



Motor Policy

PRIVATE CLIENT GROUP

Motor Policy

PRIVATE CLIENT GROUP

INTRODUCTION

Thank you for choosing Chartis Europe Limited and our Private Client Group for your personal insurance.

Private Client Group is dedicated to providing insurance exclusively for individuals requiring the highest standard of care for their properties and possessions. Our knowledge and experience are complemented by our commitment to exceptional service.

Your Private Client Group client service manager will ensure that you experience excellent personal service and, if you need to make a claim, one of the finest claims services available.

MOTOR VEHICLE POLICY

This insurance is provided by Chartis Europe Limited.

POLICY CONTENTS	1
Introduction	1
Motor policy provisions	3
How we use personal information	3
The motor insurance database	5
Fraud prevention and detection	5
PART I – DEFINITIONS	6
PART II – MAKING A CLAIM	8
A. Motor vehicle claim	8
B. Windscreen claim	8
C. Legal expenses claim	9
D. Motor breakdown claim	9
PART III – VEHICLE	10
A. Basis of cover	10
B. Payment of a loss	10
C. Additional covers	11
D. Exclusions	14
PART IV – THIRD PARTY LIABILITY	16
A. Basis of cover	16
B. Payment of a loss	16
C. Defence cover	16
D. Additional covers	16
E. Exclusions	18
PART V – EUROPEAN MOTOR BREAKDOWN COVER	20
A. Special definitions	20
B. Basis of cover	20
C. Insured incidents	20
D. Exclusions	21
E. Conditions	23
PART VI – LEGAL EXPENSES	24
A. Special definitions	24
B. Insured incidents	25
C. Additional services	27
D. Exclusions	27
E. Conditions	29
PART VII – GENERAL CONDITIONS	31
PART VIII – COMPLAINTS AND COMPENSATION	34

THIS POLICY IS NOT COMPLETE WITHOUT A SCHEDULE AND CERTIFICATE OF MOTOR INSURANCE

Motor policy provisions

This insurance is provided by Chartis Europe Limited which is authorised and regulated by the Financial Services Authority (202628) and is a member of the Association of British Insurers and whose registered office is:

Chartis Europe Limited
The Chartis Building
58 Fenchurch Street
London EC3M 4AB
United Kingdom

This policy, the schedule and any endorsements that accompany it, set out the contract between you and us. They should be read as one document. You agree to pay the premium shown in the schedule and comply with your responsibilities described in this policy. Cover for each section will only be in operation where indicated on your policy schedule.

We have relied on the information that you have provided to us in connection with our agreement to provide insurance to you. For this contract to be valid, all the information you have given us must be true and complete. If there are any changes in your circumstances and/or the information you have provided is no longer true, valid or up to date you must tell the intermediary who arranged the policy for you, or us, as soon as is reasonably possible as this may affect your policy and your ability to claim under it.

Various provisions in this policy restrict or exclude cover. Read the entire policy carefully to determine your rights and duties, and what is and is not covered. We have no duty to provide cover unless there has been full compliance with policy PART VII – GENERAL CONDITIONS.

How we use personal information

We are committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you, your representatives or other individuals (e.g. your employees and dependants).

By providing Personal Information, you give permission for its use as described below. If you provide Personal Information about another individual, you confirm that you are authorised to provide it for use as described below.

The types of Personal Information we may collect and why - Depending on our relationship with you, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, and other Personal Information provided by you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of our business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

To opt-out of any marketing communications we may send please contact us by e-mail at: marketing.uk@chartisinsurance.com or by writing to: **Head of Marketing, Chartis Europe Limited, The Chartis Building, 58 Fenchurch Street, London EC3M 4 AB, United Kingdom**. If you opt-out we may still send you other important communications, e.g. communications relating to administration of the insurance policy or a claim.

Sharing of Personal Information - For the above purposes Personal Information may be shared with our group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. Personal information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to detect and prevent fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in your country of residence.

Security and retention of Personal Information – Appropriate legal and security measures are used to protect Personal Information. Our service providers are also selected carefully and required to use appropriate protective measures. Personal information will be retained for the period necessary to fulfil the purposes described above.

Requests or questions - To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: DataProtectionOfficer@chartisinsurance.com or write to Data Protection Officer, Legal Department, Chartis Europe Limited, The Chartis Building, 58 Fenchurch Street, London EC3M 4AB. More details about our use of Personal Information can be found in our full Privacy Policy at http://www.chartisinsurance.com/_2538_371879.html or you may request a copy using the contact details above.

The Motor Insurance Database - Information relating to this insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including :

- I. Electronic Licensing
- II. Continuous Insurance Enforcement;
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If an authorised driver is involved in a road traffic accident (either in the UK, the EU or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds the correct registration number. If it is incorrectly shown on the MID there is a risk of having the vehicle seized by the Police. The registration number details can be checked on the MID at www.askmid.com.]

The motor insurance database

Insurers are required by law to add information relating to your motor insurance policy (including your name, address, the vehicle registration number, and the names of any other designated drivers) to the Motor Insurance Database which is managed by the Motor Insurers' Bureau (MIB). If you are involved in a road traffic accident, then insurers, the MIB and someone making a road traffic accident claim may search this database. This database also may be used by certain statutory and legally authorised bodies (including the Police, the DVLA, the DVANI and the Insurance Fraud Bureau) for various purposes including electronic licensing, reducing uninsured driving, continuous insurance enforcement and law enforcement.

Fraud prevention and detection

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

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

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

Chartis Europe Limited is a member of the Insurance Fraud Bureau (IFB) www.insurancefraudbureau.org, a not for profit organisation funded by the insurance industry, specifically focussed on detecting and preventing organised and cross industry insurance fraud. The IFB also maintains a Cheatline, where anyone can call 0800 328 2550 in confidence and anonymously if necessary, to report insurance fraud.

PART I – DEFINITIONS

Words with special meanings are defined here unless a more specific definition applies under another section. Throughout the **policy**, defined terms will be noted in bold print when used with the intent to have special meaning, whether those terms are used in the singular, plural or possessive.

In this **policy**, the words **'you'**, **'your'**, and **'yours'** refer to the person(s), or any legal entity, named as the policyholder specified in **your** certificate of motor insurance and **your** schedule. The words **'we'**, **'us'** and **'our'** mean Chartis Europe Limited.

Agreed value means the amount **we** will pay, if **we** pay a total loss claim, for each **vehicle** as listed in the policy schedule. **You** agree that **we** may re-evaluate this amount when the policy is renewed to reflect current costs and values.

Bodily injury means identifiable physical injury to the body that results from a covered loss which is caused directly and solely by an accident, which is not intentionally self-inflicted and does not result from sickness or disease.

Child means a person who is under 18 years of age at the date of injury.

Carjacking means **you**, a **family member** or a **named driver** being illegally removed from or detained in a **vehicle** by force.

Damages means the sum of money required to satisfy a claim settled by **us** or resolved by arbitration or other judicial proceedings or by a compromise **we** agree to in writing.

DAS means **DAS** Legal Expenses Insurance Company Limited.

Family member means any member of **your** household who resides with **you** on a permanent basis.

Intoxication or **Intoxicated** means having a blood alcohol level which exceeds the prescribed limit as decreed by the Road Traffic Act 1988 or the applicable local legislation, or being under the influence of any illegal substance.

Loss of limb means:

In the case of a leg or lower limb:

- a. Loss by permanent physical severance above the ankle: or
- b. Permanent, total and irrecoverable loss of use of a complete foot or leg.

In the case of an arm:

- c. Loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand), or
- d. Permanent, total and irrecoverable loss of use of a complete arm or hand.

Loss of sight means a permanent and total loss of sight:

- a. in both eyes if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- b. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what **you** should see at 60 feet).

Market value means the cost to replace a **vehicle** with one of a similar year, make, model and condition.

Medical expenses means reasonable charges **you** are legally liable for in respect of first aid, dental, prosthetic devices, ambulance, hospital, rehabilitation, medical, surgical, x-ray and professional nursing services.

Named driver means anyone who is named on **your** policy schedule and certificate of motor insurance as being entitled to drive **your vehicle** and has **your** permission to drive it.

Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, whether controlled or uncontrolled however caused, or any consequence of any of these.

Occurrence means a loss or an accident, which occurs during the **policy period** and results in **bodily injury** or **property damage**.

Permanent total disability means **your** inability to continue in any occupation for which **you** are fitted by way of training, education or employment which in all probability will continue for the rest of **your** life. If **you** are not in employment for which **you** receive a regular income, the inability to work in any gainful employment which in all probability will continue for the rest of **your** life.

Policy period means the period of cover shown in the schedule.

Property damage means actual physical harm to or destruction of tangible property, including the loss of its use.

Road rage means **bodily injury** to **you**, a **family member** or **named driver** caused by a violent person while **you** are in a **vehicle**.

Spouse means **your** husband, wife, civil partner or common law partner who permanently resides with **you**.

Territorial limits means any member country of the European Union, Andorra, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland, or in transit by rail, sea, land (not under the **vehicle's** own power) or air to or from any of these countries.

Terrorism means the use of force or violence and/or the threat thereof committed for political, religious, or ideological purposes and with the intention to influence any government and/or to put the public or any section of the public in fear.

Vehicle means:

- a. Any motor vehicle listed in **your** policy schedule, for which a certificate of motor insurance has been issued, which shows the registration mark of that motor vehicle, of which **you** or a **family member** are the registered keeper, or which is under a hire purchase agreement or is leased to **you**, or a **family member**.
- b. Any private motor vehicle not listed in **your** policy schedule which is not owned by **you** or a **family member** or registered in **your** or a **family member's** name when used by **you** or **your spouse** only, with the owner's permission. This does not include vehicles available for regular use by **you** or a **family member**.

PART II – MAKING A CLAIM

Private Client Group is committed to providing the finest claims service in the industry. When a loss occurs, we aim to respond immediately with practical advice and assistance.

If **you** need to notify **us** of a potential claim under any section of **your** policy one of **our** dedicated claim specialists will be able to advise on policy cover and agree with **you** on how best to resolve the situation quickly and to **your** satisfaction. **Our** telephones are manned 24 hours a day, 7 days a week.

We must be notified as soon as it is reasonably practical after an event which may give rise to a claim. Late notification of a claim may affect our acceptance of it if it is made so long after the event that **we** are unable to investigate it fully or may result in the insured person not receiving the full amount claimed if the sum claimed is increased as a result of the delay.

You will need to provide **your** name and **your** policy number at the time of reporting a potential claim.

Calls may be monitored or recorded to improve **our** service and for security or regulatory purposes.

A. Motor vehicle claim

To make a claim under any of the sections of this policy please contact **your** insurance broker or agent. Alternatively **you** can contact **us** direct as follows:

Telephone +44 (0)870 850 0178

Fax +44 (0) 207 954 4929

Email pcgclaims@chartisinsurance.com

In writing:

Private Client Group Claims

Chartis Europe Limited

The Chartis Building

58 Fenchurch Street

London EC3M 4AB

United Kingdom

B. Windscreen claim

To make a claim for damage to **your** windscreen please contact **your** preferred supplier or, if advice is required for more specialist **vehicles**, then please contact **us** during normal office hours on:

Telephone +44 (0)870 850 0178

Alternatively, **you** can call the Autoglass Helpline on:

Telephone +44 (0)800 363 636

This service is available 24 hours a day, 365 days per year.

C. Legal expenses claim

To make a claim under this section **you** can call **DAS** as soon as possible after **your** accident and speak to one of their dedicated customer claims handlers on:

Telephone +44 (0)800 7836066

or **you** can report **your** claim to **DAS** in writing at:

Motor Claims Centre
DAS Parc
Unit 4 Greenway
Bedwas House Industrial Estate
Bedwas
Caerphilly CF83 8DW
United Kingdom

D. Motor breakdown claim

It is important that **you** contact the **DAS** motor assistance centre as soon as possible after the breakdown. **DAS** will not cover any call-out charges and labour costs unless **DAS** has given their agreement.

DAS provides assistance 24 hours a day, 365 days a year.

In the event of a covered breakdown call the **DAS** motor assistance helpline on:

Telephone: 0800 678 3711 if calling from the UK or;

Telephone: +44 117 934 0148 if calling from elsewhere in Europe

Please provide the following information:

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

A motor assistance operator will arrange for one of **DAS's** approved agents to come to **your** assistance as quickly as possible.

PART III – VEHICLE

A. Basis of cover

This policy covers **you** for all risks of physical loss to **your vehicle** occurring anywhere within the **territorial limits** subject to policy terms, conditions and exclusions. The exclusions to this cover are set out in Section D.

B. Payment of a loss

We will pay for loss of, or damage to **your vehicle** anywhere within the **territorial limits** as follows:-

1. Excess

An excess shown in **your** policy schedule applies to each and every covered loss or damage unless stated otherwise.

If a **vehicle** not listed in **your** policy schedule sustains a covered loss or damage, the excess of the greatest value listed in **your** policy schedule will apply.

If the same **occurrence** involves two or more **vehicles** shown in the schedule, the greater of the excesses will apply once to the loss or damage claimed.

2. Total loss

If the **vehicle** is stolen or damaged beyond economical repair or is deemed unsafe by **us**, **we** will pay the **agreed value** shown in **your** schedule. However, **we** will reduce **our** payment by any amount paid for a previous loss to that **vehicle** if the damage was not repaired.

A **vehicle** shall be considered stolen when the entire **vehicle** is taken illegally and not recovered within 30 days.

The **vehicle** shall be deemed to be a total loss when in **our** opinion it is beyond economical repair or is deemed unsafe by **us**.

Following a total loss settlement, any salvage shall become **our** property.

When **we** pay for a total loss, any amount outstanding on any finance or hire purchase agreement may at **our** sole discretion be settled direct with the lender and deducted from the amount payable to **you**.

No excess applies in the event of a total loss.

3. Partial loss

If the **vehicle** is partially damaged, **we** will pay the amount required to repair or replace, whichever is less, the damaged part(s) without deduction for depreciation, up to the **agreed value** for each **occurrence**.

We will replace the damaged part(s) with the original manufacturer's part(s) when a part cannot be repaired subject to availability.

Repair of the **vehicle** will be arranged by **us** with one of **our** approved repairers. If **you** wish to use **your** own nominated repairer, **you** may do so with **our** prior written agreement.

Repairs carried out by one of **our** approved repairers will be guaranteed for a period of three years.

Any **vehicle** which cannot be repaired to Department for Transport certification standard is not eligible for repair and will be deemed to be a total loss.

Repairs cannot commence without **our** prior written approval.

4. New car replacement

We will replace **your vehicle** with a new vehicle of the same make, model and specification (subject to availability) if within 24 months of purchase of the **vehicle** as new by **you** or a **family member**:

- a. any repair cost or damage covered by the policy exceeds 60% of the **vehicle's** United Kingdom list price (including VAT) at the time of purchase; or
- b. **your vehicle** is stolen and not recovered within 30 days.

Replacement is subject to:

- a. **your vehicle** being owned by **you** or a **family member** or having been purchased by **you** or a **family member** under a hire purchase agreement;
- b. the agreement of any interested hire purchase company;
- c. **you** or a **family member** being the first registered owner of the **vehicle**; and
- d. any salvage of the original **vehicle** becoming **our** property.

Any **vehicle** which is the subject of any type of leasing or contract hire agreement is not eligible for replacement.

C. Additional covers

These covers are offered in addition to that shown on **your** policy schedule unless stated otherwise. **Your** excess applies to these covers unless stated otherwise.

1. Hire vehicle provision

If **your vehicle** cannot be used because of a claim covered by this policy, **we** will cover the cost of a temporary car of a similar specification for the period of time that **your vehicle** is being repaired or, in the case of theft, until the theft claim is settled. The most **we** will pay is £5,000 in respect of any one **occurrence**.

If **you** choose not to accept a temporary car from **us** and **your** excess is £1,000 or less then no excess will apply to the claim covered by this policy.

2. Getting **you** to **your** destination

We cover the following additional expenses **you** incur as a result of a claim covered by this insurance:

- a. onward transportation expenses up to a maximum of £500 to reach **your** intended final destination;
- b. overnight accommodation and meals for **you**, any **named driver** and the passengers if **you** are more than 50 miles from **your** nearest residence up to £750 in total.

No excess applies to this cover.

3. Glass cover

We will indemnify **you** in respect of any payment made solely for repair or replacement of glass in the windscreen, sunroof or windows of **your vehicle** (or any scratching of bodywork arising directly and solely from the glass breakage).

Any claim under this section will not affect **your** no claims discount.

An excess applies to this cover as shown on **your** policy schedule.

If the glass is repaired rather than replaced, then no excess applies.

4. Unlimited lock replacement

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

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

Any claim under this section will not affect **your** no claims discount.

No excess applies to this cover.

5. Replacement child car seats

If **you** have a child car seat in **your vehicle** and the **vehicle** is damaged due to fire, theft or in an accident, **we** will replace and fit the child car seat with a new one whether or not there is visible damage.

No excess applies to this cover.

6. Loss of licence

If due to ill health **your** licence is revoked by the DVLA **we** will pay up to £5,000 towards the cost of alternative essential transport for a maximum period of 12 months provided that **your** policy cover remains in force throughout that period.

7. Loss of driving ability

If **you** or **your spouse** are injured and unable to drive following an accident that results in a valid claim under this policy **we** will pay up to £5,000 for alternative essential transport for a maximum period of 12 months provided that **your** policy cover remains in force throughout that period.

8. Loss of driving confidence

If **you** or **your spouse** is psychologically unable to drive following an accident that results in a valid claim under this policy **we** will, at **our** discretion, pay for the cost of a rehabilitation driving course.

9. **Vehicle** tax disc cover

We will pay an amount representing any unexpired part of **your vehicle's** tax disc calculated on a proportionate basis, if **you** are otherwise unable to recover this following a total loss under this policy.

10. Permanent entertainment and navigational equipment

In the event of loss or damage to a **vehicle** listed on **your** policy schedule, **we** will pay for loss or damage to sound reproducing, receiving, transmitting equipment, car televisions, telephones and global positioning systems that are permanently installed or are removable from a housing unit permanently installed in the **vehicle**. This equipment must be:

- a. designed to be solely operated by use of the power from the electrical system of the **vehicle**;
and
- b. in or on the **vehicle** at the time of the loss.

The covers under this section do not increase the **agreed value** of **your vehicle**.

11. Personal possessions

We will pay for loss of personal possessions in or on **your vehicle** as a result of an accident, fire, theft or attempted theft up to a maximum of £1,000 unless the loss is already covered under any other current insurance policy.

No excess applies to this cover.

12. Alloy wheel replacement

If **we** cannot match the replacement alloy wheels on a **vehicle** shown on **your** policy schedule **we** will pay up to £10,000 for the cost to replace all of the **vehicle's** alloy wheels provided that this follows a covered loss in which the alloy wheels have been lost or damaged.

Any undamaged alloy wheels shall become **our** property.

13. Upholstery replacement

If **we** cannot match the upholstery on a **vehicle** shown on **your** policy schedule **we** will pay up to £10,000 for the cost to replace all of the upholstery provided that this follows a covered loss in which the upholstery has been lost or damaged.

Any undamaged upholstery shall become **our** property.

14. Disability costs

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

15. Trailer cover

We will pay for loss or damage to **your** trailer up to a maximum of £5,000 whether attached to or unattached from **your vehicle** at the time of loss unless the loss is already covered under any other current insurance policy.

No excess applies to this cover.

16. Personal registration plate cover

If cover for a personal registration plate is shown on **your** policy schedule **we** will cover the following:

If the **vehicle** is stolen and not recovered within 30 days **we** will pay the sum insured shown in **your** policy schedule for the loss of use of the personal registration plate.

When **we** pay for this loss, the personal registration plate, and the right to its use becomes **our** property.

You may re-purchase the personal registration plate from **us** when the DVLA re-issue the plate at the sum insured that was paid by **us**.

17. Carjacking

We will pay for the reasonable costs, as agreed by **us**, shown below which are incurred by **you**, a **family member**, a **named driver** or a chauffeur travelling with **you** or a **family member** as a result of any one **carjacking occurrence** within the **territorial limits**:

- a. up to £20,000 per person subject to a maximum of £40,000 per **occurrence** in respect of **medical expenses** incurred due to injuries sustained in a **carjacking occurrence** within 12 months of the **carjacking occurrence**;
- b. up to £20,000 per person subject to a maximum of £40,000 per **occurrence** in respect of psychiatric services as prescribed by a physician psychologist or other mental health professional as a result of a **carjacking occurrence** incurred within 12 months of the **carjacking occurrence**;
- c. up to £20,000 per person subject to a maximum of £40,000 per **occurrence** in respect of loss of income in excess of other collectible benefits including but not limited to employee sick pay, disability allowance, employers liability insurance within the first 60 days after the **carjacking occurrence**;
- d. up to £5,000 in respect of paid accommodation expenses for **you** or a **family member** to stay near to the claimant who is receiving medical treatment following a **carjacking occurrence** unless **you** have a residence that is within 10 miles of the treatment centre.

18. Road rage

We will pay for the reasonable costs, which are agreed by **us**, up to a maximum of £10,000 in any one **policy period**, which are incurred by **you**, a **family member**, or a chauffeur travelling with **you** as a result of any one **occurrence of road rage** within the **territorial limits** in respect of:

- a. **medical expenses**; and
- b. psychiatric services as prescribed by a physician psychologist or other mental health professional incurred within 12 months of the **road rage occurrence**.

19. Uninsured drivers

If **your vehicle** suffers loss or damage caused by an uninsured driver or a third party that **we** are unable to trace **we** will not reduce **your** no claims discount provided **you** have made all reasonable attempts to obtain the third party's details.

No excess applies to this cover.

20. No claims discount

If **your vehicle** suffers loss or damage covered under this policy and **we** do not consider **you** to be at fault it will not affect **your** no claims discount rating.

D. Exclusions

The following exclusions apply to Part III of **your** policy, including the additional covers, unless stated otherwise.

1. Act of war

We do not cover any loss or damage caused directly or indirectly by any war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental. nor do **we** cover loss or damage caused directly or indirectly by the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

2. Breakdown

We do not cover any loss or damage caused by:

- a. mechanical or electrical breakdown;
- b. error in computer programming;
- c. instructions to the computer;
- d. wear and tear;
- e. freezing; or
- f. damage to tyres by braking, bursts or puncture cuts, unless the loss or damage resulted from the theft of the **vehicle**.

3. Competitive racing / track use

We do not cover any loss or damage to any **vehicle**, or any liability arising from the use of such a **vehicle**, in any rally, event named or advertised as a rally, competition, motor trial, pace making, instruction, driver's education, preparation, speed testing or participation for or in any race or speed contest, or prearranged handling and performance test, whether on a closed track, public roadway or private property.

We do not cover any loss or damage to any **vehicle**, or any liability arising from the use of such a **vehicle**, whilst being used for any purpose on a closed track or motor racing circuit.

4. Confiscation

We do not cover any loss or damage caused by the confiscation, seizure or destruction of **your** property or any **vehicle** covered by this insurance by any public or government authority.

5. Intentional acts

We do not cover any **property damage** arising out of an act intended by **you** or a **family member**, or by any person instructed or directed by **you** or a **family member**, to cause **property damage**, even if the damage or injury caused is of a different type or degree than actually expected or intended. For this purpose an intentional act includes one whose consequences could have been foreseen by a reasonable person.

6. Loss of value

We do not cover a reduction in the value of a **vehicle** listed in **your** policy schedule following any repairs carried out in accordance with this policy.

7. Other **vehicles**

We do not cover **you** for loss or damage arising out of the ownership, maintenance or use of any **vehicle** with less than four wheels.

This exclusion does not apply to motorcycles listed on **your** policy schedule and for which a valid certificate of motor insurance or cover note has been issued. Separate terms and conditions will however apply.

8. **Nuclear hazard**

We do not cover any loss or damage caused directly or indirectly by **nuclear hazard**.

However, this exclusion does not apply to ensuing covered loss due to fire resulting from a **nuclear hazard** unless another exclusion applies.

9. Radioactive, chemical or biological contamination

We do not cover any loss or damage, directly or indirectly caused by:

- a. radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. the use of a chemical or biological weapon.

10. Sonic bangs

We do not cover any loss or damage caused by pressure waves caused by aircraft or other aerial devices travelling at the speed of sound, or faster.

11. Terrorism

We do not cover any loss, damage, cost or expense of any nature whatsoever directly or indirectly caused by, resulting from or in connection with:

- a. any act of **terrorism** except in so far as is necessary to comply with the relevant road traffic legislation; or
- b. resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

12. **Vehicles** airside

We do not cover any loss or damage whilst a **vehicle** is on any part of an airport, aerodrome, airfield or military base provided for:

- a. the take off or landing of aircraft and for the movement or storage of aircraft on the surface; or
- b. aircraft parking including the associated service roads, refuelling areas and ground equipment parking areas.

Where the public do not have free vehicular access.

13. **Vehicle** used for a fee

We do not cover any loss or damage arising out of the ownership or operation of a **vehicle** while it is being used to carry people or property for a fee or similar reward.

This exclusion does not apply to a car sharing arrangement where the **vehicle** has eight seats or less and **you** do not profit from the contributions **you** receive for **your** journey.

14. **Vehicle** related services

We do not cover losses for **vehicles** arising from the maintenance or use in business operations such as repairing, servicing, testing, washing, parking, storing, or selling of automobiles.

15. Riot and civil commotion

We do not cover any loss or damage arising out of riot or civil commotion occurring elsewhere other than in Great Britain, the Isle of Man or the Channel Islands.

16. Contractual agreements

We do not cover any loss or damage arising out of any liability accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.

17. Criminal or illegal acts

We will not pay for any loss or damage caused by, or arising from, criminal and illegal acts by **you**, a **family member** or **named driver** or anyone acting on behalf of **you** or a **family member** or **named driver**.

18. Driving whilst **intoxicated**

We will not pay for any loss or damage to **your vehicle** that occurs whilst **you**, or any other covered driver, is driving whilst **intoxicated**.

PART IV – THIRD PARTY LIABILITY

A. Basis of cover

This policy provides **you** with legal liability cover for **damages** resulting from an **occurrence** that happens anywhere within the **territorial limits** subject to policy terms, conditions and exclusions. The **occurrence** must involve:

1. **your vehicle**; or
2. any other **vehicle** which **your** certificate of motor insurance allows **you** to use; or
3. a trailer or caravan which is attached to **your vehicle**.

The exclusions to this cover are set out in Section E.

B. Payment of a loss

The limit of liability is shown on **your** policy schedule, unless stated otherwise. **We** will pay for **damages** from any one **occurrence**, regardless of how many claims, **vehicles**, or people are involved in the **occurrence**.

C. Defence cover

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

As part of **our** negotiation, investigation and settlement **we** will pay:

1. all expenses **we** incur;
2. all costs assessed against **you** or a **named driver**;
3. all interest accruing after a judgement is entered or as provided for in an agreed settlement, in a suit **we** defend, on only that part of the judgement or settlement **we** are responsible for paying. **We** will not pay interest accruing after **we** have paid the judgement or settlement;
4. reasonable expense incurred by **you** or a **named driver** at **our** request for assisting **us** in the investigation or defence of a claim or suit; and
5. the cost of all bail bonds required of **you** or a **named driver** because of a covered loss.

If **we** are prevented, in certain jurisdictions, by local law from carrying out this defence cover, **we** will pay only those defence expenses that **we** agree in writing to pay and that are incurred by **your** legal representatives on behalf of **you**.

D. Additional covers

In addition to **damages** and the defence cover, **we** also provide the covers below.

1. Emergency treatment

We will reimburse **you** or a **named driver** using any **vehicle** that is listed in **your** policy schedule for payment made under the relevant road traffic legislation for emergency treatment.

2. **Medical expenses**

We will pay the necessary **medical expenses**, up to a total of £500 for **you**, a **named driver** or any other occupant of a **vehicle** for **medical expenses** incurred within three years of a covered loss.

The expenses must be for **bodily injury** to:

- a. **you** or a **named driver** while occupying **your vehicle**, or any other **vehicle** operated lawfully by **you** or **your spouse**;
- b. **you** or a **family member** while occupying or struck by a motor **vehicle** or trailer.

However, **we** do not cover any person for **medical expenses** for **bodily injury** sustained whilst as the driver or a passenger in any **vehicle** having less than four wheels.

3. Rental **vehicle** cover

We cover, as an insured **vehicle**, any motor **vehicle you** or **your spouse**, rent for up to 90 days anywhere in the **territorial limits**. **We** cover **damages you** or **your spouse** are legally obligated to pay to the rental company for **bodily injury** or **property damage** arising from the use or maintenance of the rented motor **vehicle** which takes place anytime during the **policy period** and are caused by an **occurrence** unless stated otherwise or an exclusion applies.

This cover will be in excess over any other valid and collectible insurance that **you** may have.

4. Temporary substitute **vehicle**

If a **vehicle** which is listed in **your** policy schedule is unavailable for normal use because of its repair, servicing, loss or destruction, **we** will cover any motor **vehicle you** do not own, lease or hire while being used as a temporary substitute for that **vehicle**, up to the **market value** of the substitute motor **vehicle**.

We do not cover temporary substitute motor **vehicles** which are being used for any purpose other than replacing a **vehicle** listed in **your** policy schedule whilst it is out of normal use.

This cover will be in excess over any other valid and collectible insurance that **you** may have.

5. Spanish bail bond

Should an accident occur in Spain, which may be the subject of a claim under this policy, and **you** or a **named driver** are detained or a **vehicle** listed in **your** policy schedule is impounded by the local authorities and a monetary deposit or guarantee is required for their release, **we** will provide the deposit or guarantee.

6. Travelling abroad

No cover is provided for countries outside the **territorial limits** without prior written agreement by **us**.

7. Personal accident cover

We will pay **you** or a **family member** or, in the event of **your** death, **your** estate, £50,000 (£20,000 for the death of a **child**) for **bodily injury** to **you** or a **family member** caused whilst travelling in, getting into or getting out of any private motor **vehicle** or being subject to a **carjacking**, provided that the injury is the sole cause of;

- a. death;
- b. **loss of a limb**;
- c. **loss of sight** ; or
- d. **permanent total disablement**.

You must notify **us** as soon as possible after the date of the **occurrence**.

We do not cover any loss caused directly or indirectly while **you** or a **named driver**, driving a **vehicle** listed in **your** policy schedule is in a state of **intoxication** or insanity.

E. Exclusions

The following exclusions apply to Part IV of **your** policy, including the additional covers, unless stated otherwise.

1. Intentional acts

We do not cover any **property damage** or **bodily injury** arising out of an act intended by **you** or a **family member**, or by any person instructed or directed by **you** or a **family member**, to cause **property damage** or **bodily injury**, even if the damage or injury caused is of a different type or degree than actually expected or intended. For the purpose of this section, an intentional act is one whose consequences could have been foreseen by a reasonable person.

2. Non-permissive use

We do not cover any person who uses a **vehicle** listed in the schedule without the permission of **you** or **your spouse**.

3. Owned property

We do not cover damage to property being transported by the owner.

4. Other property

We do not cover any person for damage to property used by or rented to, or in the care of that person.

This exclusion does not apply to a private garage or residence; or to private **vehicles**, trailers, or vans not owned by, furnished to, or available for the regular use of **you** or a **family member**.

5. Employers' liability

We do not cover liability for the death or **bodily injury** of **your** employees arising out of or in the course of his/her employment by anyone in respect of whom cover is provided under **your** policy, if that liability is provided under an employers' liability insurance issued to comply with relevant employers' liability legislation.

6. **Vehicles** used for a fee

We do not cover any person for **damages** arising out of operation or ownership of a **vehicle** listed in **your** policy schedule while it is being used to carry people or property for a fee or similar reward.

This exclusion does not apply to a car sharing agreement, where the **vehicle** has eight seats or less and **you** do not profit from the contributions **you** receive for **your** journey.

7. Other **vehicles**

We do not cover any person for **damages** arising out of the ownership, maintenance or use of any **vehicle** with less than four wheels.

This exclusion does not apply to motorcycles listed on **your** policy schedule and for which a valid certificate of motor insurance or cover note has been issued.

8. Competitive racing / track use

We do not cover any loss or damage to any **vehicle**, or any liability arising from the use of such a **vehicle**, in any rally, event named or advertised as a rally, competition, motor trial, pace making, instruction, driver's education, preparation, speed testing or participation for or in any race or speed contest, or prearranged handling and performance test, whether on a closed track, public roadway or private property.

We do not cover any loss or damage to any **vehicle**, or any liability arising from the use of such a **vehicle**, whilst being used for any purpose on a closed track or motor racing circuit.

9. **Vehicle** related services

We do not cover losses for **vehicles** arising from the maintenance or use in business operations such as repairing, servicing, testing, washing, parking, storing, or selling of automobiles.

10. Acts of war

We do not cover any loss or damage caused directly or indirectly by any war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental. nor do **we** cover loss or damage caused directly or indirectly by the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

11. Nuclear hazard

We do not cover any loss or damage caused directly or indirectly by **nuclear hazard**.

However, this exclusion does not apply to ensuing covered loss due to fire resulting from a **nuclear hazard** unless another exclusion applies.

12. Radioactive, chemical or biological contamination

We do not cover any loss or damage, directly or indirectly caused by:

- a. radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. the use of a chemical or biological weapon.

13. Vehicles airside

We do not cover any loss or damage whilst a **vehicle** is on any part of an airport, aerodrome, airfield or military base provided for:

- a. the take off or landing of aircraft and for the movement or storage of aircraft on the surface; or
- b. aircraft parking including the associated service roads, refuelling areas and ground equipment parking areas

where the public do not have free vehicular access.

14. Terrorism

We do not cover any loss, damage, cost or expense of any nature whatsoever directly or indirectly caused by, resulting from or in connection with:

- a. any act of **terrorism** except in so far as is necessary to comply with the relevant road traffic legislation; or
- b. resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

15. Pollution

We do not cover any loss or damage arising out of pollution or contamination unless it is directly caused by a sudden identifiable unintended and unexpected **occurrence** and it occurs entirely at a specific time and place during the period of insurance.

16. Contractual agreements

We do not cover any loss or damage arising out of any liability accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.

PART V – EUROPEAN MOTOR BREAKDOWN COVER

The cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited (**DAS**) and any claims submitted will be administered by **DAS**.

DAS is authorised and regulated by the Financial Services Authority.

All telephone calls to **DAS** are monitored and recorded as part of the **DAS** training and quality assurance programmes.

The special definitions below apply only to PART V – EUROPEAN MOTOR BREAKDOWN COVER, and where the same words are defined elsewhere in this policy, these special definitions apply to this section only.

A. Special definitions (in addition to the general policy definitions)

Breakdown means either (1) mechanical or electrical failure or (2) accidental damage, or damage caused by vandalism, fire, theft or attempted theft; which stops **your vehicle** moving.

Insured person(s) means **you**, and any passenger or driver who is in the **vehicle** with **your** permission at the time of the **breakdown**.

Vehicle means any motor vehicle listed in **your** policy schedule or any other vehicle **you** or **your spouse** are driving at the time of the **breakdown** which does not already have motor **breakdown** cover in force. The vehicle, excluding any caravan or trailer, must not weigh more than 3.5 tonnes gross vehicle mass or be over 5.5 metres (18 feet) in length, or over 2.3 metres (7 feet 6 inches) wide.

Cover extends to include any caravan or trailer attached to the vehicle at the time of the **breakdown**. Any caravan or trailer attached to the vehicle must not exceed 7.6 metres (25 feet) in length.

B. Basis of cover

You are covered for the assistance services in this section for a maximum of six **breakdowns** during the **policy period** if **you** have paid **your** premium. **DAS** agrees to provide the assistance services in this policy keeping to the terms, conditions and exclusions as long as the **breakdown** happens during the **policy period** and within the **territorial limits**.

After **DAS** has dealt with **your** sixth **breakdown**, this section of **your** policy will become void. In such circumstances, or if the service **you** require is not provided for under the terms of this section, **DAS** will try to provide the assistance service if **you** wish to arrange it at **your** expense. The terms of any such assistance are a matter for **you** and **your** supplier.

C. Insured incidents

1. Emergency roadside repairs and home breakdown

DAS will pay the call-out charge and up to one hour's labour costs for one of **DAS's** approved agents to attend the scene of the **breakdown** and, where possible, carry out emergency repairs.

2. **Vehicle** recovery

If **your vehicle** cannot be repaired within one hour at the scene of the **breakdown**, **DAS** will pay for the cost of transporting **your vehicle** and **insured person(s)** to a single destination, being either:

- a. a suitable repairer; or
- b. if the **insured person** wishes, their home address, provided it is nearer.

3. Getting **you** to **your** destination

If **your vehicle** cannot be repaired on the same day as the **breakdown**, **DAS** will either:

- a. pay the cost of transporting **your vehicle** or **insured person(s)**, or both, to a destination(s) within the **territorial limits** provided that the **insured person(s)** are transported to the same destination; or
- b. arrange and pay the cost of hiring a category A **vehicle** (1.0L or less engine size) to allow the **insured person(s)** to continue their journey to a destination within the **territorial limits**, but the most **DAS** will pay for any one claim is £750 and any replacement **vehicle** provided must remain within the **territorial limits**; or
- c. arrange transport for **insured person(s)** to travel to a hotel. **You** will have to pay for the cost of this, and the hotel costs; but **DAS** will reimburse **you** up to £50 per person per night for accommodation. The most **DAS** will pay for transport to the hotel and the cost of hotel accommodation is £300 for any one **breakdown**;
- d. **You** must pay the hotel bill, but **DAS** will pay **you** back on receipt of the relevant bill(s) subject to the £300 limit for any one **breakdown**. **You** must send **DAS** all the relevant invoice(s) before **DAS** will reimburse **you**.

At all times **DAS** will decide on the best way of providing help.

4. Emergency message service

When **you** claim for any of the services detailed in 1, 2 and 3 above **DAS** will forward a message to a member of **your** family, friend or work colleague if **you** would like this.

D. Exclusions

The following exclusions apply to this section of **your** policy.

1. Unattended **vehicles**

- a. **DAS's** approved agents cannot work on **your vehicle** if it is unattended.
- b. Please do not arrange assistance before **DAS** has agreed. If **you** do, **DAS** will not pay the costs involved.

2. Commencement of cover

The **breakdown** of **your vehicle** is excluded within the first 48 hours from the date of **your** application if cover is taken out separately to **your** motor insurance.

3. Un-roadworthy condition

The **breakdown** of **your vehicle** is excluded if it has knowingly been driven in an unsafe or un-roadworthy condition.

4. Lack of oil, fuel or water

The **breakdown** of **your vehicle** is excluded if it has resulted from lack of oil, fuel or water.

5. Competitive racing / track use / used for a fee

The **breakdown** of **your vehicle** is excluded if it occurs while **your vehicle** is being used for motor racing, trials or rallying or for hire or reward.

6. Additional costs

There is no cover under this section for the following costs:

- a. storage charges incurred when **you** are using the **DAS** services; or
- b. spare or replacement parts, fluids or fuel or any other materials used in repairing **your vehicle**;
or
- c. any other repairs except those at the scene of the **breakdown**; or
- d. replacing a wheel if **your vehicle** does not have a serviceable spare wheel; or
- e. replacing broken windows or keys or finding missing keys; or
- f. ferry crossings, parking charges, fines or toll charges.

7. Failure to comply with instructions

DAS does not cover any charges arising from an **insured person's** failure to comply with **DAS's** instructions or the **DAS** approved agents' instructions in respect of the assistance being provided.

8. Losses prior to breakdown

DAS does not cover any costs incurred before **you** have notified **DAS** of the **breakdown**.

9. Non-standard vehicles

DAS does not cover any **vehicle** which cannot be recovered by a standard trailer or transporter.

10. Caravans and trailers

DAS does not cover the recovery of a caravan or trailer on tow which exceeds 7.6 metres (25 feet) in length.

11. Nuclear or radioactive contamination

DAS does not cover **breakdowns** caused by, contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it.

12. Acts of war

DAS does not cover **breakdowns** caused by, contributed to by or arising from war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup.

13. Sonic bangs

DAS does not cover **breakdowns** caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

14. Consequential loss

DAS will not pay for any loss that is not directly covered by the terms and conditions of this section. For example, **DAS** will not pay for **your** travel costs for collecting **your vehicle** from a repairer, loss of income from taking time off work because of a **breakdown**, or loss from cancelled or missed appointments.

E. Conditions

The following conditions apply to this section of the policy in addition to those listed under PART VII – GENERAL CONDITIONS.

1. **Your** compliance

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

2. Roadworthy condition

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

3. Cancellation

DAS can cancel this section after **DAS** has dealt with **your** sixth claim in the **policy period**. **DAS** will not refund any premium **you** have paid.

4. **Vehicle** attendance

An **insured person** must be present with the **vehicle** when **DAS's** approved agent arrives.

5. Breakdown of service

DAS will make every effort to provide the services provided for under this section at all times, but **DAS** will not be responsible for any liability arising from breakdown of the service.

6. Animal welfare

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

7. Other insurance

DAS will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.

8. English law

This section will be governed by English Law.

PART VI – LEGAL EXPENSES

The cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited (**DAS**) and any claims submitted will be administered by **DAS**.

DAS is authorised and regulated by the Financial Services Authority.

DAS will not be able to help **you** if **DAS** believes there is little chance of recovering **your** uninsured losses.

Please do not ask for help from a lawyer or hire a **vehicle** before **DAS** has agreed. If **you** do, **DAS** will not pay the costs involved.

If **you** are involved in a motor accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident.

The special definitions below apply only to PART VI – LEGAL EXPENSES, and where the same words are defined elsewhere in this policy, these special definitions apply to this section only.

A. Special definitions (in addition to the general policy definitions)

Insured person means **you**, and any passenger or driver who is in or on the **vehicle** with **your** permission. Anyone claiming under this section must have **your** agreement to claim.

Appointed lawyer means the lawyer, or other suitably qualified person, who has been appointed to act for an **insured person** under Condition 2 of this section (Responsibilities of **DAS**).

Legal costs means all reasonable and necessary costs charged by the **appointed lawyer** on a standard basis. Also the costs incurred by opponents in civil cases if an **insured person** has to pay them, or pays them with the agreement of **DAS**.

Vehicle hire costs means the cost of hiring a replacement car or standard commercial vehicle for one continuous period.

Communications and registration costs means the cost of telephone calls, faxes or postage incurred by **you** to communicate with the police, driver and vehicle licensing agency, transport agency, credit agencies, financial service providers or creditors; and the cost of replacing documents, re-registering **your vehicle** with the DVLA and purchasing a new number plate for **your vehicle**.

Identity and registration theft means the theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of **your** identity. In relation to **your vehicle**, this extends to the theft or unauthorised use of **your vehicle's** registration mark or number plate.

Territorial limits means:

- a. For **legal costs** – any member country of the European Union, Switzerland and Norway;
- b. For **vehicle hire costs** – England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey;
- c. For **Identity and Registration Theft** – United Kingdom of Great Britain, Northern Ireland, the Isle of Man and Channel Islands.

B. Insured incidents

1. Motor uninsured loss recovery

DAS will negotiate to recover an **insured person's** uninsured losses and **legal costs** after an event which:

- a. causes damage to the insured **vehicle** or to personal property in it; or
- b. injures or kills an **insured person** while he or she is in or on the insured **vehicle**.

Once **DAS** has accepted **your** claim, **DAS** aims to recover **your** uninsured losses from the person who caused the accident. Uninsured losses could include the cost of repairing or replacing **your vehicle**, **your** motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

DAS normally recovers **your** uninsured losses through the **DAS** Motor Claims Centre but sometimes **DAS** uses **appointed lawyers**. Claims outside the UK may be dealt with by **DAS** offices elsewhere in Europe.

For claims over £300 where the driver at fault cannot be traced or does not have valid motor insurance, **DAS** will notify the Motor Insurers' Bureau which may be able to help.

2. Motor prosecution defence cover

DAS will defend an **insured person's** legal rights if an event leads to them being prosecuted for an offence connected with the use or driving of an insured **vehicle**. **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed, that he or she wants **DAS** to appeal.

Before **DAS** pays any costs and expenses for appeals, **DAS** must agree that it is always more likely than not that the appeal will succeed.

This cover does not apply in relation to parking offences or an offence which suggests dishonesty by the **insured person**.

3. Replacement **vehicle** hire

If **you** are involved in a motor accident and the accident was entirely the other driver's fault, and **your vehicle** cannot be driven, **DAS** can arrange for **you** to have a replacement hire **vehicle** until **your vehicle** can be repaired. Subject to Exclusion 9 (**Vehicle hire Costs**) **DAS** will pay **vehicle hire costs** as long as **DAS** has agreed to them first

4. Identity and registration theft

- a. **DAS** will provide an **identity and registration theft** telephone helpline service giving **you** detailed guidance and advice over the phone for any concerns about being or becoming a victim of **identity and registration theft** or about the illegal use of **your vehicle's** registration mark.

For help, telephone 0844 848 7071. The helpline is open 8am-8pm, 7 days a week.

If **your** identity is used or stolen while abroad the advice available from the **identity and registration theft** helpline service may be limited.

- b. If **you** think **you** have been a victim of **identity and registration theft** **you** must call the telephone helpline service described in a. above. **DAS** will assign a personal caseworker who will provide telephone advice and a personal action plan to help restore **your** identity and credit status or stop fraudulent use of **your vehicle's** registration mark.
- c. Following use of the resolution service described in b. above, **DAS** will pay **legal costs** that become necessary to reinstate **your** identity. This includes the cost of signing statutory declarations or similar documents. **DAS** will negotiate for **your** legal rights in a dispute with any party who takes legal action against **you** arising from or relating to **identity and registration theft**.
- d. **DAS** will pay **communications and registration costs**. Should **you** suffer loan rejection due to damage to **your** credit rating resulting from **identity and registration theft**, **DAS** will pay any re-application or administration fee.

Provided that:

- i. **You** notify banks and building societies or, if **your vehicle's** registration mark is being used illegally, the Driver and **Vehicle** Licensing Agency as soon as possible; and
- ii. **You** tell **DAS** if **you** have previously suffered **identity theft**; and
- iii. **You** take all reasonable action to prevent continued unauthorised use of **your** identity.

DAS agrees to provide the insurance in this section, keeping to the terms, conditions and exclusions as long as:

- a. the insured incident happens during the **policy period** and within the **territorial limits**; and
- b. any legal proceedings will be dealt with by a court or other body which **DAS** agrees to in the **territorial limits**; and
- c. in civil claims it is always more likely than not an **insured person** will recover **damages** (or other legal remedy) or make a successful defence.

Following insured incidents under 1 or 3 **DAS** will negotiate to recover an **insured person's** uninsured losses and costs and will help in appealing or defending an appeal.

If an **appointed lawyer** is used, **DAS** will pay the **legal costs** for this. Subject to Exclusion 9 (**Vehicle hire costs**) **DAS** will also pay **vehicle hire costs** as long as **DAS** has agreed to them first.

The most **DAS** will pay for all claims that arise from the same insured incident is £100,000.

C. Additional services

DAS provides these services 24 hours a day, seven days a week during the **policy period**. All helplines apply to the United Kingdom unless otherwise stated. To help **DAS** check and improve their service standards, **DAS** records all calls, except those to the counselling service.

When calling, please tell **DAS** that **you** are a Private Client Group customer.

Please do not call **DAS** to report a general insurance claim.

1. Eurolaw personal legal and tax advice service

DAS will give an **insured person** confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway, or on any UK personal tax problem.

To obtain assistance please telephone 0117 934 0052.

2. Health and medical information service

DAS will give an **insured person** information over the telephone on health and fitness, and nondiagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve general fitness. Information is available on self-help groups and hospital waiting lists.

To obtain assistance please telephone 0117 934 0052.

3. Counselling

DAS will provide an **insured person** with a confidential counselling service over the telephone including, where appropriate, onward referral to relevant voluntary or professional services.

To contact the counselling helpline, telephone **DAS** on 0117 934 2121.

DAS will not accept responsibility if the helpline services are unavailable for reasons that **DAS** cannot control.

D. Exclusions

The following exclusions apply to this section of **your** policy.

1. Rights and interests

Apart from **DAS, you** are the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it.

This means that the Contract (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

2. Business activities

DAS will not cover any losses arising from **your** business activities.

3. Late reporting of a claim

DAS will not cover a claim where the **insured person** has failed to notify **DAS** of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospects of successfully recovering **damages** (or getting any other legal remedy **DAS** agrees to) or of making a successful defence.

4. Unauthorised costs

DAS will not cover any **legal costs** and **vehicle hire costs** that are incurred before **DAS** agrees to pay them.

5. Vehicle contract

DAS will not cover any claim relating to a contract involving the insured **vehicle**.

6. Uninsured drivers

DAS will not cover the insured **vehicle** whilst being used by anyone who does not have valid motor insurance.

7. Dispute

DAS will not cover any disagreement with **DAS** or Chartis Europe Limited Ltd that does not come within Condition 7 below.

8. Unauthorised legal action

DAS will not cover any legal action an **insured person** takes which **DAS** or the **appointed lawyer** has not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed lawyer**.

9. **Vehicle hire costs**

DAS will not cover any **vehicle hire costs** if an **insured person** is claiming against a person who does not have valid motor insurance or cannot be identified or traced; or when an **insured person** makes his or her own arrangements for **vehicle** hire after an insured incident.

10. Date recognition

DAS will not cover any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

11. Untraceable driver

DAS will not cover any claim of less than £300 where the driver at fault cannot be traced or does not have valid motor insurance.

12. Radioactive contamination

DAS will not cover a claim caused by, contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it.

13. Acts of war

DAS will not cover a claim caused by, contributed to by or arising from war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup.

14. Sonic bangs

DAS will not cover a claim caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

E. Conditions

The following conditions apply to this section of the policy in addition to the General Conditions listed in Part VII.

1. Responsibilities of the insured
An **insured person** must:
 - a. keep to the terms and conditions of this section;
 - b. try to prevent anything happening that may cause a claim;
 - c. take reasonable steps to keep any amount **DAS** has to pay as low as possible;
 - d. send everything **DAS** asks for, in writing;
 - e. give **DAS** full details in writing of any claim as soon as possible and give **DAS** any information **DAS** needs.
2. Responsibilities of **DAS**
 - a. **DAS** can take over and conduct, in the name of an **insured person**, any claim or legal proceedings at any time before an **appointed lawyer** is appointed. **DAS** can negotiate any claim on behalf of an **insured person**.
 - b. The **insured person** is free to choose an **appointed lawyer** (by sending **DAS** a suitably qualified person's name and address) if:
 - i. **DAS** agrees to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the **insured person** in those proceedings; or
 - ii. there is a conflict of interest.
 - c. In all circumstances except those in 2.b. above, **DAS** is free to choose an **appointed lawyer**.
 - d. An **appointed lawyer** will be appointed by **DAS** and represent an **insured person** according to the **DAS** standard terms of appointment. The **appointed lawyer** must co-operate fully with **DAS** at all times.
 - e. **DAS** will have direct contact with the **appointed lawyer**.
 - f. An **insured person** must co-operate fully with **DAS** and with the **appointed lawyer** and must keep **DAS** up-to-date with the progress of the claim.
 - g. An **insured person** must give the **appointed lawyer** any instructions that **DAS** asks for.
3. Settlement of a claim
 - a. An **insured person** must tell **DAS** if anyone offers to settle a claim.
 - b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **legal costs**.
 - c. An **insured person** must not negotiate or agree to settle a claim without the approval of **DAS**.
 - d. **DAS** may decide to pay an **insured person** the amount of **damages** he or she is claiming instead of starting or continuing legal proceedings.

4. Costs and expenses

- a. If **DAS** asks, an **insured person** must tell the **appointed lawyer** to have **legal costs** taxed, assessed or audited.
- b. An **insured person** must take every step to recover **legal costs** that **DAS** has to pay and must pay **DAS** any **legal costs** that are recovered.

5. Representative

If an **appointed lawyer** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses an **appointed lawyer** without good reason, the cover **DAS** provides will end at once, unless **DAS** agrees to appoint another **appointed lawyer**.

6. Withdrawal or settlement of a claim

If an **insured person** stops a claim without **DAS's** agreement, or does not give suitable instructions to an **appointed lawyer**, the cover **DAS** provides will end at once.

7. Disagreements

If there is a disagreement about the way **DAS** handles a claim that is not resolved through **DAS** internal complaints handling procedure the **insured person** can contact the Financial Ombudsman Service for help.

8. Vehicle hire costs

The following conditions apply to any claim for **vehicle hire costs**.

- a. An **insured person** must agree to **DAS** trying to recover any **vehicle hire costs** in his or her name and any costs recovered must be paid to **DAS**.
- b. **DAS** will choose the **vehicle** hire company and the type of **vehicle** to be hired.
- c. **DAS** will decide how long a **vehicle** can be hired for.
- d. An **insured person** must meet the age and licensing rules of the **vehicle** hire company **DAS** chooses and must follow any conditions of hire.

9. Other insurance

DAS will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.

10. English law

This section will be governed by English Law.

PART VII – GENERAL CONDITIONS

We will not be liable to pay any claim under this insurance unless **you** and any insured person comply with all the requirements in the following conditions.

1. **Your** duties after an **occurrence**

In the event of an **occurrence** which is likely to give rise to a claim under this policy, or if **you** or any other insured person under this policy is sued in connection with an **occurrence** which may be covered under this policy, **you** or an insured person (where applicable) must:

- a. give prompt notice to **us** or **your** intermediary as soon as reasonably possible of any incident that may result in any kind of claim under this policy. Failure to do so may affect **our** acceptance of a claim under the policy if the claim is made so long after the event that **we** are unable to investigate the claim fully or may result in **your** not receiving the full amount claimed if the amount claimed is increased as a result of the delay, .
- b. notify the local police if loss or damage is caused by theft or attempted theft, road traffic accident involving any personal injury or when damage occurs but names and addresses were not exchanged with the other driver and any other owner of property damaged, malicious persons or vandals, and keep a note of any reference number given to **you**;
- c. protect the **vehicle** from further damage. If repairs to the **vehicle** are required, **you** must:
 - i. make reasonable and necessary repairs to protect the **vehicle**; and
 - ii. keep an accurate record of all repair expenses;
- d. provide **us** with bills, receipts and related documents;
- e. as often as **we** reasonably require:
 - i. make available to **us** the damaged **vehicle** for inspection;
 - ii. provide **us** with records and documents **we** request; and
 - iii. submit to separate examination under oath;
- f. provide **us** with the names and addresses of any known persons injured and any available witnesses;
- g. provide **us** with any legal documents and other documents which will help **us** defend any **insured person**; and
- h. assist and co-operate with **us** in the conduct of the defence by helping **us**:
 - i. to make a settlement;
 - ii. to enforce any right of contribution or indemnity against any person or organisation who may be liable to an **insured person**;
 - iii. to attend hearings and trials; and
 - iv. to secure and give evidence and obtain the attendance of witnesses.

2. Driver responsibilities

Everyone who is covered by this policy must follow the policy terms and conditions. All drivers and riders must hold a valid driving licence for any **vehicle** being driven or ridden and must follow the conditions of that licence and not partake in criminal or illegal acts or drive while **intoxicated**.

3. Losses not covered by this policy

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

4. Recovery from third parties

If **you** have the right to recover from a third party all or part of any payment made under this policy, those rights are transferred to **us**. **You** or a **named driver** must not do anything after the loss to impair such rights of recovery. At **our** request and cost, **you** or a **named driver** will bring an action or transfer those rights to **us** and help **us** enforce them.

5. Rights of third parties

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

6. Changes in circumstances

If **we** are advised by **you** of any change in circumstance which will affect this insurance, **we** reserve the right to amend any of the terms or conditions of this insurance.

You must advise **us** or **your** intermediary immediately should **you** require cover for a newly acquired **vehicle**. **You** must also advise **us** or **your** intermediary of the deletion of any **vehicle**. If **you** are notifying **us** direct please do so at the address shown on the last page of this policy.

No change or modification to the cover provided by this policy shall be effective except when made by **us** in writing.

7. Concealment or fraud

Your ability to make a claim may be prejudiced if, whether before or after a loss, **you** or a **named driver** has:

- a. intentionally concealed or misrepresented any material fact or circumstance;
 - b. engaged in fraudulent conduct; or
 - c. made false statements;
- relating to this insurance.

8. Assignment

No one covered under this policy may assign or turn over any right or interest in regard to the policy without **our** written consent.

9. Conformity to statutes

Any provision of this policy which is in conflict with local law shall be taken to be amended to conform to the law.

10. Liberalisation

If **we** broaden the cover provided by this policy without an additional premium charge, the changes will automatically apply to **your** policy.

11. Law

This contract will be governed by English Law, and **you** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales, unless **you** reside in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction.

12. Bankruptcy or death

Your bankruptcy or insolvency shall not relieve **us** of any of **our** obligations. Further, if **you** die during the **policy period** this policy, unless cancelled by **your** legal representative, will cover **your** legal representative for the remainder of the **policy period**.

13. Other insurance

If a loss covered by this policy is also covered by other insurance, **we** shall not be liable to pay or contribute more than **our** rateable proportion of the loss.

14. Renewal

Please note that **your** policy will be automatically renewed at the end of the **policy period** unless **we** hear otherwise. Please be aware that **we** can only guarantee automatic renewal if **you** have made **us** aware of any changes to, or any new material fact, which may affect **our** acceptance of **your** policy.

If **you** usually pay **your** premium to **your** broker, please continue to do so, or if **you** currently pay **your** premium by monthly direct debit, **we** will automatically amend **your** monthly payments to reflect the new renewal premium.

If **we** elect not to renew this policy, **we** will notify **your** broker not less than 10 days before the end of the **policy period** as stated in the schedule.

Regardless, this policy will terminate at the end of the **policy period** stated in the schedule if **you** have failed to discharge when due any of **your** obligations in connection with the payment of premium for the renewal of this policy, or if **you** have notified **us** or **our** agent that **you** do not wish this policy to be renewed. Proof of mailing of notice mentioned above shall be sufficient proof of notice.

15. Currency

Please note that any limit or sum of money referred to in this **policy** wording shall be converted to the currency used in the schedule at the Chartis Insurance corporate exchange rate applicable at the date of the claim / incident. Details of the applicable exchange rate are available upon request.

16. Appraisals of loss

If **you** and **we** fail to agree on the amount of loss, either party may make a written demand that each selects an independent appraiser. In this event, the parties must notify each other of their selection within 20 days. The independent appraisers will select a third appraiser within 15 days. If a third appraiser is not agreed upon within that time, either party may request selection of the third appraiser by the Association of British Insurers or Financial Services Authority. The independent appraisers will then appraise the loss and submit any differences to the third appraiser. A decision in writing agreed to by the two appraisers or one appraiser and the third appraiser will be binding. Each independent appraiser will be paid by the party selecting him. The expenses of the third appraiser shall be shared equally between **you** and **us**.

17. **Your** cancellation

When **we** receive **your** certificate of motor insurance or a declaration verifying **you** have lost the certificate of insurance **you** may cancel this policy or any part of it at any time by notifying **us** in writing of the future date that the cancellation is to take effect. If **you** have not made a claim during the **policy period**, **we** will refund a proportion of any premium **you** have paid for the remaining **policy period**.

18. **Our** cancellation

We may cancel this policy or any part of it at any time by giving **you** 10 days notice in writing. This notice will be posted to **you** at the last mailing address shown on the policy schedule by Special Delivery. **You** must then return **your** certificate of motor insurance to **us** or notify **us** that **you** have lost it. If **you** have not made a claim during the **policy period**, **we** will refund the proportion of any premium **you** have paid for the period of insurance left when **we** receive **your** certificate of motor insurance or a declaration verifying **you** have lost the certificate of motor insurance.

We may cancel **your** policy if **you** pay **your** premium by Direct Debit instalment and any instalment remains unpaid. The cancellation will take effect 10 days after the unpaid instalment was due. **We** will notify **you** in writing. This notice will be posted to **you** at the last mailing address shown on the schedule by Special Delivery

19. Payment of premium

You must pay the premium shown in the schedule. No claims will be met if the premium is not paid.

20. Cooling-off period

If this cover does not meet **your** requirements, **you** may return this **policy** and **schedule** to **us** together with **your** certificate of motor insurance at

Private Client Group
Chartis Europe Limited
The Chartis Building
58 Fenchurch Street
London EC3M 4AB
United Kingdom

within 15 days of the cover starting or the day on which **you** receive the **policy** and **schedule**, whichever is later, notifying **us** of **your** intention to cancel.

We will refund all premiums paid, via **your** issuing broker/agent, within 30 days from the date **we** received the notice of cancellation from **you**, except where a claim has been made by **you** within the 15 days. Please contact **your** issuing broker/agent where a refund is due.

If the premium is paid by direct debit, in the event of cancellation, **you** must ensure the relevant bank or building society is instructed to stop making payments.

PART VIII – COMPLAINTS AND COMPENSATION

1. Complaints

We believe **you** deserve courteous, fair and prompt service. If there is any occasion when **our** service does not meet **your** expectations please contact **us** using the appropriate contact details below and provide the policy/claim number and the name of the policyholder/insured person to help **us** deal with **your** comments quicker.

Claims related complaints

Claims Manager
Private Client Group
Chartis Europe Limited
The Chartis Building
58 Fenchurch Street
London EC3M 4AB
United Kingdom

Telephone: +44 (0)870 850 0178
Facsimile: +44 (0)207 954 4929
Email: pcgclaims@chartisinsurance.com

Online: www.chartisinsurance.com/uk (please select 'contact' followed by 'your feedback')

All other complaints

Client Service Manager
Private Client Group
Chartis Europe Limited
The Chartis Building
58 Fenchurch Street
London EC3M 4AB
United Kingdom

Telephone: +44 (0)207 954 8419
Facsimile: +44 (0)207 954 4929
Email: pcgadmin@chartisinsurance.com

Online: www.chartisinsurance.com/uk (please select 'contact' followed by 'your feedback')

If **you** wish to make a complaint in relation to the European Motor Breakdown or the Legal Expenses sections, **you** should contact:

The Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol BS1 6NH
United Kingdom

Telephone: +44 (0)117 934 0066
Email: customerrelations@das.co.uk

Further details of **DAS** internal complaint handling procedures are available on request.

We will acknowledge the complaint within 5 business days of receiving it, keep **you** informed of progress and do **our** best to resolve matters to **your** satisfaction within 8 weeks. If **we** are unable to do this **you** may be entitled to refer the complaint to the Financial Ombudsman Service (FOS) who will review **your** case. **We** will provide full details of how to do this when **we** provide **our** final response letter addressing the issues raised.

Please note: The FOS will not consider a complaint if **you** have not provided **us** with the opportunity to resolve it previously.

The FOS address is:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
United Kingdom

Telephone: 08000 234 567 (free for people phoning from a 'fixed line', i.e. a landline at home)

Telephone: 0300 123 9 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

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

Following this complaint procedure does not affect **your** right to take legal action.

2. Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. If **we** are unable to meet **our** financial obligations **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

For insurance required by law, 100% of **your** claim is covered, without any upper limit. For all other types of insurance, 90% of **your** claim is covered, without any upper limit. Further information about compensation scheme arrangements is available at www.fscs.org.uk and on 0207 892 7300, or 0800 678 1100.

Private Client Group

Chartis Europe Limited
The Chartis Building
58 Fenchurch Street
London EC3M 4AB
United Kingdom

www.chartisinsurance.com/uk/pcg

Chartis Europe Limited is authorised and regulated by the Financial Services Authority (FSA number 202628). This information can be checked by visiting the FSA website (www.fsa.gov.uk/register).

Chartis Europe Limited is a member of the Association of British Insurers.
Registered in England: company number 1486260. Registered address: The Chartis Building,
58 Fenchurch Street, London EC3M 4AB, United Kingdom.