

# Taxi Club Policy

## Master Certificate Number: LES/1007/2122

**IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.**

All potential claims must initially be reported to Our appropriate Claims Helpline services detailed below:-

### Motor Uninsured Loss Recovery Notification & Advice Helpline Service

#### Sections 1a-1b – 0343 515 9666

Operates 24 hours a day, 365 days a year.

#### Sections 1c-1h – 01384 377000

Operates between the hours of 09:00 – 17:00 Monday to Friday excluding Bank Holidays.

#### Section 1j – 01384 397757

Operates between the hours of 09:00 – 17:00 Monday to Friday excluding Bank Holidays. This Helpline Service is only in respect of Vehicle Identity Theft issues and cannot assist with any other insurance matter.

Under this section of the policy:

You must notify Us during the Period of Insurance and within 30 days of any circumstances which may give rise to a Motor Uninsured Loss Recovery claim under this policy. Failure to do so could mean that We decline to pay Your claim.

If You can convince Us that there are Prospects of Success in Your claim and that it is reasonable for Professional Fees to be paid We will:-

- take over the claim on Your behalf
  - appoint a specialist of Our choice to act on Your behalf.
- We may limit the Professional Fees that We pay under the policy where:-
1. We consider it is unlikely a reasonable settlement of Your claim will be obtained; or
  2. there is insufficient prospects of obtaining recovery of any sums claimed; or
  3. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim.
- If Legal Proceedings have been agreed by Us, You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists.  
If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (Details are available upon request).
- At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.

### Guaranteed Hire Vehicle Helpline Service – 0343 515 9666

Under this section of the policy:

- You must notify Us during the Period of Insurance and within 14 days of any circumstances of any incident, accident or theft giving rise to a Guaranteed Hire Vehicle claim under this policy. Failure to do so could mean that We decline to pay Your claim.

If the Insured Vehicle is rendered Un-Driveable by an Event and the incident occurs within the Territorial Limits We will:-

- Arrange for a Hire Vehicle from an approved Hire Vehicle Company for Your use as soon as reasonably possible but only until the Insured Vehicle is repaired or
- in the case where Your vehicle is declared a total loss by Your motor insurer, until 3 days following the payment has been issued to You in settlement of Your Motor Insurance Claim whichever is the earlier and not exceeding the Claim Limit.

**Please note that if You engage the services of anyone prior to making contact with the Claims Helpline Service and incur any costs without our prior written approval these costs will not be covered by this insurance.**

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

### Policy Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy.

#### Accident

A collision immediately rendering the Vehicle immobile or unsafe to drive.

#### Agent

The Agent appointed by the Coverholder to transact this insurance with You.

#### Annual Aggregate Limit

The maximum amount payable in the Period of Insurance as shown in the Insured's Certificate of Insurance or Confirmation of Coverage.

#### Authorised Professional

A solicitor, counsel, mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

#### Breakdown

An electrical or mechanical failure, lack of fuel, misfuel, flat battery, Accident or puncture to the Vehicle, which immediately renders the Vehicle immobilised.

#### Callout

The deployment of a Recovery Operator to Your Vehicle.

#### Certificate of Insurance or Confirmation of Coverage

This forms part of this policy document and contains the name of the Insured and gives details of the cover provided by this policy.

#### Claims Handler

Kindertons Accident Management or other appropriately qualified persons appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests. Kindertons Accident Management are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register).

#### Claim Limit(s)

Section 1 - The sums specified in the Schedule being the maximum We will pay including Insured Events related by time or cause.

Section 2 - In the event that a Hire Vehicle cannot be provided, the maximum amount We will pay for transportation costs shall be £35.00 including VAT per day and up to a maximum limit of £350.00 including VAT per claim for a standard vehicle. £50.00 including VAT per day and up to a maximum limit of £500.00 including VAT per claim for a prestige vehicle.

A maximum of 2 claims can be covered under this insurance policy in any one Period of Insurance subject to all claims not exceeding a total period of 28 days.

Section 4 - The maximum amount We will pay is limited to a maximum of 6 call outs and £15,000 in any one Period of Insurance, unless subject to any individual limits specified within the relevant section of the policy.

#### Commercial Vehicle(s) Insurance Policy

The insurance policy issued by an authorised UK Motor Insurer in respect of the Insured's Motor Vehicle(s). The policy number of the Commercial Vehicle(s) Insurance Policy will be shown on the Certificate of Insurance or Confirmation of Coverage.

#### Court

A Court, tribunal or other competent authority.

#### Event

Section 1 - The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

Section 2 - A road traffic collision (excluding if due to glass damage only) fire, attempted theft, theft of parts, malicious damage, un-recovered theft of the Insured vehicle or damage to the Insured vehicle engine as a result of misfueling.

#### Excess (applicable to Sections 1, 2 and 4)

The first amount of each and every claim as detailed on the Schedule or Insured Event.

#### Excess (applicable to Section 3 only)

The amount the Insured is responsible for/has to pay under the terms of the Insured's Commercial Vehicle(s) Insurance Policy.

#### Hire Period

The maximum period that We will pay for the Hire Vehicle or transportation costs as shown within the Schedule.

#### Hire Vehicle

The class of vehicle designated on Your policy Schedule.

#### Hire Vehicle Company

The company that We instruct to provide You with the Hire Vehicle.

#### Home Address

The last known address within the Territorial Limits (UK) recorded on Our system where Your Vehicle is ordinarily kept.

#### Imminent Claim

An Incident that could give rise to a claim under this policy that the Insured is or was aware of prior to the inception date of this policy that was to be or had just been reported under the Insured's Commercial Vehicle(s) Insurance Policy.

#### Incident

A claim occurrence under the Insured's Commercial Vehicle(s) Insurance Policy during the Period of Insurance.

#### Insured (applicable to Section 3 only)

The party referred to in the Certificate of Insurance or Confirmation of Coverage and whose name also appears on the Commercial Vehicle(s) Insurance Policy.

#### Insured Person (applicable to Sections 1, 2 and 4)

The Policyholder and any other person authorised by You to drive or to be a passenger in or on the Insured Vehicle.

#### Insured Vehicle (applicable to Sections 1, 2 and 4)

The licenced Private Hire/Chauffeur (excluding Hackney vehicles), which holds a valid licence/ permit to operate as issued by the appropriate local authority or by the PCO (Public Carriage office) identified as the Insured Vehicle in Your motor insurance Schedule.

#### Insurer (applicable to Sections 1, 2 and 4)

This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

#### Insurer (applicable to Section 3 only)

This policy is underwritten by AWP P&C SA, part of the Allianz Group. Insurance is administered by Allianz Global Assistance, a trading name of AWP Assistance UK Ltd. Both companies' details can be checked on the Financial Services Register at <https://register.fca.org.uk>. Claims are administered and managed by Strategic Insurance Services Limited (SISL) authorised and regulated by the Financial Conduct Authority (FCA). FCA firm reference number is 307133.

Registered Office: 35 Ballards Lane, London, N3 1XW, United Kingdom. Postal Address: PO Box 70931, London, SW20 2EE

#### Legal Proceedings

When formal Legal Proceedings are issued against an opponent in a Court of Law.

#### Motor Insurance Claim

A claim made by You against Your existing motor insurance policy or against a Third Party.

#### Motor Insurance Policy (applicable to Section 3 only)

Your insurance policy covering Your Motor Vehicle for social, domestic, pleasure, commuting and business use up to and including Business Class 3 by the Policyholder and/or a Named Driver(s) issued by a Motor Insurer.

#### Motor Insurer

An authorised UK Motor Insurer.

### **Motor Vehicle(s) (applicable to Section 3 only)**

A hire car with a maximum of 9 seats which can be engaged, by arrangements made in a public place between the person to be conveyed in it or by prior arrangement.

### **Named Driver(s) (applicable to Section 3 only)**

Drivers who are permitted by the Insured to drive under the terms of their Commercial Vehicle(s) Insurance Policy.

### **Passengers**

All non-fare paying persons travelling with the Vehicle at the time of the Event, up to the legal carrying capacity of the Vehicle.

### **Period of Insurance (applicable to Sections 1, 2 and 4)**

The Period of Insurance shown in the Schedule.

### **Period of Insurance (applicable to Section 3 only)**

The period for which We have accepted the premium as stated in the Certificate of Insurance or Confirmation of Coverage.

### **Policyholder, You, Your**

The person or company who has paid the premium and is named in the Schedule as the Policyholder.

### **Professional Fees**

Legal fees and costs reasonably and properly incurred by the Authorised Professional, with Our prior written authority, including costs incurred by another party for which You are made liable by Court Order or may pay with Our consent in pursuit of a civil claim within the Territorial Limits arising from an Insured Event. Professional Fees will include VAT where it cannot be recovered. Professional Fees shall not include any shortfall in costs between those allowable by the Courts or stipulated by legislation and those incurred by the Authorised Professional or any legal fees, costs, disbursements, or expenses which only become payable as a consequence of You entering into a Damages Based or Conditional Fee Agreement.

### **Prospects of Success**

At least a 51% chance of the Insured Person(s) achieving a favourable outcome.

### **Recovery Operator**

The independent technician We appoint to attend the Breakdown.

### **Rescue Co-ordinator**

The telephone operator employed by Our vehicle breakdown claims handler.

### **Schedule**

The document which shows details of You and this insurance and is attached to and forms part of this policy.

### **Specialist Equipment**

Non-standard apparatus or recovery vehicles which in the opinion of the Recovery Operator are required to safely recover the Vehicle. Specialist Equipment includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

### **Standard Professional Fees**

The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

### **Suitable Garage**

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

### **Territorial Limits**

Section 1 - The European Union, United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

Section 2 - United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

### **Territorial Limits (UK)**

Great Britain, Northern Ireland, the Isle of Man, and (for residents only) Jersey and Guernsey.

### **Terrorism**

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

### **Third Party**

The other person(s) and/or party(s) responsible for the Event giving rise to a claim under this policy.

### **Time of Occurrence**

Civil Cases - when the Event occurred or commenced whichever is the earlier.

Criminal Cases - when You or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

### **Un-Driveable**

The vehicle is not roadworthy (excluding glass damage) or is off the road being repaired as a result of an insured Event.

### **Vehicle (applicable to Section 4 only)**

The Vehicle(s) specified on Your Policy Schedule as being eligible for this cover.

### **Vehicle Authority**

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

### **Vehicle Identity Theft**

The misappropriation of the vehicle registration mark of the Insured Vehicle without Your knowledge or consent. The vehicle registration mark details are then used to obtain goods, services or to commit motoring offences or contravene any congestion zone fees or commit parking offences.

### **Waiting Period (applicable to Section 3 only)**

The first 14 days of this policy. The Waiting Period will not apply if this policy is a renewal with AWP P&C SA or has been purchased within 14 days of the Motor Insurance Policy.

### **Waived or Reimbursed**

Where a third party has already made good the Excess (applicable to Section 3 only) shown in the schedule of Insured's Commercial Vehicle(s) Insurance Policy.

### **We, Us, Our (applicable to Sections 1, 2 and 4)**

Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

### **We, Us, Our (applicable to Section 3 only)**

AWP P&C SA and/or Strategic Insurance Services Ltd.

## **Insured Events**

### **Section 1 - Motor Uninsured Loss Recovery**

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy Excess if applicable, We will pay Your claim in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Claims Limits subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the event.

### **Section 1a - Personal Injury**

#### **What is Covered?**

Pursuing a civil claim following a road accident involving the Insured Vehicle and resulting in the death of or bodily injury to an Insured Person.

#### **What is Excluded?**

1. any injury or illness not caused by a sudden or specific accident.
2. any claim arising from a stress or psychological related condition.
3. the first £150 of each and every claim, which is incurred and not recoverable by the Authorised Professional

### **Section 1b - Uninsured Loss Recovery**

#### **What is Covered?**

A road accident involving the Insured Vehicle and resulting in uninsured losses being incurred by an Insured Person.

### **Section 1c - Motoring Criminal Prosecution**

#### **What is Covered?**

Defending a criminal prosecution brought against You as a result of a driving offence where Your driving licence is at risk of being revoked or suspended.

#### **What is Excluded?**

1. any Professional Fees relating to an allegation that the Insured Person was in control of the vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
2. any claim where an Insured Person (not being the Policyholder) is driving under a 'driving other cars' extension to their motor insurance policy.
3. claims arising out of the use of an Insured Vehicle by an Insured Person for racing, rallies, trials or competitions of any kind.
4. travelling expenses, subsistence allowance, or compensation for absence from work in pursuit of an Insured Person's claim.
5. any claim if an Insured Person has never held (or has been disqualified from holding or obtaining) a driving licence at the time of the Event.
6. any Professional Fees relating to an allegation of violent behaviour.

### **Section 1d - Motor Consumer Dispute**

#### **What is Covered?**

1. the pursuit or defence of any claim arising out of the sale, purchase, hire purchase or lease of the Insured Vehicle;
2. the pursuit or defence of any claim relating to the testing, servicing or repair of the Insured Vehicle where the amount is in dispute;
3. the pursuit or defence of any claim relating to testing, servicing or repair of the Insured Vehicle excluding claims less than £100 or in excess of £10,000.

### **Section 1e - Pothole Damage**

#### **What is Covered?**

Professional Fees incurred in pursuing a relevant local authority for damage caused to an Insured Vehicle on a public highway as a consequence of a pothole.

#### **What is Excluded?**

Excluding:-

1. Any legal action where the Insured Person does not have reasonable Prospects of Success.

### **Section 1f - Illegal Clamping & Towing**

#### **What is Covered?**

Professional Fees incurred in pursuing the recovery of illegal clamping or towing fees related to the Insured Vehicle.

### **Section 1g - Unenforceable Parking Fines**

#### **What is Covered?**

Professional Fees in the appeal to the local authority or independent adjudicator against an unenforceable parking fine.

### **Section 1h - Motor Insurance Database Disputes**

#### **What is Covered?**

You are covered for Professional Fees for representation of Your legal rights in a dispute with the police and/or other government agency in the event Your Vehicle is seized following a failure in the communications between Your Insurer and the Motor Insurance Database resulting in incorrect information about You or Your Vehicle being recorded on that database.

### **Section 1i - Uninsured Driver Motor Insurers Bureau Recovery**

#### **What is Covered?**

Where the driver at fault is uninsured or cannot be traced, We will assist You in making a claim to the Motor Insurers Bureau

#### **What is Excluded?**

Claims for property damage of less than £300 where the driver at fault cannot be traced.

### **Section 1j - Vehicle Identity Theft**

#### **What is Covered?**

Following an Event of Vehicle Identity Theft:

1. Necessary Professional Fees and ancillary costs incurred:
  - a) for the removal of any criminal or civil judgements wrongly entered against the Insured Person;
  - b) defending a motoring prosecution brought against You as a result of a Vehicle Identity Theft.

#### **What is Excluded?**

Excluding:-

1. Any legal action where the Insured Person does not have reasonable Prospects of Success.
2. Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an Insured Person, or by any other person acting in collusion with an Insured Person.
3. Any Indirect Losses other than as identified above.

### **Vehicle Identity Theft Claims Conditions**

Please read the following carefully to comply with the conditions of this section.

If an Insured Person discovers their vehicle identity has been stolen the Insured Person must:

- i) contact the Vehicle Identity Theft Service on 01384 397757.
- ii) make sure that they are in possession of the V5C vehicle registration certificate (log book)
- iii) file a Police report within 12 hours of discovering the Vehicle Identity Theft

- iv) notify the appropriate Vehicle Authority of the Vehicle Identity Theft within 12 hours of discovering the Vehicle Identity Theft
- v) fill out and return any claim forms including an authorisation for Us to obtain records and other necessary information, if these are applicable
- vi) send Us proof from their employer that they took unpaid days off if they wish to make a claim for lost wages and provide evidence to show that it was necessary
- vii) immediately send Us copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered
- viii) take all reasonable action to prevent further damage to their identity.

#### Vehicle Identity Theft Claims Process

The Insured Person must contact the Vehicle Identity Theft Helpline Service on 01384 397757 before they pay or agree to pay any costs. Failure to do so may lead us to decline the claim. We will give the Insured Person a dedicated claims handler who will assist them in identifying the extent of their problem. They will offer advice, guidance, and assist in the preparation of documentation to ensure the problem and any potential losses are minimised.

We will personalise documents on the Insured Person's behalf and post these to them for signing and sending on to the appropriate Vehicle Authority or the Police.

#### Section 1 - Motor Uninsured Loss Recovery - General Policy Exclusions

This insurance does not cover:

1. Professional Fees incurred:-
  - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance.
  - b) where the Insured Person should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
  - c) before Our written acceptance of a claim.
  - d) before Our approval or beyond those for which We have given Our approval.
  - e) where You fail to give proper instructions in due time to Us or to the Authorised Professional.
  - f) where You are responsible for anything which in Our reasonable opinion prejudices Your case.
  - g) if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for You.
  - h) where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your Responsibility.
  - i) in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice.
2. The pursuit continued pursuit or defence of any claim if We consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
3. Claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional.
4. Appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have reasonable chance of success.
5. Any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
6. Damages, fines or other penalties You are ordered to pay by a Court, tribunal or arbitrator.
7. Claims arising from an Event arising from Your deliberate act, omission or misrepresentation.
8. any Legal Proceedings brought outside of the United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man in respect of claims under Sections 1c – 1j;
9. A dispute which relates to any compensation or amount payable under a contract of insurance.
10. A dispute with Us not dealt with under the Arbitration Condition.
11. An application for judicial review.
12. Any Professional Fees incurred in defending or pursuing new areas of law or test cases.
13. Any matter in respect of which an Insured Person is entitled to Legal Aid where Our liability shall be limited to the sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme where this applies.
14. Any claim where Your motor insurer is entitled to repudiate Your motor policy or refuse to pay Your claim.
15. Any claim where an Insured Person (not being the Policyholder) is driving under a 'driving other cars' extension to their motor insurance policy.
16. Claims arising out of the use of an Insured Vehicle by an Insured Person for racing, rallies, trials or competitions of any kind.
17. Travelling expenses, subsistence allowance or compensation for absence from work in pursuit of an Insured Person's claim.
18. Any claim if an Insured Person has never held (or has been disqualified from holding or obtaining) a driving licence at the time of the Event.
19. Claims made by an Insured Person against any authorised passenger in the Insured Vehicle.
20. Claims for passengers where there is a conflict of interest between You or the authorised driver and any other passenger(s).
21. Any Standard Professional Fees that are not subsequently recoverable or should not have reasonably been recoverable from the opponent or Court.
22. Any direct or indirect liability, loss or damage caused:
  - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - b) by computer viruses.
 This does not apply to legal proceedings connected with claiming compensation following Your death or bodily injury.
23. Any claim or expense of any kind caused directly or indirectly by:
  - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
  - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
24. Any loss or damage caused by any sort of war, invasion or revolution
25. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
26. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of Terrorism.

#### Section 1 - Motor Uninsured Loss Recovery

##### Policy Conditions

You must tell Us in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing Our consent to incur Professional Fees.

We will give such consent if You can satisfy Us that there are sufficient Prospects of Success in pursuing or defending Your claim and that it is reasonable for Professional Fees to be paid and You have paid the Excess.

We may require (at Our discretion) You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If

We subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:-

1. Your Prospects of Success are insufficient;
2. It would be better for You to take a different course of action;
3. We cannot agree to the claim.

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit continued pursuit or defence of any claim:-

1. If We consider it is unlikely a reasonable settlement will be obtained or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

#### Representation

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions. Where You have elected to use Your own nominated Authorised Professional You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

#### Conduct of Claim

1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Professional which may be required for this purpose. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
3. We will not be bound by any promise or undertaking given by You to the Authorised Professional or by either of You to any court, witness, expert or Agent or other person without Our agreement.

#### Section 2 - Guaranteed Hire Vehicle

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

We will provide You with a Hire Vehicle up to the Claim Limit detailed below subject to the terms, conditions and exclusions of this policy, arising from an Event within the Territorial Limits where You notify Us during the Period of Insurance and within 14 days of the Time of Occurrence.

#### Section 2 - Road Traffic Accident, Fire or Theft

##### What is Covered?

If the Insured Vehicle is damaged and rendered Un-Driveable by an Event which occurs within the Territorial Limits, We will arrange for a Hire Vehicle for Your use only until the Insured Vehicle is repaired or in the case where Your Insured Vehicle is declared a total loss by Your motor insurer, until 3 days following payment having been issued to You in settlement of Your Motor Insurance Claim which ever is the earlier and not exceeding the Limit of Indemnity.

We will indemnify You up to £50.00 including VAT towards the cost of the transfer of radio or metering equipment.

If due to circumstances beyond Our control, including but not limited to where You do not meet the eligibility criteria of the Hire Vehicle Company, We cannot arrange a Hire Vehicle for You. We may, at Our discretion, reimburse transportation costs up to the Limit of Indemnity for the duration of the Hire Period.

Where it is not possible to arrange for the transfer of the respective licence relating to the use of the Insured Vehicle for hire and reward purposes, we will provide a vehicle for social, domestic and pleasure purposes only.

##### What is Excluded?

1. Any charges imposed by the Hire Vehicle Company for additional drivers to be included.
2. Any charges incurred before Our approval or beyond those for which We have given Our approval.
3. Any claim made within 14 days of the first Period of Insurance when the policy originally inceptioned.
4. Use of the Hire Vehicle outside the Territorial Limits.
5. Any excess that the Hire Company applies following an accident, fire or theft involving the Hire Vehicle.
6. All fuel, fares and fines relating to the Hire Vehicle whilst it is in Your possession, including any administration fee which may be imposed by the Hire Vehicle Company.
7. Any claim which has not been reported to Us within 14 days of the Event giving rise to the claim occurring.
8. Any provision of a Hire Vehicle where a Hire Vehicle is already available under any other insurance or other means.
9. Any further Hire Vehicle charges incurred after the Hire Period has expired or the Insured Vehicle has been repaired.
10. The provision of a Hire Vehicle for an Event when the Event occurred prior to the inception of the insurance or after the Period of Insurance.
11. Any claim if You have never held (or have been disqualified from holding or obtaining) a driving licence at the time of the Event.
12. Any damage to or resulting from the transfer of radio or metering equipment.
13. 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.
14. Any direct or indirect liability, loss or damage caused:
  - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - b) by computer viruses.
 This does not apply to legal proceedings connected with claiming compensation following Your death or bodily injury.
15. Any claim or expense of any kind caused directly or indirectly by:

- a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
  - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
16. Any loss or damage caused by any sort of war, invasion or revolution
17. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
18. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of Terrorism.

## Section 2 - Guaranteed Hire Vehicle - Policy Conditions

If the Insured Vehicle is involved in a road traffic collision, fire, attempted theft or incurs theft of parts or malicious damage, is stolen but not recovered, or incurs damage to the engine as a result of misfueling, You must report this to the Claims Handler as soon as possible or at the latest within 14 days after the Event about any matter, which could result in a claim being made under this Policy, and You must obtain Our consent to incur Hire Vehicle charges.

If You can satisfy Us that there is a valid claim under this insurance We will appoint the Hire Vehicle Company to contact You directly with a view to getting You mobile again as soon as reasonably possible. You will receive a copy of the Hire Vehicle Company's terms and conditions. It is a condition of this policy that You comply fully with the terms and conditions of the Hire Vehicle Company.

If You wish to take advantage of any options the Hire Vehicle Company may offer the cost of these upgrades and any administration fee will be Your responsibility.

### Conduct of Claim

1. You shall at all times co-operate with Us and provide to Us and the Claims Handler any evidence, documents and information of all material developments within a reasonable time scale and shall attend upon the Claims Handler when so requested at Your own expense.
2. The Event that gives rise to a claim on this policy must have been reported to Your motor insurers and You must be actively pursuing repairs and/or settlement.
3. We shall have direct access at all times to and shall be entitled to obtain from the Claims Handler any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Claims Handler which may be required for this purpose. You or Your Claims Handler shall notify Us immediately in writing of any offer or payment made with a view to settlement of Your Motor Insurance Claim.
4. We will not be bound by any promise or undertaking given by You to any other party without Our prior agreement.
5. Upon conclusion of the Hire Period We can take over and if necessary conduct proceedings in the name of the Insured Person to recover the hire costs of the Hire Vehicle or reimbursement of transport costs from the Third Party. The Insured Person must pay Us any sums by way of costs, charges or fees directly recovered from the Third Party to the extent of the sums paid under this policy.
6. If due to circumstances beyond Our control We cannot arrange a Hire Vehicle for You We may, at Our discretion, reimburse transportation costs up to the Claim Limit for the duration of the Hire Period. This may include your personal driving record not meeting the eligibility criteria of the Hire Vehicle Company.

### The Hire Vehicle

- a) You should comply fully with the terms and conditions of the Hire Vehicle Company.
- b) The Hire Vehicle is covered for use within the Territorial Limits only.
- c) It is Your responsibility to ensure that the Hire Vehicle is covered by a valid motor insurance policy issued by an insurer authorised and regulated by the Financial Conduct Authority and is adequate for Your use and needs. The Insured Person may have to purchase comprehensive insurance for the Hire Vehicle should they not meet the eligibility criteria of the insurance offered by the Hire Vehicle Company.
- d) It is Your responsibility to immediately report any problems with the Hire Vehicle to the Hire Vehicle Company.
- e) Any damage caused to the Hire Vehicle and any associated costs will be the responsibility of the Insured Person.

### Identification

When taking possession of the Hire Vehicle You must produce Your Full UK Driving Licence, taxi licence and any other identification as reasonably required by the Hire Vehicle Company.

## Section 3 - Vehicle Excess Protection

### What is covered?

1. Cover is provided for the Excess that You are responsible for following the successful settlement of any loss, destruction or damage claim for Your Motor Vehicle under Your Motor Insurance Policy in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. Where You were at fault the claim will be settled when ClaimEz are in receipt of the settlement letter from Your Motor Insurer. For claims where You are deemed either partially at fault or not at fault; it is Your responsibility to recover Your Excess from the third party. If Your Excess is not recovered from the third party within 6 months from the date of Incident, We will reimburse any Excess payment for which You have been made liable up to the Annual Aggregate Limit insured under this policy, subject to receipt of reasonable proof that all best efforts have been made to recover Your Excess. If, after We have reimbursed Your Excess payment, You manage to recover the Excess from the third party then this Excess amount must be made payable to Us.
2. Cover will only operate when the Excess of Your Motor Insurance Policy is exceeded and following the successful claim payment.  
The maximum amount payable under this policy will be the Annual Aggregate Limit as shown in Your Policy Schedule. Once the Annual Aggregate Limit is exhausted this policy is automatically cancelled and You are then liable for all and any future Excess payments as defined in Your Motor Insurance Policy.

### What is excluded?

1. Any claim that Your Motor Insurance Policy does not respond to or the Excess thereunder is not exceeded.
2. Any claim that is refused under Your Motor Insurance Policy.
3. Any Incident that occurs during the Waiting Period.
4. Any claim where the Motor Vehicle is being used;
  - a) for Commercial Use
  - b) for hire and reward
  - c) for any purpose in connection with the motor trade
  - d) in any competition, trial, performance test, race or trial of speed, including off-road events, whether between Motor Vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.
5. Any claim under Your Motor Insurance Policy which occurred prior to the Period of Insurance as shown on Your Policy Schedule that You were aware was an Imminent Claim.
6. Any claim notified to Us more than 31 days following the successful settlement of Your claim under Your Motor Insurance Policy.
7. Any contribution or deduction from the settlement of Your claim against Your Motor Insurance Policy other than the stated policy Excess for which You have been made liable.
8. Any claim that has been Waived or Reimbursed.
9. Any liability You accept by agreement or contract, unless You would have been liable anyway.
10. Any claim arising from glass repair or replacement.
11. Any claim arising from breakdown or misfuel.

12. Any claim resulting from war and/or terrorism.

### 13. Any claim resulting from:

- a) ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
- b) radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

### Conditions Applicable

1. Your Excess Protection Insurance will continue to respond for the Period of Insurance or until Your Annual Aggregate Limit is exhausted; whichever comes first.
2. Your Motor Insurance Policy must be maintained, current and valid.
3. The Insured Person must match the name of the individual stated on Your Motor Insurance Policy.
4. In the event that any misrepresentation or concealment is made by You or on Your behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.
5. Right of Recovery - We can take proceedings in Your name but at Our expense to recover for Our benefit the amount of any payment made under this policy.
6. Other Insurance - If You are covered by any other insurance for the Excess payable following the Incident, which results in a valid claim under this policy, We will only pay Our proportionate share of the claim.
7. You must take reasonable steps to safeguard against loss or additional exposure to loss.
8. We will only give You the cover that is described in this policy if You have complied with the terms and conditions under Your Motor Insurance Policy and all the terms and conditions of this insurance policy, as far as they apply.
9. If You make a claim under this policy that is found to be false or fraudulent in any way, the policy is void and any claim will not be paid.
10. This insurance is only valid if You are a permanent resident of the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
11. You and any Named Driver must have a current full and valid UK driving licence, or hold a full internationally recognised licence.
12. We have the right to approach any third party in relation to Your claim.

## How to Make a Claim under Section 3

Your claim will be handled on the insurer's behalf by ClaimEz. ClaimEz is an online web based system managed by Strategic Insurance Services Limited (SISL) who, whilst handling claims, is acting as an agent of the insurer. The claim process has been specifically designed to make it as quick and efficient as possible to process and handle Your claim.

You will be asked to provide Your scheme code which is shown on Your Policy Schedule.

If You have access to the internet:

Visit Our claims website: [www.claimEZ.com](http://www.claimEZ.com) where You will be able to register Your claim, enter all the necessary details and upload the documents that will be specified to You. Our internet solution is the quickest and easiest way to submit Your claim to Us.

If You do not have access to the internet:

Please call ClaimEz on 0203 503 0500 to notify Us of Your claim. Some initial details will be taken and You will then be sent a claim form by post to complete and return to Us along with supporting documentation that will be specified to You. When calling Us, please have Your policy number and scheme code to hand. Please note that a postal claim may take significantly longer to settle than an online claim; especially if We need to write to You to request additional information.

**Failure to follow these steps may delay or jeopardise the payment of Your claim.**

## Section 4 – Vehicle Breakdown (please refer to your Policy Schedule to confirm if cover is operative)

**If Your Vehicle breaks down please call Our 24 hour Control Centre on: 01384 887631**

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

- Your return telephone number
- Your policy number and Vehicle registration
- The precise location of Your Vehicle (or as accurate as You are able in the circumstances)

If You are deaf, hard of hearing or speech impaired, please send a text message containing Your full name, policy number, Vehicle registration and policy postcode to 07537 404890

Once We have taken Your details and made all the arrangements We will contact You to advise which Recovery Operator will be attending and how long they are expected to take. When possible, please ensure Your mobile phone is available to accept calls at all times in case We need to contact You. You will need to be with Your Vehicle when the Recovery Operator arrives. If You would prefer not to wait with the Vehicle or it is unsafe to do so, please inform Our Rescue Co-ordinator who will arrange a call on approach so You have sufficient time to return to the Vehicle.

It is Your responsibility to guard Your safety and abide by the rules of the Highway Code. Please advise Our Rescue Co-ordinator if You feel it is not safe to remain within eyesight of the Vehicle. In the event of a Breakdown on a motorway where You have no means of contacting Us or are unaware of Your location, please use the nearest SOS box and advise the Emergency Services of Our telephone number, they will then contact Us to arrange assistance. If the Police or Highways Agency are present at the scene, please advise them that You have contacted Us and provide them with Our telephone number to call Us on Your behalf.

### What is Covered?

- a) Roadside Assistance
- b) Local Recovery
- c) Alternative Travel UK
- d) Emergency Overnight Accommodation
- e) Caravans and Trailers
- f) Key Cover
- g) Misfuel Assist
- h) Redelivery
- i) Driver Illness/Injury
- j) Message Service
- k) Nationwide Recovery
- l) Homestart

### Capitalised Words

Capitalised words and phrases that appear in the wording below have a special significance. To aid Your understanding, these are set out within the full definitions in a separate section of this policy.

### Uninsured Service

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

### Change of Vehicle

Our policy only covers the Vehicle registered on Our database, therefore any change must be notified immediately by contacting the organisation You purchased this policy from. Please provide them with Your policy number, the new registration, make, model and colour of Your Vehicle and the date You wish to make the change.

### Call Recording

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

### Governing Law

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

### Language

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

### Measurements

All measurements are calculated using driving distances.

### Garage Repairs

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

### Multiple Vehicle Policies

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

### Signing Documentation

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

### Emergency Repairs

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

### What is covered?

Subject always to the Claim Limits;

### Roadside Assistance

In the event of a Breakdown within the Territorial Limits (UK), which occurs more than a one mile radius/straight line from Your Home Address and during the Period of Insurance, We will arrange and pay for a Recovery Operator to attend the Breakdown and where appropriate, spend up to 60 minutes to try and repair the Vehicle. Any claims made under any other section of cover must first have been considered and accepted for Roadside Assistance.

### Local Recovery

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

Either:

- Arrange and pay for Your Vehicle and the Passengers to be recovered to the nearest Suitable Garage which is able to undertake the repair within 10 miles from the scene of the Breakdown.

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, We will arrange for Your Vehicle and the Passengers to be recovered to Your chosen destination up to 10 miles from the scene of the Breakdown.

Any recovery of Your Vehicle and Passengers must take place at the same time as the initial callout otherwise You will have to pay for subsequent callout charges.

If Your Vehicle requires recovery, You must immediately inform Our Rescue Co-ordinator of the address You would like the Vehicle taken to. Once the Vehicle has been delivered to the nominated address, the Vehicle will be left at Your own risk.

### Alternative Travel UK\*

We will pay up to £250.00 towards the reasonable cost of alternative transport or a hire vehicle up to 1600cc to allow You to complete Your original journey. We will also pay up to £150.00 towards the reasonable cost of alternative transport for one person to return and collect the repaired Vehicle.

### Emergency Overnight Accommodation UK\*

We will pay up to £150.00 for a lone traveller or £75.00 per person towards the reasonable cost of overnight accommodation including breakfast for the Passengers whilst Your Vehicle is being repaired. The maximum Emergency Overnight Accommodation payment per incident is £500.00. Emergency Overnight Accommodation and Alternative Travel benefits are available under the following conditions following a Breakdown in the Territorial Limits (UK):

- The Vehicle must be repaired at the nearest Suitable Garage to the Breakdown location
- The Vehicle cannot be repaired the same working day
- The Breakdown did not occur within 20 miles of Your Home Address
- We will determine which benefit is offered to You by assessing the circumstances of the Breakdown and what is the most cost effective option for Us.
- \*These services may be offered on a pay/claim basis, which means that You must pay initially and We will send You a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from Our Rescue Co-ordinator. The policy will only pay for a hire vehicle which We deem is appropriate for Your requirements and is available at the time. We will only reimburse claims when We are in receipt of a valid invoice/receipt.

### Caravans and Trailers

If Your Vehicle suffers a Breakdown and Your caravan/trailer is attached, providing the caravan/ trailer is fitted with a standard towing hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), Your caravan/trailer will be recovered with Your Vehicle at no extra cost.

### Keys

If You lose, break, or lock Your Vehicle keys within Your Vehicle, We will pay the Callout and mileage charges back to the Recovery Operator's base or Your preferred destination if closer. All other costs incurred, including any Specialist Equipment needed to move the Vehicle, will be at Your expense.

### Misfuel Assist

In the event Your Vehicle's fuel tank is filled with the incorrect type of fuel, We will arrange and pay up to £250 (inclusive of VAT) for a Recovery Operator to either recover Your Vehicle and the Passengers to the Recovery Operator's base where a drain and flush to Your Vehicle's fuel tank can be conducted or, to conduct the fuel drain and flush at the roadside. Subject to the £250 claim limit, we will also provide 10 litres of correct fuel.

Occasionally misfuelling a Vehicle can cause extensive damage which a fuel drain and flush will not rectify. We cannot accept liability for any damage caused to Your Vehicle but if You would prefer for the fuel drain and flush to be conducted by Your preferred repairer, We will arrange and pay for a Recovery Operator to recover Your Vehicle and the Passengers to a repairer of Your choice within 20 miles of the scene of the Breakdown. Subject to the prior authorisation of Our Rescue Co-ordinator we will also reimburse up to £250 (inclusive of VAT) towards the cost of a fuel drain and flush, only when we have received copies of valid receipts.

### Redelivery

In the event that We are unable to repair Your Vehicle at the roadside and a Suitable Garage cannot accept the Vehicle the same working day. We will recover Your Vehicle and the Passengers to the Home Address or the address agreed in accordance with the type of cover You purchased. We will then arrange with You to collect the Vehicle and take it to the nearest Suitable Garage when they are able to accept the Vehicle.

Alternatively, if You would prefer to leave Your Vehicle unattended at a Suitable Garage which is closed. We will reimburse Your taxi fares for a journey of up to 20 miles from the Suitable Garage to the Home Address. We will only reimburse claims when We are in receipt of a valid invoice or receipt.

### Driver Illness/Injury

If You are unable to continue Your journey within the Territorial Limits (UK) due to illness or injury (a medical certificate will be required) during the Period of Insurance, provided none of Your Passengers are able to drive, We will provide an alternative driver to return the Vehicle to Your nominated destination within the Territorial Limits (UK).

### Message Service

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

### Nationwide Recovery

If Your Vehicle cannot be repaired by a Suitable Garage within the same working day, We will arrange and pay for Your Vehicle and the Passengers to be recovered to the Home Address, or if You would prefer and it is closer, Your preferred destination within the Territorial Limits (UK). Any recovery of Your Vehicle and the Passengers required must take place at the same time as the initial Callout otherwise You will have to pay for subsequent Callout charges.

If Your Vehicle requires recovery, You must immediately inform Our Rescue Co-ordinator of the address You would like the Vehicle taken to. Once the Vehicle has been delivered to the nominated address, the Vehicle will be left at Your own risk.

### Homestart

We will arrange and pay for a Recovery Operator to attend a Breakdown at or within a one-mile radius/straight line of Your Home Address and where appropriate, spend up to 60 minutes to try and repair the Vehicle.

If, in the opinion of the Recovery Operator, they are unable to repair the Vehicle within 60 minutes at the roadside, We will arrange and pay for Your Vehicle and the Passengers to be recovered to the nearest Suitable Garage which is able to undertake the repair within 10 miles from the scene of the Breakdown.

Any recovery of Your Vehicle and Passengers must take place at the same time as the initial callout otherwise You will have to pay for subsequent callout charges.

If Your Vehicle requires recovery, You must immediately inform Our Rescue Co-ordinator of the address You would like the Vehicle taken to. Once the Vehicle has been delivered to the nominated address, the Vehicle will be left at Your own risk.

### Policy Exclusions

#### Applying to Section 4:

This insurance does not cover the following: -

1. a) Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the Vehicle with a standard 50mm tow ball coupling hitch.
- b) Breakdowns or Accidents to the caravan or trailer itself.
2. Assistance following: theft, fire, or vandalism.
3. Any costs incurred to attend the Vehicle due to faults with electric windows, sun roofs, broken windows/windcreens or locks not working which prevent the Vehicle from being parked securely, unless the fault occurs during the course of a journey and Your safety is compromised.
4. Breakdowns caused by a failure to maintain the Vehicle in a roadworthy condition including the routine servicing of the Vehicle in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.
5. Specialist Equipment, additional manpower and/or recovery vehicles, or where a recovery further than 10 miles from the scene of the Breakdown if Your Vehicle is immobilised due to snow, mud, sand, water, ice, or a flood.
6. Breakdowns caused by overloading of the Vehicle or carrying more Passengers than it is designed to carry.
7. Any subsequent Callouts for any symptoms related to a claim which has been made within the last 28 days, unless Your Vehicle has been fully repaired at a Suitable Garage, declared fit to drive by the Recovery Operator or is in transit to a pre-booked appointment at a Suitable Garage.
8. The recovery of the Vehicle and Passengers if repairs can be carried out at or near the scene of the Breakdown within the same working day. If Vehicle and Passenger recovery is required We will only recover to one address in respect of any one Breakdown.
9. Any Vehicle which is not listed on Your Policy Schedule as being eligible for breakdown cover with Us.
10. Any request for service if the Vehicle is being used for motor racing, rallies, rental, hire, any contest or speed trial including practice. Where the Vehicle is being used for public hire, private hire or courier services, this must have been declared to Us and such use of the Vehicle is shown on the attached Policy Schedule.
11. Assistance if the Vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
12. The cost of any parts, components or materials used to repair the Vehicle.
13. Repair and labour costs other than an hour's roadside labour at the scene.
14. The use of Specialist Equipment occasionally required because the Vehicle is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of assistance.
15. The cost of draining or removing contaminated fuel.
16. Storage charges.
17. Any claim within 24 hours of the time the policy is purchased.
18. Any Breakdown that occurred before the policy commenced, the Vehicle was placed on cover, or before the policy was upgraded.
19. More than six Callouts per insured Vehicle in any one Period of Insurance. Should You change Your Vehicle mid-term, the number of Callouts provided to the previous Vehicle(s) will be carried forward.
20. Claims totalling more than £15,000 in any one Period of Insurance.
21. Any costs or expenses not authorised by Our Rescue Co-ordinators prior to being incurred.
22. The cost of food (apart from breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
23. Any charges where You or the Emergency Services arrange assistance or repairs by other means unless We have agreed to reimburse You.
24. Any damage or loss to Your Vehicle or its contents caused by the Recovery Operator. It is Your responsibility to ensure personal possessions are removed prior to Your Vehicle being transported.
25. Nothing in this policy limits Our liability for death or personal injury caused by the negligence of Us or Our employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
26. Any charges where You, having contacted Us, effect recovery or repairs by other means unless We have agreed to reimburse You.
27. Any cost that would have been incurred if no claim had arisen.
28. Any false or fraudulent claims.

29. The cost of fuel, oil or any insurance/excess in relation to a claim for a hire vehicle.
30. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the Breakdown within the same working day.
31. Recovery of the Vehicle or Your transport costs to return the Vehicle to Your Home Address once it has been inspected or repaired.
32. We will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, We will not pay for You to collect Your Vehicle from a repairer or for any time that has to be taken off work because of a Breakdown.
33. Any cost incurred as a result of Your failure to comply with requests by Us or the Recovery Operator concerning the assistance being provided.
34. A request for service following any intentional or wilful damage caused by You to Your Vehicle.
35. Fines and penalties imposed by courts.
36. Any cost recoverable under any other insurance policy that You may have.
37. Any cover which is not specifically detailed within this policy.
38. 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.
39. Any direct or indirect liability, loss or damage caused:
  - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - b) by computer viruses.
 This does not apply to legal proceedings connected with claiming compensation following Your death or bodily injury.
40. Any claim or expense of any kind caused directly or indirectly by:
  - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
  - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
41. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
42. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of Terrorism.

## Conditions

### Applying to Section 4:

1. We will provide cover if
  - a) You have met all the terms and conditions within this insurance.
  - b) The information provided to Us, as far as You are aware, is correct.
2. Details of Your cover may not reach Us by the time assistance is required. In this unlikely event, We will assist You however before assistance can be provided We will ask to take a pre- authorisation on a credit or debit card for the estimated cost of the assistance. If we receive confirmation that You have adequate cover the reserved funds will be released. If We receive confirmation that You do not have adequate cover We will take payment for any uninsured costs.
3. The driver of the Vehicle must remain with or nearby the Vehicle until help arrives.
4. If a Callout is cancelled by You and a Recovery Operator has already been dispatched, You will lose a Callout from Your policy. We recommend You to wait for assistance to ensure the Vehicle is functioning correctly. If You do not wait for assistance and the Vehicle breaks down again within 12 hours, You will be charged for the second and any subsequent Callouts.
5. We reserve the right to charge You for any costs incurred as a result of incorrect location details being provided.
6. We have the right to refuse to provide the service if You or Your Passengers are being obstructive in allowing Us to provide the most appropriate assistance or are abusive to Our Rescue Co- ordinators or the Recovery Operator.
7. The Vehicle must be registered to and ordinarily kept at an address within the Territorial Limits (UK) and You must be a permanent resident within the Territorial Limits (UK).
8. Vehicles must be located within the Territorial Limits (UK) when cover is purchased and commences.
9. If in Our opinion the Vehicle is beyond economical repair or the cost of the claim is likely to exceed the market value of the Vehicle in its current condition following the Breakdown, We have the option to pay You the market value of the Vehicle in its current condition and pay Your transportation costs to Your Home Address. It will be Your responsibility to apply for a Certificate of Destruction or other such document and You will be required to pay for any storage costs whilst this is obtained. If You would prefer the Vehicle to be transported to Your Home Address or original destination, this can be arranged but You will need to pay any costs which exceed the market value of the Vehicle in its current condition. If the Vehicle is beyond economical repair, You will have one week to advise Us of how You wish to transport or dispose of the Vehicle. If You do not contact Us within one week You consent to Us to dispose of the Vehicle.
10. If We are able to repair Your Vehicle at the roadside, You must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.
11. In the event You use the service and the claim is subsequently found not to be covered by the policy You have purchased, We reserve the right to reclaim any monies from You in order to pay for the uninsured service.
12. We may decline to provide service under this policy if You already owe us money in respect of another claim made under this policy.
13. If You have a right of action against a third party, You shall co-operate with Us to recover any costs incurred by Us. If You are covered by any other insurance policy for any costs incurred by Us, You will need to claim these costs and reimburse Us. We reserve the right to claim back any costs that are recoverable through a third party.
14. Recovery Operators comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting Your Vehicle.
15. The transportation of livestock (including dogs) will be at the discretion of the Recovery Operator. We will endeavour to help arrange alternative transport but You will need to pay for this service immediately by credit or debit card.
16. Regardless of circumstances, We will not be held liable for any costs incurred if You are unable to make a telephone connection to any numbers provided.
17. The policy is not transferable.

### Statement of Demands and Needs

This section of cover meets the demands and needs of persons wishing to ensure that they are covered in the event of a Breakdown. As with any insurance, it does not cover all situations and You should read the terms and conditions of this policy to make sure that it meets Your specific needs.

## General Policy Conditions

### Observance

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

### Recovery of Costs

You should take all reasonable steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay You all or any costs charges, fees, expenses or compensation You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

### Arbitration

Any dispute between You and Us, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If we cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

### Fraud

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

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

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

### Financial Crime statement

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Period of Insurance We may cancel this policy immediately by recorded delivery letter to the correspondence address shown on the Policy Schedule. Please note that You will not be entitled to a pro-rata refund of premium under these circumstances.

### Royal & Sun Alliance Insurance plc Privacy Policy

Your privacy is important to Us and We are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how We use the information We collect about You and how You can exercise Your data protection rights. You can view our full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>. If You're unable to access the link or have any questions or comments about Our privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

You can also email us at [prt.halifax@uk.rsagroup.com](mailto:prt.halifax@uk.rsagroup.com)

### Legal Insurance Management Ltd Privacy Notice

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

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

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

### Allianz Global Assistance Privacy Notice

We care about your personal data.

This summary and our full privacy notice explain how Allianz Global Assistance protects your privacy and uses your personal data.

Our full Privacy Notice is here <https://www.allianz-assistance.co.uk/privacy-notice/>

If a printed version is required, please write to us at Allianz Global Assistance, 102 George Street, Croydon, Surrey CR9 6HD FAO: Legal and Compliance Department.

### How will we obtain and use your personal data?

We will collect your personal data from a variety of sources including:

- Data that you provide to us; and
- Data that may be provided about you from certain third parties such as vehicle recovery operators in the event of a vehicle breakdown.

We will collect and process your personal data in order to comply with our contractual obligations and/or for the purposes of our legitimate interests including:

- Entering into or administering contracts with you;
- Informing you of products and services which may be of interest to you.

### Who will have access to your personal data?

We may share your personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on our behalf;
- Organisations who we deal with which provide part of the service to you such as your car hire company; To meet our legal obligations including providing information to the relevant ombudsman if you make a complaint about the product or service we have provided to you

We will not share information about you with third parties for marketing purposes unless you have specifically given us your consent to do so.

### How long do we keep your personal data?

We will retain your personal data for a maximum of seven years from the date the insurance relationship ends. If we are able to do so we will delete or anonymise certain areas of your personal data as soon as that information is no longer required for the purposes for which it was obtained.

### Where will my personal data be processed?

Your personal data may be processed both inside and outside the European Economic Area (EEA).

Whenever we transfer your personal data outside the EEA to other Allianz Group companies, we will do so on the basis of Allianz's approved binding corporate rules (BCR). Where

Allianz's BCR do not apply, we take steps to ensure that personal data transfers outside the EEA receive an adequate level of protection

#### What are your rights in respect of your personal data?

You have certain rights in respect of your personal data. You can:

- Request access to it and learn more about how it is processed and shared;
- Request that we restrict any processing concerning you, or withdraw your consent where you previously provided this;
- Request that we stop processing it, including for direct marketing purposes; Request that we update it or delete it from our records; Request that we provide it to you or a new insurer; and
- To file a complaint.

#### Automated decision making, including profiling

We carry out automated decision making and/or profiling when necessary.

#### How can you contact us?

If you would like a copy of the information that we hold about you or if you have any queries about how we use your personal data, you can contact us as follows:

By post: Data Protection Officer, AWP Assistance UK Ltd, 102 George Street, Croydon, Surrey CR9 6HD  
By telephone: 0208 603 9853  
By email: [AzPUKDP@allianz.com](mailto:AzPUKDP@allianz.com)

#### Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

#### Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

#### Reasonable Care

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

#### Cancellation

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to Your agent within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing Your agent however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

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

Where our investigations provide evidence of fraud or a serious non-disclosure, 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, which may result in your policy being cancelled from the date you originally took it out.

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, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

#### Acts of Parliament

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland and under European Law where applied in the United Kingdom.

#### Claims & Helpline Service

We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

#### Consumer Insurance Act

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

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy
- b) to make sure that all information supplied as part of your application for cover is true and correct
- c) tell us of any changes to the answers you have given as soon as possible.

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

#### Our Promise To You

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

#### Policy Administrator and Insurer (applicable to Sections 1, 2 and 4)

This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

#### Policy Administrator and Insurer (applicable to Section 3 only)

This policy is underwritten by AWP P&C SA, part of the Allianz Group. Insurance is administered by Allianz Global Assistance, a trading name of AWP Assistance UK Ltd. Both companies' details can be checked on the Financial Services Register at <https://register.fca.org.uk>. Claims are administered and managed by Strategic Insurance Services Limited (SISL) authorised and regulated by the Financial Conduct Authority (FCA). FCA firm reference number is 307133.

Registered Office: 35 Ballards Lane, London, N3 1XW, United Kingdom. Postal Address: PO Box 70931, London, SW20 2EE

#### Call Recording

To help Us provide a quality service, Your telephone calls may be recorded. Legal Insurance Management Ltd, Firm Reference Number 552983, is authorised and regulated by the Financial Conduct Authority.

#### Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

#### Complaints Procedure (applicable to Sections 1, 2 and 4)

In the event of a complaint arising under this insurance, You should in the first instance write to:

The Managing Director  
Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF

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

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

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
T: 0300 123 9123  
E: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
W: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

#### Complaints Procedure (applicable to Section 3 only)

We do everything possible to make sure that the Insured receives a high standard of service. If the Insured is not satisfied with the service received, they should address their enquiry/ complaint to:

#### For sales complaints:

Kindertons Limited  
Kindertons House  
Marshfield Bank  
Crewe  
Cheshire  
CW2 8UY

#### For claim complaints:

The Customer Care Manager  
ClaimEz (SIS)  
PO Box 70931  
London  
SW20 2EE  
[customer-care@claimez.com](mailto:customer-care@claimez.com)

Please provide full details of the policy and in particular the Insured's policy/claim number to help the enquiry to be dealt with speedily.

If the complaint is not resolved the Insured may be able to refer the complaint to the Financial

Ombudsman Service (Ombudsman): -

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
T: 0300 123 9123  
E: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
W: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
These procedures do not affect the Insured's right to take legal action.

#### Compensation Scheme

The Insurers detailed within the Schedule 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](http://www.fscs.org.uk)