Call out | The deployment of a Recovery Operator to Your Vehicle . |
| 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 independent technician We appoint to attend Your Breakdown . |
| 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 | Call Assist Ltd. |
| Vehicle | The Vehicle(s) specified on Your Policy Schedule as being eligible for this cover. |
| 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. a) 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;
b) Breakdowns or Accidents to the caravan or trailer itself.
2. Assistance following an **Accident**, theft, fire, or vandalism.
3. 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.
4. 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.
5. 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.
6. **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.
7. Breakdowns caused by overloading of the **Vehicle** or carrying more **Passengers** than it is designed to carry.
8. 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.
9. The recovery of the **Vehicle** and **Passengers** if repairs can be carried out at or near the scene of the **Breakdown** within the same working day. If **Vehicle** and Passenger recovery is required **We** will only recover to one address in respect of any one **Breakdown**.
10. Any **Vehicle** which is not listed on **Your Policy Schedule** as being eligible for **Breakdown** cover with **Us**.
11. Any request for service if the **Vehicle** is being used for motor racing, rallies, rental, hire, courier services or any contest or speed trial or practice for any of these activities.
12. Any **Vehicle** used for public or private hire unless '(Taxi/Private Hire)' is indicated on the **Policy Schedule**.
13. Assistance if the **Vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
14. The cost of any parts, components or materials used to repair the **Vehicle**.
15. Repair and labour costs other than an hour's roadside labour at the scene.
16. 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.
17. The cost of draining or removing contaminated fuel.
18. Storage charges unless incurred whilst **We** organise repatriation from the **Territorial Limits (Europe)**.
19. Any claim within 24 hours of the time the policy is purchased.
20. Any **Breakdown** that occurred before the policy commenced, the **Vehicle** was placed on cover, or before the policy was upgraded.
21. Claims totalling more than £15,000 in any one **Period of Insurance**.
22. Any costs or expenses not authorised by **Our** Rescue Co-ordinators prior to being incurred.
23. The cost of food (other than breakfast when overnight accommodation is provided), drink, telephone calls or other incidentals.
24. Any charges where **You** or the Emergency Services arrange assistance or repairs by other means unless **We** have agreed to reimburse **You**.
25. Any charges where **You**, having contacted **Us**, effect recovery or repairs by other means unless **We** have agreed to reimburse **You**.

26. Any cost that would have been incurred if no claim had arisen.
27. Any false or fraudulent claims.
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. The cost of fuel, oil or any insurance/excess in relation to a claim for a hire vehicle.
30. 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.
31. Recovery of the **Vehicle** or **Your** transport costs to return the **Vehicle** to **Your Home Address** once it has been inspected or repaired.
32. Any damage or loss to **Your Vehicle** or its contents caused by the **Recovery Operator**. It is **Your** responsibility to ensure personal possessions are removed prior to **Your Vehicle** being transported.
33. **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**.
34. Any cost incurred as a result of **Your** failure to comply with requests by **Us** or the **Recovery Operator** concerning the assistance being provided.
35. 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.
36. A request for service following any intentional or wilful damage caused by **You** to **Your Vehicle**.
37. Fines and penalties imposed by courts.
38. Any cost recoverable under any other insurance policy that **You** may have.
39. 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 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, rebellion, revolution, military or usurped power.
40. Any cover which is not specifically detailed within this policy.

Additional exclusions applying to the European Assistance

1. Service where repatriation costs exceed the market value of the **Vehicle**.
2. The cost of privately arranged towing from a European motorway exceeding £150
3. Repatriation to the **UK** within 48 hours of the original **Breakdown**, regardless of ferry or tunnel bookings for the homebound journey or pre arranged appointments **You** have made within the **UK**.
4. Repatriation if the **Vehicle** can be repaired but **You** do not have adequate funds for the repair.
5. Any claim where the duration of a single **Trip** is planned to or subsequently exceeds 90 days.

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 **Your** transportation costs to **Your 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. If **You** would prefer the **Vehicle** to be transported to **Your 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**.
10. If **We** are able to repair **Your Vehicle** at the roadside, **You** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
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

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. Our promise to you

We aim to provide a high standard of service. Please telephone **Us** if **You** feel **We** have not achieved this and **We** will do **Our** best to rectify the problem immediately.

Complaints Procedure

Any complaint **You** have regarding **Your** policy should be addressed to the policy administrator:

Post: Customer Services, Call Assist Limited,
Axis Court, North Station Road
Colchester, Essex
CO1 1UX

Please include the details of **Your** policy and in particular **Your** policy number, to help **Your** enquiry to be dealt with speedily.

We promise to:

- acknowledge **Your** complaint within five working days of receiving it;
- have **Your** complaint reviewed by a senior member of staff;
- tell **You** the name of the person managing **Your** complaint when **We** send **Our** acknowledgement letter; and
- respond to **Your** complaint within 20 working days. If this is not possible for any reason, **We** will write to **You** to let **You** know when **We** will contact **You** again.

If **You** remain dissatisfied, short of court action, **You** can ask The Financial Ombudsman Service to review **Your** case provided the policy is not of commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. The Financial Ombudsman Service can be contacted at the following address:

Post: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.
Tel: 0800 023 4567 (free from a landline) or 0300 123 9 123 (free from some mobiles).
Email: complaint.info@financial-ombudsman.org.uk

For further information, **you** can also visit the website: www.financial-ombudsman.org.uk

3. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. For claims against the insurers, 90% of the insurance claim is covered, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 0800 678 1100 or by visiting www.fscs.org.uk.

4. Your personal information

We (defined in the Policy Wording as Call Assist Ltd) collect and maintain personal information in order to administer this policy and provide the service detailed within this Policy Wording. This policy is underwritten by DAS Legal Expenses Insurance Limited who are part of DAS UK Holdings Limited (DAS UK Group) and who acts as independent Data Controller in its own right. Its purpose for collecting, using, sharing, transferring and storing **Your** information differs from **Our** purposes. For their Privacy Policy please follow this link <https://www.das.co.uk/legal/privacy-statement>.

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 1998, the General Data Protection Regulation (EU) 2016/679 (the GDPR) and all other Applicable Laws, in addition to any successor or replacement legislation relating to the processing of personal data.

5. Full privacy policy

The details provided here are only a summary of how **We** are processing **Your** personal details. For **Our** full Privacy Policy please follow this link: <https://www.callassist.co.uk/privacy-policy>. Enquiries in relation to data held by **Us** 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.

6. Sharing your information

We will only share **Your** information in the following circumstances:

- it has been authorised by **You**;
- it is with regulatory bodies, including but not limited to the Financial Conduct Authority ("FCA"), Financial Services Authority ("FSA"), and the Financial Services Commission ("FSC");
- 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, and in which case **Your** personal data will be limited to the minimum ordinarily required for service provision; additionally, these suppliers will only be able to use **Your** data to provide the specific services described in this policy.

7. 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;
- object to the use of **Your** personal data for direct marketing;
- withdraw any permission **You** have previously given to **Us** to process **Your** personal data except where this is critical to **Us** fulfilling **Our** contractual and legal obligations;

- complain to the Information Commissioner's Office if **You** are not satisfied with **Our** use of **Your** data;
- ask for **Your** personal data to be deleted from **Our** system/database. Please note that there are times when **We** will not be able to delete **Your** data. This may be as a result of **Us** fulfilling **Our** legal and regulatory obligations, or where there is a minimum statutory period of time for which **We** have to keep **Your** information. 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; email DPO@call-assist.co.uk.

8. Collecting your information

When **You** apply for **Breakdown** cover with **Us**, **We** will collect a variety of information about **You** including **Your** personal data such as **Your** name, address, contact details, date of birth and IP address (which is a unique number identifying **Your** computer). Where relevant, **We** will also collect special categories of data (sensitive data) about **You** such as details regarding **Your** health.

We will also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; and firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

9. Using your information

The main reason **We** collect **Your** personal and/or special categories of data is because **We** need it 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** data being processed by automated decision-making, then **We** will not be able to provide **You** with **Breakdown** cover. **We** will also use **Your** data where **We** feel there is a justifiable reason for doing so for example: to collect information regarding **Your** past policies; carry out research and analysis (including profiling); and record and monitor calls.

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.

10. Keeping your information

Your data is considered to be an important asset to **Us**, and as such, **We** make every effort 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.

11. Use and storage of your information

We will only keep **Your** data for as long as is necessary to provide **Our** products and services to **You** and/or to fulfil **Our** legal and regulatory obligations.

Your data may be transferred to, stored or processed outside the European Economic Area (EEA) - see Call Assist's online Privacy Policy for full details. **We** will not transfer **Your** information outside the 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.

12. Service provider and insurer

This service is provided by Call Assist Limited. Registered in England and Wales. Registered Company Number: 3668383. Registered office address: Axis Court, North Station Road, Colchester, Essex, CO1 1UX. The policy is underwritten by DAS Legal Expenses Insurance Company Limited. Registered in England and Wales. Registered Company Number: 103274. Registered office address: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, Call Assist Ltd, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority. DAS Legal Expenses Insurance Company Limited, Firm Reference Number 202106 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

13. Call recording

To help **Us** provide a quality service, **Your** telephone calls may be recorded.

Personal accident cover



>> Need to make a claim?

0344 770 9000

Lines open 9am to 5pm Monday - Friday (closed bank holidays).
or do it online: <https://claims.arclegal.co.uk>

Personal accident policy wording

Your Insurance

This insurance has been arranged by Policy Expert and the insurer is AmTrust Europe Limited. The **Policy Administrator** is URIS Group Limited.

The **Claims Administrator** and the arrangement overall is managed by Arc Legal Assistance Limited.

AmTrust Europe Limited, registered in England number 1229676 at Market Square House, St James's Street, Nottingham NG1 6FG. AmTrust Europe Limited is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority with Firm Reference Number: 202189. **You** can check the FCA registration by visiting the FCA website: www.fca.org.uk/register.

If **You** have paid the premium as shown in **Your** motor insurance welcome letter, **We** will agree to insure **You**, subject to the terms and conditions of this **Policy**, against **Bodily Injury**, damage or death **You** may incur for Accidents occurring during the **Period of Insurance**. Please take time to read the contents of this **Policy** including how to make a claim. This **Policy** and **Your** motor insurance welcome letter are important documents. Please keep them in a safe place in case **You** need to refer to them for any reason. If **You** do need to discuss any aspect of this **Policy** then please call Policy Expert on 0330 0600 602.

- Your Policy** will end if:
- (a) **You** do not pay the premium;
 - (b) **Your** residential address is no longer in the **United Kingdom**;
 - (c) **You** or **We** cancel the **Policy**; or
 - (d) The **Motor Insurance Policy** is cancelled for any reason.

Definitions

The following words or phrases have the same meaning wherever they appear in **Your Policy** in bold.

| | |
|-------------------------------|---|
| Accident(s)/Accidental | Means a sudden and unexpected event involving a road traffic incident which happens by chance and causes Bodily Injury or death during the Period of Insurance . |
| Bodily Injury | Means identifiable physical injury as a result of an Accident . |
| Claims Administrator | Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE. Registered in England and Wales with Company Number: 4672894. Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority Number: 305958. |
| Doctor | A medical practitioner (other than You or a member of Your family) who holds a full qualification entitling him or her to full registration with the General Medical Council. |
| Geographical Limit | United Kingdom ; and Andorra, Austria, Belgium, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including Monaco) Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, and Switzerland (including Liechtenstein) providing that You are driving the Insured Vehicle and do not use the Insured Vehicle outside the United Kingdom for more than 60 days in the Period of Insurance . |

| | |
|------------------------------------|---|
| Hospital | Means a lawfully registered establishment which has accommodation for residential patients, with facilities for diagnosis and major surgery and which provides a 24-hour service by registered nurses. It does not include a convalescent, self-care or rest home, or a department in a hospital which has the role of a convalescent or nursing home. |
| Insured Person | Category 1: You and Your spouse (including Common Law and/or Civil Law Partner). Category 2: Any passenger travelling in any Vehicle driven by You which they are Insured to drive under the Motor Insurance Policy . |
| Insured Vehicle | The Vehicle Insured under the Motor Insurance Policy . |
| Loss of Hearing or Speech | The total, permanent and irrecoverable loss of hearing or speech. |
| Loss of Limb | Means loss by physical severance at or above the wrist or ankle or the total and permanent loss of an entire hand, arm, foot or leg. |
| Loss of Sight | Means complete and irrecoverable loss of sight in one or both eyes. |
| Motor Insurance Policy | The Policy Expert Motor Insurance Policy that has been issued to You for the Insured Vehicle . |
| Permanent Total Disablement | Means total disablement from engaging in or attending to any occupation whatsoever for at least 12 months from the date of Bodily Injury , and at the end of that time being beyond hope of improvement. |
| Period of Insurance | This Policy will run concurrently with Your Motor Insurance Policy for a maximum of 12 months. If You arranged this Policy after the Start Date of Your Motor Insurance Policy cover will be provided from the date You bought it and will end on the expiry date of Your Motor Insurance Policy , as detailed on the certificate of motor insurance. |
| Policy | The documents consisting of Your policy wording and Your motor insurance welcome letter |
| Policy Administrator | URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. Registered in England and Wales with Company Number: 2461657. URIS Group Limited is authorised and regulated by the Financial Conduct Authority Number: 307332. |
| Start Date | The date shown on Your certificate of motor insurance or the date of purchase as shown in Your confirmation letter if You have taken this Policy out afterwards. |
| UK, United Kingdom | Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man. |
| We, Us, Our | AmTrust Europe Limited. |
| You, Your | The person named as the Policy holder in the Motor Insurance Policy . |

Eligibility

You are eligible to take out Policy Expert Personal **Accident** Insurance if on the **Start Date You** agree to pay the premium and:

- 1) **You** have a valid **Motor Insurance Policy**;
- 2) **You** are aged between 18 and 70; and
- 3) **You** are a **UK** resident with a permanent **UK** address.

What is Covered

Within the **Geographical Limits** and the **Period of Insurance**, **We** will pay the amount shown below if due to an **Insured Incident** an **Insured Person** suffers **Accidental** Bodily Injury or death.

Insured Incidents

- 1. An **Accident** which occurs whilst a Category 1 **Insured Person** is driving any **Vehicle** which they are **Insured** to drive under the **Motor Insurance Policy**, or whilst they are a passenger in any **Vehicle**, including getting into and out of such a **Vehicle**.
- 2. An **Accident** which occurs whilst a Category 2 **Insured Person** is travelling in, getting into to or out of, any **Vehicle** driven by **You** which **You** are **Insured** to drive under the **Motor Insurance Policy**.
- 3. In relation to both categories of **Insured Person**, a malicious and unprovoked assault by the occupant or rider of another motor **Vehicle** or pedal cycle which occurs in the vicinity of the **Insured Vehicle**.

The amounts **We** will pay under this section are:

| Cover | Limit |
|--|--|
| Death | £30,000 |
| Death (For any Insured Person under the age of 16 years or in full time education) | £2,500 |
| Loss of Sight | £30,000 |
| Loss of Speech | £30,000 |
| Loss of Hearing in both ears | £30,000 |
| Loss of Hearing in one ear | £7,500 |
| Loss of Limb / Limbs | £30,000 |
| Permanent Total Disablement (excluding Loss of Sight , Loss of Limbs , Loss of Hearing or Speech) | £30,000 |
| Emergency Dental Expenses | Up to £250 for emergency dental treatment for the Insured Persons natural teeth within 7 days of the assault. Cover excludes the first £25 of each and every claim. |
| Personal Effects | Up to £150 for damage to the Insured Persons clothing and or personal effects. Cover excludes the first £25 of each and every claim. |

Table continues over page

| Cover | Limit |
|---|--|
| Hospital Daily benefit | The Policy will pay £100 per each completed 24 hour period of stay in Hospital , up to a maximum of £3,000. Cover excludes the first 24 hour period of stay. |
| Stress Counselling | Up to 5 stress counselling sessions with a qualified counsellor up to a maximum claim limit of £500. |
| Total maximum claim limit per person in any one Accident | £30,000 |
| Total maximum claim limit for all people in any one Accident | £240,000 |

What We Will Not Cover

This **Policy** will not cover loss, disablement or death arising in the following circumstances:

- Claims for **Insured Person**'s who are over 71 years of age at point of claim;
- More than one claim under each cover from the consequences of one **Accident** to any one **Insured Person**;
- Suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or the **Insured Person**'s own criminal act;
- Riding a motorcycle or moped as a driver or passenger;
- Whilst the **Insured Person** is under the influence of drugs or alcohol; unless undergoing treatment or following the advice of a **doctor** for a condition other than alcohol or drug addiction;
- Unless otherwise agreed with **Us** this **Policy** will not cover, **Bodily Injury** or death arising from a medical condition which the **Insured Person** suffered from in the 12 month period immediately prior to the **Start Date** of cover which:
 - a) The **Insured Person** knew about, or should reasonably have known about; or
 - b) The **Insured Person** had seen, or arranged to see, a **Doctor** about;
- Whilst the **Insured person** is engaged in military, air force or naval services or operations;
- Whilst the **Insured Person** is using the **Insured Vehicle** in any kind of race, track day, motor trade of for private or public hire as a courier, haulier, mini bus or driving instructor;
- Any matrimonial or family dispute;
- Provoked assault or fighting (except in bona fide self defence).

General exclusions

We will not pay for:

Radioactive Contamination Any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

War Risks: Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

Terrorism: Any direct or indirect consequence of terrorism as defined by the terrorism Act 2000 and any amending or substituting legislation.

General conditions

False/Fraudulent Claims

If **You** or anyone acting on **Your** behalf makes a claim under this certificate of insurance and know the claim is false or fraudulent in any way, the cover is void and the claim will not be paid, and all monies received by **You** or **Your** representatives, shall be immediately repaid. **We** may also share this information with other insurers and with the appropriate law enforcement authorities.

Claims

In the event of any incident which may give rise to a claim **You** must follow the claims procedure detailed in this **Policy**. In the event of a successful claim being made under the death benefit section of this **Policy**, settlement monies will be paid to the deceased's executor(s) and/or administrator(s) of their estate.

Governing Law

Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.

AmTrust Europe Ltd Privacy and Data Protection Notice

Data Protection

We are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit our website at www.amtrusteurope.com.

Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

How we use your personal data and who we share it with

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that you request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** data to safe-guard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

Disclosure of your personal data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

International transfer of data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the European Economic Area ("EEA"). **We** currently transfer personal data outside of the EEA to the USA and Israel. Where we transfer **Your** personal data outside of the EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

Your rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning **Our** use of your personal data, please contact **The Data Protection Officer, AmTrust International - please see website for full address details**.

Rights and Responsibilities

We have the right, at **Our** expense and in **Your** name to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made.

You must give **Us** or the **Administrator**, and pay for, all the information **We** or they ask for about the claim ie. death certificate. At **Our** cost **You** must also help **Us** to take legal action against anyone or help **Us** defend any legal action if **We** ask **You** to.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of **Your** application for cover under the **Policy**;
- to make sure that all information supplied as part of **Your** application for cover is true and correct;
- tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to provide answers in-line with the requirement of the Act may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

Transferring Your Interest in the Policy

You cannot transfer **Your** interest or right in the **Policy** to anyone else.

Police

You must report the **Insured Incident** to the police.

Contract (Rights to Third Parties) Act 1999

A person or company who was not a party to this policy has no right under the Contracts (Rights to Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

How to Make a Claim

All claims must be notified as soon as reasonably possible to Arc Legal Assistance Limited. The quickest way to get **Your** claim to **Us** is to visit <https://claims.arclegal.co.uk> to complete and submit **Your** claim online.

If **You** need assistance, or are unable to complete **Your** claim online, please telephone 0344 770 9000.

We will only pay claims after **We** have received appropriate evidence and acceptable proof of claim (for example the death certificate, accident report) and title of the person making the claim. If **We** request it, **Your** personal representative must give **Us** permission to obtain medical reports or records from any medical practitioner who treated **You**.

If insufficient information is supplied, **We** will advise what further information is required. If **We** do not receive the required information, **We** may reject the claim or withhold payment until such information is received.

We will only pay the benefit to **Your Personal Representative**. Such payment will discharge **Us** from any further financial obligation under this policy.

We will not pay any interest on any amount payable under this policy.

Cancellation

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please telephone Policy Expert on 0330 0600 602 within 14 days from the day of purchase or the day on which **You** receive **Your Policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by contacting Policy Expert, however no refund of premium will be payable. The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud;
- b) Non-payment of premium;
- c) Threatening and abusive behaviour;
- d) Non-compliance with **Policy** terms and conditions.

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. This **Policy** runs concurrently with **Your Motor Insurance Policy**. If **Your Motor Insurance Policy** is cancelled for any reason this **Policy** will be cancelled also. Seven days notice would be provided.

How to Make a Complaint

It is the intention to give **You** the best possible service but if **You** have a complaint about the way in which **Your Policy** was sold to **You**, it should be addressed to Policy Expert, Maxim 3, 2 Parklands Avenue, Eurocentral, Motherwell, ML1 4WQ or telephone 0330 0600 602 (all calls are recorded).

Claims service

If **You** have any questions or complaints about the handling of **Your** claim **You** should contact Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD, Telephone: 01206 615000, email: customerservice@arclegal.co.uk.

We will always confirm to **You**, within five working days, that we have received your complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response.

If **You** remain dissatisfied after the consideration of **Your** complaint as noted above, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service who can review complaints from eligible complainants. The address is:

Post: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.
Tel: 0800 0234 567 or 0300 123 9123 from a mobile.

Further information can be found on their website: www.financial-ombudsman.org.uk.

The above complaints procedure is in addition to **Your** statutory rights as a consumer and does not affect any legal right **You** have to take action against **Us**. For further information about **Your** statutory rights, contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Replacement car cover



>> Need to make a claim?

0344 809 9963

Free 24hr emergency claim line.

Replacement car cover policy wording

This insurance is arranged by Policy Expert and URIS Group, administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance PLC.

Claims are managed on behalf of the **insurer** by the **administrator** who have appointed the **hire firm** to deal with any claims covered by the policy.

If **you** have paid the premium **we** will agree to insure **you** subject to the terms and conditions detailed in this policy wording for replacement vehicle in the event of an **insured incident** during the **period of insurance**.

Please take time to read the contents of this policy including how to make a claim. If **you** do need to discuss any aspect of this policy, please call **your** agent who arranged this insurance on **your** behalf.

Your policy will end if:

- **You** do not pay the premium;
- **Your** residential address is no longer in the **United Kingdom**;
- **You** or **we** cancel this policy; or
- The underlying **motor insurance policy** is cancelled.

Replacement Car – How It Can Help

Even if **you** are comprehensively insured **your motor insurer** may not provide **you** with a replacement **vehicle** in the event of a road accident, vehicle fire or the theft of **your insured vehicle**, leaving **you** without suitable transport. Where a replacement **vehicle** is provided, it will generally be only a small courtesy car provided by the repairer. This **policy** provides **you** with a **replacement car**, where **your insured vehicle** is:

- written off or damaged beyond economical repair following a fire or road traffic accident which is **your** fault; or
- stolen and not recovered. The **replacement car** will be provided to **you** by the **hire firm** and the **policy** covers **you** for the **vehicle** hire costs, which are not recoverable from any **third party**, allowing **you** to continue **your** daily life without unnecessary inconvenience.

Making a Claim

If **you** need to make a claim for a **replacement car** due to an **insured incident** then please call the helpline on 0344 809 9963. Lines are open 24 hours a day throughout the year. If **you** have a valid **policy** in place and the claim is due to an **insured incident**, **you** will be provided with a **replacement car** within 1 working day of the claim being accepted, which **you** can use for the **hire period**.

Please note the following information will be required:

- **Policy** number
- **Your** name
- **Your** address

If **your insured vehicle** is stolen or involved in an accident, write down as many details as possible including the names and addresses of anyone else involved and any information provided by the police, including crime reference number in the event of theft. If **we** accept **your** claim, **we** will arrange for the delivery to **you** of a suitable **replacement car**, which **you** can use for the **hire period**.

Definitions

All through **your policy** there are certain words printed in bold. These words have special meanings which are shown below.

| | |
|------------------------|--|
| Administrator | Legal Insurance Management Ltd. |
| Computer Virus | A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature. |
| Electronic Data | Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. |
| Geographical Limits | England, Wales, Scotland and Northern Ireland. |
| Hire Firm | SGS Business Process Services (UK) Limited, Indemnity House, Sir Frank Whittle Way, Blackpool, FY4 2FB. |
| Hire Period | The period from the date a replacement car is delivered to you until the date when you receive a settlement in respect of the value of the insured vehicle or the date on which the insured vehicle is recovered in the event of theft, subject to a maximum of 14 days in any event. |
| Insured Incident | <ul style="list-style-type: none">• A road traffic accident which is your fault, damage by fire or attempted theft within the geographical limits that renders the insured vehicle a total loss (a write off), as determined or accepted by the insurer, the third party insurer or by a garage who is a member of the Vehicle Builders & Repairers Association (VBRA) or Motor Vehicle Repairers Association (MVRA) or another similar recognised body; and• Theft of the insured vehicle within the geographical limits where the insured vehicle is not recovered. Please note you will be required to provide your crime reference number for all theft or attempted theft claims. |
| Insured Person | You and any other person driving the insured vehicle with your permission and under the cover of your motor insurance providing they satisfy the hire firm's standard terms and conditions of hire in force at the date of the insured incident . |
| Insured Vehicle | The vehicle specified in the motor insurance policy issued with this policy . |
| Insurer, We, Us, Our | Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc. |
| Motor Insurance Policy | The Policy Expert motor insurance policy that has been issued to you for the insured vehicle . |
| Period of Insurance | 12 calendar months from the start date of this policy , or until the next expiry date of your motor insurance policy , whichever period is the less. In the event of cancellation or non-renewal of your motor insurance policy , all cover under this policy shall cease. |
| Policy | This policy of insurance. |

| | |
|--------------------------|--|
| Replacement Car | A replacement car or standard commercial vehicle having an equivalent engine capacity to the insured vehicle but not exceeding 2,000cc in any event. If the insured vehicle is a 7 seater vehicle, a 7 seater vehicle will be provided but not exceeding 2,000cc in any event. |
| Third Party | The other person(s) and/or party(s) responsible for the insured incident , excluding any insured person . |
| Vehicle Hire Cost | The cost of hiring a replacement car for one continuous hire period . |
| You, Your | Any insured person . |

What is Covered?

- Where the **insured vehicle** has been damaged beyond economical repair as a result of an **insured incident** arising during the **period of insurance**, subject to the terms and conditions, **we** will arrange for the supply to **you** of a **replacement car** for the duration of the **hire period** and **we** will pay the **vehicle** hire costs provided that hire has been arranged by **us** through the **hire firm**.
- The **replacement car** will be delivered to **you** free of charge as soon as is practically possible and in any event within one working day of **you** reporting an **insured incident** to **us**.
- You** may ask for the **replacement car** to be delivered to **you** at any convenient place within the **geographical limits**.
- A maximum of 2 claims can be made during the **period of insurance**.

General conditions and exclusions

1. **We** will not be able to supply a **replacement car** to any person who does not meet the **hire firm's** standard terms and conditions of hire in force at the date of the **insured incident**.
2. **We** will not pay vehicle hire costs incurred before **our** acceptance of a claim.
3. In the event of theft of the **insured vehicle** **you** must, when reporting to **us**, provide **us** with the name, address and telephone number of the police station to which the theft has been reported and supply the crime reference number which has been allocated by the police.
4. The **insured incident** must be reported under **your** own **motor insurance policy**.
5. **We** will not supply a **replacement car** where the loss of the **insured vehicle** arises out of any act of vandalism or any deliberate or criminal act or omission other than vehicle theft.
6. **We** will select a **hire firm** for **you**, and arrange for them to supply a **replacement car** suitable for **your** needs and availability.
7. **We** will not supply a **replacement car** if **you** are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader, unless it is for **your** personal use only.
8. **We** will not supply a **replacement car** where the **insured vehicle** is used for racing, rallies or competitions.
9. **We** will not supply a **replacement car** where there is any allegation that the **insured incident** arose at a time when the **insured person** had consumed alcohol or illegal drugs.
10. **We** will not be liable for the cost of fuel, fares, fines or fees relating to the **replacement car** whilst in **your** possession.
11. **We** will not be liable for any further hire charges due after the **hire period**.
12. **You** must keep **us** fully informed at all times of all matters relating to the **insured incident** and in particular must notify **us** immediately if the **insured vehicle** is replaced, settlement received for the value of **insured vehicle**, or where the **insured vehicle** is recovered in the event of theft.
13. This **policy** is written in English and all communications about it will be in English.
14. If a claim is made which **you** or an **insured person**, or anyone acting on **your** behalf, knows is fraudulent or exaggerated, **we** will not pay **your** claim and cover under **your** insurance will end without any return of premium.
15. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to:
 - a) Supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the **policy**;
 - b) Make sure that all information supplied as part of **your** application for cover is true and correct;
 - c) Tell **us** of any changes to the answers **you** have given as soon as possible.
16. **We** will not pay for any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
17. **We** will not pay for any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
18. **We** will not pay for any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
19. **We** will not pay for any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.
20. Failure to provide answers in-line with the requirement of the Act may mean that **your policy** is invalid and that it does not operate in the event of a claim.

Cancellation

This insurance is optional and **you** have a right to cancel **your policy** during a period of 14 days from the **start date** of the **policy** or the day on which **you** receive **your policy** document, whichever is the later. If **you** wish to cancel during this period, **you** will be entitled to a full refund of any premiums paid providing **you** have not made a claim, by contacting Policy Expert on 0330 0600 602. **You** can also cancel **your policy** at any other time by calling Policy Expert, however no refund of premium will be made. The **insurer** shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the **insured** at their last known address.

Valid reasons may include but are not limited to:

- a) Fraud;
- b) Non-payment of premium;
- c) Threatening and abusive behaviour;
- d) Non-compliance with **policy** terms & conditions.

Provided the premium has been paid in full **you** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. This **policy** runs concurrently with **your motor insurance policy**. If **your motor insurance policy** is cancelled for any reason this **policy** will be cancelled also. Seven days notice would be provided.

How to Make a Complaint

It is the intention to give **you** the best possible service but if **you** have a complaint about the way in which **your policy** was sold to **you**, it should be addressed to Policy Expert, Maxim 3, 2 Parklands Avenue, Eurocentral, Motherwell, ML1 4WQ or telephone 0330 0600 602 (all calls are recorded).

If **you** have any questions or concerns about the handling of a claim, **you** should contact the **hire firm** on 0344 809 9963.

Please ensure **your** claim number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

Post: The Financial Ombudsman Service, Exchange Tower, Harbour, London, E14 9SR.
Tel: 0800 023 4567 or 0300 123 9123 from a mobile.
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Online Dispute Resolution Portal

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Governing Law

Unless some other law is agreed in writing, this **policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Royal & Sun Alliance Insurance plc Privacy Policy

Your privacy is important to **us** and **we** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **we** use the information **we** collect about **you** and how **you** can exercise **your** data protection rights. **You** can view **our** full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **you're** unable to access the link or have any questions or comments about **our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA. **You** can also email us at crt.halifax@uk.rsagroup.com.

Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **your** insurance policy and meet **our** contractual requirements under the policy.

It is important to LIM that **you** are clear on what information **we** collect and why **we** collect it. **You** can withdraw **your** consent at any point by notifying LIM, however if **you** have an on-going claim this may affect continued cover under **your** policy. Should **your** data need updating, this can also be done at any point by contacting LIM.

To view **our** full privacy notice, **you** can go to <https://www.legalim.co.uk/policyholder-privacy-notice> or request a copy by emailing us at dataprotection@legalim.co.uk. Alternatively, **you** can write to us at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

Key cover



>> Need to make a claim?

0333 0600 623

Lines open 24 hours a day


Key cover

This is **your** policy wording booklet. It sets out the details of **your** insurance contract with **us**. Please take time to read this policy wording booklet to make sure **you** understand the cover provided.

If **you** have any questions or need more information, please give **us** a call or drop **us** an email. **We**'re here to help.

Please take time to complete these four steps

1. Attach **your** keys to **your** registered **fob**, that has been sent separately to **you** in the post.
2. Read through **your** main motor policy **schedule** to check that **your** details are correct and notify **us** if anything needs changing.
3. Write down **your** unique **fob** number (located on the back of **your fob**) in the purple block below.
4. Keep **your** policy documents in a safe place.



If your keys go missing call our emergency helpline number immediately on:

0330 0600 623

Lines are open 24 hours a day

The main features of your policy

1. If **your** keys are lost or stolen, **you** are covered for new locks or replacement keys up to an annual limit of £1,500.
2. If **you** lock yourself out of **your** home or vehicle, **you** are covered for locksmith charges up to an annual limit of £1,500.
3. If **you** can't use **your** vehicle because **your** keys have been lost or stolen **you** are covered (for up to £50 a day) to hire another vehicle for up to 3 days.
4. A 24-hour, 365 days a year emergency helpline.
5. Access to a nationwide network of locksmiths.
6. There are no excesses to pay when **you** make a claim.
7. If **you** make a claim on this policy, the no claims discount on **your** main motor policy will not be affected.
8. All the keys that are attached to **your** registered **fob** are covered.

Frequently asked questions

- Q: Can I purchase an extra **fob** for a family member who lives at a different address?
- A: **You** can buy up to 4 fobs per policy. Any family member who lives at the same address can have a **fob**. Also, named drivers on **your** motor policy are entitled to cover and can have a **fob**.
-
- Q: Which type of keys are covered by this policy?
- A: All keys attached to the **fob** are covered. **You** can attach as many different type of keys as **you** like to **your fob** (for example **your** car, house, garage, office keys).
-
- Q: Do I need to pay the finder the £10 reward?
- A: No. Keycare will send the reward directly to the person who found **your** keys.

Looking after your keys

1. Never have anything containing **your** name and address attached to **your** keys.
2. Never leave **your** keys under doormats, on a string through the letterbox, under a stone, on top of a door or window frame. An opportunist thief may be watching.
3. Never leave doors or windows open when **you** go out. If **you** can get in, so can a burglar.
4. Always leave a spare set of keys with a trusted neighbour, friend or family member.
5. Try not to keep all **your** keys on one key ring.
6. Don't leave vehicle keys close to the front door where they can be seen.
7. Never leave **your** keys in **your** vehicle - not even for a second, especially when at a petrol station or when loading or unloading **your** vehicle.

Definitions

The following definitions have the same meaning wherever they appear in this policy. They will always appear in bold font.

Cover limit

The maximum amount **we** will pay in each **period of insurance** is £1,500.

Fob

The numbered key **fob** issued to the **policyholder** by Keycare, which is registered in the **policyholder's** name.

Insurer

Ageas Insurance Limited.

Insured event

- i. the loss or theft of any **insured key**;
- ii. any **insured key** locked inside **your** home or vehicle;
- iii. any **insured key** that is broken, or broken in a lock

which occurs within the **territorial limits** and during the **period of insurance**.

Insured key

Any keys that are attached to **your fob** at the time of the **insured event**.

Period of insurance

The period shown in **your** policy **schedule** which **your insurer** agrees to provide cover for, as long as **you** pay the premium.

Policy

These terms and conditions, together with the most recent policy **schedule** that **we** have issued to **you**.

Policyholder

The person named in the policy **schedule** and who Keycare has registered the **fob** to.

Policy schedule

The document for **your** main motor policy, giving details of the **policyholder** and **period of insurance**.

Security risk

- i. Following the loss or theft of an **insured key**, the risk of someone finding the key and being able to trace it to **your** vehicle or premises; or
- ii. where the lost key is the only one **you** had and **you** cannot obtain replacements from duplicate keys or from the number assigned to the key.

Territorial limits

Worldwide.

Vehicle hire charges

The standard charges (excluding any optional extras) to hire a vehicle.

You/your

- i. The **policyholder**;
- ii. any immediate member of the **policyholder's** family permanently living with the **policyholder** at the same address as the **policyholder**; and
- iii. any named driver on the **policy schedule** during the **period of insurance**.

We/us/our

Policy Expert (a trading name of QMetric Group Limited).

Claims procedures and conditions

1. How to make a claim

To make a claim call 0330 0600 623 and quote **your fob** number.

You must report any claim to Keycare as soon as possible and always within 45 days of the **insured event**.

You must submit valid receipts or invoices to Keycare, for payments **you** have made, within 120 days of the **insured event**.

You are responsible for the cost of preparing any claim under this policy.

2. Theft

If an **insured key** has been stolen it must be reported to the police immediately and a crime reference number obtained.

3. Fraud

If **you** make a fraudulent claim under this policy (including exaggeration of the claim or submitting falsified or forged documents), the **insurer** is not liable to pay the claim and may recover any sums paid to **you** in respect of that claim.

4. Maximum number of claims

There is no limit to the number of separate claims that **you** may make within the **period of insurance**. However, the **insurer** will not pay more than the **cover limit** in any **period of insurance**.

5. Evidence of ownership

When **you** make a claim, Keycare may require evidence of ownership of the vehicle or premises which the stolen or lost keys relate to.

General conditions

1. Compliance and precautions

The insurance will only apply if **you** have complied with all the terms and conditions of the **policy**. It is **your** responsibility to follow the advice in the 'Looking after **your** keys' section to protect the **insured keys** and minimise the cost of any claim.

2. Cancellation

Cancellation by the policyholder

The **policyholder** may cancel this policy at any time.

If the **policyholder** cancels within 14 days of either receiving the policy documentation, or from the start date of the policy (whichever is later) then:

- a. if a claim has been made on the policy there will be no refund of premium;
- b. if no claims have been made on the policy then any premium already paid will be returned.

If the **policyholder** cancels outside this 14-day period there is no entitlement to a refund of premium.

Cancellation by us

Where there is a valid reason for doing so, **we** may cancel the insurance by giving the **policyholder** seven days' notice in writing sent to the last known address of the **policyholder**.

Your insurer or Keycare may also request that **we** cancel the insurance policy

Valid reasons for cancellation may include, but are not limited to:

- Where **you** have given incorrect information and fail to provide clarification when requested;
- Where **you** breach any of the terms and conditions which apply to **your** policy;
- Where **we** reasonably suspect fraud; or

Use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers, by **you** or any person acting on **your** behalf. If **we** cancel the insurance one of the following will apply:

- a. if a claim has been made on the policy, there will be no refund of premium;
- b. if no claim has been made on the policy, then the unused proportion of premium will be returned.

If **you** make a fraudulent claim, the **insurer** may treat the insurance as having been terminated with effect from the time of the fraudulent act. If the **insurer** treats the insurance as terminated, it may refuse all liability in respect of an **insured event** occurring after the fraudulent act and not return any premium paid.

3. Applicable contract law

You and the **insurer** are free to choose the law applicable to this contract, but in the absence of agreement to the contrary the law of England and Wales will apply.

4. Assignment

This policy may not be assigned in whole or in part without the written consent of Keycare.

5. Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in the English language.

What is covered

This insurance is a contract between **you** and the **insurer** and is subject to the terms, conditions and exclusions contained in this policy.

1. Following an **insured event** to an **insured key**, it will pay for:
 - a. locksmith charges;
 - b. new locks (if a **security risk** has arisen);
 - c. replacement keys (including any immobiliser, infrared handset and/or alarm which is integral to any **insured key** if such cannot be reprogrammed); and
 - d. the reprogramming of immobilisers, infrared handsets and alarms which are attached to the **fob** but are not integral to an **insured key**.
2. It will pay up to £50 per day, for a maximum of three days, towards **vehicle hire charges** if **you** can't use **your** vehicle as a result of an **insured key** being lost or stolen.
3. If an **insured event** means that **you** cannot drive, it will pay up to £100 per claim for onward transport costs to get **you** or **your** vehicle to:
 - **your** original destination;
 - a garage; or
 - **your** home.
4. It will pay a £10 reward to the finder of a lost **insured key**.
5. It will provide an emergency helpline 24 hours a day, 365 days a year.

The amounts shown below are the most this policy will pay:

- for events **1**, **2** and **3** - up to the **cover limit**;
- if an **insured key** is broken, or broken in a lock - up to £50 per claim, for a replacement key and locksmith charges.

What is not covered

The **insurer** will not cover **you** for:

1. Lost or stolen keys that are not attached to the **fob** (unless **you** have already notified Keycare that the **fob** has been lost or damaged and **you** are awaiting a replacement, in which event Keycare will consider a claim in respect of any key which they are satisfied would otherwise have been attached to the **fob**).
2. Any amount exceeding the **cover limit**.
3. Any claim where **you** do not submit valid receipts or invoices to Keycare within 120 days of the **insured event**.
4. **Insured keys** which are lost, until 2 days have passed since the loss was reported to Keycare (unless Keycare is satisfied that a delay would cause undue hardship or significant expense).
5. Costs relating to a damaged lock.
6. **Insured keys** lost or stolen from someone other than **you**.
7. Any costs where duplicate keys are available. However, **we** will pay to replace the **insured key** and the cost to transport **you** to **your** home or **your** duplicate key.
8. More than one replacement key per lock, or three replacements for house keys.
9. Any **insured event** not reported to Keycare within 45 days.
10. Wear and tear or general maintenance of locks and keys.
11. Replacement locks or keys of a higher standard or specification than those replaced.
12. Charges or costs incurred where Keycare arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location and **you** fail to attend.
13. Charges or costs incurred where **you** make alternative arrangements with a third party once Keycare has arranged for a locksmith or other tradesman, agent or representative to attend a particular location.
14. The balance of onward transport costs over a maximum of £100.
15. Loss of any property other than an **insured key** and its associated lock or ignition system, and any immobiliser, infra-red handset and/or alarm attached to the **fob**.
16. Loss caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.
17. Loss caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup, or the actions of any lawful government, or public or local authority.
18. Any loss of earnings or profits which **you** suffer as a result of an **insured event**.
19. Claims arising from any deliberate or criminal act or omission by **you**.
20. Any **insured event** which occurs outside the **period of insurance**.
21. Any loss of market value as a result of loss or theft of the **insured keys**.

Regulatory information

Who's who

1. **Your** policy is administered by Keycare.

Registered office: Keycare Limited, 2-3 Quayside House, Quayside, Salts Mill Road, Shipley, West Yorkshire BD18 3ST.

Keycare is authorised and regulated by the Financial Conduct Authority – registration number 309514.

2. The broker who sold this product to **you** is Policy Expert.

Registered office: 110 Bishopsgate, London, EC2N 4AY.

Policy Expert is a trading name of QMetric Group Limited who is authorised and regulated by the Financial Conduct Authority – registration number 529506.

3. The **insurer** is Ageas Insurance Limited.

Registered office: Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority – registration number 202039. This can be checked on the Financial Services Register by visiting the FCA website www.fca.org.uk or by contacting the FCA on 0800 1116768 or the PRA on 020 7601 4878.

Recording calls

All telephone calls to Keycare and Policy Expert are recorded to:

1. provide a record of the instructions received from **you**;
2. help monitor quality standards and assist with staff training; and
3. meet legal and regulatory requirements.

Financial Services Compensation Scheme

Keycare and the **insurer** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Keycare and the **insurer** are unable to meet their obligations to **you**.

Further information is available at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Protecting your personal information

For details of how Policy Expert will use and share **your** information, please see **our** privacy notice, which is available on **our** website at www.policyexpert.co.uk/privacy-policy.

Please read these documents to make sure **you** fully understand how **your** personal information will be processed.

Or **you** can contact **our** Data Protection Officer at 110 Bishopsgate, London, EC2N 4AY.

The latest version of the Keycare privacy policy is available to view and download on their website www.keycare.co.uk/home/PrivacyPolicy.

Complaints procedure

In the event of a complaint arising under this insurance, **you** should follow the complaints procedure below.

Complaints regarding the sale of this policy. Please contact:

Post: Customer Services Manager
Policy Expert
Maxim 3
2 Parklands Avenue
Motherwell
ML1 4WQ
Phone: 0330 0600 602
Email: motor-complaints@policyexpert.co.uk

Complaints regarding a claim. Please contact:

Post: Complaints
Keycare
2-3 Quayside House,
Quayside Salts Mill Road
ShIPLEY, West Yorkshire
BD18 3ST
Phone: 0330 0600 623
Email: complaints@keycare.co.uk

Please quote **your** policy number in all correspondence to help **us** give a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service (FOS). The FOS is an independent body that can help **you** and **us** to reach an agreement on complaints which have already been through **our** complaints procedure.

You can contact the Financial Ombudsman Service at:

Post: Insurance Division
Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Phone: 0800 023 4567
Web: www.financial-ombudsman.org.uk

European Online Dispute Resolution platform

If **you** bought **your** policy online, the European Online Dispute Resolution (ODR) platform can help settle any disputes about it.

If **you** have a complaint about **your** policy, **you** can enter it onto the ODR platform. **Your** complaint will then be sent to the correct alternative dispute-resolution scheme. For insurance complaints in the UK, this is the Financial Ombudsman Service, whose contact details are above.

For more information about ODR, please visit <http://ec.europa.eu/odr>.

The above complaints procedure does not affect **your** legal rights as a consumer. For more information about **your** legal rights, contact **your** local authority's trading standards service or Citizens Advice.

Excess protection



>> Need to make a claim?

0330 1230 307

9am - 5pm Monday - Friday

or do it online: claims@businessanddomestic.co.uk (you will need your policy number).

Excess protection policy wording

Thank **you** for choosing Motor Excess Protect Insurance. The information in this **policy** wording contains important information and **we** have made it as easy as possible to understand. Please take time to read through it and contact **us** if **you** need any further information.

Insurer

This policy is a contract between **You** and the **Insurer**, Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of **UK** business. Details about the extent of **Their** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company on request.

The **Insurer** will indemnify the **Policyholder** subject to the terms, conditions, clauses and exclusions of this policy during the **Period of Insurance** within the Geographical Limits

This Insurance is administered and claims are handled on behalf of the **Insurer** by Business & Domestic Insurance Services

Business and Domestic Insurance Services is a trading style of Blink Innovation (UK) Limited, who act as an insurance intermediary on behalf of the **Insurer**. Blink Innovation (UK) Limited is authorised and regulated by the Financial Conduct Authority (FCA), Financial Services Reference Number 790304. Registered Office; 6 East Parade, Leeds, LS1 2AD. Registered in England and Wales, Company No. 10257192

The **Insurer** is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **They** cannot meet **Their** obligations to **You**. This depends on the type of business and circumstances of the claim. Insurance arranging and administration is covered for 90% of the claim with no upper limit. **You** can learn more about this scheme at www.fscs.org.uk or by phoning 0800 678 1100 or 0207 741 4100.

What Makes Up this Policy?

This **policy** and the **certificate of insurance** or **confirmation of coverage** document must be read together as **they** form **your** insurance contract.

Monetary Limits

We can insure **You** up to the cover limit as specified on **Your** certificate of insurance or confirmation of coverage document.

Cooling Off Period

Your policy administrator will refund in full **Your** premium, if, within 14 days of purchasing this **Insurance** **You** decide that it does not meet **Your** needs providing that **you** have not reported or are intending to report a claim. Once the 14 days has expired **You** may cancel this **Insurance** but no refund of premium will be given.

Demands and Needs

This policy will suit the demands and needs of a customer that wishes to cover the cost of the **Excess** applying to their **Motor Insurance Policy** in the event of a valid claim, where the claim value exceeds the combined compulsory and voluntary **Excess** deducted from the motor insurers claim settlement.

What is Covered

Subject to the terms and conditions as described in this document and subject to the correct premium having been paid, in the event of an accident to **Your Vehicle** that was **Your** fault or a fire, flood, theft or vandalism claim that is settled under the terms of **Your Motor Insurance Policy** (or disputed fault claim that cannot be resolved within 6 months from the incident date), where the **Excess** applying to **Your Motor Insurance Policy** is exceeded, **this Insurance** will pay the cost of the **Excess** deducted from the motor insurers claim settlement.

What is not covered

This Insurance will not cover

1. Any claim notified to **Us** more than 30 days after the incident date.
2. Any claim where the **Excess** under **Your Motor Insurance Policy** is not exceeded.
3. Any claim which occurred prior to the **Excess** Protect start date shown in the **Schedule**.
4. Any contribution or deduction from the settlement of any claim under **Your Motor Insurance Policy** other than the stated policy **Excess**, for which **You** have been made liable.
5. Any claim where another party has paid or agreed to pay **Your Excess**.
6. Any claim that is declined under **Your Motor Insurance Policy**.
7. Any **Excess** claim arising from glass repair or replacement.
8. Liability which attaches by virtue of an agreement, but which would not have attached if the agreement did not exist.
9. Vehicles that are used for hire & reward (Taxi or courier services) or for commercial travel, are not eligible for cover

Terms used in this Insurance

What the terms mean

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy document and will appear as bold text.

1. **Annual Aggregate Claim Limit** means the maximum amount the **Insurer** will pay during the **Period of insurance**.
2. **Excess** means the amount You must pay under the terms of Your Motor Insurance Policy.
3. **Motor Insurance Policy** means the insurance policy covering Your vehicle, that must be maintained for the period of this insurance.
4. **Insurer / They / Their** means Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA.
5. **This Insurance** means the cover detailed in this policy document.
6. **Issue Date** will be confirmed in the Schedule, being the date on which You either concluded the contract of insurance or the day on which You receive the contractual terms and conditions.
7. **Period of insurance** this is a 12 month contract of insurance that commences on the start date specified in the schedule and ends after 12 months or when the Annual Aggregate Claim limit is reached.
8. **Schedule** means the part of this Insurance that contains details of You and Your vehicle, cover selected, the Period of Insurance and claims limit.
9. **Seller** means the company where You purchased this Insurance.
10. **UK** means the United Kingdom.
11. **Vehicle** means the Vehicle detailed in the schedule of which You are the owner or registered keeper.
12. **We/Us/Our** means Blink Innovation (UK) Limited T/A Business and Domestic Insurance Services.
13. **You/Your/Insured/Policyholder** means the person or company named in the schedule.

General conditions

1. Right of Recovery - **We** can take proceedings in **Your** name at **Our** expense to recover for the benefit of the **Insurer** the amount of any payment made under **this Insurance**.
2. Other Insurance - If You are covered by any other insurance policy for the **Excess** payable following an incident covered under **this Insurance**, the **Insurer** will only pay **Their** share of the claim.
3. Reasonable Precautions - You or the driver must take reasonable steps to safeguard the **Vehicle** against loss or additional exposure to loss.
4. Keeping to the terms of **this insurance** - For cover to apply, You must adhere to terms and conditions set out in this policy document.
5. Motor Insurance - You must maintain at all times during the **Period of Insurance** a valid **Motor Insurance Policy**.
6. The benefits of **this Insurance** may not be re-assigned or transferred without **Our** express consent.

Consumer Insurance (Disclosure and Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

- i. Supply accurate and complete answers to all the questions **We** may ask as part of **Your** application for cover under the Policy;
- ii. To make sure that all information supplied as part of **Your** application for cover is true and correct;
- iii. Tell **Us** of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

Invalid Cover Benefit

If any Benefit is paid which is found to have been made as a direct or indirect result of **Your** fraud, recklessness or negligence then all payments may be forfeited, and **We** reserve the right to demand that any sum paid by the **Insurer** is repaid by You and/or take the appropriate legal action against You.

Jurisdiction and law

Unless some other law is agreed in writing, **this Insurance** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England and Wales or of the country within the United Kingdom in which You reside.

Claims conditions

1. You must report any claim to **Us** as soon as possible but within 30 days of the incident date and provide all information and assistance which **We** may require.
2. If You or anyone acting for You makes a claim under this policy knowing the claim to be false, **We** will not pay the claim and all cover under **this Insurance** will cease.
3. **We** may appoint a third party representative or loss adjuster to visit You to verify the circumstances of **Your** claim.

Claims procedure

In the event of a possible claim, please contact **Us** at the earliest opportunity and **We** will confirm the claim procedure that must be followed plus a list of documents required to support **Your** claim.

Please either call **Us** on 0330 1230 307 or email us at claims@businessanddomestic.co.uk to notify **Your** claim. **We** will register **Your** claim and send an acknowledgement letter with a claim form for **You** to complete. This correspondence will include a list of documents required to support **Your** claim.

Cancellation

If You decide that for any reason, **this Insurance** does not meet **Your** Insurance needs, please notify the **Seller** within 14 days from the **Issue Date** and the premium paid will be refunded in full. After 14 days You may cancel **this Insurance** however, there is no provision for any part return of the premium paid.

Our commitment to good service

We hope You will be completely happy with **this Insurance** but if something does go wrong, **We** would like to know about it. **We** will do **Our** best to resolve the issue and make sure it doesn't happen again.

If You need to complain

Complaints about the sale of this Insurance

If You have any concerns regarding the sale of **this Insurance**, please contact Policy Expert Insurance.

Complaints about this insurance

Please contact **Our** Customer Services team either by:

Tel: 0330 123 1134 09.00-17.00 Monday-Friday
E-mail: customer.services@businessanddomestic.co.uk
Post: Blink Innovation (UK) Limited T/A Business and Domestic Insurance Services, Holgate Park Drive,
York, YO26 4GA.

We will acknowledge **Your** complaint within 5 working days. **We** will advise You who is dealing with it and when **We** expect to respond. **We** aim to respond fully within 8 weeks. However, if **We** are unable to provide a final response within this period **We** will write to You before this time and advise why **We** have not been able to offer a final response and how long **We** expect **Our** investigations to take. If You remain unhappy with **Our** final response, or **We** have not managed to provide a final response within 8 weeks of **Your** complaint, You may be entitled to refer **Your** complaint to the Financial Ombudsman Service for help and advice.

Tel: 0800 023 4567 or 0300 123 9123
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk
Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

If **You** have purchased **Your** policy Online **You** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: www.ec.europa.eu/consumers/odr

Please make sure **You** always quote **Your** policy number from the **Schedule**.

This complaints procedure doesn't affect Your statutory rights.

Data protection

The **Insurer** is the data controller who determines the purpose and means of processing Your personal data.

Data Protection Policy

Acasta European Insurance Company Limited need to use **Your** data in order to arrange **Your** insurance and associated products. **You** are obliged to provide information without which **we** will be unable to provide a service to **You**. Any personal information provided by **You** may be held by the **Insurer** in relation to **Your** insurance cover. It may be used by **Our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** may check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **we** suspect fraud, **We** will record this. **We** and other organisations may use these records to;

- a. Help make decisions on insurance proposals and insurance claims, for **You** and members of **Your** household;
- b. Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies;
- c. Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity;

We process all data in the **UK** but where **We** need to disclose data to parties outside the European Economic Area (EEA) **We** will take reasonable steps to ensure the privacy of **Your** data. In order to protect **Our** legal position, **We** will retain **Your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **Your** data. Under GDPR legislation, **You** can ask **Us** for a copy of the data **We** hold, have it corrected, sent to a third party or deleted (subject to **Our** need to hold data for legal reasons). **We** will not make **Your** personal details available to any companies to use for their own marketing purposes. If **You** wish to complain about how **We** have handled **Your** data, **You** can contact **Us** and **We** will investigate the matter. If **You** are not satisfied with **Our** response or believe **We** are processing **Your** data incorrectly **You** can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

Policy Expert is a trading name of QMetric Group Limited.
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