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Your van insurance optional extras policy wording

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Van insurance optional extras policy wording

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

This booklet contains the relevant policy wording for all optional extra products we offer when purchasing motor 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 motor 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 shall be charged to you for both of these services.








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

Please note: the processes in this booklet are only for matters relating to the optional extra products shown. Should you have any queries regarding your motor insurance policy and any related claims, please refer to your motor insurance policy booklet.

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

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Claim numbers (optional extras)

Here are some important telephone numbers if you ever need to make a claim on any of the optional extra products you have purchased.

Legal Assistance – 0800 953 1114
 Breakdown Cover – 0344 809 9508
 Personal Accident Cover – 0330 060 0674
 Replacement Vehicle Cover – 0330 060 0675
 Keycover plus – 0333 0600 623
 Excess Protection – 0330 060 0676
 Tools in transit – 0203 794 9305

Should you have a complaint?

At Policy Expert we aim to provide you with great customer service at all times, however if you have a complaint about the way in which your policy was sold to you, you can contact us by phone, email or letter and we will try our best to resolve your issue as soon as possible.

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








Should you have any questions or complaints about the handling of a claim or the optional extra policy itself, you should speak to the provider of the policy directly. Contact details are provided within this booklet.

If you are still not satisfied, you may refer your complaint to the Financial Ombudsman Service (FOS) by:

Tel: 0800 023 4567 or 0300 123 9123 (from mobile or non BT Lines)
 Email: complaint.info@financial-ombudsman.org.uk
 Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

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Financial Services Compensation Scheme (FSCS)

Policy Expert and your Insurers are members of the Financial Services Compensation Scheme. You may be entitled to compensation from the FSCS if the liabilities are not met under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS. Information can be obtained on request by:








Tel: 0800 678 1100
 Email: enquiries@fscs.org.uk
 Post: Financial Services Compensation Scheme,
 PO Box 300, Mitcheldean,
 GL17 1DY

Data protection

Please note that any information provided to Policy Expert will be processed by us and our partners in compliance with the provisions of the Data Protection Regulation and will be treated as private and confidential. We will however use and disclose the information we collect and hold about you in the course of arranging, placing, administering your insurance which may involve passing information about you to other insurers, credit reference agencies, debt recovery agencies, other intermediaries, risk management assessors, anti-fraud databases and uninsured loss recovery agencies. You can read full details of how we manage your data by reading our privacy policy: <https://www.policyexpert.co.uk/privacy-policy>

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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.

**Crystal
Mark
23288**








Clarity approved by
Plain English Campaign



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

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Introduction and important information

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

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

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

How we can help

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

Your insurers

We, Policy Expert, have arranged this insurance with 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.

Motor legal advice line








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

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



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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**.

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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.

Car insurance policy

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

Claim limits

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

Indirect losses

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

Insured person








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

Insured vehicle

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

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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).

Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Plain English Campaign's Crystal Mark does not apply to the above wording which has come direct from our insurer.

Legal costs

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

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

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

Legal costs do not include:

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

Opponent








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

Period of insurance

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

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Plea of mitigation

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

Road accident

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

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

Schedule

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

Standard cost basis

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

Territorial limits








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

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

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

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Uninsured losses

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

This includes but is not restricted to:

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

Vehicle authority

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

Vehicle identity theft

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

We, us, our








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

You, your

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

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General conditions

1. Conditions you must meet

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

- Keep to the terms and conditions of this policy.
- Have a valid **car insurance policy** in force at the time of the **road accident** and meet all obligations under that policy.
- Take all necessary steps to keep any amount **we** have to pay as low as possible.
- Try to prevent anything happening that may cause a claim.
- 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.
- Attend court or an examination by an expert if **you** are asked to do so.
- Not deliberately mislead **us**, exaggerate the claim or make a false claim.
- Not admit liability for, or negotiate or agree to settle, a claim without **our** agreement.
- 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.
- Take every step to recover from **your opponent** any **legal costs we** have to pay, and pay **us** any **legal costs** that **you** do recover.

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








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

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

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

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

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

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

2. Our rights in handling your claim

We can:

- prosecute or defend any claim in **your** name;
- 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
- take legal action in **your** name to recover any payments **we** have made under this policy.

3. Important information and changes we need to know about

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

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

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








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

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

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

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

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

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

4. Fraud

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

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

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

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








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

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

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

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5. Barrister's opinion

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

6. Premium payments

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

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

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

7. Contracts (Rights of Third Parties) Act

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

8. Renewal

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

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








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

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

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

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9. 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.

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Claims procedures and conditions








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

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

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

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General exclusions

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

- Any claim **you** report to **us** more than 180 days after the date an **insured person** should have known about the insured incident.
- An **insured event** which began or happened outside the **period of insurance**.
- Claims or circumstances that **you** were aware of, or reasonably should have been aware of, before buying this policy.
- Any charges or payments **you** receive or make before **we** accept the claim.
- 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.
- Any costs which arise from disputes between **you** and **us**.
- 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.
- Any claim if the **insured vehicle** was not in a roadworthy condition or didn't have valid vehicle tax or a valid MOT certificate (if this applies).
- An application for judicial review.
- Any **legal costs** of defending or pursuing new areas of law or test cases.
- 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).
- 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**.
- Any claim that arises from an incident that could be covered by **your car insurance policy**, but **your** motor **insurer** avoids or cancels **your car insurance policy** or refuses to settle **your** claim.
- Claims an **insured person** makes against any passenger who was in the **insured vehicle** at the time of the incident.
- 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**.

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16. Any claim where, at the time of the incident, **you** or the driver of **your** car did not hold a valid driving licence.
17. If there is other insurance which covers the same loss, **we** will not pay more than **our** share of the claim.
18. Any losses that are covered under **your car insurance policy**.
19. Any costs, expenses or losses that arise as a result of any fraudulent, dishonest, deliberate or criminal act or intentional violence carried out by an **insured person**, or by any other person acting with an **insured person**.
20. Any claim relating to electronic data, including (but not limited to) a computer virus causing electronic data to be lost, destroyed, distorted, altered or otherwise corrupted. For the purposes of this policy, electronic data means facts, concepts and information stored in a form that can be communicated, interpreted or processed by electronic or electromechanical data processing, or other electronically controlled hardware, software and coded instructions for processing and presenting data, or directing and using such hardware.

For the purposes of this policy, computer virus means a set of corrupting, harmful, or otherwise unauthorised instructions or codes, whether these have been introduced maliciously or otherwise, which multiply themselves through a computer system or network.
21. Any claim that is directly or indirectly related to radiation, contamination by nuclear material, the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, or any device or weapon which uses atomic or nuclear fission or fusion or other similar reaction or radioactive force or matter.
22. Any claim that is directly or indirectly related to terrorism, as defined by the Terrorism Act 2000 and any amendments to that Act.








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

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

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

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

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Your policy cover

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

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

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

1. Uninsured loss recovery

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

We don't cover:

- stress or emotional injury.

2. Motor prosecution defence

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

- to defend **you** if **you** are charged with a driving offence involving the **insured vehicle**; and
- 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:








- 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.

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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:

- the costs of defending or paying any costs relating to damage an **insured person** causes to the clamping device; or
- 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:








- pursue or defend any claim arising out of the sale, purchase, hire purchase or lease of the **insured vehicle**; and
- 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:

- any dispute under £250.

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7. Vehicle identity theft

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

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

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

We don't cover:

- 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;
- any claims if **you** did not take reasonable precautions to prevent the **insured vehicle's** identity being stolen; or
- 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.








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

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

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

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

Our right to cancel your policy

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

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

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

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

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

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Complaints procedure

How to make a complaint

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

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

Email: motor-complaints@policyexpert.co.uk

Phone: 0330 0600 602 (customer service helpline)

Write to: Customer Relations Department, Policy Expert, Maxim 3, 2 Parklands Avenue, Motherwell, ML14WQ

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

Email: customer.relations@trinityclaims.co.uk








Phone: 0330 0600 633

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

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

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Financial Ombudsman Service

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

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

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

Phone: 0800 023 4567

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

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

Arbitration

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








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

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

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

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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.

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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.

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Breakdown cover








Need assistance?

0344 809 9508

Assistance in the UK

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Breakdown Cover policy wording

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.

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Your Cover

As shown on **Your Policy Schedule**. In the event of a **Breakdown**, service will be provided as detailed below in accordance with this policy wording and the cover level **You** have purchased. Cover will apply during the **Period of Insurance**.

Roadside Assistance and Nationwide Recovery Cover – UK

The following service is provided with all levels of cover:

Roadside Assistance & 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:

- 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:








- 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.

Alternative Transport

We will pay up to £250 (up to £750 in the **Territorial Limits (Europe)**) 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**.

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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.

Emergency Overnight Accommodation and Alternative Transport 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.

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.

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.

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.

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Roadside and Recovery Home Assist Cover – UK

If **You** have opted and paid for Roadside and Recovery Home Assist Cover it includes the same benefits as Roadside Assistance and Nationwide Recovery Cover, 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.

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General notes

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.

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.

Governing Law

English Law governs this insurance.

Language

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

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.

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.

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**.

Multiple Vehicle Policies

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

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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.

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. |

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| | |
|------------------------------------|--|
| 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:

- 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;
 - Breakdowns or Accidents to the caravan or trailer itself.
- Assistance following an **Accident**, theft, fire, or vandalism.
- 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.
- 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.
- Costs incurred in addition to a standard **Callout** where service cannot be undertaken at the roadside

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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. Assistance if the **Vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
13. The cost of any parts, components or materials used to repair the **Vehicle**.
14. Repair and labour costs other than an hour's roadside labour at the scene.
15. The use of **Specialist Equipment** occasionally required because the **Vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.
16. The cost of draining or removing contaminated fuel.
17. Storage charges unless incurred whilst **We** organise repatriation from the **Territorial Limits (Europe)**.
18. Any claim within 24 hours of the time the policy is purchased.
19. Any **Breakdown** that occurred before the policy commenced, the **Vehicle** was placed on cover, or before the policy was upgraded.
20. Claims totalling more than £15,000 in any one **Period of Insurance**.
21. Any costs or expenses not authorised by **Our** Rescue Co-ordinators prior to being incurred.
22. The cost of food (other than breakfast when overnight accommodation is provided), drink, telephone calls or other incidentals.
23. Any charges where **You** or the Emergency Services arrange assistance or repairs by other means unless **We** have agreed to reimburse **You**.
24. Any charges where **You**, having contacted **Us**, effect recovery or repairs by other means unless **We** have agreed to reimburse **You**.
25. Any cost that would have been incurred if no claim had arisen.
26. Any false or fraudulent claims.
27. Recovery of the **Vehicle** or **Your** transport costs to return the **Vehicle** to **Your Home Address** once it has

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- been inspected or repaired.
28. The cost of fuel, oil or any insurance/excess in relation to a claim for a hire vehicle.
29. Overnight accommodation or van hire charges if repairs can be carried out at or near the scene of the **Breakdown** within the same working day.
30. Recovery of the **Vehicle** or **Your** transport costs to return the **Vehicle** to **Your Home Address** once it has been inspected or repaired.
31. 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.
32. **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**.
33. Any cost incurred as a result of **Your** failure to comply with requests by **Us** or the **Recovery Operator** concerning the assistance being provided.
34. 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.
35. A request for service following any intentional or wilful damage caused by **You** to **Your Vehicle**.
36. Fines and penalties imposed by courts.
37. Any cost recoverable under any other insurance policy that **You** may have.
38. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
- Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
39. Any cover which is not specifically detailed within this policy.

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General Conditions

Applying to all sections.

- We** will provide cover if:
 - You** have met all the terms and conditions within this insurance;
 - The information provided to **Us**, as far as **You** are aware, is correct.
- 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.
- The driver of the **Vehicle** must remain with or nearby the **Vehicle** until help arrives.
- 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.
- We** reserve the right to charge **You** for any costs incurred as a result of incorrect location details being provided.
- 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**.
- 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)**.
- Vehicles** must be located within the **Territorial Limits (UK)** when cover is purchased and commences.
- 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**.

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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.

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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.

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.

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.

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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

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.

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.

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.

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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.

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.

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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 adjusters and/or suppliers appointed in the process of handling a claim.

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.

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.

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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.

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.

Call Recording

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

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Personal accident cover

Need to make a claim?

0330 060 0674








Free 24-hour emergency claim line.



Plain English Campaign's Crystal Mark only applies to this Personal accident cover section.

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Introduction and important information

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

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

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

Please note, **you** must report any possible claims as soon as possible.

Eligibility

You can take out this personal accident insurance if, on the **start date**, **you**:

1. have a valid **vehicle insurance policy**;
2. are aged between 18 and 80; and
3. are a **UK** resident with a permanent **UK** address.

Your insurer

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.

We have designed this Policy Expert personal accident 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**.

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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.

| | |
|----------------------------------|---|
| Accident | A sudden and unexpected event which happens after the start date and causes bodily injury or death. |
| Bodily injury | Any physical injury caused by a road traffic accident which, within 12 months of the accident , solely and independently of any other cause, results in any of the injuries listed in the table on page 39. |
| Doctor | A medical practitioner who holds a qualification which means they are entitled to full registration with the General Medical Council. A doctor under this policy cannot be the insured person or their relative or employee. |
| Geographical limits | Anywhere in the world where you are authorised by your vehicle insurance policy to drive your vehicle. This policy only provides cover for temporary trips that are no longer than 60 days in any one period of insurance . |
| Hospital | An establishment, regulated by the Care Quality Commission, which: <ul style="list-style-type: none"> - has beds for inpatients; - has facilities for diagnosing illnesses and performing major surgery; and - provides a 24-hour service by registered nurses. <p>It does not include a convalescent, self-care, rest or long-term nursing home, or a department in a hospital which has the role of a convalescent or nursing home.</p> |
| Insured person | Category 1: you and any other person entitled to drive the insured vehicle (as shown in your vehicle insurance policy). Category 2: any passenger who is being driven by a category-1 insured person . |
| Insured vehicle | The vehicle insured by your current vehicle insurance policy . |
| Loss of hearing or speech | The total, permanent and irrecoverable loss of speech or hearing (in one or both ears). |

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| Loss of limb | Either: - the physical loss of a hand or a foot at the wrist or ankle; or - the total and permanent loss of use of an entire hand, arm, foot or leg (where the loss of use has lasted for 12 months and there is no likelihood of the use being regained). |
| Loss of sight | Total and permanent loss of sight in one or both eyes. |
| Permanent total disablement | Total physical disablement which: - lasts at least 12 months from the date of a bodily injury and, at the end of that time, has no hope of improvement; and - prevents the insured person from carrying out any occupation for the rest of their life . |
| 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 will end on the cancellation date. |
| Policy | Your policy wording and your policy schedule. Together these documents make up your policy . |
| Start date | The date shown on your certificate of motor insurance or the date you bought this policy (shown in your schedule) if you take out this policy after your vehicle insurance policy . |
| UK | England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man. |
| Vehicle insurance policy | The valid motor insurance which we have arranged for your insured vehicle . |
| We, us, our | Policy Expert (a trading name of QMetric Group Limited) on behalf of QIC Europe Limited. |
| You, your | The person named as the policyholder in the vehicle insurance policy . |

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General conditions

1. Conditions you must meet

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

- Keep to the terms and conditions of this **policy**.
- Have a valid **vehicle insurance policy** in force at the time of the road **accident** and meet all **your** obligations under that **policy**.
- Take all necessary steps to keep any amount **we** have to pay as low as possible.
- Try to prevent anything happening that may cause a claim.

2. Important information and changes we need to know about

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

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

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

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








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

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

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

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

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

3. Fraud

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

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

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








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

4. Claims

If **you** are involved in any incident which may lead to a claim, **you** must follow the claims procedure set out in this **policy**. If a successful claim is made under the death benefit section of this **policy**, **we** will pay the money due to the executor of the person who has died or the person responsible for managing their estate.

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5. Premium payments

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

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

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

6. 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.

7. Renewal

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

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

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








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

8. 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.

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Claims procedures and conditions

How to make a claim

You must tell **us** as soon as possible if **you** need to claim under this **policy**. Call **us** on 0330 060 0674.

We will only pay claims after **we** have received appropriate evidence and acceptable proof (for example, the death certificate or **accident** report) and the title of the person making the claim. **Your** personal representative must give **us** permission to get medical reports or records from any medical practitioner who treated **you**, if **we** ask for this.

If **we** do not receive the information or permission **we** need, **we** may reject the claim or withhold payment until **we** receive that information or permission.

Once **we** make a payment under this **policy**, **we** will have no further financial obligation under this **policy**.

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

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; and
- start legal action to get back from anyone else any payments **we** have already made.

You must give **us** and pay for, all the information **we** ask for about the claim (for example, a death certificate).








You must also help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to. **We** will pay any costs involved in doing this.

Police

You must report the **accident** to the police.

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General exclusions

We will not pay for the following.

Radioactive contamination

Any direct or indirect consequence of:

- irradiation, or 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.

War risks








Any direct or indirect consequence of 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, or confiscation, nationalisation, seizure or 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 amendments to that act.

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Your policy cover

If an **insured person** has an **accident** in the **period of insurance** within the **UK** or the **geographical limits**, we will pay for the following insured incidents.

Insured incidents

1. An **accident** which happens while a category-1 **insured person** is driving any vehicle which they are insured to drive under the **vehicle insurance policy**, or while they are a passenger in any vehicle. This includes while they are getting into and out of the vehicle.
2. An **accident** which happens while a category-2 **insured person** is travelling in or getting into or out of the **insured vehicle**.
3. For both categories of **insured person**, a malicious and unprovoked assault by the driver, rider or passenger of another motor vehicle or pedal cycle, which happens close to the **insured vehicle**.








The maximum amounts **we** will pay are shown in the table below.

| Cover | Limit |
|--|---------|
| Death | £50,000 |
| Death (for any insured person under the age of 16 or in full-time education) | £7,500 |
| Loss of sight | £50,000 |
| Loss of speech | £50,000 |
| Loss of hearing in both ears | £50,000 |
| Loss of hearing in one ear | £7,500 |
| Loss of a limb or limbs | £50,000 |
| Permanent total disablement (not including loss of sight, loss of limbs, loss of speech or hearing) | £50,000 |

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| Cover | Limit |
|--|---|
| Emergency dental expenses | Up to £250 for emergency dental treatment for the insured person's natural teeth within seven days of the accident or assault. We do not cover the first £25 of each claim. |
| Hospital daily benefit | Up to £100 for each complete 24-hour stay in hospital , up to a maximum claim limit of £3,000. We do not cover the first 24-hour stay. |
| Stress counselling | Up to five stress-counselling sessions with a qualified counsellor, up to a maximum claim limit of £500. |
| Total maximum claim limit per person for any one accident | £50,000 |
| Total maximum claim limit for all people for any one accident | £250,000 |








What we don't cover

This **policy** will not cover loss, disablement or death in the following circumstances.

- If the person is over 81 years old at the time of the claim.
- If there is more than one claim under each cover resulting from one **accident** to any one **insured person**.
- If suicide, attempted suicide, intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save a person's life), or insanity is involved.
- If the claim arises as a result of the **insured person's** own criminal act.
- If the **insured person** was riding a motorcycle or moped (including as a passenger) at the time of the incident.
- If the **insured person** was under the influence of drugs or alcohol at the time of the incident (unless they were undergoing treatment or following the advice of a **doctor** for a condition other than alcohol or drug addiction).

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- Unless **we** agree otherwise, this **policy** will not cover **bodily injury** or death arising from a medical condition which the **insured person** suffered from in the 12 months immediately before the **start date** of cover, and which the **insured person**:
 - a) knew about, or should reasonably have known about; or
 - b) had seen, or arranged to see, a **doctor** about.
- If the **insured person** was involved in military, air force or naval services operations at the time of the incident.
- If the **insured person** was using the **insured vehicle** in any kind of race, track-day or motor-trade event, or for private or public hire as a courier, haulier, minibus driver or driving instructor.
- If the claim involves any relationship or family dispute.
- If the claim involves a provoked assault or fighting (unless this was in self-defence).

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

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

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

Our right to cancel your policy

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

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








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

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

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

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Complaints procedure

How to make a complaint

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

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

Email: motor-complaints@policyexpert.co.uk

Phone: 0330 0600 602 (customer service helpline)

Write to: Customer Relations Department, Policy Expert, Maxim 3, 2 Parklands Avenue, Motherwell, ML14WQ

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

Email: customer.relations@trinityclaims.co.uk








Phone: 0330 0600 633

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

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

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Financial Ombudsman Service

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

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

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

Phone: 0800 023 4567

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

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

Arbitration

If there is a dispute between **you** and **us**, and 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.

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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).

Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Plain English Campaign's Crystal Mark does not apply to the above wording which has come direct from our insurer.

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).

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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.

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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.

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Replacement vehicle cover

Need to make a claim?

0330 060 0675








Free 24-hour emergency claim line.



Plain English Campaign's
Crystal Mark only applies
to this Replacement
vehicle cover section.

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Introduction and important information

This **policy** is a contract of insurance between **you** and **us**. It is made up of this booklet and the schedule that **we** have issued to **you**.

We agree to provide cover in line with the terms and conditions set out in this **policy**.

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

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

Please note, **you** must report any possible claims as soon as possible.

What is replacement vehicle insurance?

This **policy** provides **you** with a **replacement vehicle**, allowing **you** to continue **your** daily life without unnecessary inconvenience, if **your insured vehicle** is:

- written off (a total loss), either following an accident which is **your** fault or due to fire; or
- stolen and not recovered.

The **replacement vehicle** will be provided to **you** by the **hire firm**. This **policy** covers any hire costs of the **replacement vehicle**, which **you** cannot claim back from anyone else.

Your insurer








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.

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

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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**.

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Claim procedures and conditions

If **you** need to make a claim for a **replacement vehicle** due to an **insured incident**, please call the helpline on 0330 060 0675.

Lines are open 24 hours a day, 365 days a year.

You must report any claim to **us** within 14 days of the incident.

When making a claim, **you** will need to provide the following information.

- **Your policy** number
- **Your** name
- **Your** address








If **we** accept **your** claim, **we** will arrange for the **hire firm** to deliver a suitable **replacement vehicle** to **you**, which **you** can use for the **hire period**.

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.

If the **insured vehicle** is stolen, **you** must tell **us** the name, address and phone number of the police station **you** reported the theft to, and give **us** the crime reference number.

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Definitions

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

| | |
|----------------------------|---|
| Geographical limits | England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man. |
| Hire firm | The company we have instructed to provide you with a replacement vehicle . |
| Hire period | <p>The period from the date a replacement vehicle is delivered to you to the date when:</p> <ul style="list-style-type: none"> you receive a payment to settle your claim for the value of the insured vehicle; or the insured vehicle is recovered, if it has been stolen. <p>The maximum hire period is 21 days.</p> |
| Insured vehicle | The vehicle shown in your vehicle insurance policy . You must have a valid certificate of insurance in place at the time of the insured incident . |
| Insured incident | <p>The insured vehicle being:</p> <ul style="list-style-type: none"> stolen and not recovered; or written off (declared a total loss), as agreed by us or by our approved garage, as a result of an accident which is your fault or a fire. |
| Insured person | You and any other person who is driving the insured vehicle with your permission and is insured under your vehicle insurance policy , as long as they meet the hire firm's standard terms and conditions of hire that are in force at the time of the insured incident . |
| Period of insurance | <p>Either 12 calendar months from the start date of this policy, or until the date your vehicle insurance policy ends, whichever period is shorter.</p> <p>If you cancel or do not renew your vehicle insurance policy, all cover under this policy will end.</p> |
| Policy | Your policy wording and your policy schedule. Together these documents make up your policy . |

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| | |
|---------------------------------|---|
| Replacement vehicle | A car or standard commercial vehicle provided to you on a temporary basis, that has an equivalent engine size to the insured vehicle (but not more than 2,000cc). If the insured vehicle is a seven-seater vehicle, the replacement vehicle will also be a seven-seater vehicle, but the engine size will not be bigger than 2,000cc. The hire firm will decide which make and model of replacement vehicle to provide. |
| Vehicle hire cost | The cost of hiring a replacement vehicle for one continuous hire period . |
| Vehicle insurance policy | The Policy Expert vehicle insurance policy that we have issued to you for the insured vehicle . |
| We, us, our | Policy Expert (a trading name of QMetric Group Limited) on behalf of QIC Europe Limited. |
| You, your | The person named as the policyholder in the vehicle insurance policy . |

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General conditions

1. Important information and changes we need to know about

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

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

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

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

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

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








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

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

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

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2. Fraud

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

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

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

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








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

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

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

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3. Premium payments

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

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

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

4. 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.

5. Renewal

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

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

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








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

6. 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.

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7. Right of recovery

We can take action in **your** name, at **our** expense, to recover the amount of any payment made under this insurance.

8. Other insurance

If **you** are covered by any other insurance policy for the excess **you** must pay following an insured incident, **we** will only pay **our** share of the claim.

9. Reasonable precaution








You must take all steps to protect the **insured vehicle** and prevent loss.

10. Motor insurance

You must have a valid **vehicle insurance policy** at all times during the **period of insurance**.

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Your policy cover

1. If, during the **period of insurance**, an **insured incident** happens to the **insured vehicle** in the **geographical limits**, as long as **you** meet the **hire firm's** terms and conditions of hire, **we** will arrange for **you** to have a **replacement vehicle** for the **hire period**.

We will pay the **vehicle hire costs** as long as **we** have arranged the **replacement vehicle** through the **hire firm**.

2. **We** will pay for one **replacement vehicle** per **insured incident**, for up to two claims within the **period of insurance**.
3. The **replacement vehicle** will be delivered to **you**, free of charge, as soon as is possible within one working day of **you** reporting an **insured incident** to **us**.
4. **You** can ask for the **replacement vehicle** to be delivered to **you** at any convenient place within the **geographical limits**.
5. **We** will choose the **hire firm**, and arrange for them to provide a **replacement vehicle** that is suitable for **your** needs.
6. **You** must only use the **replacement vehicle** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, unless the **hire firm** gives **you** permission and appropriate insurance cover to use it elsewhere. **You** must only use the **replacement vehicle** for the uses described on **your** certificate of motor insurance.

If **we** cannot provide **you** with a **replacement vehicle** because:








- i) an injury **you** suffered during the accident prevents **you** from driving; or
- ii) there are no suitable replacement vehicles available;

we will pay **your** travel costs for up to 21 days, up to a maximum of £420 (£20 a day).

7. **You** must keep **us** fully informed of all matters relating to the **insured incident**. In particular, **you** must tell **us** immediately if the **insured vehicle** is replaced, if **you** receive a settlement for the value of the **insured vehicle**, or if **you** get the **insured vehicle** back (if it has been stolen).

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General exclusions

1. **We** will not arrange a **replacement vehicle** for anyone who does not meet the **hire firm's** standard terms and conditions of hire that are force at the time of the **insured incident**.
2. **We** will not pay any **vehicle hire costs** that arise before **we** have accepted **your** claim.
3. **We** will not pay any **vehicle hire costs** that arise after **you** have had the **replacement vehicle** for 21 days.
4. **We** will not arrange a **replacement vehicle** if **you** have not reported the **insured incident** under **your** own **vehicle insurance policy**.
5. **We** will not arrange a **replacement vehicle** if the loss of the **insured vehicle** arises out of any act of vandalism or any deliberate or criminal act by an **insured person**.
6. **We** will not pay a claim if someone else was responsible for the accident and it is possible to recover the vehicle hire costs from them.
7. **We** will not arrange a **replacement vehicle** for use as a taxi, private-hire vehicle, self-drive hire vehicle or motor-trade vehicle. **We** will only arrange a **replacement vehicle** for **your** personal use.
8. **We** will not arrange a **replacement vehicle** if the **insured vehicle** is used for racing, rallies or competitions.
9. **We** will not arrange a **replacement vehicle** if there is any allegation that the **insured incident** arose at a time when the **insured person** had been drinking alcohol or taking illegal drugs.
10. **We** will not be liable for the cost of fuel, fares, fines or fees relating to the **replacement vehicle** during the **hire period**.
11. **We** will not pay for any direct or indirect consequence of:
 - radiation, or contamination from nuclear fuel or the nuclear waste from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive material; or
 - any device or weapon which uses nuclear energy or radioactive force or material.
12. **We** will not pay for any loss, damage or liability directly or indirectly caused by war, revolution or any similar event.
13. **We** will not pay for any loss, damage or liability directly or indirectly caused by or in connection with any act of terrorism, regardless of any other cause or event.

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

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

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

Our right to cancel your policy

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

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








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

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

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

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Complaints procedure

How to make a complaint

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

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

Email: motor-complaints@policyexpert.co.uk

Phone: 0330 0600 602 (customer service helpline)

Write to: Customer Relations Department, Policy Expert, Maxim 3, 2 Parklands Avenue, Motherwell, ML14WQ

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

Email: customer.relations@trinityclaims.co.uk








Phone: 0330 0600 633

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

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

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Financial Ombudsman Service

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

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

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

Phone: 0800 023 4567

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

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

Arbitration

If there is a dispute between **you** and **us**, and 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.

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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).

Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Plain English Campaign's Crystal Mark does not apply to the above wording which has come direct from our insurer.

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).

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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.

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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.

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Keycover plus

Need to make a claim?

0330 0600 623

Lines open 24 hours a day

**Crystal
Mark
23662**








Clarity approved by
Plain English Campaign



Plain English Campaign's
Crystal Mark only applies to
this Keycover Plus section.

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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 send **us** an email. **We're** here to help.

Please take time to carry out the following steps.

1. Attach **your** keys to **your** registered **fob**, which **we** have sent separately in the post.
2. Read through **your** main motor **policy schedule** to check that **your** details are correct, and tell **us** if anything needs changing.
3. Write down **your** unique **fob** number (from 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 a limit of £1,500 a year).
2. If **you** lock yourself out of **your** home or vehicle, **you** are covered for locksmith charges (up to a limit of £1,500 a year).
3. If **you** can't use **your** vehicle because **your** keys have been lost or stolen, **you** are covered for the cost of hiring another vehicle for up to three days (up to £50 a day).
4. **You** will have access to an emergency helpline 24 hours a day, 365 days a year.
5. **You** will have access to a nationwide network of locksmiths.
6. There is no excess to pay if **you** need to 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.

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Looking after your keys

1. Never have anything containing **your** name and address attached to **your** keys.
2. Never leave **your** keys in a hiding place such as under the doormat, on a string through the letterbox, under a stone, or on top of a door or window frame. A 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 from outside.
7. Never leave **your** keys in **your** vehicle - not even for a second. This is especially important when **you** are at a petrol station or loading or unloading **your** vehicle.

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 are 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. **You** can check this on the Financial Services Register by visiting the FCA website at www.fca.org.uk or by calling the FCA on 0800 1116768 or the PRA on 020 7601 4878.

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Definitions

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

Cover limit

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

Fob

The numbered key **fob** which Keycare send **you** and register in **your** name.

Insurer

Ageas Insurance Limited.

Insured event

During the **period of insurance** and within the **territorial limits**, any **insured key**:

- being lost or stolen;
- being locked inside **your** home or vehicle; or
- breaking, including in a lock.

Insured key

Any key that is attached to **your fob** at the time of the **insured event**.

Period of insurance

The period shown in **your 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 **schedule** that **we** have issued to **you**.

Schedule

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

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Territorial limits

The area or countries where an insurance **policy** provides cover. For this **policy**, the territorial limit is worldwide.

Vehicle hire charges

The standard charges for hiring a vehicle. It does not include any optional extras.

You, your








The person named in the **schedule** as policyholder, and who Keycare have registered the **job** to, and any immediate member of the policyholder's family who lives permanently with the policyholder.

We, us, our

Policy Expert (a trading name of QMetric Group Limited), who have arranged this **policy** with the **insurer**.

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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**.

Within 120 days of an **insured event**, **you** must send valid receipts or invoices to Keycare for any payments **you** have made.

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

2. Theft

If an **insured key** has been stolen, **you** must report this to the police within 48 hours and get a crime reference number.

3. Fraud

If **you** make a fraudulent claim under this **policy** (including if **you** exaggerate the claim or give **us** false or forged documents), the **insurer** is not liable to pay the claim and may recover from **you** any amounts they have already paid in connection with that claim.

4. Maximum number of claims








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

5. Proof of ownership

When **you** make a claim, Keycare may ask **you** for evidence to show that **you** own the vehicle or premises the stolen or lost keys relate to.

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General conditions

1. Your obligation

We will only make a payment under this **policy** if **you** meet the terms and conditions. **You** must pay the premium and give **us** true and complete information, which this **policy** will be based on.

2. Due care

You must take due care and take all reasonable precautions to prevent incidents that may lead to a claim. This includes following the advice in the 'Looking after **your** keys' section on page 3.

3. Cancellation

Your right to cancel

You can cancel this **policy** at any time.

If **you** cancel this **policy** within 14 days of receiving the **policy** documents or within 14 days from the start date of the **policy** (whichever is later), whether **we** refund **your** premium will depend on whether **you** have made any claims on the **policy**.

- If **you** have made a claim, **we** will not refund **your** premium.
- If **you** have not made a claim, **we** will refund **your** premium.

If **you** cancel outside this 14-day period, **we** will not refund any premium **you** have paid.

Our right to cancel








We have the right to cancel this **policy** at any time if **we** have a valid reason for doing so.

Your insurer or Keycare can also ask **us** to cancel the insurance **policy**. Valid reasons for cancelling this **policy** may include:

- if **you** have given **us** incorrect information and fail to provide the correct details when **we** ask **you** to;
- if **you** have broken any of the terms and conditions which apply to **your policy**;
- if **we** reasonably suspect fraud; or

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- if **you** (or someone acting on **your** behalf) use threatening or abusive language or act in a way which intimidates or bullies any of **our** staff or suppliers.

Please note, this is not a full list and there may be other valid reasons for cancelling.

If **we** cancel this **policy**, **we** will send seven days' notice to **you** at the last postal or email address **we** have on file for **you**. Whether **we** refund **your** premium will depend on whether **you** have made any claims on the **policy**.

- If **you** have made a claim, **we** will not refund **your** premium.
- If **you** have not made a claim, **we** will refund the proportion of **your** premium that relates to any period **you** will no longer be covered for.

If **you** make a fraudulent claim, the **insurer** may treat the insurance as having been cancelled from the time of the fraudulent act. If this applies, the **insurer** may refuse all liability for an **insured event** that happens after the fraudulent act and not return any premium **you** have paid.

4. Governing law

You and the **insurer** are free to choose the law that will apply to this **policy**. If **you** do not agree otherwise, the law of England and Wales will apply.

5. Transferring this policy








You cannot transfer this **policy** unless Keycare give **you** written permission to do this.

6. Use of language

Unless **we** agree otherwise, the terms and conditions and other information relating to this **policy** will be in English.

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7. Fraud

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

If **you**, or anyone acting for **you**, deliberately provide information that is not true and complete as far as **you** know and believe, 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**:

- will not be liable to pay the fraudulent claim;
- may recover any amounts **we** have paid to **you** for the fraudulent claim; and
- 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.

If this insurance is no longer 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 and to cancel any other insurance policies that **you** have with **us**.

We have the right to recover from **you**, or anyone covered by this **policy**, the costs **we** or **our** representatives have to pay in investigating any fraudulent claim.

8. 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 14 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.

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

If **we** offer to renew **your** current **policy**, **we** may be able to arrange this using the payment details **we** already hold for **you** (unless **you** have told **us** otherwise). **We** refer to this as 'automatic renewal'.

We will always tell **you** whether or not **we** intend to renew **your** cover automatically. **We** will do this before **we** take full payment. This does not affect **your** right to cancel this **policy** in line with **our** cancellation **policy**.








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

If **you** do not want to renew **your** insurance, please let **us** know before the renewal date of **your policy**.

If **we** cannot offer to renew **your policy**, **we** will write to **you** at the last address **we** have on file for **you**.

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What is covered

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

1. Following an **insured event** to an **insured key**, **we** will pay for:

- locksmith charges;
- new locks;
- replacement keys (including any immobiliser, infrared handset or alarm which is needed in order for the key to work); and
- the cost of reprogramming immobilisers, infrared handsets and alarms which are attached to the **fob** but are not needed in order for the **insured key** to work.

2. **We** will pay up to £50 per day, for up to 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 **your** vehicle, **we** will pay up to £100 per claim for taking **you** or **your** vehicle (or both) to:

- your** planned destination;
- a place where **you** can pick up a duplicate key, if there is one;
- a garage; or
- your** home.

You must pay the difference if the cost of this is more than £100.

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4. If an **insured key** is found after **you** have lost it, Keycare will pay a £10 reward to the person who finds it.

You will have access to an emergency helpline 24 hours a day, 365 days a year.

The amounts shown below are the most **we** will pay under this **policy**.

- For events 1, 2 and 3 above, **we** will pay up to the **cover limit**.
- If an **insured key** breaks, including in a lock, **we** will pay up to £50 per claim for a replacement key and locksmith charges.








Under item 1c above, **we** will only pay to replace any keys that:

- **you** have lost; or
- are supplied with a standard lock;

whichever costs less.

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What is not covered

The **insurer** will not cover **you** for the following.

1. Lost or stolen keys that are not attached to the **fob**, unless **you** have already told Keycare that the **fob** has been lost or damaged and **you** are waiting for them to send **you** a replacement. In that case, Keycare will consider a claim relating to any key which they are satisfied would otherwise have been attached to the **fob**.
2. Any amount that is more than the **cover limit**.
3. Any claim where **you** do not provide valid receipts or invoices to Keycare within 120 days of the **insured event**.
4. Lost keys for the first two days after **you** report the loss to Keycare (unless Keycare are satisfied that a delay would cause **you** unnecessary hardship or significant expense).
5. Costs relating to a damaged lock.
6. Insured keys that were lost by or stolen from someone other than **you**.
7. More replacement keys than the number of keys **you** have lost or the number of keys that are supplied with a standard replacement lock, or more than three replacement house keys.
8. Any **insured event** that **you** have not reported to Keycare within 45 days.
9. Wear and tear to or general maintenance of locks and keys.
10. Replacement locks or keys of a higher standard or specification than those **you** are claiming for.
11. Any charges or costs involved if Keycare arrange for a locksmith or other tradesperson, agent or representative to come out to at a particular location and **you** fail to attend.
12. Any charges or costs involved if **you** make other arrangements with a third party once Keycare have arranged for a locksmith or other tradesperson, agent or representative to come out to a particular location.
13. Loss of any property other than an **insured key** and its associated lock or ignition system, and any immobiliser, infrared handset or alarm attached to the **fob**.
14. Loss caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.
15. 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.
16. Any loss of earnings or profits which **you** suffer as a result of an **insured event**.

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17. Claims arising from any deliberate or criminal act or failure to act by **you**.
18. Any **insured event** which happens outside the **period of insurance**.
19. Any loss of market value as a result of the insured keys being lost or stolen.

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Regulatory information

Recording calls

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

1. provide a record of the instructions **you** have given;
2. help monitor quality standards and help 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** cannot meet their obligations to **you**. **You** can get more information from www.fscs.org.uk or by calling the FSCS on 0800 678 1100.

Protecting your personal information

For details of how **we** 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 read and download on their website at www.keycare.co.uk/home/PrivacyPolicy.

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Complaints procedure

How to make a complaint

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

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

Write to: Customer Relations Department, Policy Expert, Maxim 3, 2 Parklands Avenue,
Motherwell, ML14WQ

Phone: 0330 0600 602 (customer service helpline)

Email: motor-complaints@policyexpert.co.uk

If **your** complaint is about a claim, please contact Keycare.

Write to: 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 **you** are not satisfied with the way **your** complaint has been dealt with, **you** can 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 FOS at:

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








Phone: 0800 023 4567

Website: www.financial-ombudsman.org.uk

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.

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Excess protection

Need to make a claim?

0330 060 0676








Free 24-hour emergency claim line.



Plain English Campaign's
Crystal Mark only applies
to this Excess protection
section.

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Introduction and important information

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

You agree to pay the premium for the **period of insurance** and to keep to the conditions of the policy. **You** have the right to cancel any cover **you** have bought. **You** can do this at any time during the **period of insurance**. If **you** want to cancel or change **your** policy, please contact **us** on 0330 0600 602.

How we can help

This policy will cover the **excess you** have to pay under **your vehicle insurance policy** if **you** need to make a claim following an insured incident in the **period of insurance**. The most **we** will pay under this policy is two claims in each **period of insurance**.

Your insurer

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.

We have designed this Policy Expert **excess** protection 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**.

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Definitions

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

| | |
|---------------------------------|--|
| Excess | The amount you must pay under the terms of your vehicle insurance policy . |
| Insured vehicle | The private motor vehicle shown in your vehicle insurance policy . |
| 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 will end on the cancellation date. |
| Schedule | The document which forms part of your policy and contains your name, details of your insured vehicle , the annual claims limit you have selected and the period of insurance . |
| Vehicle insurance policy | The insurance policy covering your vehicle for the period of insurance . |
| We, us, our | Policy Expert (a trading name of QMetric Group Limited) on behalf of QIC Europe Limited. |
| You, your | The person named as the policyholder on the schedule , who has a vehicle insurance policy in their name. |

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General conditions

1. Important information and changes we need to know about

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

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

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

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

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

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








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

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

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

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2. Fraud

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

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

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

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








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

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

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

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3. Premium payments

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

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

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

4. 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.

5. Renewal

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

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

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








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

6. 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.

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7. Right of recovery

We can take action in **your** name, at **our** expense, to recover the amount of any payment made under this insurance.

8. Other insurance

If **you** are covered by any other insurance policy for the **excess you** must pay following an insured incident, **we** will only pay **our** share of the claim.

9. Reasonable precaution








You must take all steps to protect the **insured vehicle** and prevent loss.

10. Motor insurance

You must have a valid **vehicle insurance policy** at all times during the **period of insurance**.

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Claims procedures and conditions

1. **You** must tell **us** as soon as possible if **you** need to claim under this policy. Call **us** on 0330 060 0676.








We will confirm the claim procedure **you** must follow, including the documents **you** will need to provide to support **your** claim.

2. **You** must report any claim to **us** as soon as possible, and in any case within 30 days of the incident date. And **you** must provide any information and help that **we** ask for.

3. 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 policy will end.

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Your policy cover

If **you** make a claim on **your vehicle insurance policy** for an accident involving the **insured vehicle** which was **your** fault or was caused by fire, flood, theft, attempted theft or vandalism (or a claim is made and there is a dispute over who was at fault which cannot be resolved within six months from the date of the incident), **we** will pay the cost of the **excess**, if the amount of the claim is more than the **excess** that applies to **your vehicle insurance policy**.








We will pay up to two claims, each to the amount shown on **your schedule**, within the **period of insurance**.

We don't cover:

- any claim **you** tell **us** about more than 30 days after the date of the incident;
- any claim where the amount claimed under **your vehicle insurance policy** is not more than the **excess** on that policy;
- any incident which happened before the **period of insurance**;
- any contribution or deduction from the settlement of any claim under **your vehicle insurance policy** which **you** have to pay, other than the **excess** shown in the **schedule**;
- any claim where another party has paid or agreed to pay **your excess**;
- any claim that is refused under **your vehicle insurance policy**;
- any **excess** claim arising from windscreen or glass damage;
- any liability **you** have under an agreement which **you** would not have had if the agreement did not exist; or
- vehicles that are used for hire and reward (taxi or courier services) or for commercial travel.

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

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

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

Our right to cancel your policy

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

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








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

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

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

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Complaints procedure

How to make a complaint

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

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

Email: motor-complaints@policyexpert.co.uk

Phone: 0330 0600 602 (customer service helpline)

Write to: Customer Relations Department, Policy Expert, Maxim 3, 2 Parklands Avenue, Motherwell, ML14WQ

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

Email: customer.relations@trinityclaims.co.uk








Phone: 0330 0600 633

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

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

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Financial Ombudsman Service

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

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

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

Phone: 0800 023 4567

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

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

Arbitration

If there is a dispute between **you** and **us**, and 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.

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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).

Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Plain English Campaign's Crystal Mark does not apply to the above wording which has come direct from our insurer.

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).

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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.

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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.

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Tools in transit








Need to make a claim?

0203 794 9305

Free 24hr emergency claim line.

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Tools In Transit policy wording

The Insurer

This insurance is arranged by Supercover Insurance which is a trading name of Insurance Factory Limited and underwritten by Zenith Insurance Plc, Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848 Europort, Gibraltar.

Insurance Factory Limited is registered in England and Wales, registration no. 02982445. Registered Office: 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB. Authorised and regulated by the Financial Conduct Authority (No. 306164). This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by contacting them on 0800 111 6768.

Zenith Insurance Plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting insurance business in the UK (Number 211787).

Zenith Insurance Plc is a member of the Association of British Insurers.

All Supercover claims are processed by Direct Group Limited. Certain subsidiaries of Direct Group Limited are authorised and regulated by the Financial Conduct Authority. Registered office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. Financial Services Register number: 307332. Company number: 2461657. Registered in England & Wales.

Important Information








We have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide yourself whether it is or not. **You** have made a decision based on the information made available to **you**. This policy meets the demands and needs of those who wish to insure against the cost of replacement tools in the event of theft, destruction or damage whilst in their **motor vehicle** or in the process of loading or unloading from their **motor vehicle**.

Introduction

In return for the payment of **your** premium **we** will provide insurance for **your tools in transit** during the period of cover as stated in the schedule, subject to the terms, conditions and limitations shown below or as amended in writing by **us** and during the period of cover. This insurance runs along with **your** motor insurance policy and if **your** motor insurance policy is cancelled / not renewed, all cover under this insurance will end.

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Definitions

The words and phrases defined below have the same meaning wherever they appear in bold in this certificate.

Authorised Person(s) - **you** or one of **your** employees.

Commencement Date - the date on which **your** application for a policy was accepted

Motor vehicle - the commercial vehicle **insured** under the motor insurance policy including any attached trailer.

Period of Insurance - 12 months from the **Commencement Date** of this policy; or on the date on which **your** motor insurance policy expires or is cancelled; or on the date on which **you** cancel this policy; whichever is the sooner

Reasonable precautions - all measures that it would be reasonable to expect a person to take in the circumstances to prevent theft of **your tools in transit**.

Territorial Limits - Cover applies within the geographical limits of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

Tools in transit - portable tools, tool kits or test equipment connected with the business owned by or hired by **you**.

Unattended - With no **authorised person(s)** authorised by **you**, keeping the **motor vehicle** under observation, and able to observe or prevent and attempt to interfere with it with a reasonable prospect of preventing any unauthorised interference.

We, us, our - Zenith Insurance Plc.

You, your, Insured - the person, who owns the **tools in transit** as stated on the application form.








What We Will Cover

During the **Period of insurance**, **we** will provide cover in accordance with this document. Cover commences when the property is lifted by **you** or **your** employees immediately prior to loading and continues until the property is placed in position (excluding erection, dismantling or installation) by **you** or an **authorised person** at a destination including loading and unloading.

- If **your tools in transit** are stolen, destroyed or damaged whilst in **your motor vehicle** **we** will replace them.
- If **your tools in transit** are stolen, destroyed or damaged during loading or unloading from **your motor vehicle** **we** will replace them.
- We** will insure **your tools in transit** up to a maximum value which can be found in **your** Schedule of Insurance.
- We** will either provide replacement **tools in transit** in the event of a claim or may at **our** discretion financially reimburse **you** for the value of **your tools in transit**.
- This cover is limited to two claims in any 12 month period.

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Conditions

1. Under Insurance

If, at the time of the incident giving rise to a claim under this insurance, the **tools in transit** being loaded upon, carried by, temporarily housed upon or being unloaded from the **motor vehicle** are valued in excess of the maximum sum **insured**, then **we** will only pay for loss or damage to the same proportion. For example, if the maximum sum **insured** only covers one third of the cost of replacing the **tools in transit**, **we** will only pay one third of the claim.

2. Motor vehicle Security Requirement

If the motor vehicle is **unattended we** will not accept any claim for theft unless:

- the **tools in transit** have been concealed in a locked boot or cargo hold or other locked internal compartment and all the vehicle windows and doors have been securely locked and fastened and the keys removed and unattached trailers have had anti-hitching devices put into operation. Any additional security measure must also be implemented.
- forcible and violent means have been used to gain access or entry to the motor vehicle. Evidence of which must be submitted with **your** claim.

3. Overnight Requirement

We will not accept any claim for theft of **your tools in transit** from **your motor vehicle** overnight (10pm to 6am) unless the security requirements above have been met and unless the **motor vehicle** is

- parked in an area secured by a locked gate
- parked in a locked and secure garage
- parked in **your** off road driveway next to **your** private home

If these conditions cannot be met then **you** must park **your motor vehicle** in a well-lit area, on the same street as **your** private home, and the **motor vehicle** must be visible from **your** private home.








The overnight requirement shall not apply whilst **you** are undertaking work at a customer's premises between the hours of 10:00pm and 6:00am. The **motor vehicle** security requirement shall apply at all times whenever **your** vehicle is **unattended**.

What We Will Not Cover

- An excess fee for each claim of £100.
- Your tools in transit** are not covered for theft or attempted theft from any **unattended motor vehicle** where the **motor vehicle** has been left **unattended** and **you** have not checked the **motor vehicle** or **your tools in transit** for more than 48 hours.

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- Loss, theft or damage of any sheet ropes, packing materials, securing chains or toggles;
- Loss, theft or damage caused by **you** deliberately damaging or neglecting the **tools in transit**;
- Damage arising from wear & tear, depreciation, deterioration, mildew, moth, vermin, manufacturer and/or latent defects, mechanical or electrical breakdown, failure unless external damage has occurred.
- Theft of laptops and/or mobile phones and/or any other mobile communications equipment.
- Theft of any money, securities, jewellery or anything other than **your tools in transit**
- Any expense incurred as a result of not being able to use the **tools in transit** or any loss other than the repair or replacement costs of the **tools in transit**.
- Tools in transit** whilst being towed on its own wheels or being driven under its own power.
- Loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material
- Loss or damage 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.
- Sonic Boom - damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- Any loss or damage other than the cost of replacing the **tools in transit**, arising from theft or from any other cause whatsoever.
- Liability of whatsoever nature arising from ownership or use of the **tools in transit**, including any illness or injury resulting from it.
- Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
- Any damage to the vehicle carrying the **tools in transit**

Replacement








This policy offers replacement only and is not a replacement as new policy. If the **tools in transit** cannot be replaced with identical **tools in transit** of the same age and condition, **we** will replace them with ones of comparable specification or the equivalent value taking into account the age and condition of the original **tools in transit**. **We** may, at **our** discretion financially reimburse **you** for the value of **your tools in transit**.

Depreciation

Depreciation (Betterment) is the provision for the depreciation of **your tools in transit** over time. Betterment will be applied at 10% per year from the end of a year.

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Conditions and Limitations

1. Unless **we** have agreed otherwise with **you**, English law and the decisions of English courts will govern this insurance.
2. This insurance only covers **tools in transit** bought and used within the **territorial limits**.
3. **You** must provide **us** with any receipts, documents or proof of purchase, that is reasonable for **us** to request or **we** may refuse to consider **your** claim
4. This insurance may only be altered, varied or its conditions altered or premium changed by one of **our** authorised officials, giving **you** 30 days' notice in writing.
5. In the event of any claim **you** are responsible for the payment of any outstanding premiums.
6. **You** cannot transfer the insurance to someone else or include any other **tools in transit** without **our** written permission.
7. **Reasonable precautions**
You shall
 - i. only employ steady, reliable and competent drivers covered under a valid motor insurance policy issued by an FCA or Financial Regulator authorised insurer and must take all **reasonable precautions** to prevent any loss or damage
 - ii. take all **reasonable precautions** to prevent any loss or damage when securing loads
 - iii. take all **reasonable precautions** to maintain efficient all vehicles in a roadworthy condition
 - iv. take all **reasonable precautions** to ensure that any vehicle is suitable for the purpose for which it is used.
 - v. maintain in force a valid motor insurance policy to cover any vehicle carrying **tools in transit**
8. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

Your right to change your mind (withdrawal period)

You may cancel this insurance, without giving reason, by contacting Policy Expert on 0330 0600 602 within 14 days of it starting, or (if later) within 14 days of **you** receiving the insurance documents if **you** are a new customer or 14 days from the renewal date if **you** are an existing customer.








You will receive a full refund of all premium paid provided that no claim has been paid by **us** and **you** do not intend to make a claim under this insurance.

Cancellation by you after the withdrawal period

If **you** wish to cancel **your** insurance after the initial 14 day withdrawal period **you** can do so by contacting Policy Expert on 0330 0600 602 however no refund of premium will be made.

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Cancellation by us

We may cancel **your** insurance by giving **you** 30 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:

1. Fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions

If **we** cancel **your** insurance **we** will refund the premium relating to the remaining **period of insurance** on a proportionate basis.

Consumer Insurance Act








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

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

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Claims Procedure

You must:

- notify Direct Group Limited on 0203 794 9305 as soon as possible but in any event within 28 days of discovery of the any incident likely to give rise to a claim under this insurance;
- report the theft of any **tools in transit** to the Police within 48 hours of discovery and obtain a crime reference number in support of a theft claim;
- pay an excess fee of £100 for any claim before **your** claim can be approved;
- provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the theft including but not limited to household insurance. Where appropriate a rateable proportion of the claim may be recovered direct from these Insurers.
- provide a copy of the purchase or hire receipt for the items **you** are claiming for. Failure to provide a receipt for **your tools in transit** will result in **your** claim being refused.
- provide evidence of forced entry for claims relating to theft from vehicle.

To help **us** improve **our** service **we** may record or monitor telephone calls.

Warning

We will process **your** claim under the terms and conditions of this insurance based on the first reason notified to **us** for the claim. If **your** claim is not covered and **you** then submit a claim having changed the reason **we** consider this as fraud. Details of all such cases will be passed to appropriate agencies for action. In the event of fraud **we** reserve the right to refuse the claim and cancel the policy with no refund of premium.

Fraud








You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

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Complaints

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below:

Complaints regarding:

Sale of the policy

Please contact **your** agent who arranged the insurance on **your** behalf.

Claims

Post: Direct Group
PO Box 1291
Preston
PR2 0QJ
Tel: 0203 794 9300
Email: customer.relations@directgroup.co.uk

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

Every effort will be made to resolve **your** complaint by the end of the third working day after receipt. If they cannot resolve **your** complaint within this timeframe they will acknowledge **your** complaint within 5 days of receipt and will do their best to resolve the problem within four weeks by sending **you** a final response letter.








If they are unable to resolve **your** complaint in this time they will write to advise **you** of progress and will endeavour to resolve **your** complaint within the following four weeks.

If they are still unable to provide **you** with a final response at this stage, they will write to **you** explaining why and advise when **you** can expect a final response. At this point **you** may refer **your** complaint to The Financial Ombudsman Service at the following address:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange
London
E14 9SR
Web: www.financial-ombudsman.org.uk

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What you should know

You may go directly to the Financial Ombudsman Service when **you** first make **your** complaint, but the Ombudsman will only review **your** complaint at this stage with **our** consent. However, **we** are still required to follow the procedure stated above.

If **you** have received a final response but are dissatisfied, **you** have the right of referral to the Financial Ombudsman Service within six months of the date of **your** final response letter. **You** may only refer to the Ombudsman beyond this time limit if **we** have provided **our** consent.

Whilst **we** and **our** UK service providers are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure above does not affect **your** right to take legal action.

Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **We** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

How we use your information

We believe in keeping **your** information safe and secure. Full details of what data **we** collect and how **we** use it can be found in **our** privacy policy which **you** can access via www.gadget-cover.com or by requesting a copy from **our** Data Protection Officer (contact details below). This section provides **you** with some basic information and explains:

- What **we** do with **your** information
- How **we** may check the information **you** have provided to **us** against other sources such as databases
- Who **we** share **your** information with, and
- How **we** may use **your** information.

We are governed by the Data Protection legislation applicable in the United Kingdom








How we may collect your information

We may collect details about **you** from

- Information **you** give to brokers
- Information **you** give **us** in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

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What information we may collect about you

We collect details including details about **your** health, personal circumstances, claims history, credit history, motoring history and other relevant details. **We** may collect information on **you** from databases such as the electoral roll and county court judgment records.

How we may share your information

In order to provide **our** services to **you**, **we** may share **your** information with other insurance companies, solicitors, regulators, business partners and suppliers. **We** may also have a legal obligation to provide **your** information, in certain circumstances, with regulators, police and other public bodies.

Information **you** supply may be used for the purposes of insurance administration by **us** and third parties. These third parties may share **your** information with their own agents.

How we may use your information

We may use **your** information for a number of purposes. These include:

- Providing **you** with **our** services
- Dealing with **your** claim
- Carrying out checks such as fraud checks and credit checks
- Providing **you** with information about **our** products and services.
- **We** give details about some of these processes below.

Providing you with details on our Products and Services








Where **you** have given **us** **your** consent to do so, **we** will send **you** information about products and services of ours and other companies in **our** Group which may be of interest to **you**. **We** may contact **you** by telephone, letter or email (as **you** have indicated) **You** have a right at any time to stop **us** from contacting **you** for marketing purposes or giving **your** information to other members of the Group. If **you** no longer wish to be contacted for marketing purposes then please contact **our** Data Protection Officer (contact details below).

Fraud Prevention and Detection

We carry out fraud checks on **our** customers. **We** do this in order to prevent fraud and also to help **us** make decisions about the provision, pricing and administration of insurance. When carrying out these checks, **we** will search against fraud detection databases. **We** may pass details about **you** to some of these databases. Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

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Claims History

We may process data relating to **your** claims history for the purposes of assessing any claim **you** may make. The aim is to help **us** to check information provided and also to prevent fraudulent claims. When **you** tell **us** about an incident **we** will pass information relating to it to these databases. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal.

Credit Searches and Accounting

In assessing an application for insurance or policy renewal, **we** may search files made available to **us** by credit reference agencies. They keep a record of that search. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

Transfers

Sometimes **your** information may be transferred outside the European Economic Area by **us**, by the organisations with whom **we** share your information or by the servants and agents of these organisations. If **we** do this **we** will ensure that anyone to whom **we** pass it provides an adequate level of protection.

Your Rights as a Data Subject

Under Data Protection Laws **you** have certain rights; these include for example, a right to understand what data **we** hold on **you** and a right to ask **us** to amend that data if it is incorrect. If **you** would like to exercise any of your rights please contact **our** Data Protection Officer (contact details below).

Data Protection Officer

If **you** have any questions about how **we** use your data, or to exercise any of your data rights please contact **our** Data Protection Officer at:

Post: Data Protection Officer
Supercover Insurance
45 Westerham Road
Bessels Green
Sevenoaks
Kent
TN13 2QB

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