



Claims Team Contact

Tel (from within UK): 0333 043 1309

Tel (from outside UK): +44 1925 428 309

Markham Private Clients General Enquiries

Tel: 01223 200 678

Email: info@markhambrokers.co.uk

KeyFacts

A Keyfacts policy summary, highlighting the policy's significant features and main exclusions, commences on page 31 of this document.

Welcome to Motor Insurance by Markham Private Clients

Thank you for choosing to insure your motor vehicles through Markham Private Clients. We are distributing this policy on behalf of Dual Corporate Risks to provide comprehensive cover for you and your family whilst on the road.

We wish you a safe and incident-free year of driving but in the unfortunate event of an accident, please contact the Claims team right away who will work quickly to resolve your situation.

Markham Private Clients Limited

Merlin Place
Milton Road
Cambridge CB4 0DP

Markham Private Clients Limited distributes this policy on behalf of DUAL Corporate Risks Limited which is authorised and regulated by the Financial Conduct Authority No. 312593. Registered in England and Wales No. 4160680, registered office: Bankside House, 107 Leadenhall Street, London, EC3A 4AF.

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01 Complaints Procedure

We are proud of the service that **we** provide and of **our** careful selection of intermediaries that **we** entrust to service this **policy**. Occasionally, things may go wrong and if this happens **we** have a procedure in place to fully investigate **your** complaint and, where appropriate, to make changes to prevent a recurrence.

If **you** are unhappy with any element of the cover **we** provide or any aspect of **our** service or have cause for complaint, please, in the first instance, contact the insurance intermediary that arranged the **policy** for **you**.

If **you** still have cause for complaint please contact:

DUAL Head of Compliance
Dual Corporate Risks
Bankside House
107 Leadenhall Street
London EC3A 4AF

By email: complaints@dualgroup.com

By phone: 020 7337 9888

If **your** complaint is about Section 9, Motor Legal Expenses Cover then **you** may refer **your** complaint to:

The Managing Director,
LawShield UK Ltd,
850 Ibis Court,
Lakeside Drive,
Centre Park,
Warrington WA1 1RL

By phone: 0800 731 3942

By fax: 0333 043 3798

By email: customerrelations@lawshield-uk.com

If **your** complaint is about Section 10, European Motor Breakdown Assistance then **you** may refer **your** complaint to:

Customer Relations
c/o Call Assist Limited
Axis Court
North Station Road
Colchester
Essex CO1 1UX

By email: customerrelation@call-assist.co.uk

By phone: 01206 771 788

In the first instance, DUAL will review **your** complaint and hope to resolve the matter. DUAL will investigate the circumstances regarding **your** complaint and write to **you** within two weeks with **our** response. This does not apply to Sections 9 and 10.

If **you** remain unhappy with the way DUAL have handled **your** complaint (other than for a complaint under Section 9, Motor Legal Expenses Cover or under Section 10, European Motor Breakdown Assistance), **you** may have the right to refer **your** case to Lloyd's.

If **you** wish to ask Lloyd's to investigate **your** complaint **you** may do so by contacting:

In writing:
Complaints
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent ME4 4RN

By email: complaints@lloyds.com

By phone: 020 7327 5693

By fax: 020 7327 5225

Website: www.Lloyds.com/complaints

Details of the Lloyd's complaints procedures are set out in a leaflet 'Your Complaint – How We Can Help', available at www.Lloyds.com/complaints and from the above address.

If **you** remain dissatisfied after Lloyd's, DUAL, Call Assist Limited or **LawShield** has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Services.

The Financial Ombudsman Service can be contacted at:
The Financial Ombudsman Service Exchange Tower
Exchange Tower
London E14 9SR

By email: complaint.info@financial-ombudsman.org.uk

By phone: 0800 023 4567 / 0300 123 9123 (Chargeable)

You can find information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

Please remember that **you** may have to refer **your** complaint to the Financial Ombudsman Service within specific timelines and **we** will communicate the applicable timeline in **our** response to **your** complaint. Making a complaint will not affect **your** legal rights.

02 The Meaning of Words in this Policy

Words with special meanings are defined here or in the part of the **policy** where they are used. Defined terms will be black and bold when used. Words using the singular should, where the circumstances require, be read in the plural.

In this **policy**, the words '**you**' and '**your**' refer to the person named on the **schedule** as the policyholder and a spouse or partner that permanently resides with them. The words '**we**', '**us**', '**our**' and '**ours**' mean the insurers named on the **schedule**.

The words below will have the following meanings where shown in black and bold throughout the **policy** unless a more specific special definition applies under a specific section:

Act of terrorism means an act, including using or threatening to use force or violence, which is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

Amendment to cover notice means any notification of cover change issued to **you**.

Agreed value means the amount **your vehicle** is insured for and the amount **we** will pay if **your vehicle** is stolen and not recovered or totally destroyed. The **agreed value** is agreed by **you** and **us** as shown in the **schedule**. The amount should include the value at the inception date of the **policy**, all manufacturer fitted extras and modifications and any non-manufacturer extras or modifications approved by **us**.

Call Assist means **Call Assist** Limited, Axis Court, North Station Road, Colchester, Essex, CO1 1UX. Registered in England and Wales, number 3668383.

Certificate means the document issued for each **vehicle you** insure with **us**. This is **your** evidence of motor insurance. **Your certificate** should be read together with the **policy**.

DAS means **DAS** Legal Expenses Insurance Company Limited of DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales, number 103274.

Endorsement means any change to the terms of the **policy** agreed in writing.

European Union means Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, **United Kingdom**.

Excess means the amount for which **you** are responsible as the first part of each agreed claim as shown in the **schedule**. If an **insured vehicle** is not listed in the **schedule** a £1,000 **excess** applies.

Household member means any member of **your** household who permanently resides with **you** including **your** domestic employees, children studying away from home and any person living in the grounds of **your** residence.

Identity fraud means someone, or a group of people, knowingly using a means of identification belonging to **you** or a **named insured person** without **your** or a **named insured person's** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act, whether resulting from a theft from an **insured vehicle** or another covered loss under the **policy** during the **period of insurance**.

An act, or a series of acts, against one of **you** by one person or group of people is considered to be one **identity fraud**.

Insured person means any person permitted by **you** to drive, is legally entitled to drive and is entitled to drive in accordance with **your policy**.

Insured vehicle means any **vehicle**, or any private vehicle, including a courtesy vehicle, when used by **you** or a **named insured person** with the owner's permission. This does not include other vehicles owned by **you** or a **named insured person**, vehicles available for the regular use of **you** or a **named insured person**, or vehicles hired by any person other than **you** or a **named insured person**.

LawShield means **LawShield** UK Ltd, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL.

Loss of Limb means:

- a. in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; and
- b. in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire hand or arm.

Loss of sight means total and irrevocable **loss of sight** in one or both eyes.

Market value means the cost to replace an **insured vehicle** with one of similar make, model and condition. **We** decide this amount.

Named insured person means any **insured person** whose name is stated on the **certificate**.

New vehicle replacement means the replacement of **your vehicle** with a new one of the same specification. This cover may apply, if **you** prefer, if the **vehicle** is deemed a **total loss** by **us** following a covered loss within 24 months from the date of first registration. The cost of the replacement **vehicle** must not exceed the **agreed value** during the first **policy period**. Past the first renewal date of **your policy** the cost of the replacement **vehicle** may exceed the **agreed value** if **we** deem it necessary to meet **our** obligation to **you**. **You** must be the first registered owner of the **vehicle** (other than a dealership) for this cover to apply. If **you** are not the first registered owner of the **vehicle** (other than a dealership) then **new vehicle replacement** only applies if the **vehicle** is less than 12 months old.

No claims discount means the document provided by **your** previous insurer confirming the number of years **you** or a **named insured person** has been driving each of **your vehicles** without making a claim. **We** will price **your** insurance based on **your** driving record and will not always ask for sight of this document. Should **your policy** be cancelled or lapsed, **we** will confirm the number of years **you** have been incident free whilst insured with **us**. **We** will only add these years to **your** previous **no claims discount** document if **we** have sight of the document from **your** last insurer.

Non Household Member means any person that does not permanently reside with **you** over the age of 30.

Occurrence means any one covered loss or accident which first occurs within the **policy period** and this **policy** applies.

Period of insurance means the **period of insurance** shown in **your** most recent **schedule**.

Personal Effects means personal property owned by **you** or a **household member**.

Policy means this **policy** wording including the **schedule**, any **endorsements**, any **amendment to cover notice** and the **certificate**.

Rental Vehicle means a vehicle that can be hired for a short period of time.

Schedule means the most recent document **we** sent to **you** showing **your** name, **your** address and **your** insurance details.

Territorial Limits means the **European Union**, as well as the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus) or in transit by rail, sea, land (not under the **vehicle's** own power) or air between any countries listed in this definition.

Total Loss means that following a covered loss, an **insured vehicle** is deemed unrecoverable following a theft or is totally destroyed and beyond economical repair. An **insured vehicle** is considered a **total loss** when the salvage value plus the repair cost is equal to or greater than the amount of cover of the **insured vehicle**. The value of any salvage will be determined by **us** and any salvage will be disposed of in accordance with the ABI Code of Practice for the Disposal of Motor Vehicle Salvage. This decision will be made by **us**.

Under the influence means:

- a. having a blood alcohol level exceeding the prescribed limit as decreed by the **United Kingdom** Road Traffic Act (or similar legislation of any other applicable country within the **territorial limits**) and/or;
- b. being **under the influence** of any illegal substance.

Vehicle means a **vehicle** listed in the **schedule** for which a **certificate** has been issued bearing the registration number or chassis number of that **vehicle**. The **vehicle** must be under a hire purchase agreement, be leased to or belong to **you**, a **household member** or a direct family relation. A **rental vehicle** will not be covered.

United Kingdom means England, Wales, Scotland and Northern Ireland.

03 General Terms and Conditions that Apply to this Policy

As a distributor of Dual Corporate Risks, Markham Private Clients Limited distributes this policy, which is provided by certain insurers at Lloyd's of London except for Section 9, Legal Expenses Insurance where cover is arranged by **LawShield** and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE and Section 10, European Motor Breakdown Assistance, where cover is underwritten by **DAS** and the service provided by **Call Assist**.

The insurers are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

This **policy**, **your schedule** and **your certificate** sets 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 is only operative where indicated on **your policy schedule**.

We have relied on the information that **you** have provided to **us** via **your** insurance intermediary. **We** will tell **you** if any such information affects **your** insurance or results in an additional premium. If **you** do not tell **us**, it may affect any claim **you** make or it could invalidate this insurance.

You must take care to ensure that all of the information provided is accurate and complete otherwise it may affect any claim **you** make or may result in **your** insurance being invalid.

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.

Changes that You Must Tell Us About

If there is any change in **your** circumstances or if 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** as soon as is reasonably possible as this may affect **your policy** and **your** ability to claim under it. **You** must tell **us** immediately and confirm:

- if **you** sell a **vehicle**;
- if **you** purchase a new vehicle that **you** want to insure with **us**;
- if **you** want to add a new **household member** or **insured person** to the **policy**;
- of all accidents, claims or losses including fire, theft, vandalism and malicious damage in the last 3 years, involving **you** or an **insured person**, to any vehicle whether insured by **us** or not;
- of all motoring convictions in the last 5 years (or 3 years for fixed penalty offences). If a motoring offence resulted in a custodial sentence, then **you** must tell **us** about all unspent convictions under the Rehabilitation of Offenders Act 1974;
- if **you** or an **insured person** have been convicted of, or received a police caution for, or charged with but not yet tried for, any non-motoring related offence other than those spent under the Rehabilitation of Offenders Act 1974;
- if **you** have had an insurer invoke cancellation, refuse to renew or agree to accept cover but only with special terms;
- if **you** have been declared bankrupt, had bankruptcy procedures taken against **you**, received a County Court judgment or entered into an arrangement with creditors;
- if **you** have not given **us** a true representation of **your** driving experience;
- if there is any modification to **your vehicle** from the manufacturer's standard specification (manufacturer options are classed as standard specification);
- if **you** have not provided **us** with true and accurate information for all persons who are named on the **policy**. This includes: dates of birth, type of licence, period licence held, period of residency in the **United Kingdom**;
- if the windscreen to any **vehicle** shows any sign of damage before the **policy** inception, or before the **vehicle** was added to the **policy** mid-term;
- if any **vehicle** is used for hire & reward;
- if any **vehicle** is not used for the use as defined on the **certificate**;
- if **you** are buying and selling cars for profit or trade;
- of all types of employment that **you** receive income from or are named as a Director.

If **you** are in any doubt please contact **your** intermediary without delay.

Upon receipt of **your** notification of any change in circumstance, **we** may amend the terms of this **policy** and or charge an additional premium.

No change or modification of this **policy** shall be effective except when made by written **endorsement** signed by **us**.

Concealment or Fraud

The entire **policy** may be void if, whether before or after a loss, **you** or an **insured person** or someone acting on **your** or an **insured person's** behalf has:

- a. intentionally concealed information or misrepresented any information that **we** have asked of **you**;
- b. engaged in fraudulent conduct; or
- c. made false statements relating to this insurance.

Claims Database

Under the conditions of **your policy you** must tell **us** about any insurance related incidents whether or not they give rise to a claim. When **you** tell **us** about an incident **we** may pass information relating to it to a database. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at renewal to validate **your** claims history or that of any other **named insured person**.

You are entitled to receive a copy of the information **we** hold about **you**. No fee will apply in line with GDPR. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to:

The Data Protection Officer

Dual Corporate Risks
Bankside House
107 Leadenhall Street
London EC3A 4AF

Maintenance

You must ensure an **insured vehicle** is kept in a road worthy condition and take reasonable steps to protect any **insured vehicle** from loss or damage. If the condition of the **insured vehicle** caused or contributed to the loss or damage, no cover

under the **policy** will be provided. If the **insured vehicle** requires an M.O.T and is the subject of a **total loss** claim, **we** will settle the claim based on the **market value** in the absence of such a document.

Law

Unless some other law is agreed in writing between **you** and **us**, this **policy** will be governed by English law and practice and to the exclusive jurisdiction of the courts of England and Wales.

Construction, Severability and Conformance to Statute

- a. If any provision contained in this **policy** is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this **policy**.
- b. If any provision contained in this **policy** is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
- c. Any provisions of this **policy** which are in conflict with the statutes or regulations of the state or country wherein this **policy** is issued are hereby amended to conform to such statutes or regulations.
- d. In this **policy**, any reference to an Act or Order is, unless the contrary intention applies, a reference to that enactment as amended, extended or applied to any other enactment.

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.

Several Liability Notice

The liability of an insurer under this **policy** is several and not joint with other insurers party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this **policy**.

The proportion of liability under this **policy** underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this **policy**.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this **policy**. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this **policy**" in the singular, where the circumstances so require this should be read as a reference to **policies** in the plural.

Cooling off period

If this cover does not meet **your** requirements, **you** may return this **policy** to **your** insurance intermediary within 14 days of the cover starting or the day on which **you** receive the **policy**, whichever is the later.

We will refund all premiums paid within 30 days from the date **we** received the notice of cancellation from **you**, except where a claim has been made by **you**. Please contact **your** intermediary to obtain this refund.

Your Cancellation

You may cancel this **policy** at any time by notifying **us** or **your** intermediary in writing.

Cancellation cannot be backdated and will take effect from the date **we** receive notification from **you** or **your** intermediary. The portion of **your** premium assigned to the European Motor Breakdown Assistance and the Motor Legal Expenses Cover will not be refunded. If **you** have not made a claim during the **policy period**, **we** will refund the proportion of any remaining premium **you** have paid calculated on a pro-rata basis for the outstanding **period of insurance**.

Our Cancellation

We, or the insurance intermediary that arranged **your** insurance may cancel this **policy** or any part of it at any time by giving **you** fourteen days notice in writing. This notice will be sent to **you** by recorded delivery to the last mailing address shown on the **schedule**. If **you** have not made a claim during the **policy period**, **we** will refund the proportion of any premium calculated on a pro rata basis for the **period of insurance** left.

Payment of premium

Your premium must have been paid for in full before **we** make any payment under this **policy**. Following a **total loss** **we** will deduct any outstanding premium for the **period of insurance** from any payment payable to **you**.

Auto-renewal

Your policy will be automatically renewed at the end of the **policy period** unless **you** inform **us** or **we** inform **you** to the contrary.

If **your** intention is not to renew **your policy** **you** must advise **your** intermediary of **your** intention before the expiry of the **policy period** to avoid any premium becoming due to **us**.

Other Insurance

If a loss covered by this **policy** is also covered by other insurance, **our** cover will be secondary to any other insurance in force.

If **you** are a named driver on a **policy** that is insuring a vehicle **you** have borrowed, **our** cover will not apply.

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**.

Transfer of rights

If **we** make a payment under this **policy**, **we** will assume any recovery rights **you**, or any **insured person** has in connection with the loss, to the extent of any payment **we** have made under this insurance **policy**. **You** or an **insured person** must provide **us** with all the information and assistance possible for **us** to achieve a settlement and must do nothing after a loss to prejudice such rights.

Return Premiums & Additional Premiums

If **you** make any amendments to **your policy** and the resulting pro-rata additional or return premium is less than £50 **we** will not apply this amount and the return or additional premium due shall be nil.

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:
 1. help make decisions about the provision and administration of insurance, credit and related services for **you** and **insured persons**.
 2. trace debtors or beneficiaries, recover debt, prevent fraud.
 3. 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.

Motor Insurance Database

Your insurance cover details will be added to the Motor Insurance Database, run by the Motor Insurers' Information Centre (MIIC). This has been set up to help identify uninsured drivers, and may be searched by the police to help confirm who is insured to drive. If there is an accident, the Database may be used by insurers, MIIC and the Motor Insurers' Bureau to identify relevant **policy** information. **You** can ask **us** for more information about this, or at www.miiic.org.uk. **You** should show this notice to anyone insured to drive a **vehicle** covered under this **policy**.

Sanctions

We will not be liable to make any payment or provide any benefit under this **policy** to the extent that the payment of such claim or benefit, would expose **us** or DUAL to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the **European Union, United Kingdom** or United States of America.

04 How to make a Claim

We want **your** claim to be settled swiftly and in full so that **you** may put the event leading to a claim behind **you** as soon as possible.

To make a claim for glass, European Motor Breakdown Assistance, Legal Expenses, Liability or Physical Damage, call **our** 24 hour, 7 days a week helpline:

Tel (from within UK): 0333 043 1309

Tel (from outside UK): +44 1925 428 309

Your policy details the terms, conditions and level of cover that applies. In the event of an incident that may give rise to a claim **you** must:

1. not admit liability;
2. report the incident to the police if **you** suspect that a crime has been committed and obtain a crime reference number;
3. take all reasonable measures to prevent or reduce the likelihood of further loss or damage;
4. provide **us**, via **your** insurance intermediary, with the information that **we** or they require.

If **you** are being held responsible for injury or damage **you** must send to **us** or **your** insurance intermediary all correspondence **you** receive immediately. **You** or an **insured named person** must not admit liability or make any promise of payment without **our** consent, otherwise **we** may not have to pay the claim.

If **your** claim is valid **we** will:

- arrange for the repatriation of **you** or the **insured person** and **your** or the **insured person's** passengers;
- where necessary recover the **insured vehicle** to a repairer of **your** choice or if **you** prefer to a repairer approved by **us**;
- where necessary arrange for a courtesy car following a covered loss;
- inspect, approve and authorise any repairs to the **insured vehicle**;
- clean the **insured vehicle** on completion of any repairs;
- where appropriate return the **insured vehicle** to **you**;
- collect any courtesy car from **you**;
- guarantee the repairs to the **insured vehicle** if carried out by an approved repairer for a period of 3 years.

Calls may be monitored or recorded.

Motor Legal Expenses

Legal Expenses Services are provided by **LawShield**.

LawShield will aim to recover **your** uninsured losses, which may include the cost of repairing or replacing **your vehicle**, **your excess**, injury compensation and other out-of-pocket expenses.

European Motor Breakdown Assistance

European Motor Breakdown Assistance is underwritten by **DAS** with services provided by **Call Assist**.

When reporting a claim **you** will be required to provide the following information:

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

05 General Exclusions

The following exclusions apply to the whole of the **policy**. Any additional exclusions are shown in the Sections to which they apply and/or on **your schedule**.

This insurance does not cover the following:

1. Any loss, damage or liability arising out of a deliberate act by **you** or an **insured person** or by anyone acting on **your** behalf.
2. Any loss, damage or liability arising directly or indirectly from biological or chemical contamination.
3. Any loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
4. Any loss, damage or liability caused directly or indirectly by war, acts of foreign enemies, hostilities (whether war is declared or not), invasion, civil war, rebellion, revolution, insurrection or military or usurped power or the destruction or seizure of any **insured vehicle** for a military purpose.
5. Any loss, damage or liability caused by the confiscation, destruction or seizure of property by any military, government or public authority.
6. Any loss, damage or liability arising from:
 - a. airport service vehicles;
 - b. vehicles being used on those parts of airport premises to which the public do not have free vehicular access.
7. Any diminution in value of any **insured vehicle** following a loss.
8. Any loss, damage or liability arising from participation in or instruction or preparation for any racing, rallies, trials, pace-making or speed testing in any prearranged or organised event (including but not by way of limitation the Gumball Rally or Cannonball Run) or any on track use (including but not by way of limitation, the Nürburgring)
9. Any person who uses an **insured vehicle** without the owner's permission.
10. Any loss, damage or liability arising from the use of any **insured vehicle** to carry property or people for a fee.
11. Any loss, damage or liability arising from the operation of any **insured vehicle** that has been hired, leased or loaned by **you** or any **insured person** for a fee to any other person.
12. Any death or injury of any employee arising out of his or her employment by **you** or an **insured person** if cover for such person is provided under an employer's liability insurance **policy** that complies with current **United Kingdom** compulsory employer's liability legislation, or any similar legislation of any other applicable country within the **territorial limits**.
13. Any vehicle with less than four wheels unless agreed with **us** and noted in the **schedule**.
14. Any loss or damage caused to an **insured vehicle** by wear and tear, mechanical or electrical breakdown or any damage caused by a computer error or malfunction or an error in computer programming.
15. In respect to Third Party Liability Cover, any loss, damage or liability resulting from or in connection with any **act of terrorism** except in so far as necessary to comply with the **United Kingdom** Road Traffic Act.
16. Any claim where **you** or an **insured person** would be entitled to be paid under any other insurance if this **policy** did not exist, except for any amount in excess of the amount that would be covered under the other insurance.
17. Any bus, coach or vehicle with 10 or more seats including that of the driver.
18. Any waterborne vessel, aircraft, hovercraft or other vehicle not designed to run on land unless amphibious which is licenced to go on highways (but not including any waterborne exposure).
19. Any loss involving the ownership, operation, maintenance or use of any vehicle the principal use of which is:
 - a. the transportation of high explosives such as nitroglycerine, dynamite or any other similar explosive;
 - b. the bulk transportation of liquid petroleum or gasoline;
 - c. the transportation of gasses in liquid, compressed or gaseous forms.

06 Physical Damage Cover

Physical Damage cover only applies to **your policy** if shown in **your schedule**. Please check to ensure this cover has not been deleted by an **amendment of cover notice** or an **endorsement** detailed on **your schedule**.

What is covered

Under this section, **we** will cover loss or physical damage to an **insured vehicle** occurring during the **period of insurance** anywhere within the **territorial limits**.

What is not covered

- The **excess** applied to the **insured vehicle** which is the subject of the loss, unless the **insured vehicle** is a **total loss**. Please check for any specific driver **excess** amounts detailed on **your schedule**.
- Loss of use of the **insured vehicle**.

How we will pay your claim

Amount of cover

Your vehicle(s) are insured for the amount shown in **your schedule** however, **you** agree that **we** may change this amount when the **policy** is renewed to reflect current costs and values.

Each **vehicle** listed in **your schedule** is insured for an **agreed value**, unless stated otherwise on **your schedule**. An **insured vehicle** not listed in **your schedule** is insured for its **market value**.

Payment basis

Total loss

If an **insured vehicle** is declared a **total loss** **we** will pay **you** the **agreed value** unless **you** choose **new car replacement** or **market value** applies. If there is already damage to the **insured vehicle** from a previous incident, **you** agree **we** may reduce **our** payment by the amount it would cost to repair the previous damage.

An **insured vehicle** is considered stolen when it is stolen and not recovered within 30 days of its theft.

When **we** pay for a **total loss**, the salvage becomes **our** property.

If a stolen **insured vehicle** is recovered **we** will pay for any covered damage following the theft.

When **we** pay for a **total loss** **we** will deduct from the amount of cover any amount required to be paid to discharge any outstanding finance agreement associated with the **insured vehicle**.

Partial loss

If an **insured vehicle** is partially damaged, **we** will pay the amount required to repair or replace, whichever is the least, the damaged part without deduction for depreciation, up to the amount of cover for each **occurrence**. Subject to availability **we** will replace the damaged part with the original manufacturers part.

We use a panel of expert repairers however, **you** may wish to use **your** own repairer of choice.

We must approve and authorise all repairs before any work commences otherwise **we** may not pay **your** entire claim.

07 Additional Covers

These covers are provided if Section 6, Physical Damage Cover applies to **your policy** and are in addition to the limits shown on **your schedule** unless stated otherwise. The **excess** applicable to the **insured vehicle** applies to these covers unless stated otherwise. Exclusions are described in Section 5.

Audio and Electrical Equipment

In the event of a covered loss **we** will also cover the following for loss or damage if the cost of replacement is included in the **agreed value**. If it is not included in the **agreed value** there will be no cover for such equipment.

a. The following equipment if permanently installed in or removable from a housing unit within the **vehicle** and designed to be operated only by the power of the **vehicle**:

- radios, tape players, CD players & DVD players;
- televisions;
- global positioning systems or similar equipment including their accessories and antennas.

b. Telephones if permanently installed in the **vehicle** and designed to be operated only by the power of the **vehicle**, including their accessories and antennas.

Your excess does not apply to this additional cover.

Glass Cover

We provide window and sunroof glass replacement in the event of a covered loss to any listed **vehicle**.

A £100 **excess** applies to this additional cover. However, if the glass is repaired, the **excess** does not apply. A courtesy vehicle is not provided following a claim under this section of **your policy**.

Lock Replacement

In the event of damage to locks on a **vehicle** or in the case of the theft or loss of keys, ignition card or lock transmitter of any **vehicle**, **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.

A courtesy vehicle is not provided following a claim under this section of **your policy**.

Your excess does not apply to this additional cover.

Personal Effects

We will pay for **your** or a household member's personal effects in an **insured vehicle** that are lost or damaged due to an accident or to fire, theft or attempted theft during the **period of insurance** up to a total amount of £1,500.

Your excess does not apply to this additional cover.

Pairs and Sets

If **your vehicle** is involved in a covered loss and **we** cannot match the upholstery, a replacement wheel or any other part of **your vehicle** that forms part of a pair or set **we** will pay up to £10,000 to replace the matching parts of the damaged item.

Any damaged or undamaged item will become **our** property.

Psychiatric Cover

If as a direct result of a covered loss **you** or a **named insured person** is injured and unable to drive, **we** will pay up to £5,000 for psychiatric services as recommended by a qualified mental health professional when incurred within 1 year of the date of the covered loss. If **your policy** is cancelled **our** payments will cease the date **your policy** is cancelled.

We do not provide this additional cover if at the time of the covered loss **you** or a **named insured person** is **under the influence**.

Courtesy Vehicle

If a **vehicle** cannot be used because of a covered loss **we** will provide **you** or a **named insured person** with a courtesy vehicle for the period of time that the **vehicle** is being repaired or until the theft or **total loss** claim is settled.

If **you** accept a courtesy vehicle provided by the repairer then **we** will not apply **your excess** if it is less than £1,000.

If the courtesy vehicle provided by the repairer is not satisfactory to **you** **we** will replace it with a courtesy vehicle which is similar to the **vehicle** subject to the claim. However, **your excess** will apply.

Any courtesy car will be provided for the period of time that the **vehicle** is being repaired or until the theft or **total loss** claim is settled.

The most **we** will pay under this additional cover for each accident is £4,000.

Provision of the courtesy vehicle will be subject to the terms and conditions of **our** approved replacement vehicle supplier and will be considered an **insured vehicle** for the time it is in **your** or a **named insured person's** possession.

You do not need to notify **us** if **you** or a **named insured person** are in possession of, or are using a courtesy vehicle.

Emergency Transportation / Accommodation

If following a covered loss more than 50 miles from **your** or a **named insured person's** closest residence and **you** or a **named insured person** incur emergency transportation costs, **we** will pay such costs up to a maximum of £500.

In addition, **we** will pay up to a maximum of £1,000 for accommodation and meals.

Your excess does not apply to this cover.

Medical Expenses

We will pay up to £500 each for necessary medical expenses for **you** or a **named insured person**, incurred as a result of an accident during the **period of insurance**. Such medical expenses must arise out of injury to **you** or a **named insured person** while he or she is occupying an **insured vehicle**. This additional cover also applies if **you** or a **named insured person** is struck by another motor vehicle or trailer. The most **we** will pay for one **occurrence** is £3,000. **Your excess** does not apply to this additional cover.

Emergency Treatment

We will reimburse **you** or a **named insured person** using an **insured vehicle** for payment made under the **United Kingdom** Road Traffic Act for emergency treatment incurred as a result of an accident during the **period of insurance**. **Your excess** does not apply to this additional cover.

Inability to Drive Following Injury

If **you** or a **named insured person** are unable to drive as a result of injury following an accident during the **period of insurance** which results in an insured claim under this **policy**, **we** will contribute towards alternative transportation costs, up to a maximum of £3,000 and for a maximum period of 12 months.

Your or a **named insured person's** inability to drive must be confirmed in writing to **us** by **your** or the **named insured person's** General Practitioner every 90 days from the date of the **occurrence** for this benefit to continue. **We** will not provide this cover if at the time the covered loss occurred **you** or a **named insured person** were **under the influence**. **Your excess** does not apply to this additional cover.

Inability to Drive due to ill Health

If **you** or a **named insured person** has their driving licence revoked by the DVLA during the **period of insurance** as a result of being incapacitated due to ill-health, **we** will contribute towards **your** or a **named insured person's** alternative transportation costs, up to a maximum of £3,000 and for a maximum period of 12 months.

Foreign Use

We will cover **you** or a **named insured person** on a **vehicle** for trips to countries within the **territorial limits** commencing during the **period of insurance**. **We** must be notified if any trip is to exceed 90 days.

The **certificate** will provide evidence that the compulsory insurance laws within the **territorial limits** are met with. **Your excess** does not apply to this additional cover.

Child Car Seats

If **you** or a **named insured person** has a child car seat in an **insured vehicle** and the **insured vehicle** is involved in an accident during the **period of insurance** involving impact damage, **we** will replace the child car seat with a new one of equivalent quality even if the child car seat itself is not damaged.

The **vehicle excess** does not apply to this cover.

Personal Registration Plate Cover

If **you** or a **named insured person's vehicle** has a personalised registration number and the **vehicle** is stolen during the **period of insurance** and not recovered, **we** will pay up to £5,000 for the loss of use of the personal registration plate. When **we** pay for this loss, the personal registration plate and its use becomes **our** property.

You may repurchase the personal registration plate from **us** when the DVLA re-issue the plate for no more than the settlement amount. **Your excess** does not apply to this additional cover.

Trailers

We will pay up to £5,000 during the **period of insurance** for theft or physical damage to a trailer or non-motorised Horsebox, which **you** or a **named insured person** own or are legally responsible for.

Your excess does not apply to this additional cover.

Identity Fraud

We will cover **you** or a **named insured person** for the following reasonable and necessary expenses incurred as a direct result of an **identity fraud**:

- solicitor fees to defend a claim against **you** or a **named insured person** by financial institutions, to remove incorrect judgments, to challenge a consumer credit rating or to witness **your** or a **named insured person's** signature;
- the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;
- fees charged when **you** or a **named insured person** re-apply for a loan that was originally rejected;
- **your** or a **named insured person's** lost earnings because of time off work to talk to the police, financial institutions or credit agencies.

We do not cover **identity fraud** connected with **your** business, **your** profession or **your** occupation.

The most **we** will pay is £15,000 during the **policy period**.

Disablement

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

Carjacking and Road Rage

We will pay for the reasonable costs, as agreed by **us**, shown below which are incurred by **you**, a **named insured person** whilst driving a **vehicle** with **your** permission as a result of any one road rage or carjacking **occurrence** within the **territorial limits**:

- a. up to £5,000 per person in respect of medical expenses incurred due to injuries sustained in a carjacking **occurrence** within 6 months of the carjacking **occurrence**;
- b. up to £5,000 per person 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 6 months of the carjacking **occurrence**;
- c. up to £5,000 per person in respect of loss of income.

The maximum **we** will pay during the **period of insurance** for all carjacking and road rage expenses is £20,000. **Your excess** does not apply to this additional cover.

No Claims Discount Protection

This cover may apply to one or more of **your vehicles** if the additional premium for **no claims discount** protection has been paid and the cover is shown in **your schedule**. For a **vehicle** to be eligible for protected **no claims discount** it must already be subject to a maximum **no claims discount**. If a **vehicle** has **no claims discount** protection **we** will only reduce **your no claims discount** following a claim under **your policy** if **you** have more than 1 blame loss which in **our** opinion **you** are responsible for in a three year period. This additional cover is not a guarantee against a premium increase or decrease at renewal.

Personal Accident Cover

We will pay **you** or a **named insured person**, or the applicable estate, £30,000 for bodily injury in the event that an accident during the **period of insurance** involving an **insured vehicle** is the sole cause of:

- death;
- total **loss of a limb**;
- **loss of sight** in one or both eyes; or
- a career ending injury if **you** or a **named insured person** is a professional sports person.

For the purpose of this cover a career ending injury means irrecoverable disablement which permanently and totally incapacitates a **named insured person** for a continuous period of 12 months, and the **named insured person** is medically determined to have no likely hope of improvement sufficient to participate in their sport ever again.

We do not provide this additional cover if the accident is caused directly or indirectly whilst **you** or a **named insured person** is **under the influence**. **Your excess** does not apply to this additional cover.

Road Fund Licence

If following a covered loss **your** or a **named insured person's vehicle** is declared a **total loss** we will pay for the unexpired portion of the road fund licence unable to be recovered from the licencing authorities. **Your excess** does not apply to this additional cover.

Multiple Vehicle Excess

If a **vehicle** is involved in an accident with another **vehicle you** will only pay the higher of the **vehicle excesses** once.

Motor Trade, Valet Services and Chauffeurs

If a **vehicle** is involved in an accident whilst being driven by an individual involved in the motor trade, an individual providing a valet service or a chauffeur not listed as a **named insured person**, we will not apply the **vehicle excess**.

Driving other cars

If over the age of 25, **you** or a **named insured person** will be covered under Sections 6,7,8,9 and 10 of this **policy** whilst driving another vehicle unless stated otherwise or an exclusion applies.

This additional cover only applies if the vehicle concerned:

- is not owned by **you** or a **named insured person**;
- is not available for the regular use of **you** or a **named insured person**;
- is registered with the DVLA and is being driven in the **United Kingdom**;
- is not being hired by any person other than **you**; and
- is not listed in **your schedule**.
- has active insurance in place in the name of the registered owner or the keeper of the vehicle.

If **you** or a **named insured person** is under the age of 25, only Sections 8, 9 and 10 of **your policy** will apply whilst driving another vehicle.

This additional cover is secondary to any other insurance that applies at the time of a loss.

Uninsured Drivers

If an **insured vehicle** suffers loss or damage caused by an uninsured driver or a third party that is untraceable we will not reduce **your no claims discount** provided **you** have made all reasonable attempts to obtain the third party's details and we reasonably consider the accident not to be **your** or an **insured person's** fault.

In addition, we will not apply the **vehicle excess** if a **named insured person** is involved in a non fault accident with an uninsured third party.

08 Liability

You most recent **schedule** will show if third party liability cover applies to **your vehicles**. A **certificate** will have been issued for each **vehicle** that has third party liability cover and the **certificate** should be kept in **your vehicle**.

This section provides **you** and an **insured person** with third party liability cover as detailed below and applies whilst driving an **insured vehicle** anywhere in the **territorial limits**.

The defined terms, general terms and conditions and the general exclusions all apply to this section.

What is covered

This **policy** provides **you** and an **insured person** with legal liability cover to compensate others for injury, death or damage to third party property (including the loss of use of damaged property) arising from the use of an **insured vehicle** (including a trailer or caravan whilst attached to an **insured vehicle**) during the **period of insurance**.

Amount of cover

The most **we** will pay for third party property damage is £20,000,000 for any one **occurrence**.

The amount **we** will pay for injury or death of a third party, or injury or death of a passenger travelling in an **insured vehicle** is unlimited.

Defence cover

We will defend **you** or an **insured person** 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.

09 Motor Legal Expenses Cover

This section of **your policy** provides a **named insured person** with motor legal expenses cover whilst driving an **insured vehicle** within the **territorial limits**.

Motor legal expenses cover is arranged by **Lawshield** with UK General Insurance Limited who is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/> or by calling the FCA on 0800 111 6768 (freephone) or 0300 500 8082. This insurance is arranged by **Lawshield** & underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

The General Terms, General Conditions and General Exclusions all apply to this section. In return for the payment of **your** premium the Insurer will provide the insurance cover detailed in this **policy** document, subject to the terms, conditions, and limitations shown below or as amended in writing by us and during the period of cover.

SPECIAL DEFINITIONS APPLYING TO THIS SECTION OF YOUR POLICY

Claims adjuster Any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by the **Insurer** to act for the **named insured person**.

Insured incident A road traffic accident for which you are not at fault (excluding claims for theft or fire) occurring within the **period of insurance** and **territorial limits** which results in:

- Loss or damage to the **insured vehicle** including any trailer attached thereto.
- Loss or damage to any personal property owned by **you** whilst the property is in/on or attached to the **insured vehicle**.
- The death of or injury to **you** whilst in or getting into or out of the **insured vehicle**.
- Any other uninsured losses.

Insurers UK General Insurance Limited on behalf of Great Lakes Insurance SE.

Legal costs and expenses Fees, costs and disbursements reasonably incurred by the **Insurer**, any **claims adjuster**, **solicitor**, or other appropriately qualified person appointed to act for **named insured person** with the **Insurer's** consent chargeable on the **standard basis**, or in accordance with the Fixed Recoverable Costs scheme if appropriate. Also covered are the costs of any civil proceedings incurred by an opponent for which the **named insured person** may be liable by order of a court or by agreement with the consent of the **Insurer**.

The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £10,000. The rules set out how legal fees are calculated for these cases, where **solicitors** costs are payable by the **Insurer**, these will be on the **standard basis** as defined by the CPR (Civil Procedure Rules) and would be limited to £125.00 per hour including VAT solicitors time, and £12.50 including VAT for each letter sent out.

Prospects of Success Reasonable prospects are considered to be 51% or better chance of success.

Small Claims Limit The limit set by the Ministry of Justice in the Civil Procedure Rules Part 26.6 below which legal proceedings for a claim for damages due to personal injury are allocated to the **small claims track**.

Small claims track The process and procedures set out in the Civil Procedure Rules Part 27 for dealing with legal claims where the value of the claim is below the **small claims limit** the claim is allocated to the **small claims track** by the court.

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

Standard basis The assessment of costs which are proportionate to **your** claim.

What is covered

In return for the payment of **your** premium, **we** will provide the insurance cover detailed in this **policy** document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the period of cover. The **legal costs and expenses** of pursuing civil claims arising from an **insured incident** relating to the use of an **insured vehicle** or any other vehicle attached and being towed by the **insured vehicle**.

How much insurers will pay

The maximum amount **insurers** will pay for all **insured incidents** which are related in time or by cause after aggregation of the **legal costs and expenses** of both **you** and any opponents insofar as **you** are liable to pay them is £100,000.

Motor Legal Expenses Cover with The **Insurer** has been arranged for **you** by Dual Corporate Risks. The **Insurer** service this part of **your policy** on behalf of the **insurers**. Markham Private Clients Limited as a distributor of Dual Corporate Risks cannot accept any responsibility for the availability, standard of service or any consequences from the use of these services.

Special exclusions applying to this section

In addition to the **policy** general exclusions the following additional exclusions apply to this part of **your policy**.

The **insurer** will not be liable for:-

- Claims where there are no **prospects of success**.
- Parking or obstruction offences.
- Claims arising from driving **under the influence** of alcohol or drugs.
- **legal costs and expenses** where they consider that the **named insured person** will not get a reasonable and proportionate settlement or if any expected settlement is small compared to the time and expense involved.
- **legal costs and expenses** where the estimated value of any damages for the personal injury the **named insured person** suffers does not exceed the **small claims limit**.
- **legal costs and expenses** incurred prior to the **Insurer's** acceptance of a claim.
- claims arising from any deliberate, criminal act or omission by the **named insured person**.
- **legal costs and expenses**, fines or other penalties which the **named insured person** is ordered to pay by a Court of Criminal Justice.
- incidents involving an **insured vehicle** owned or driven by the **named insured person who** was not in possession of a valid driving licence or the **insured vehicle** was not covered by a valid test certificate where appropriate or was not in a road-worthy condition.

- motor vehicles used by or on behalf of the **named insured person** for racing, rallies, competitions or trials of any kind.
- claims arising from the **insured vehicle** not being used in accordance with the terms and conditions of **your policy**.
- **legal costs and expenses** where Fixed Recoverable Costs have already been recovered by the **solicitor**.

The **Insurer** will not be liable for the **legal costs and expenses** of pursuing an action arising from an incident that occurs within the **territorial limits** under the jurisdiction of any court other than the courts in the **territorial limits**, except that The **Insurer** will be responsible for **legal costs and expenses** incurred with their prior approval in enforcing or attempting to enforcing or attempting to enforce a judgment obtained from a court within the **territorial limits** against a defendant resident elsewhere.

The **Insurer** will not be liable for **legal costs and expenses** in respect of **insured incidents** during trips to foreign countries within the **territorial limits** commencing during the **period of insurance**, when the period of any such trip to these countries is intended to exceed 90 days, unless the **Insurer** have agreed to extend coverage under the **policy** to apply to such trip.

The **Insurer** will not provide any cover for:-

- **terrorism UK risks** - Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- **war** - Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- **radiation** - Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter
- **electronic data** - Any consequence, howsoever caused, including but not limited to Computer Virus of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this **policy**, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this **policy**, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised

instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Special conditions applying to this section

Compliance by **named insured person** with the following provisions and with each and all of the terms in the **policy** shall be a condition of this insurance.

Legal costs and expenses payable are in no way affected by an agreement, undertaking, promise made or given by the **named insured person** to the **solicitor**.

The insurance under this section does not cover an appeal unless the **Insurer** are notified in writing by the **named insured person** not later than six working days before the time for making an appeal expires and the **Insurer** consider that there are prospects of such an appeal succeeding.

Where indemnity is requested and granted to any person mentioned in the **schedule**, then the terms and conditions and exclusions of this section apply equally to such persons as they do to the **named insured person**.

The insurance under this section may be cancelled at any time at the request of the **Insurer** or Dual Corporate Risks. A cancellation letter will be sent to **you** at **your** last known address.

Valid reasons may include but are not limited to:

- a. Where we reasonably suspect fraud
- b. Non-payment of premium
- c. Threatening and abusive behaviour
- d. Non-compliance with **policy** terms & conditions
- e. **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** ask

If **we** cancel the **policy** and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the **policy** immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your policy** being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your policy** is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

You must take reasonable care to: supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the **policy**; to make sure that all information supplied as part of **your** application for cover is true and correct; tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions **we** ask when **you** take out, make changes to and renew **your policy**. If any information **you** provide is not accurate and complete, 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.

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** or the administrator as soon as possible.

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;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- 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.

Claims notification

Where the **named insured person** presents a claim under this section of the insurance they must submit to the **Insurer** a complete and truthful report of the facts of the matter which is the subject of the claim indicating any potential witnesses and any documentary or other evidence of which he or she is aware. The **named insured person** must ensure that the **Insurer** are advised of the claim within 180 days of the **occurrence** of the incident. There is no cover where failure to report the claim within 180 days adversely affects the **prospect of success** in recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.

Prospects of success

If at any stage the **Insurer** decide that **your prospects of success** are not sufficient and/or an alternative course of action is appropriate and/or under the terms of the **policy** the claim is not admissible then the **Insurer** will inform **you** in writing of their decision and the reason behind their decision. Having informed **you** of this and subject to the **policy** conditions the **Insurer** will not be bound to pay any **legal costs and expenses** and may discontinue cover for the **insured incident**.

Representation

1. The **Insurer** can take over, and carry out in **your** name action to take or defend any claims.
2. The **Insurer** will have complete control over how legal proceedings are carried out. Before the issuing of legal proceedings, a **solicitor** from their panel will be appointed. the **Insurer** will appoint **solicitors** to act on **your** behalf to prosecute, defend or settle any claim accepted under the terms of this section of cover.

Should legal proceedings need to be issued, **you** do not have to accept the **solicitor** the **Insurer** have chosen. If **you** cannot agree a suitable **solicitor** with the **Insurer**, **you** can refer **your** choice of **solicitor** to arbitration in line with the conditions of this section of cover. **You** must let the **Insurer** know in writing about the full name and address of a **solicitor** who **you** want to act for **you**. If there is a dispute about the choice of **solicitor**, the **Insurer** will choose one whilst arbitration takes place. If the **Insurer** are insuring two or more people for one claim, **you** may choose **solicitors** and send their name and address to the **Insurer** before they agree to pay any **legal costs and expenses**.

3. In choosing **your solicitor**, **you** must try and keep the cost of any legal proceedings as low as possible.
4. Before the **Insurer** accept **your** choice of a **solicitor**, or if **you** fail to choose a **solicitor**, the **Insurer** will be entitled to instruct a **solicitor** on **your** behalf.
5. Where the uninsured loss does not exceed the current level of the Small Claims Court and is not in respect of a claim for damages for personal injury the **Insurer** may investigate the circumstances of the claim and attempt to obtain settlement with **your** prior consent (such prior consent must not be unreasonably withheld). The **Insurer** will not be liable to provide representation on **your** behalf at any court proceedings where the amount involved in respect of the uninsured loss does not exceed the current level of the Small Claims Court.

Notwithstanding the above, **we** reserve the right to provide representation in the Small Claims Court if **we** consider that it is appropriate in all the circumstances of the case for there to be such representation.

Claims procedure

To make a claim, call:

Tel (from within UK): 0333 043 1309
Tel (from outside UK): +44 1925 428 309

1. The **Insurer** will have direct access to the **solicitor** at all times and the **named insured person** will co-operate fully with the **Insurer** in all respects and will keep the **Insurer** fully and continually informed of all material developments in the legal representation of proceedings. At the **Insurer's** request the **named insured person** shall instruct the **solicitor** to produce to the **Insurer** any documents, information or advice in their possession and further shall give them such other instructions in relation to the conduct of their claim as the **Insurer** may require.
2. The **Insurer's** written consent must be obtained prior to:
 - a. the instruction of Counsel to appear before a court (or tribunal) before which a **solicitor** has a right of audience.
 - b. the instruction of Queen's counsel.
 - c. the incurring of unusual experts fees or unusual disbursements.
 - d. the making of an appeal.
3. **Legal costs and expenses** payable are to be in no way

affected by any agreement, undertaking or promise made or given by the **named insured person** to the **solicitor** or by either of them to any witness expert of agent.

4. The **named insured person** must co-operate fully with the appointed **claims adjuster** or **solicitors**.
5. The **solicitor** or **named insured person** will inform the **Insurer** immediately in writing of any offer pursuant to Part 36 of the Civil Procedure Rules made with a view to settling the claim.
6. No agreement to settle on the basis of both sides paying their own costs is to be made without the **Insurer's** approval.
7. If any offer or pursuant to Part 36 of the Civil Procedure Rules is not accepted by the **named insured person** but the amount thereof is equal to or in excess of the total damage eventually recovered by them, the **Insurer** will have no liability in respect of any further **legal costs and expenses** or opponent's civil costs. This is unless upon being notified of the offer pursuant to Part 36 of the Civil Procedure Rules the **Insurer** agree to the continuance of the proceedings (such agreement not to be unreasonably withheld) and the **Insurer** has the right to require the **named insured person**, at the **Insurer's** request, to instruct his or her **solicitor** to obtain Counsel's opinion on the merits of the claim or defence thereto or on an offer pursuant to Part 36 of the Civil Procedure Rules made by an opponent or proposed by the **named insured person** or whether there are reasonable grounds for continuing the proceedings prior to granting or refusing such Agreement.
8. At the **Insurer's** request the **named insured person** will require the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
9. If for any reason the **solicitor** refuses to continue to act for the **named insured person** or if the **named insured person** withdraws his or her claim from the **solicitor**, the **Insurer's** liability will cease forthwith unless they agree to the appointment of an alternative **solicitor** to continue with the claim pursuant to the procedure contained in terms and conditions of the **policy**, but the **Insurer** will have no liability to meet the additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.

10. If the **named insured person** unreasonably withdraws

from a claim without the prior agreement of the **Insurer**, then the **legal costs and expenses** will become the responsibility of the **named insured person** and the **Insurer** will be entitled to be reimbursed by the **named insured person** for any costs paid or incurred during the course of the claim including any **legal costs and expenses** the **Insurer** consider they are obliged to pay as a result of the **named insured person** withdrawing from the claim.

Recovery

The **named insured person** claiming under this section will take or have taken on their behalf every available step to recover from their opponents **legal costs and expenses** payable under the **policy** and such **legal costs and expenses** must be paid to the **Insurer**.

Arbitration

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this **policy**. This arbitration condition does not affect **your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

Contribution

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

Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim.

You can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

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

Lawshield UK Limited Privacy Notice

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

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

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

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

Why do we process your data?

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

What information do we collect about you?

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

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance **policy** with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim. This notice explains the most important aspects of how **we** use **your** data. **Lawshield UK Ltd** full privacy notice can be found by visiting **our** website www.lawshield.co.uk or request a copy by emailing **us** at dataprotection@lawshield.co.uk

Alternatively, **you** can write to **us** at:

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

UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as “**we/us/our**” in this notice. **Our** data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

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

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

Why do we process your data?

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

What information do we collect about you?

Where **you** have purchased an insurance **policy** through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance **policy**. For specific types of insurance policies, for example when offering **you** a travel insurance **policy**, **we** may process some special categories of **your** personal data, such as information about **your** health.

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

UK General's full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing **us** at dataprotection@ukgeneral.co.uk. Alternatively, **you** can write to **us** at:

Data Protection,
UK General Insurance Ltd,
Cast House, Old Mill Business Park,
Gibraltar Island Road,
Leeds,
LS10 1RJ.

10 European Motor Breakdown Assistance

This European Motor Breakdown Assistance Cover is underwritten by **DAS** and the service is provided by **Call Assist**.

This section of **your policy** provides roadside assistance, vehicle recovery, home assist, overnight accommodation, alternative travel, European assistance, and message relay as detailed below for any **eligible vehicle** within the **territorial limits**.

The General Terms, General Conditions and General Exclusions all apply to this section of the **policy**.

What is Covered

We will cover up to six **breakdowns** during the **period of insurance** where an **insured person(s)** is travelling in an **eligible vehicle** or another person is driving **your insured vehicle** with **your** permission at the time of the **breakdown**. The most **we** will pay during the **period of insurance** for this section of the **policy** is £15,000. **We** agree to provide the assistance services in this section of the **policy** keeping to the terms, conditions and exclusions as long as the **breakdown** happens during the **period of insurance** and within the **territorial limits**. After **we** have dealt with **your** sixth **breakdown**, this section of **your policy** becomes void. In such circumstances, or if the service **you** require is not provided for under the terms of this section of the **policy**, **we** will try if **you** wish to arrange it at **your** expense. The terms of any such assistance are a matter between **you** and **Call Assist**.

Special Definitions Applying to this Section

Breakdown	An electrical or mechanical failure, accident, vandalism, fire, theft or attempted theft, flat battery, ignition key breakage or loss, accidental damage to tyres, running out of fuel or putting the wrong fuel in your vehicle, occurring during the period of insurance which immediately renders the eligible vehicle immobile.
Eligible Vehicle	The car, motorcycle, van, horsebox, or campervan in which an insured person is travelling at the time of the breakdown , or any car, motorcycle, van, horsebox, or campervan which is listed as an insured vehicle on the certificate which displays UK registration plates and is ordinarily kept in the UK.
Insured person(s)	You or any driver who is named on the certificate .
Recovery Operator	The independent technician we appoint to attend the breakdown .
Territorial limit	The European Union , the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).
We, us, our	In respect of this section of your policy , Call Assist and/or DAS .

Services Provided

1 Roadside Assistance	<p>We will pay the callout charge and up to one hour's labour costs for a recovery operator to attend the scene of the breakdown, and where possible, carry out emergency repairs.</p>
2 Vehicle Recovery	<p>If the eligible vehicle cannot be repaired within one hour at the scene of the breakdown, we will pay for the cost of transporting the eligible vehicle, the driver and up to 7 passengers to a suitable repairer, your home address, or the insured person's original destination.</p>
3 Home Assist	<p>We will send help to your home address in the event of a breakdown.</p> <p>If, in the opinion of the recovery operator, they are unable to repair the eligible vehicle at the roadside, we will arrange and pay for the eligible vehicle and the driver to be transported to the nearest garage which is able to undertake the repair.</p>
4 Overnight Accommodation	<p>If we decide to provide overnight accommodation we will pay up to £100 per person for one night for the driver and up to 7 passengers.</p> <p>You must pay the hotel bill, but we will pay you back on receipt of the relevant bill(s) subject to the £800 limit.</p>
5 Alternative Travel	<p>If the eligible vehicle is taken to the nearest garage able to undertake the repair and the repair cannot be completed within the same working day, we will pay up to £250.00 towards the cost of alternative transport or car hire. We will also pay the cost of a single standard rail ticket for one person to return and collect the eligible vehicle. This service can only be used to complete a journey whilst the eligible vehicle is being repaired a minimum of 25 miles away from your home address.</p>
6 European Assistance	<p>This section applies to any breakdown occurring outside the UK.</p> <p>We will pay the callout charge and up to one hour's labour costs for a recovery operator to attend the scene of the breakdown and either carry out emergency repairs or transport the eligible vehicle, the driver, and up to 7 passengers to the nearest garage able to undertake the repair.</p> <p>If the eligible vehicle cannot be repaired within 48 hours or by your intended departure, whichever is the later, we will arrange for the eligible vehicle, the driver and up to 7 passengers to be transported to your home address. During this period we will reimburse the costs of alternative accommodation and alternative transport up to the value of £750 when we have received a valid receipt. Payment will be made in accordance with the exchange rate on the date of the claim.</p> <p>Due to local regulations and customs, the insured person may be required to provide copies of their driver's licence and the V5C registration document for the eligible vehicle. You will be held liable for any costs incurred if copies of the insured person's driver's licence or V5C registration document are not immediately available.</p> <p>Due to differing national standards and infrastructures abroad assistance may take longer in arriving. We will not be held liable for any delays encountered. In the event of a breakdown occurring on a continental motorway or major public road, we are sometimes unable to assist and you will often need to obtain assistance via the SOS phones. The local services will tow the eligible vehicle to a place of safety and you will be required to pay for the service immediately. You can then contact us for further assistance. We will pay a maximum of £200.00 towards reimbursement of these costs when we have received a valid receipt. Payment will be made in accordance with the exchange rate on the date of the claim.</p>
7 Message Relay	<p>When you claim for any breakdown we will forward a message to a member of your family, friend or work colleague if you would like this.</p>

When We Cannot Help

Our approved agents cannot work on **your vehicle** if it is unattended. Please do not arrange assistance before **we** have agreed. If **you** do, **we** will not pay the costs involved.

Special Exclusions

-
- The breakdown of the eligible vehicle**
- If it has knowingly been driven in an unsafe unroadworthy condition
 - Which occurs while the **eligible vehicle** is being used for motor racing, trials, rallying, pace-making or speed testing or for hire or reward
 - If it exceeds 3,500 kg gross vehicle weight, 5.18 metres long, 1.905 metres wide, or 2.44 metres high
 - If it cannot be reached due to sand, mud, snow, or flood
 - Where **we** have provided assistance for any symptoms related to a claim which has been made within the last 28 days, unless the **eligible 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.

-
- The cost of**
- Any **vehicle** storage charges incurred when **you** are using **our** services
 - Removing contaminated fuel, supplying replacement parts, fluids or fuel or any other materials used in repairing **your vehicle**
 - Any other repairs except those at the scene of the **breakdown**
 - Replacing broken windows or keys
 - Parking charges or fines
 - Anything which **you** would have incurred had no claim arisen
 - Any charges arising from an **insured person's** failure to comply with **our** instructions or **our** approved agents' instructions in respect of the assistance being provided
 - Any costs incurred before **you** have notified **us** of the **breakdown**
 - Any vehicle which cannot be recovered by a standard trailer or transporter
 - The recovery of a caravan or trailer on tow which exceeds 7 metres/23 feet in length (not including the length of the A frame or hitch)
-

Special Conditions Applying to this Section

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

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

We can cancel this section of the **policy** at any time and **we** will always do so after **we** have dealt with **your** sixth claim in the **period of insurance**.

An **insured person** must be present with the **vehicle** when the **recovery operator** arrives.

We will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.

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

This **policy** does not cover any damage to the **eligible vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. **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 the **eligible vehicle** from a repairer or for any time that has to be taken off work because of a **breakdown**.

If the **eligible vehicle** is beyond economical repair **we** have the option to offer the **market value** of the **eligible vehicle** to **you** and pay for alternative transport home.

