ZURICH®

Motor policy

Zurich Private Clients

Welcome to Zurich Private Clients

Firstly, may we take this opportunity to thank you for choosing Zurich Private Clients to protect your motor vehicles. Our intention is to provide the very best in cover to protect your assets along with the highest level of service. We take the greatest care to ensure that we meet the exceptional standards our clients have come to expect.

At Zurich Private Clients, we continually strive to enhance the quality of our service and products. Each client is entitled to a personal home visit and the services of a dedicated client manager if you choose to insure your home with Zurich Private Clients. Combined with a true 365-days 24-hours claims service, this contributes significantly to the exceptional quality and personal service that Zurich Private Clients provides.

Within Zurich Private Clients, we have created a highly professional team with a wealth of specialist knowledge and experience.

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Introduction

This **policy** booklet, along with **your statement of fact**, most recent **schedule**, any **amendment to cover** notice and **your** agreement to pay the premium, forms the contract between **you** and all other **policyholders** and **us**. The contract is based on the information **you** and all other **policyholders** provided to **us** either at commencement of cover or renewal. The **policy** booklet explains in detail the covers, as well as **your** responsibilities and any conditions **you** must comply with.

Please read the entire **policy** booklet and **your schedule** carefully to ensure that **you** and all the other **policyholders** understand them and to ensure that they have been prepared in accordance with the cover **you** and they have requested. If they are not correct, please return them immediately and **we** can make the necessary changes.

Your policy booklet details all the covers available when **you** purchase a personal insurance **policy** from **us**. However, not all the covers may be applicable and **your schedule** will show which covers are in force and the amounts insured where appropriate. **You** may request to increase or add elements of cover under this **policy** where required.

If **you** have home and contents insurance with Zurich Private Clients **you** will receive a separate **policy** booklet that will need to be read along with **your** most recent **schedule** and any **amendment to cover notice.**

You must inform **us** if any of the information on which this insurance is based changes. Failure to do so may result in **your** insurance no longer being valid and claims not being met. If in doubt about any change please inform **us**. If **your policy** is amended as a result of any change, **we** will be entitled to vary the premium and terms for the rest of the **period of insurance**. **You** should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

If **you** replace **your vehicle** or make changes to the drivers, or how **you** use it, **your** insurance will no longer be valid and claims will not be met until either a cover note or certificate of insurance has been issued. If **you** make any changes to **your vehicle your** insurance will not be valid until **we** have agreed to accept them.

At renewal of **your policy**, **you** will be provided with an updated **schedule**. If there have been any changes to the cover provided under **your policy**, **you** will receive either an **amendment to cover notice** or a new **policy** booklet.

Your cancellation rights

If **you** decide that the **policy** does not meet **your** requirements (or any future renewal of the **policy**) please return it to **us** (or **your** insurance intermediary) using the contact details provided on the covering letter within 14 days of receiving it (or for renewals within 14 days of **your policy** renewal date). If no claims have been made **we** will refund the entire premium **you** have paid for the **period of insurance**. After 14 days any return premium will be dealt with as detailed in the 'Cancellation by you' condition of the general policy conditions. No refund will be given if a claim has been paid or is outstanding at the time of cancellation.

Important notes

Policy administration

Zurich Private Clients policies are issued by Zurich Insurance plc which holds **your** details in accordance with the Data Protection Act 1998. In order to administer **your** insurance **policy** and any claims made against the **policy**, Zurich Insurance plc may share personal data provided to **us** with other companies within the Zurich Financial Services Group and with business partners, including overseas companies. If **we** do transfer **your** personal data, including where **we** propose a change of underwriter, **we** make sure that it is appropriately protected.

Product and services

Unless you have advised us otherwise **we** may share personal data that **you** provide within the Zurich Financial Services group and with other companies that **we** establish commercial links with so **we** or they may contact **you** (by mail, e-mail, telephone or other appropriate means) in order to advise **you** about carefully selected products, services or offers that **we** believe will be of interest to **you**. If **you** do not wish **us** to do this please advise **us** accordingly by calling 0800 169 7179.

Fraud prevention and detection

In order to prevent and detect fraud **we** may, at any time share information about **you** with other organisations and public bodies including the police, 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 help make decisions about the provision and administration of insurance, credit and related services for **you**; trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies and check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity; undertake credit searches and additional fraud searches.

Claims reporting

We can supply on request further details of the databases **we** access or contribute to. When **you** tell **us** about an **incident, we** will pass information relating to it to a database. **We** may also search these databases when **you** apply for insurance, in the event of any **incident** or claim, or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the **policy** or claim.

Definitions

The words and phrases below have the same special meaning throughout this **policy** and are defined below or within the cover part of this **policy** booklet where they are used or have a separate meaning. Throughout the **policy**, any words with a specific meaning will be in bold type.

In this **policy** the words **you**, **your** and **yours** refer to the person named as **policyholder** in **your certificate of motor insurance,** any spouse, partner or member of **your** family who is named in **your certificate of motor insurance.**

The words **we**, **us**, **our** and **ours** mean Zurich Insurance plc unless another underwriter is shown in a **policy** section.

Accidental death and dismemberment amount

The following types of loss and subsequent benefits up to £100,000:

- **loss of life** £100,000
- **loss of speech** or **loss of hearing** and one of the following; **loss of one hand**, **loss of one foot**, **loss of sight** in an eye £100,000
- loss of a combination of any two of the following; **loss of one hand**, **loss of one foot**, **loss of sight** in an eye £100,000
- **loss of speech** and **loss of hearing** £100,000
- **loss of both feet** £100,000
- **loss of both hands** £100,000
- **loss of sight** in both eyes £100,000
- **loss of speech** £50,000
- **loss of hearing** £50,000
- **loss of one hand** £50,000
- **loss of one foot** £50,000
- **loss of sight** in one eye £50,000
- **loss of thumb and index finger** £25,000
- **mutilation** £25,000.

Accidental death and dismemberment loss

The **loss of life**, **loss of speech**, **loss of hearing**, **loss of one hand**, **loss of both hands**, **loss of one foot**, **loss of both feet**, **loss of sight**, **loss of sight of both eyes**, **loss of thumb and index finger**, or **mutilation** from a **car jacking incident** and satisfying all of the following:

- it is sudden, unexpected and unforeseen
- it is independent of any illness, disease or other bodily malfunction
- it arises from a source external to the victim
- it occurs within 12 months of the **incident**.

Definitions

Agreed value

If **you** have chosen to insure **your vehicle** on an **agreed value** basis, this is the amount shown on **your schedule** which represents the value of **your vehicle** agreed by **you** and **us**. This is the most **we** will pay **you** if **your vehicle** is lost or totally destroyed.

Amendment to cover notice

The most recent **amendment to cover notice we** have issued to **you**.

Beneficiary

The person or entity to be paid the benefit if a **victim** suffers a covered **loss of life**, in the following order:

- spouse of the **victim** who lived with the **victim**
- domestic partner of the **victim** who lived with the **victim** if there is no spouse
- equal shares to the surviving children of the **victim** if there is no domestic partner
- equal shares to the surviving parents of the **victim** if there are no children
- equal shares to the surviving siblings of the **victim** if there are no parents
- the estate of the **victim** if there is none of the above.

Bodily injury

Physical bodily harm, including resulting sickness, disease or death resulting from physical bodily harm.

Car jacking

The forced and unlawful removal or detention of **you** whilst operating or occupying a private passenger vehicle, motorcycle or motorhome that **you** own or rent; or the forced and unlawful removal or detention of an **insured relative** whilst operating or occupying the private passenger vehicle, motorcycle or motorhome with **your** permission.

Certificate of Motor Insurance

The current document that proves **you** have the motor insurance required by law.

Damages

The amount required to satisfy a claim, whether settled or agreed to in writing by **us** or resolved by judicial procedure.

Excess

The first amount of each and every claim which **you** must pay.

Incident

Any loss or accident to which this insurance applies, including continuous or repeated exposure to the same general conditions, which first occurs during the **period of insurance.**

Insured person

Any permitted user legally entitled to drive in accordance with the **Certificate of Motor Insurance**.

Insured relative

The following relatives of the person named in **your policy schedule** and a spouse or partner who lives with that person:

- children, their children or other descendents of theirs
- parents, grandparents or other ancestors of theirs, including adoptive parents, stepparents and stepgrandparents
- siblings, their children or other descendents of theirs

who do not live with **you**, including spouses or domestic partners of all of the above.

Definitions

Loss of one foot or both feet	The permanent and total loss of function of either one or both feet as determined by a physician.
Loss of one hand or both hands	The permanent and total loss of function of either one or both hands as determined by a physician.
Loss of hearing	The permanent and total **loss of hearing** in both ears as determined by a physician.
Loss of life	Death, including clinical death, as determined by a medical examiner or similar local medical authority.
Loss of sight	The permanent and total **loss of sight** in either one or both eyes as determined by a physician.
Loss of speech	The permanent loss of the capability of speech as determined by a physician.
Loss of thumb and index finger	The permanent and total loss of function of a thumb and index finger, on the same hand, as determined by a physician.
Loss or damage	Physical **loss or damage** caused by forcible, visible, violent or external means.
Market value	The cost, which **we** decide, of replacing **your vehicle** or accessories or both with one of a similar type, age and condition.
Medical expenses	The reasonable charges for medical (excluding psychiatric), surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral expenses.
Mutilation	The complete severance of an entire finger, toe, ear, nose or genital organ, as determined by a physician.
Period of insurance	The period of time covered by this **policy** as shown on **your schedule** and any further period for which **we** agree to insure **you.**
Policy	**Your** entire Zurich Private Clients **policy** including **your** most recent **schedule, certificate of motor insurance, statement of fact or proposal form** and any **amendment to cover notice**.
Policyholder	The person(s) named in the **schedule** who is the registered keeper and legal owner of any vehicle covered under this **policy**.
Pollutant	Any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, biological agents and waste.
Property damage	Physical injury to, or destruction of, tangible property including the loss of its use.
Proposal form/statement of fact	Contains the information provided by **you** together with the statement and declaration on which this **policy** is based. Along with this **policy** booklet, **your** most recent **schedule**, any **amendment to cover notice** and **your** agreement to pay the premium it forms the contract between **you** and **us**.

Definitions

Road rage	Actual physical **bodily injury** to **you** or **your** chauffeur by a violent person while **you** or **your** chauffeur are in a private motor vehicle insured under this **policy**.
Schedule	Details the names of the **policyholder(s)** and the cover the **policy** provides.
Territorial limits	European Union, Croatia, Liechtenstein, Norway, Iceland, Switzerland and whilst in transit by rail, sea, land (not under the vehicle's own power) or air to or from any countries listed in the **territorial limits**.
United Kingdom	England, Wales, Northern Ireland, Scotland, Isle of Man and Channel Islands.
Victim	**You** or an **insured relative** who suffers an **accidental death and dismemberment loss** after a **car jacking incident**.
Your vehicle	The vehicle or vehicles which **you** describe on the **proposal form/ statement of fact** or which are shown on **your** most recent **schedule** or which **you** later advise **us** about and which **we** have accepted.

Vehicle loss or damage cover

How we will settle your claim

Amount of cover

The maximum **we** will pay is the **market value** of the vehicle or the **agreed value** if **you** chose to insure the vehicle on an **agreed value** basis and the **agreed value** is shown on **your schedule**.

Payment basis

For a covered loss to **your vehicle**, **we** will settle **your** claim as follows:

Total loss

If **your vehicle** is stolen or it is totally destroyed, **we** will deem the **vehicle** to be a total loss and will pay **you** the vehicle's **market value** unless **you** chose to insure the vehicle on an **agreed value** basis and the **agreed value** is shown in **your schedule**.

We will reduce **our** payment by any amount paid for a previous loss to that vehicle if the damage was not repaired.

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

Your vehicle will be deemed a total loss when in **our** opinion it is beyond economical repair.

When **we** settle a claim as a total loss, the salvage becomes **our** property.

When **we** settle a claim as a total loss, **we** may be required to settle any outstanding finance or hire purchase agreement direct with the lender and deduct it from the amount payable to **you**.

Once a vehicle has been treated as a total loss following an incident and **we** consider **you** are at fault, no refund of premium will be given and any replacement vehicle added to the **policy** will be subject to an additional premium calculated on a pro-rata basis, until the next renewal date.

Partial loss

If **your vehicle** is partially damaged, **we** will pay the amount required to repair or replace, whichever is less, the damaged parts without deduction for depreciation, up to the amount of cover for each **incident**.

When a part cannot be repaired **we** will replace the damaged parts with the original manufacturer's parts subject to availability.

If **your vehicle** is partially damaged, **you** may wish to select **your** own repairer or use one of **our** recommended repairers. Alternatively, repair of the vehicle may be arranged with one of **our** quality assured repairers who guarantee all bodywork repairs for three years.

No repairs can commence without **our** prior approval.

Vehicle loss or damage cover

Vehicle transportation

Following a valid claim for **loss or damage** to **your vehicle we** will pay the reasonable cost of taking **your vehicle** to be repaired and returning it to **you** at the address shown on **your schedule** when the repairs are complete.

New vehicle replacement

Following a covered loss, **we** will replace **your vehicle** (subject to availability) with a new vehicle of the same make, model and specification provided it was registered as new in the **United Kingdom** less than 12 months prior to the **loss or damage** and:

- the cost of repairing any damage is more than 60% of the vehicle's list price (including vehicle, tax and VAT) when **you** purchased the vehicle or
- **your vehicle** is stolen and not recovered within 30 days.

We will only replace the vehicle with a new one if:

- **you** have chosen to insure the vehicle on its **market value** and there is not an **agreed value** shown on **your schedule**
- **you** own the vehicle or are purchasing it under a hire purchase agreement. A vehicle that is subject to any type of leasing or contract hire agreement is not eligible for replacement
- all interested parties agree with the vehicle being replaced.

Excess

An **excess** shown on **your schedule** applies to each and every covered loss unless stated otherwise.

Total loss

The **excess** shown on **your schedule** does not apply if the vehicle is a total loss as a result of fire, theft or attempted theft.

Multiple loss

If a covered loss involves two or more vehicles listed in **your schedule**, only the highest of the **excesses** listed in **your schedule** will apply to the loss.

If the covered loss involves both a vehicle listed in **your schedule** and a loss under any part of a Zurich Private Clients home or contents **policy**, only the highest of the **excesses** will apply to the loss.

Young driver

If **your vehicle** is being driven by a person under the age of 21, an **excess** of £250 will apply in addition to the **excess** shown on **your schedule** unless stated otherwise.

If **your vehicle** is being driven by a person under the age of 21 and they have held a full driving licence for less than 12 months, an **excess** of £500 will apply in addition to the **excess** shown on **your schedule** unless stated otherwise.

Motor trade/valet/chauffeur

If **your vehicle** is being driven by any of the following **we** will not apply any **excess** regardless of the driver's age:

- a member of the motor trade while it is in their custody for maintenance or repair
- a valet as part of a valet parking service
- a chauffeur **we** have provided under the European Breakdown section of **your policy**.

Uninsured driver

If **your vehicle** is involved in an incident with an uninsured third party and **we** consider **you** are not at fault, **we** will not apply an **excess** to **your vehicle** claim.

Vehicle loss or damage cover

What is covered

Under vehicle **loss or damage** cover **we** will pay for all **loss or damage** to **your vehicle** occurring anywhere within the **territorial limits,** unless stated otherwise in **your policy** or unless an exclusion applies.

We will pay for all **loss or damage** to any spare parts or accessories belonging to **your vehicle** whilst the spare parts or accessories are either in **your vehicle** or in **your** private garage.

Additional covers

These covers are included in **your vehicle loss or damage** cover and are in addition to the sum insured for **your vehicle,** unless stated otherwise in **your policy** or an exclusion applies.

If vehicle **loss or damage** cover applies to any vehicle on **your schedule**, the same **excess** applies to the additional covers unless stated otherwise.

Permanent sound and visual equipment

In the event of **loss or damage** to a vehicle listed on **your policy schedule**, **we** will pay for the following equipment providing it is permanently installed or is removable from a housing unit permanently installed in the vehicle:

- sound reproducing, receiving or transmitting equipment
- equipment to view visual recordings
- global positioning and navigational systems
- data processing equipment
- games consoles and accessories
- scanning monitors, radar and laser detectors
- any similar equipment including accessories and antennas.

The equipment must be designed to be solely operated by use of the power from the electrical system of the vehicle and in, or on, the vehicle at the time of the loss.

Payments under this cover do not increase the amount of cover for **your vehicle**.

There is no **excess** for this cover and a loss will not affect **your** No Claims Discount.

Glass cover

If the glass in the windows or sunroof is damaged, **we** will pay for its replacement or repair, including the repair of any resulting scratching of surrounding bodywork.

An **excess** of £100 applies if the glass is replaced, but not if the glass is repaired.

A loss under this cover will not affect **your** No Claims Discount.

Lock replacement

We will pay for **loss or damage** to ignition cards, vehicle keys, ignition keys, steering lock keys, immobiliser keys, alarm transmitters, tracking system transponders, lock transmitters, garage door transmitters and any locks associated with these.

There is no **excess** for this cover and a loss will not affect **your** No Claims Discount.

Vehicle loss or damage cover

Hire vehicle provision

If **your vehicle** cannot be used because of a covered loss, **we** will provide **you** with a replacement vehicle for the period of time that **your vehicle** is being repaired or until the claim is settled.

If the courtesy car provided does not meet **your** requirements**, we** will provide **you** with a hire car of a similar specification to the vehicle which is the subject of **your** claim. **We** will pay the cost of the replacement vehicle for the period of time that **your vehicle** is being repaired, or until the claim is settled up to a maximum of £4,000 for any one **incident**.

Temporary substitute vehicle

If a vehicle listed on **your policy schedule** is unavailable for normal use because of its breakdown, repair, servicing, loss or destruction, **your policy** automatically covers **loss or damage** to a temporary substitute vehicle with an engine capacity of up to 3,000cc, provided it is not a hired vehicle and there are no charges for the use of the vehicle.

Alternatively, if a vehicle listed on **your policy** schedule is unavailable for normal use because of its breakdown, repair, servicing, loss or destruction **we** will consider providing cover for **loss or damage** to any vehicle of a similar specification used as a temporary substitute vehicle, subject to all the same terms and conditions of **your policy** at additional cost, provided **you** have **our** prior written consent.

We do not cover temporary substitute vehicles which are being used for any purpose other than replacing that vehicle whilst it is out of normal use.

Personal effects

We will pay up to £1,000 for contents in **your vehicle** if they are lost or damaged as a result of an accident, fire, theft or attempted theft. However, if the **loss or damage** is as a result of theft or attempted theft, **we** will only pay if the contents are hidden from view, the **vehicle's** windows are closed and all the doors and the boot or luggage compartment are locked when the **vehicle** is unattended.

There is no **excess** for this cover and a loss will not affect **your** No Claims Discount.

Foreign use of your vehicle

We will pay for **loss or damage** whilst **your vehicle** is in the **territorial limits,** providing **your vehicle** is normally kept in the **United Kingdom** and use of **your vehicle** for visits to countries outside the **United Kingdom** is of a temporary nature and does not exceed 90 days for any one visit.

If, after 90 days, **your vehicle** does not return to the **United Kingdom,** cover will be restricted to the minimum cover necessary to comply with the laws on compulsory insurance of motor vehicles in that country.

Following a covered loss under **your policy, we** will also pay any foreign custom's duty **you** must pay after temporarily importing **your vehicle** into any country within the **territorial limits,** or if **loss or damage** to **your vehicle** prevents its return to the **United Kingdom**.

If **you** use **your vehicle** outside the **territorial limits you** are not covered under this **policy,** unless **we** have been informed, in advance, of the details of the proposed trip and **we** have confirmed cover in writing.

Vehicle loss or damage cover

Emergency expenses

If **your vehicle** cannot be used because of a covered loss under this **policy** and **you** are more than 50 miles from **your** nearest home, **we** will pay reasonable expenses up to a maximum of £500 for emergency or onward transportation costs to reach **your** destination, as well as up to a maximum of £500 towards overnight accommodation, meals and telephone expenses for **you** and **your** passengers.

Future disability

If following **loss or damage** to **your vehicle** which results in a valid claim under this **policy**, **you** or a member of **your** family are registered disabled as a result of the **loss or damage**, **we** will pay up to £5,000 towards the cost of suitable modifications to **your vehicle**.

Loss of road fund licence

If **your vehicle** is declared a total loss following a valid claim under this **policy, we** will pay for the unexpired portion of the road fund licence **you** are unable to recover from the licencing authorities.

Revocation of driving licence

On notice being given to **us** that **your** driving licence has been revoked by the DVLA due to ill health, **we** will delete **you** as a driver from this **policy** and issue any return premium due. In addition, **we** will pay **you** up to £1,000 towards the cost of funding alternative transport for a maximum period of six months.

Inability to drive due to injury

If following a fault accident, which results in a valid claim under this **policy**, **you** or **your** spouse are injured and unable to drive and this is confirmed by a physician, **we** will pay **you** up to £1,000 towards the cost of alternative transport costs for a maximum period of six months. **We** will not pay under this cover for any alternative transport costs incurred within the first seven days after the loss or for an **incident** in which the **insured person** obtained a driving conviction.

Luggage trailer

We will pay up to £1,000 for **loss or damage** to a luggage trailer, regardless of whether it is attached to **your vehicle** at the time of the **loss or damage**.

Child car seats

If **you** have a child car seat in **your vehicle** and **your vehicle** is involved in an accident or damaged following fire or theft, **we** will replace the child car seat with a new one of equivalent quality, even if there is no apparent damage to the child car seat.

No Claims Discount scale

If **you** do not make a claim during the **period of insurance**, **we** will reduce **your** renewal premium as follows:

Claim-free years	No Claims Discount
1	35%
2	45%
3	55%
4	60%
5 or more	65%

Vehicle loss or damage cover

If **you** make one or more claims during any **period of insurance**, **we** step **your** No Claims Discount back as follows:

Next renewal No-Claims Discount			
Last renewal	First claim	Second	Third or more
35%	Nil	Nil	Nil
45%	Nil	Nil	Nil
55%	35%	Nil	Nil
60%	45%	Nil	Nil
65%	55%	35%	Nil

If **your policy schedule** states that **you** have protected No Claims Discount **your** step back will be as follows:

Last renewal	First claim	Second claim	Third claim	Fourth claim
65% protected	65% protected	65%	45%	Nil

No blame bonus

If **your vehicle** is in an **incident** where there is no third party involved and **we** consider **you** are not at fault, **your** No Claims Discount will not be affected in the event of a covered loss under **your policy**.

If **your vehicle** is in an **incident** and **we** are unable to trace a third party to make a recovery, or the third party is uninsured, **your** No Claims Discount will not be affected in the event of a covered loss under **your policy,** provided **you** have made all reasonable attempts to obtain the third party's details.

Vehicle loss or damage exclusions

The following exclusions apply to the vehicle loss or damage cover of **your policy**. Please also refer to the general policy exclusions and general policy conditions.

	What is not covered
Breakdown	**We** do not cover any **loss or damage** caused by wear and tear, mechanical or electrical breakdown or any road damage to tyres, unless the **loss or damage** resulted from theft of **your vehicle**.
Computer error	**We** do not cover any **loss or damage** resulting from an error in computer programming or instruction to the computer.
Theft with keys	**We** do not cover any loss by theft, or attempted theft, while the ignition keys or any other removable ignition device are in or on **your vehicle**.

Third party liability cover

How we will settle your claim

Amount of cover

There is an unlimited sum insured for **bodily injury,** unless stated otherwise. The most **we** will pay for **property damage** is £20,000,000. **We** will pay **damages** up to the applicable sum insured, from any one **incident**, regardless of how many claims, vehicles or people are involved in the **incident**.

What is covered

We cover **damages you** or an **insured person** are legally liable to pay for all **bodily injury** or **property damage** for any one **incident** that occurs within the **United Kingdom** or during a temporary visit anywhere within the **territorial limits,** unless stated otherwise or an exclusion applies.
If anyone who is insured under this section dies, their **beneficiary** will have the cover the **insured person** would have had under this section.

The **incident** must arise from:

- ownership or use of **your vehicle**
- use of any other vehicle driven by **you** in the **United Kingdom** or Republic of Ireland which is not owned or registered to **you** or is not hired to **you** under a hire purchase agreement, providing that **your Certificate of Motor Insurance** indicates that **you** can drive such a **vehicle**
- ownership or use of any trailer or broken down vehicle being towed by **your vehicle**.

We will provide legal representation and defend an **insured person** against any legal action seeking **damages** for **bodily injury** or **property damage**. **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 investigate, negotiate and settle any such claim or suit at **our** discretion.

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

- all expenses **we** incur
- all costs taxed against an **insured person**
- all interest accruing after a judgement is entered in a suit **we** defend on only the part of the judgement **we** are responsible for paying. **We** will not pay interest accruing after **we** have paid the judgement
- all earnings lost by each **insured person** at **our** request up to £500 a day and up to a total of £10,000
- reasonable expenses incurred by an **insured person** at **our** request for assisting **us** in the investigation or defence of a claim or suit
- the cost of all bail bonds required of an **insured person** because of a covered loss.

In jurisdictions where **we** may be prevented from defending an **insured person** for a covered loss because of local laws or other reasons, **we** will only pay those legal defence expenses incurred with **our** prior written consent for an **insured person's** defence.

Third party liability cover

Additional covers

Under third party liability cover, **we** will also pay the following additional covers, unless stated otherwise in **your policy** or unless an exclusion applies:

Emergency treatment

We will pay emergency treatment costs as required by the Road Traffic Act.

Medical expenses

We will pay the necessary **medical expenses** following **bodily injury**, up to £500 for each person occupying **your vehicle**, who is injured as a result of an accident, for **medical expenses** incurred or medically determined within three years of an accident.

Hospital benefits

We will pay **you** up to £100 a day for each person occupying **your vehicle**, who is injured as a result of an accident, for up to 30 days if **you** have to stay in hospital for more than 24 hours.

Physiotherapy expenses

We will pay for necessary treatment, from a chartered physiotherapist that **we** appoint, up to £500 for the treatment of each person occupying **your vehicle**, who is injured as a result of an accident, for physiotherapy expenses incurred or medically determined within three years of an accident.

Personal accident

We will pay **you**, a member of **your** family who permanently lives with **you,** an **insured person** or the **beneficiary** in the event of death, up to £30,000 (less if limited by law) for **bodily injury** to **you**, a member of **your** family or an **insured person** caused whilst travelling or getting in or out of any private vehicle **we** insure, providing the injury is the sole cause of **death**, **loss of sight**, **loss of one hand or both hands,** or **loss of foot or both feet**. **We** must be notified as soon as possible from the date of the **incident**.

We do not cover any loss under personal accident cover caused directly or indirectly while the **insured person** driving the vehicle listed in **your schedule** is in a state of intoxication.

Temporary substitute vehicle

If a vehicle listed on **your policy schedule** is unavailable for normal use because of its breakdown, repair, servicing, loss or destruction **your policy** automatically covers any legal liability **you** incur by using a temporary substitute vehicle with an engine capacity of up to 3000cc, provided it is not a hired vehicle and there are no charges for the use of the vehicle.

Alternatively, if a vehicle listed on **your policy schedule** is unavailable for normal use because of its breakdown, repair, servicing, loss or destruction, **we** will provide cover for any legal liability **you** incur by using any vehicle of a similar specification used as a temporary substitute vehicle, subject to all the same terms and conditions of **your policy** at no additional cost, provided **you** have **our** prior written consent.

We do not cover temporary substitute vehicles which are being used for any purpose other than replacing that vehicle whilst it is out of normal use.

Third party liability exclusions

The following exclusions apply to the third party liability cover of **your policy**. Please also refer to the general policy exclusions and general policy conditions.

	What is not covered
Owned property	**We** do not cover any damage to property being transported by the owner.
Other property	**We** do not cover any person for damage to any property used by, rented to, or in the custody of, that person, but **we** do cover damage to a private garage and to any trailer not owned by, furnished to, or for the regular use of **you**.
Terrorism	**We** do not cover any **loss or damages**, cost or expense of any nature caused directly or indirectly, resulting from, or in connection with, any act of terrorism regardless of whether it has been contributed to by any other cause except, in so far as is necessary, to comply with the relevant road traffic legislation. An act of terrorism means an act not limited to, but including, the use of, or the threat of use of any force or violence by a person or group of persons acting in whole or in part for political, religious, ideological or similar purposes, including the intention to influence any government or to put any section of the public in fear. **We** do not cover any **loss or damages**, cost or expenses of any nature caused directly or indirectly, resulting from, or in connection with, any action taken in preventing, suppressing, controlling or in any way relating to any act of terrorism. In any instance, where a part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Lifestyle protection cover

How we will settle your claim

Amount of cover

The amounts payable under this section are shown next to each of the following covers:

- car jacking
- road rage.

The most **we** will pay is the amount shown for each covered **car jacking** or **road rage incident**, irrespective of how many policies or people are involved in the **incident**. If a loss is covered under more than one of the aforementioned lifestyle protection covers, **we** will pay under the part giving the most cover, but not under more than one.

The **accidental death and dismemberment amount** will be paid to the **victim** other than a benefit for **loss of life** which will be paid to the **beneficiary**.

If a **victim** has more than one **accidental death and dismemberment loss** that is covered, **we** will only pay the single largest **accidental death and dismemberment amount** applicable to the **accidental loss and dismemberment loss** suffered.

If multiple **victims** suffer an **accidental death and dismemberment loss** in the same **incident**, **we** will only pay up to a maximum of £100,000 and if the total combined **accidental death and dismemberment losses** exceed £100,000, the sum of £100,000 will be split proportionally based on each applicable **accidental death and dismemberment amount** payable.

Lifestyle protection cover

Car jacking cover

We will pay **car jacking** expenses **you** incur as a result of a **car jacking incident** as set out below. In addition, **we** will pay any benefit applicable for an **accidental death and dismemberment loss** suffered as a direct result of the **car jacking incident**.

What is covered

We will pay **car jacking** expenses means **we** will pay the reasonable costs, agreed by **us**, which **you** or an **insured relative** incur as a result of any one **incident**, except in a country listed on the Foreign and Commonwealth Affairs Office Travel Warning's list:

- up to £2,500 paid accommodation expenses for **you** or an **insured relative** to stay near the hospital or wherever the **victim** is receiving medical treatment, unless **you** have a residence that is closer to the place where they are receiving treatment
- for using psychiatric services up to £15,000 for each person, (**you** or an **insured relative**), up to a maximum of £30,000 for each **car jacking incident**, as prescribed by a physician, psychologist or other mental health professional, when incurred within 12 months after the **car jacking incident**
- for **medical expenses** up to £15,000 for each person, (**you** or an **insured relative**), up to a maximum of £30,000 for each **car jacking incident**, when incurred within 12 months after the **car jacking incident**
- for salary lost within the first two months after the **car jacking incident**, up to £10,000 for each person (**you** or an **insured relative**), up to a maximum of £20,000 for each **car jacking incident**, in **excess** of any other collectible benefits including employee sick pay, disability allowance or insurance and employer's liability insurance
- for the cost of **your** vehicle **loss or damage excess** listed on **your** motor vehicle **schedule** applied to any damage that occurs to **your vehicle** during the **car jacking incident**.

Lifestyle protection cover

Road rage cover

We will pay for **road rage** costs **you** or **your** chauffeur incur as a result of a **road rage incident** as set out below. **Road rage** costs incurred by **your** chauffeur are only covered if the **road rage incident** occurs whilst **your** chauffeur is with **you**.

What is covered

We will pay the following reasonable costs, agreed by **us**, which **you** or **your** chauffeur incur as a result of any one **road rage incident**, except in a country listed on the Foreign and Commonwealth Affairs Office Travel Warning's list:

- Psychiatric services for **you** or **your** chauffeur as prescribed by a physician, psychologist or other mental health professional, when incurred within 12 months after the **road rage incident**.
- **Medical expenses** for **you** or **your** chauffeur when incurred within 12 months after the **road rage incident.**

The most **we** will pay for **road rage** costs is £7,500 in any one **period of insurance**.

Lifestyle protection conditions

These lifestyle protection conditions, as well as the general policy conditions, apply to the lifestyle protection cover of **your policy**.

Other insurance	Cover under the **lifestyle protection** section of **your policy** is in excess of any other insurance, apart from where that insurance is to specifically cover excess over the amount of cover **you** have under **your policy**.
Duties after a loss	If an **incident** which may be covered under **car jacking** or **road rage** occurs, **you** must perform the following duties for cover to apply:
Notification	Notify **us** or **your** agent as soon as possible. **You** should also notify the police as soon as possible and **you** should keep a note of any reference number they give **you**.
Assistance and cooperation	Provide or help **us** obtain all available information as well as co-operating with **us** fully.
Proof of loss	Provide **us** with any proof of loss with full particulars within 60 days of **us** requesting it.
Physical examination and autopsy	A person claiming under lifestyle protection cover must agree to be physically examined by physicians **we** choose as often as **we** require. **We** may also choose to have an autopsy carried out by a physician unless prohibited by law. Any examinations or autopsies that **we** have carried out will be at **our** own expense.

Lifestyle protection exclusions

The following exclusions apply to the lifestyle protection cover of **your policy.** Please also refer to the general policy exclusions, general policy conditions and the lifestyle protection conditions.

Acts of particular people	**We** will not pay for any **loss or damage** caused by **you**, a family relative, an estranged spouse or former spouse of any of them, or a domestic partner or former domestic partner of any of them, or any person acting on their behalf. **We** will not pay for any **loss or damage** caused by a civil authority.
Persons known to you	**We** will not pay for any loss by a person known to **you** or **your** chauffeur.
Salary lost	**We** will not pay for any loss of salary following a covered loss under **car jacking** if immediately prior to the **incident** the person with salary loss was receiving unemployment benefit, any disability benefit or insurance, or was on personal or medical leave.
Suicide or intentional dismemberment	**We** will not pay for any **accidental death or dismemberment loss** caused by the **victims** suicide, attempted suicide or intentionally self-inflicted dismemberment.

Motor legal protection cover

Definitions

The words and phrases defined below that have the same specific meaning under this part of **your** cover and throughout this part of **your policy** will be in bold type.

Date of occurrence

For civil cases, the **date of occurrence** is the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the **date of occurrence** is the date of the first of these events.

For criminal cases, the **date of occurrence** is when **you** or an **insured person** began, or are alleged to have begun, to break the criminal law in question.

Representative

The lawyer or other suitably qualified person who has been appointed by **us** to act for **you** or an **insured person** in accordance with the terms of this section of **your policy.**

Legal costs

Professional fees and expenses reasonable and properly charged by the **representative**, up to the standard rates set by the courts. Also, if applicable, **your** opponent's **costs** which **you** or an **insured person** has been ordered to pay or pays with **our** agreement.

Territorial limits

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

How we will settle your claim

Limit of indemnity

The most **we** will pay for all claims arising from the same insured **incident** is £100,000.

What is covered

Under Motor Legal Protection cover **we** agree to provide cover for **you** or an **insured person** anywhere within the **territorial limits,** unless stated otherwise in **your policy** or unless an exclusion applies as long as:

- the **date of occurrence** of the insured **incident** is during the **period of insurance** and within the **territorial limits** and
- any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limits** and
- for civil claims, it is always more likely than not that **you** or the **insured person** will recover **damages** (or obtain any other legal remedy which **we** have agreed to) or make a successful defence
- the **insured person** claiming under this section of **your policy** has **your** agreement to make a claim.

Motor legal protection cover

For all insured **incidents, we** will help in appealing or defending an appeal, as long as **you** or an **insured person** advises **us** within the time limits allowed that **you** or they want **us** to appeal. Before **we** pay the **legal costs** for appeals **we** must agree that it is always more likely than not that the appeal will be successful.

We will only pay the **legal costs** charged by a **representative** appointed by **us**.

Uninsured loss recovery

We will negotiate to recover **your** or an **insured person's** uninsured losses and costs after an event which:

- causes damage to the **insured vehicle** or to personal property in it or
- injures or kills **you** or an **insured person** while in or on the **insured vehicle**.

Motoring prosecution defence

We will defend the legal rights of **you** or an **insured person** if an event leads to **you** or them being prosecuted for an offence to do with using or driving an **insured vehicle**. This does not include parking offences or an offence which suggests **you** or an **insured person** has been dishonest.

Motor contract disputes

We will negotiate for **you** or an **insured person's** legal rights in a contractual dispute arising from an agreement which **you** or the **insured person** have entered into for:

- the purchase, sale or hire of the **insured vehicle** or its spare parts or accessories or
- the service, repair or testing of the **insured vehicle**.

The agreement must have been entered into during the **period of insurance** and the amount in dispute must exceed £100.

The legal protection cover is underwritten and administered by:
DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Motor legal protection conditions

The following conditions apply to the motor legal protection cover of **your policy**. Please also refer to the general policy exclusions, general policy conditions and the motor legal protection exclusions.

You or an insured person must:

- keep to the terms and conditions of this section of **your policy**
- try to prevent anything happening that may cause a claim
- take reasonable steps to keep any amount **we** have to pay as low as possible
- send everything **we** ask for in writing
- give **us** full details, in writing, of any claim as soon as possible and give **us** any information **we** require.

We can take over and conduct in **your** or an **insured person's** name, any claim or legal proceedings at any time.

We can negotiate any claim on **your** or an **insured person's** behalf.

You or an **insured person** are free to choose a **representative** by sending **us** a suitably qualified person's name and address if:

- **we** agree to start court proceedings and it becomes necessary for a lawyer to represent **your** or an **insured person's** interests in those proceedings or
- there is a conflict of interest.

We may choose not to accept **your** or an **insured person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative,** in these circumstances **you** may choose another suitably qualified person.

In all circumstances, except those above, **we** are free to choose a **representative**.

Any **representative** will be appointed by **us** to represent **you** or an **insured person** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.

We will have direct contact with the **representative**.

You must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.

You must give the **representative** any instructions that **we** require.

You or an **insured person** must tell **us** if anyone offers to settle a claim. If **you** or the **insured person** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **legal costs**.

Motor legal protection conditions

We may decide to pay **you** or an **insured person** the amount of **damages** that **you** or an **insured person** are claiming, or which is being claimed against **you** or an **insured person,** instead of starting or continuing legal proceedings.

You or an **insured person** must tell the **representative** to have **legal costs** taxed, assessed or audited, if **we** ask for this.

You or an **insured person** must take every step to recover **legal costs** that **we** have to pay and must pay **us** any **legal costs** that are recovered.

If the **representative** refuses to continue acting for **you** or an **insured person,** or if **you** or an **insured person** dismiss the **representative**, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.

If **you** or an **insured person** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **legal costs we** have paid.

If **we** and **you** or an **insured person** disagree about the choice of **representative**, or about the handling of a claim, **we** and **you** or an **insured person** can choose another suitably qualified person to decide the matter.

We and **you** or an **insured person** must both agree to the choice of this person in writing. Failing this, **we** will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.

We may, at **our** discretion, require **you** or an **insured person** to obtain, at **your** expense, an opinion from a lawyer or other suitably qualified person chosen by **you** or an **insured person** and **us**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that **you** will recover **damages** (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.

This section of the **policy** will be governed by English law.

Motor legal protection exclusions

The following exclusions apply to the motor legal protection cover of **your policy.** Please also refer to the general policy exclusions, general policy conditions and the motor legal protection conditions.

What is not covered

A claim reported to **us** more than 180 days after **you** or an **insured person** should reasonably have known about the insured **incident**.

Legal costs incurred before **our** written acceptance of a claim.

Fines, penalties, compensation or **damages** that **you** or an **insured person** are ordered to pay by a court or other authority.

A legal action **you** or an **insured person** takes which **we** or the **representative** have not agreed to, or where **you** or an **insured person** do anything that hinders **us** or the **representative**.

Any claim relating to the settlement payable under an insurance policy.

A claim relating to written or verbal remarks which damage **your** or an **insured person's** reputation.

A dispute with **us** other than disagreement over the choice of representative or handling of a claim.

A claim directly or indirectly caused by, or resulting from, any device failing to recognise, interpret or process any date as its true calendar date.

An application for judicial review.

European breakdown cover

No matter what time of day or night, **you** will be able to receive immediate assistance from the Zurich Private Clients incident management team. Please call the telephone number listed below. **Our** telephone services are manned 24 hours a day, seven days a week.

You will need to provide **your** name, the name of the driver, vehicle registration number, make, model and colour of the vehicle, as well as **your** Zurich Private Clients membership number.

It is essential that **you** contact **us** as soon as possible to request assistance. **We** will not cover any call-out charges or labour costs unless **you** have obtained **our** prior consent. **We** will arrange for a repairer to come to **your** assistance as quickly as possible.

Telephone inside the UK
0800 096 9999

Telephone from outside the UK
+44 162 588 6994

What is covered in the UK

Emergency roadside assistance and home-call service

We will provide up to 60 minutes assistance if **your vehicle** breaks down, has a puncture (as long as a spare wheel is available), runs out of fuel or **you** lose **your vehicle's** keys. **We** will not pay for fuel or any replacement parts used.

Vehicle recovery

If **your vehicle** cannot be repaired, **we** will take **your vehicle** together with any standard make of caravan or trailer that **you** are towing, the driver and up to 7 passengers to their home address or intended destination. **We** will then take **your** car to a local repairer of **your** choice within 25 miles of **your** home or intended destination for it to be repaired at **your** own cost. A standard **vehicle** can be up to 7 metres long, 3 metres high and not weighing more than 3.5 tonnes when loaded.

We will not pay for the fuel, replacement parts used to repair **your vehicle**, storage charges, toll fees or ferry charges, or damage caused by getting into **your vehicle** if **you** have lost **your vehicle's** keys. **We** will not recover or repair a **vehicle**, trailer or caravan if it contains an animal or person.

If temporary repairs are made, **you** must get the **vehicle** permanently repaired, as soon as possible.

If **your vehicle** is not easy to get to, or **we** have to use specialist equipment, **you** may have to pay any extra costs.

This cover does not apply to courtesy vehicles or hire vehicles.

Chauffeur service

If **you** are travelling in the **United Kingdom** when **your** driver is taken ill and there is no-one qualified to drive **your** car, a chauffeur will be provided to complete **your** planned journey or return **you** home.

European breakdown cover

What is covered in Europe

The following covers are also included whilst **your vehicle** is being used outside the **United Kingdom** unless stated otherwise in **your policy** or unless an exclusion applies.

Territorial limits

This part of **your policy** provides cover detailed below for motor breakdown and accident assistance whilst the vehicle is being used within the European Union as well as Croatia, Liechtenstein, Norway, Iceland and Switzerland. It does not provide cover for costs **you** would normally incur as part of **your** journey.

Emergency Roadside Assistance

Extends the cover provided in the **United Kingdom** to the **Territorial Limits**.

Loss of use of your vehicle

If **your vehicle** cannot be used for more than eight hours, or is stolen and not recovered within eight hours, **we** will pay for one of the following:

- up to £1,000 towards the cost of hiring another vehicle until **your vehicle** is repaired or
- the cost of transporting **you** and **your** luggage to **your** destination and then returning **you** and **your vehicle** following its repair or up to £75 per person per day for up to five days, for reasonable accommodation expenses.

Returning your vehicle to the United Kingdom

If **your vehicle** cannot be repaired, is stolen and not recovered by **your** expected departure date, or is recovered after **you** have returned to the **United Kingdom**, **we** will pay the following:

- the cost of transporting **you** and **your** luggage to **your** home in the **United Kingdom**
- the cost of transporting **your vehicle** to **your** home or repairer of **your** choice in the **United Kingdom** or up to £600 for **you** or a driver of **your** choice to return from the **United Kingdom** to collect **your vehicle** once it has been repaired or recovered
- up to £100 for storing **your vehicle** abroad.

Chauffeur service

If **you** are travelling outside the **United Kingdom** and **you** are taken ill and there is no-one qualified to drive **your** car, **we** will provide a chauffeur to return **you** home, providing everyone is medically fit to travel. **We** will also pay up to £75 per person per day, for up to five days, to cover reasonable accommodation expenses.

Advance of funds

We will make available up to £4,000 for bail or other security required following a car accident or if the driver is stopped. This amount must be repaid within one month.

Delivering spare parts

If **we** cannot obtain necessary spare parts locally, **we** will arrange to source them from the **United Kingdom** provided they are available. The cost of the parts and any customs duty must be repaid to **us** within one month.

General policy conditions

These conditions apply to the whole of **your policy** and all of the covers in it.

Abandoning property

You cannot abandon property to **us** or a third party without **our** prior written consent.

Arbitration

If **we** accept **your** claim, but **you** disagree over the amount **you** will be paid, **you** and **we** may refer the dispute to an independent arbitrator who will be appointed in accordance with current law in order to reach a mutual agreement. When this occurs, the arbitrator must decide on an award before **you** can bring proceedings against **us**.

Assignment

Nobody covered by this insurance **policy** may assign or turn over any right or interest in this **policy** to anybody else without **our** prior written consent.

Bankruptcy or insolvency

We will meet **our** obligations under this **policy** irrespective of whether **you** become bankrupt or insolvent during the **period of insurance**.

Cancellation by you

You may cancel this **policy** at any time by telephoning **us** and returning the **policy** or by writing to **us** and advising **us** of the date **you** wish cancellation to be effective from. By law, **you** must return the **Certificate of Motor Insurance** to **us** immediately. In the absence of **your Certificate of Motor Insurance you** must complete and return a lost certificate declaration to **us**.

Any return premium will be calculated on a pro-rata basis, but no refund will be given if a claim has been paid or is outstanding at the time of cancellation.

If **you** cancel cover for all **your vehicles** in the first **period of insurance, we** will apply the following cancellation charges:

- cancellation in first three months
  – 30% of the annual premium charged
- cancellation in 4th, 5th or 6th month
  – 60% of the annual premium charged
- cancellation in 7th, 8th or 9th month
  – 90% of the annual premium charged
- cancellation after nine months
  – Full annual premium charged.

These charges will not apply for cancellation of an individual **vehicle** where the **policy** remains in force for other **vehicles**.

General policy conditions

Cancellation by us

We may cancel **your policy** or any part of it by sending **you** seven days' notice by recorded delivery to **your** last known address. By law, **you** must return the **Certificate of Motor Insurance** to **us** immediately. In the absence of **your Certificate of Motor Insurance you** must complete and return a lost certificate declaration to **us**.

Any return premium will be calculated on a pro-rata basis, but no refund will be given if a claim has been paid or is outstanding at the time of cancellation.

Cancellation of a policy due to non-payment

If **you** are paying **your** premium in instalments and **you** miss a payment, **we** may cancel **your** cover giving **you** seven days' notice to **your** last known address. If **you** have not paid your premium, **we** may refuse **your** claim or take any unpaid premiums from any claim payment **we** make to **you**.

Care of your vehicle

You must do all **you** reasonably can to prevent **loss or damage** to **your vehicle** and to maintain it in a roadworthy condition.

Carriers or bailees

We will not pay a benefit under this **policy** to any carrier or bailee of damaged property.

Concealment of fraud

We will not make any payment under **your policy** and all cover will end if, whether before or after a loss, **you**, an **insured person** or anybody acting on **your** or their behalf has intentionally concealed or misrepresented any material fact or circumstance, engaged in fraudulent conduct, or made false statements relating to this insurance.

Cover enhancements

We may extend or broaden the cover provided by this insurance **policy**. If **we** do this during the **period of insurance** without increasing the premium, the extended or broadened cover will apply to **your policy** with effect from the date **we** make the changes in cover.

Driver responsibilities

Everyone who is covered by this **policy** must follow the **policy** terms and conditions. All drivers and riders must hold a valid driving licence and must follow the conditions of that licence.

Duplicate cover

If a loss is payable under more than one part of **your policy** or if it is also payable under any other Zurich Private Clients policy **you** have, **we** will pay **you** under the part that gives **you** the most cover, but not under more than one part. In no instances will **we** make duplicate payments.

General policy conditions

Duties after a loss

If an **incident** which may be covered by this **policy** occurs, **you** must perform the following duties for cover to apply:

Notification

Notify **us** or **your** agent of the **loss or damage** as soon as possible. **You** should also notify the police as soon as possible if the **loss or damage** is caused by theft or attempted theft, accidental loss, malicious persons or vandals and **you** should keep a note of any reference number they give **you**.

You must also notify **us** of any impending prosecution, coroner's inquest or fatal accident inquiry involving anyone where cover is provided by this **policy**. No negotiation, admission or refusal of any claim must be entered into without **our** consent.

Proof of loss

Provide **us** with any property, records, documents, information or evidence that **we** request at **your** own expense and grant **us** free access at all reasonable times to examine **your vehicle**.

Co-operation

Co-operate with **us** fully in any legal defence by helping **us** to make settlement; to enforce any right of contribution or indemnity against any person or organisation who may be liable to **you**; to attend hearings and trials and to secure and give evidence and obtain the attendance of witnesses.

Examination under oath

We have a right to examine under oath, as often as **we** require, **you** or any **insured person**. **We** may ask **you** or any **insured person** to give **us** a signed description of the circumstances surrounding the loss and to provide **us** with records, documents, information or evidence that **we** request.

Governing law

English Law applies to the legal expenses section of **your policy**. The rest of **your policy** is governed by the law that applies to where **you** reside within the **United Kingdom**. If there is any disagreement about which law applies, English law will apply. **You** agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, **we** will communicate with **you** in English.

Insurable interest

We will not pay for any **loss or damage** to **your vehicle** or possessions in which **you** do not have an insurable interest at the time of the loss. If more than one person has an insurable interest in the vehicle or possessions, the most **we** will pay is up to the insurable interest **you** have.

Losses not covered by this policy

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

Mileage

We reserve the right to establish the mileage on **your vehicle** at any time. Where the annual mileage **you** agreed with **us** has been exceeded, **your** premium may be increased to that which applies to the mileage driven. If **we** become aware that the annual mileage has been exceeded at the time of a claim, the higher premium may apply from the start of the **period of insurance** and the additional premium will be deducted from the claim payment.

General policy conditions

Notifying us of a change

You must inform **us** if any of the information on which this insurance is based changes. Failure to do so may result in **your** insurance no longer being valid and claims not being met. If in doubt about any change, please inform **us**.

If **your policy** is amended as a result of any change, **we** will be entitled to vary the premium and terms for the rest of the **period of insurance. You** should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

If **you** replace **your vehicle** or make changes to the drivers, or how **you** use it, **your** insurance will no longer be valid and claims will not be met until either a cover note or **certificate of motor insurance** has been issued. If **you** make any changes to **your vehicle your** insurance will not be valid until **we** have agreed to accept them.

Other insurance

If other motor insurance applies to a covered loss under this **policy**, the cover provided by this **policy** will be as excess to any other available insurance.

Period of insurance

The **period of insurance** is shown on **your schedule**. All covers on this **policy** only apply to **incidents** that occur during the **period of insurance** stated on **your schedule**.

Policy changes

No change or modification to this **policy** shall be effective except if confirmed in writing by **us** or unless covered under the cover enhancements condition of **your policy**.

Right to renew

If **you** pay the premium to **us** using **our** premium instalment scheme, **we** will have the right (which **we** may not use) to renew the **policy** each year and continue to collect premiums using this method. **We** may vary the terms of the **policy** (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew the **policy,** as long as **you** inform **us** before the next renewal date **we** will not renew it. **Our** right to renew this **policy** does not affect **your** cancellation rights detailed on page 5 and page 33 of **your policy**.

Rights of third parties

You and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

General policy exclusions

The following general policy exclusions apply to the whole of **your policy**.
Any further specific exclusions are shown in the section of cover to which they apply.

Acts of war

We do not cover any **loss or damage** that is a consequence of war, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Competitive racing/track use

We do not cover any **loss or damage** to a **vehicle** listed in **your schedule** and **we** do not cover any person for **damages** arising from participation, instruction, practice or preparation for any rally, any event named or marketed as a rally, any event named or marketed as a trackday, competitive racing, pace-making, speed testing or pre-arranged handling and performance testing whether **your vehicle** is used on a public road, private property, closed track, racetrack, circuit, pre-prepared course or derestricted toll road including the Nurburgring.

Contractual liability

We will not pay any **damages** arising from a contract or agreement, whether written or not, which imposes a liability which would not have existed without the contract or agreement.

Deception

We do not cover any **loss or damage** suffered by **you** due to any person obtaining any property by deception.

Deliberate or criminal acts

We do not cover any **loss or damage** caused by criminal acts, deliberate acts or deliberate omissions by **you,** a member of **your** family or anyone acting on behalf of **you** or **your** family.

Employer's liability

We do not cover **damages** for liability you incur for the death or **bodily injury** of **your** employees arising from, or in the course of, their employment by anyone in respect of whom cover is provided under **your policy**, if that liability is provided under an employer's liability insurance issued to comply with relevant employer's liability legislation.

Loss of value

We do not cover **loss or damage** that results from a reduction in the **market value** of **your vehicle** following any repairs.

Nuclear or radiation hazard

We do not cover any **loss or damage** caused directly or indirectly by ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment.

Pollution

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

Property confiscation

We do not cover any liability, **loss or damage** caused by, or resulting from, **your** property being confiscated, taken, damaged or destroyed by or under the order of any government or public authority.

General policy exclusions

Riot and civil commotion

We do not cover any **loss or damage** arising from riot or civil commotion occurring elsewhere other than in the **United Kingdom**.

Sonic bangs

We do not cover any **loss or damage** arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Use of vehicle

We do not cover any loss as a result of **your vehicle** being:

- used for a purpose that is not covered by **your Certificate of Motor Insurance**;
- driven by someone who is not shown as allowed to drive on **your Certificate of Motor Insurance** unless:
  - **your vehicle** is in the custody or control of a member of the motor trade for the purposes of maintenance or repair; a valet as part of a valet parking service; or a chauffeur **we** have provided under the European Breakdown Cover of **your policy**
  - it has been stolen or taken without **your** permission
- driven by someone covered by **your Certificate of Motor Insurance** without a valid driving licence or whilst disqualified from holding or obtaining such a licence unless **you** had no knowledge of such deficiency
- driven by **you** if **you** are driving without a licence or if **you** are disqualified from holding or obtaining such a licence
- driven by anyone else with **your** general consent, who to **your** knowledge, does not have a licence to drive **your vehicle**, has never held one or is disqualified from holding or obtaining such a licence.

Vehicles airside

We do not cover any **loss or damages** whilst **your vehicle** is on any part of an aerodrome, airport, airfield or military base provided for aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas or the take-off or landing of aircraft and the movement or storage of aircraft on the surface.

Vehicles used for a fee

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

This exclusion does not apply to a vehicle sharing agreement where the **vehicle** is not built or adapted to carry more than eight passengers and **you** do not profit from contributions which **you** receive for **your** journey.

Additional helpline services

We provide these additional services 24 hours a day, seven days a week during the **period of insurance**. All helplines apply to the **United Kingdom** only unless otherwise stated. Communications may be monitored or recorded (except those to the counselling service) to improve our service and for security and for regulatory purposes.

Telephone inside the UK
0800 096 9999

Telephone from outside the UK
+44 162 588 6994

Health and medical information service

We will give **you** information over the telephone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists.

Counselling

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

We will not accept responsibility if the Helpline Services are unavailable for reasons **we** cannot control.

You will be responsible for paying the costs for the help provided.

Making a claim

To make a claim or report an **incident**, please contact **your** insurance agent or call the telephone number listed below.

Our telephone services are staffed 24 hours a day seven days a week. The assistance phone number can be used for **incidents** relating to all the covers that are listed on **your schedule** and to report a claim, request glass replacement or repair and receive emergency breakdown assistance. Communications may be monitored or recorded (except those to the counselling service) to improve our service and for security and for regulatory purposes.

You will need to provide **your** name, the name of the driver, vehicle registration number, make and model, as well as **your** Zurich Private Clients membership number.

If **you** would like to make a claim under any part of **your policy,** the appropriate dedicated incident manager will be able to take all relevant details, advise on **policy** cover and agree with **you** on how best to resolve the situation swiftly and to **your** satisfaction.

Telephone inside the UK
0800 096 9999

Telephone from outside the UK
+44 162 588 6994

If **you** wish to report a claim in writing, please forward all relevant material to:

Zurich Private Clients,
Sandfield House,
Kings Close,
Wilmslow,
Cheshire,
SK9 5AR.

Or **your** insurance agent.

Making a claim

Making a legal expenses claim or obtaining legal advice

You have access to the 24-hour Zurich Private Clients legal helpline seven days a week and 365 days a year for personal legal advice. When **you** telephone the helpline **you** will need to provide **your** name, client membership number and a brief summary of **your** query. These details will then be passed to an experienced adviser who will return **your** call as soon as possible. Communications may be monitored or recorded (except those to the counselling service) to improve our service and for security and for regulatory purposes.

Telephone inside the UK
0800 096 9999

Telephone from outside the UK
+44 162 588 6994

If **you** need to make a claim under the motor prosecution defence section or the motor contract cover section of **your policy,** call **our** legal helpline on the above number and follow the instructions given to **you**.
We will forward a claim form to **you** which must be completed and returned to:

The Claims Department,
Zurich Private Clients
Sandfield House,
Kings Close,
Wilmslow,
Cheshire,
SK9 5AR.

If **you** need to make a claim under the uninsured loss recovery and injury section of **your policy**, contact **your** insurance intermediary that deals with **your** motor insurance. **Your** intermediary will pass the relevant details to **us** or alternatively **you** may phone Zurich Private Clients on the number above.

Complaints procedure

We aim to provide the highest standard of service that will leave **you** with no cause for complaint. However, if **you** ever feel that **we** have not met the high standards **we** set ourselves and **you** have cause for complaint, **you** can telephone or write to **us** at the following address and **we** will give the matter **our** prompt attention:

Zurich Private Clients,
Sandfield House,
Kings Close,
Wilmslow,
Cheshire,
SK9 5AR.

Telephone: 01625 445144.

If **you** have cause for complaint under the legal expenses section please telephone Zurich Private Clients or write to **us** using the details above in the first instance or alternatively **you** should write to the following address:

DAS Legal Expenses Insurance Company Limited,
DAS House,
Quay Side,
Temple Back,
Bristol,
BS1 6NH.

If your complaint is wholly or partly about the service of one of our third party providers, we will ensure it is forwarded to them promptly and let you know who is dealing with each aspect of your complaint.

Next steps if you are not satisfied with the response provided

We are dedicated to **our** customers and seek to do what is right, however, sometimes **we** may not be able to reach an agreement with **you**. If this is the case and **you** remain dissatisfied once **you** have received **our** response to **your** complaint, **we** will refer **your** complaint to our Customer Relations Team for a separate review. The Customer Relations Team will contact **you** to let **you** know they have received **your** complaint and when their review is complete they will provide **you** with a final response on behalf of Zurich.

Complaint Procedure Leaflet

A leaflet containing full details of our complaint procedure will be provided during the complaint handling process and is available on request.

Complaints procedure

The Financial Ombudsman Service (FOS)

If **we** are unable to resolve **your** complaint to **your** satisfaction within eight weeks, or if **you** remain dissatisfied following receipt of **our** final response letter, **you** can ask the FOS to formally review **your** case. **You** must contact the FOS within six months of **our** final response. The FOS contact details are as follows:

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London,
E14 9SR.

Telephone: 0845 080 1800
E-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect **your** legal rights.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**. Compulsory insurance is covered in full. Non-compulsory insurance is protected in full for the first £2,000 and then 90% of any amount above £2,000. Further information is available at www.fscs.org.uk or by contacting the FSCS directly on 020 7892 7300.

Zurich Private Clients
Sandfield House, Kings Close, Wilmslow SK9 5AR.
www.zurichprivateclients.co.uk

Zurich Private Clients is a trading name of Zurich Insurance plc.

Zurich Insurance plc is a public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Legal protection cover is underwritten and administered by DAS Legal Expenses Insurance Company Limited, Registered office DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales company number 103274.

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

Zurich Insurance plc is authorised by the Irish Financial Regulator and regulated by the Financial Services Authority for the conduct of UK business. These details can be checked on the FSA's register by visiting their website ww.fsa.gov.uk/register or by contacting them on 0845 606 1234.

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

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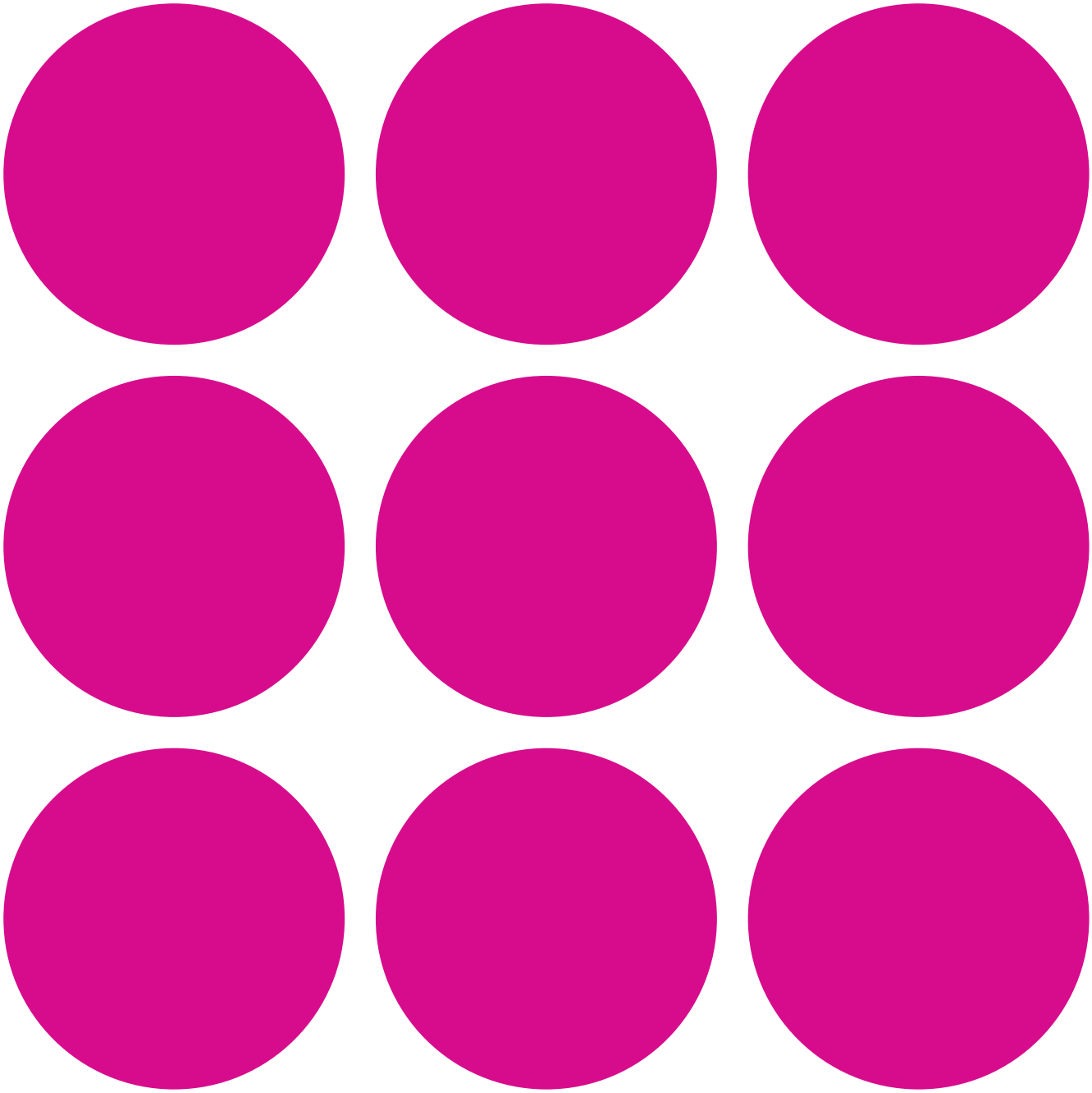
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