

A high-angle, close-up photograph of a luxury car's interior. The focus is on the steering wheel, which is wrapped in light brown leather and features a silver-colored center hub. The dashboard and center console are also finished with leather and wood grain accents. The lighting is warm and focused, highlighting the textures of the materials.

Zurich Private Clients Motor

Policy Document



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Welcome to Zurich Private Clients

Thank **you** for trusting **us** to insure and protect **your** motor vehicles.

Zurich is one of the world's largest insurers with over 150 years' experience in protecting our customers against the unexpected, so you can rest assured that you're in safe hands. We have an experienced team of high net worth experts whose specialist knowledge in insuring high value motor vehicles, as well as high value properties, fine art, jewellery and annual travel, means we're able to accommodate your lifestyle and related insurance needs.

The real proof of an insurance policy is in the delivery and quality of the claims service. Our team of claims specialists are here to help, when you need us most.

Making a claim

We are here to help, no matter what time of day or night. Using the numbers shown below, you can report an emergency, claim or incident and receive immediate assistance and advice. Call us 24 hours a day, 365 days a year.

If you need to make a claim under your policy or report a breakdown, we will be able to advise you upon policy cover and agree with you on how best to resolve the situation swiftly and to your satisfaction.

Your dedicated claims specialist will also keep you updated as to the progress of your claim all the way through until it is finalised.

 0800 096 9999

 +1 416 977 6704 (if outside the UK)

 <https://motorclaims.zurich.co.uk/index.html>

 The Claims Department,
Zurich Private Clients,
PO Box 3587,
Interface Business Park,
Wootton Bassett,
Swindon, SN4 4AJ

To report a breakdown

 0330 159 1319

 +44 161 952 8849 (if outside the UK)

 <https://motorclaims.zurich.co.uk/index.html>

Legal Protection Claims

 0344 893 9331

We can process your claim by you simply contacting us with the following details:

- your name and address
- the policy number or client membership number
- details of the claim/incident.

Zurich Private Clients – we know what it means to you.

Introduction

This policy booklet, together with **your statement of insurance**, **your certificate of motor insurance** and **your** agreement to pay the premium, is an agreement between **you** and **us**. This policy booklet, **your statement of insurance** and **your certificate of motor insurance** explain in detail the covers as well as **your** responsibilities and any conditions **you** must comply with.

Please read **your** policy booklet, **your statement of insurance** and **your certificate of motor insurance** to ensure that **you** understand them and to ensure that they have been prepared in accordance with the cover **you** have requested. **We** have agreed to provide this insurance in accordance with the information **you** have given **us** directly or via **your** insurance broker during the application process or subsequently. If anything is missing or incorrect **you** should inform **us** or **your** insurance broker as soon as possible.

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

We recommend that **you** keep a record, including copies of letters, of all information supplied in connection with **your** insurance. Unless agreed otherwise, **we** will communicate with **you** in English.

At the renewal of **your policy**, **you** will be provided with an updated **statement of insurance** and **certificate of motor insurance**. If **we** have made any changes to the cover provided under **your policy**, **you** will receive a new policy booklet.

This **policy** is governed in relation to each **vehicle** insured under this **policy**, by the law of the place within England, Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands where that **vehicle** is used during the majority of the **period of insurance** or if there is any disagreement about which law applies, the law of the place where that **vehicle** is registered.

You agree to submit to the exclusive jurisdiction of the courts in that place.

If **you** have home and contents insurance with Zurich Private Clients, **you** will receive a separate policy.

Your cancellation rights

If **you** decide that **your policy** does not meet **your** requirements, please inform **us** or **your** insurance broker within 14 days of receiving it and **we** will return the entire premium **you** have paid for the **period of insurance**. After 14 days any return premium will be calculated on a pro-rata basis.

We will not return any premium if an **incident** has occurred.

For renewals, if **you** decide that **your policy** does not meet **your** requirements, please inform **us** or **your** insurance broker within 14 days of **your policy** renewal date and **we** will return the entire premium **you** have paid for the **period of insurance**. After 14 days any return premium will be calculated on a pro-rata basis.

We will not return any premium if an **incident** has occurred.

Complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If **you** feel **we** have not delivered this, **we** would welcome the opportunity to put things right for **you**.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with **your** usual contact at Zurich or **your** broker or insurance intermediary as they will generally be able to provide **you** with a prompt response to **your** satisfaction.

Contact details will be provided on correspondence that **we** or **our** representatives have sent **you**. (For example on **your** welcome or renewal communication or on claim acknowledgement letters.)

Alternatively, **our** contact details are as follows:

Zurich Private Clients
P.O. Box 3586
Interface Business Park
Wootton Bassett
Swindon
SN4 4AH

Telephone: 0800 302 9080
E-mail: zpc@uk.zurich.com

For complaints relating to Legal protection cover, please see page 32.

Many complaints can be resolved within a few days of receipt

If **we** can resolve **your** complaint to **your** satisfaction within the first few days of receipt, **we** will do so. Otherwise, **we** will keep **you** updated with progress and will provide **you** with **our** decision as quickly as possible.

Next steps if you are still unhappy

If **you** are not happy with the outcome of **your** complaint, **you** may be able to ask the Financial Ombudsman Service to review **your** case.

We will let **you** know if **we** believe the ombudsman service can consider **your** complaint when **we** provide **you** with **our** decision. The service they provide is free and impartial, but **you** would need to contact them within 6 months of the date of **our** decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phone and landlines)

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

If the Financial Ombudsman Service is unable to consider **your** complaint, **you** may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

The 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**. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Definitions

Any words and phrases which have the same meaning throughout this **policy** appear in bold type and are defined below. Additional and replacement definitions apply and are shown in the Legal protection section of cover.

Agreed value

The amount shown on **your statement of insurance** for **your vehicle**.

Bodily injury

Physical bodily harm, including resulting sickness, disease or loss of life resulting from physical bodily harm.

Breakdown

- A mechanical or electrical failure including battery failure, running out of fuel and flat tyres;
- keys locked in a **covered vehicle**;

that stops the **covered vehicle** from being driven.

Carjacking

An act of violence or threat of violence to:

- **you** or **your** spouse or partner named on **your certificate of motor insurance** whilst in or on a vehicle;
- any person operating or occupying **your vehicle**;

during its theft or attempted theft.

Certificate of motor insurance

The most recent document in which the cover required by law is shown.

Covered vehicle

- **Your vehicle**;
- a vehicle not shown on **your statement of insurance** whilst being operated or occupied by **you** or **your** spouse or partner named on **your certificate of motor insurance**.

Damages

The amount required to satisfy a claim, including claimants' costs and claimants' expenses, whether settled or agreed to in writing by **us** or resolved by judicial procedure.

Dismemberment

The permanent and total loss of one or more of the following:

- speech;
- hearing;
- one or both hands;

- one or both feet;
- sight in one or both eyes;
- thumb;
- finger;
- toe;
- ear;
- nose;
- genital organ.

Driver

The **insured person** driving the **covered vehicle** at the time of the **breakdown**.

Excess

The first amount of any claim that **you** are responsible for paying.

Home

The residence in the **United Kingdom** shown on **your statement of insurance**.

Incident

A loss or accident to which this insurance applies, which first occurs during the **period of insurance**.

Insured person

Any person entitled to drive in accordance with **your certificate of motor insurance**.

Journey

A trip to the **territorial limits** commencing from and terminating at **your home** which commences during the **period of insurance**.

Keys

Any of the following:

- alarm transmitters;
- door keys;
- garage door transmitters;
- ignition cards;
- ignition keys;
- immobiliser keys;
- lock transmitters;
- steering lock keys;
- tracking system transponders.

Market value

The amount required at the time of loss to replace the **vehicle** with one of the same make, model, specification, age and condition.

Passengers

The **driver** and up to 17 people travelling in the **covered vehicle**.

Period of insurance

The period of cover shown on **your statement of insurance**.

Policy

Your entire Zurich Private Clients policy, including this policy booklet, **your statement of insurance** and **your certificate of motor insurance**.

Reasonable prospects

Where, for civil claims, it is more likely than not that an **insured person** will:

- recover losses or damages;
- obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment;
- make a successful defence;
- make a successful appeal or defence of an appeal.

Repair

A permanent or temporary repair.

Road rage

An act of violence resulting in **bodily injury** to:

- **you** or **your** spouse or partner named on **your certificate of motor insurance** whilst in or on a vehicle;
- any person operating or occupying **your vehicle**.

Statement of insurance

The most recent document in which the **vehicles** that are insured and the information **you** provide are shown.

Territorial limits

For Breakdown cover, the European Union member states (excluding the **United Kingdom**) Bosnia and Herzegovina, Iceland, Montenegro, Norway, Serbia and Switzerland and whilst in transit by rail, sea, land (not under the **vehicle's** own power) or air to or from any of these countries or territories.

For all other sections of cover, the **United Kingdom** and European Union member states, Bosnia and Herzegovina, Iceland, Montenegro, Norway, Serbia and Switzerland, and whilst in transit by rail, sea, land (not under the **vehicle's** own power) or air to or from any of these countries or territories.

Total loss

Your vehicle being stolen and unrecovered or being, in **our** opinion, damaged beyond economical repair.

Trailer

A caravan or trailer up to:

- 3.5 tonnes;
- 7 metres long including a tow bar;
- 2.55 metres wide;
- 3 metres high.

United Kingdom

England, Wales, Northern Ireland, Scotland, Isle of Man and Channel Islands.

Vehicle

The vehicle shown on **your statement of insurance**.

We, us, our

- ARAG Legal Expenses Insurance Company Limited for Legal protection cover;
- RAC Motoring Services and/or RAC Insurance Limited for Breakdown cover;
- Zurich Insurance Company Ltd for all other sections of cover.

You, your, yours

The person named as policyholder on **your certificate of motor insurance**.

General policy conditions

The following conditions apply to the whole of **your policy** and all of the covers in it. Additional conditions may apply and are shown in the relevant section of cover. **Your** failure to comply with these conditions may result in **your** claim not being met, or not being met in full.

Abandoning property

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

Accuracy of information

You must read **your statement of insurance** and **your certificate of motor insurance**. If any information is missing, incorrect or has changed, **you** must inform **us** or **your** insurance broker as soon as possible as this may affect the premium or cover **we** provide.

If **you** have given **us** inaccurate information this can affect **your policy** in one or more of the following ways:

- If **we** would not have provided **you** with any cover **we** will have the option to void **your policy**, which means **we** will treat it as if it had never existed and repay the premium paid. **We** may also seek to recover any money from **you** for any claims **we** have already paid, including the amount of any costs or expenses **we** have incurred.
- If **we** would have applied different terms to **your policy**, **we** will have the option to treat **your policy** as if those different terms apply.
- If **we** would have charged **you** a higher premium for **your policy**, **we** will have the option to charge **you** the appropriate additional premium to be paid in full.

Assignment

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

Attendance

Under Breakdown cover, **you** must ensure that an **insured person** is with the **covered vehicle** when **we** attend the **breakdown**.

Bankruptcy or insolvency

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

Cancellation by us

We may cancel **your policy** where there is a valid reason for doing so by giving **you** 7 days' notice in writing to **your** last known address. **We** will give **you** a refund in proportion to the time left until **your** current **period of insurance** is due to run out. **We** will not return any premium if an **incident** has occurred in the **period of insurance**. Valid reasons may include but are not limited to:

- where **you** advise **us** of a change of risk under **your policy** which **we** are unable to insure;
- where **you** fail to respond to requests from **us** for further information or documentation;

- where **you** have provided **us** with incorrect information and have failed to provide a reasonable explanation when requested;
- where **you** fail to comply with any of the terms and conditions which apply to **your policy**;
- the use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers, by **you** or any person acting on **your** behalf.

Cancellation by you

You may cancel **your policy** at any time by contacting **us** or **your** insurance broker and advising the date **you** wish cancellation to be effective from.

We cannot cancel the **policy** earlier than the date **you** contact **us** or **your** insurance broker.

Any return premium will be calculated on a pro-rata basis. **We** will not return any premium if an **incident** has occurred in the **period of insurance**.

Cancellation due to non-payment

If **you** fail to pay **your** premium, **we** may cancel **your policy** in accordance with the terms of **your** credit or payment plan with **us**, and **we** may refuse **your** claim.

Carriers or bailees

We will not pay a benefit under **your policy** to any carrier or bailee.

Children

You must ensure that any **passenger** under the age of 16 is accompanied by an adult in order for **us** to transport them.

Concealment of fraud

If **you** or anyone acting on **your** behalf have intentionally concealed or misrepresented any information or circumstance that **you** had a responsibility to tell **us** about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, **we** will:

- void **your policy** in the event of any fraud which occurred during the application process, which means **we** will treat **your policy** as if it had never existed; or
- terminate **your policy** with effect from the date of any fraud which occurred during the **period of insurance**; and

in either case, **we** will:

- not return to **you** any premium paid;
- not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud;
- seek to recover any money from **you** for any claim **we** have already paid which is later established as invalid, including the amount of any costs or expenses **we** have incurred;
- inform the police, other financial services organisations and anti-fraud databases, as set out in the Important notes document under Fraud prevention and detection.

Co-operation after a loss

You must, when **we** request, give **us** a signed description of the circumstances surrounding a loss and provide **us** with any records, documents, information or evidence that **we** require.

You must give **us** all the help and assistance **we** may need.

You must grant **us** access to examine **your vehicle** at all reasonable times. **You** must not negotiate, admit or refuse any claim without **our** permission. **We** will decide how to settle or defend any claim.

Under Lifestyle protection cover, **we** may appoint medical advisors to examine anyone seeking a benefit under this cover, as often as is considered necessary.

Under Breakdown cover, Repatriation, **you** must advise **us** how **you** wish to recover or dispose of the **covered vehicle**. If **you** do not do so within 10 weeks of **us** asking **you** for this information **we** will dispose of the **covered vehicle** at **your** cost.

We will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by **your policy**, including proceedings for recovering any claim payments.

Cover enhancements

We may extend or broaden the cover provided by **your 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.

Currency conversion

If any costs are incurred in a currency other than Pound sterling, the costs will be converted to Pound sterling using the exchange rate at the time the costs were incurred.

Duplicate cover

If a loss is payable under more than one part of **your policy**, **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.

Duty of care

You must maintain **your vehicle** in a good state of repair and **you** must also take all reasonable steps to prevent accidents, injury, illness, loss or damage.

Examination under oath

We have a right to examine under oath **you**, an **insured person** or anyone seeking a benefit under **your policy** as often as **we** require.

Licence requirement

Insured persons must hold a valid driving licence and must follow the conditions of that licence.

Losses not covered by this policy

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

Non-payment of premium

If **your** premium has not been paid, **we** may refuse **your** claim or take any unpaid premium from any claim payment **we** make to **you**.

Notifying us of a loss

You must notify **us** about any loss, damage, or **incident** as soon as possible, whether or not it gives rise to a claim.

You must report any loss, theft, attempted theft, malicious damage, or **road rage incident** to the police immediately.

You must notify **us** as soon as possible of any impending prosecution, coroner's inquest, or fatal accident inquiry.

Under Breakdown cover, if the **covered vehicle** is at a garage or other place of repair at the time **you** notify **us** of a loss, **we** may refuse **your** claim.

Other insurance

If any claim is covered by any other insurance, **we** will not pay for more than **our** share of that claim.

Passengers

Under Breakdown cover, **you** must ensure that the number of **passengers** in the **covered vehicle** does not exceed the number of seats stated in the **covered vehicle's** V5C Registration Certificate.

Period of insurance

Your policy only applies to **incidents** and covered losses that occur during the **period of insurance**.

Policy changes

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

Renewal with our instalment scheme

If the premium is paid to **us** using **our** premium instalment scheme, **we** will renew **your policy** each year and continue to collect premiums using this method. **We** may vary the terms of **your policy**, including the premium, at renewal and **you** will be notified before **your** renewal date.

If **you** decide **you** do not want **us** to renew **your policy**, provided **you** tell **us** or **your** insurance broker before the next renewal date, **we** will not renew it. This does not affect **your** cancellation rights under **your policy**.

Repairs

Under Breakdown cover, if the **covered vehicle** is taken to a garage or other repairer following a **breakdown**, any repairs carried out will be under an agreement between **you** and them.

Replacement

Under Breakdown cover, if **we** are unable to provide **you** with a replacement car of a similar size to the **covered vehicle**, **we** may offer more than one replacement car.

Rights of third parties

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

Salvage

Following settlement of a covered loss, any salvage becomes **our** property.

Sanctions

Notwithstanding any other terms of this **policy**, **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any **business** or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

Vehicle access

You must grant **us** access to examine **your vehicle** at all reasonable times.

Vehicle storage charges

Under Breakdown cover, if the **vehicle** is being stored, **you** will be contacted at **your** last known address with details of how to arrange collection and any fees which may be payable. In extreme instances, where the **vehicle** has not been collected and fees not paid, the **vehicle** may be disposed of and any outstanding fees will be deducted. **You** will be notified, in accordance with legislation, prior to this happening.

General policy exclusions

The following exclusions apply to the whole of **your policy** and all of the covers in it, except as necessary to meet legal requirements. Additional exclusions apply and are shown in the relevant section of cover.

Acts of war

We will not pay for death, injury, disablement, loss, damage, cost or expense or legal liability of whatsoever nature directly or indirectly arising from, caused by, or contributed to by war, invasion, mutiny, acts of foreign enemy, hostilities or war-like operations whether war be declared or not, civil war, civil commotion assuming the proportions of or amounting to a popular rising, rebellion, revolution, insurrection, military or usurped power, military rising or martial law.

This exclusion will not apply in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurred.

Biological and chemical hazards

We will not pay for any claim caused by or resulting from biological or chemical contamination regardless of how it is caused.

Computer error

We will not pay for any claim caused by or resulting from an error in computer programming or instruction to the computer.

Confiscation

We will not pay for any claim caused by or resulting from nationalisation, confiscation, requisition, seizure or destruction by any government or public or local authority, except in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs.

Deliberate or criminal acts

We will not pay for any claim caused by or resulting from criminal acts, deliberate acts or deliberate omissions, by **you** or anyone acting on **your** behalf.

Drivers

We will not pay for any claim if **your vehicle** is being driven:

- by someone who is not entitled to drive **your vehicle** in accordance with **your Certificate of Motor Insurance**.
- by someone who does not have a valid licence to drive **your vehicle** or is banned or suspended from using such a licence.
- by someone under the influence of alcohol or drugs.

We will pay for loss or damage if **your vehicle** has been stolen or taken without **your** permission.

Indirect losses

We will not pay for any claim caused by or resulting from an indirect result of the event which led to the claim being made under **your policy**.

Nuclear or radiation hazards

We will not pay for any claim caused by or resulting from ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment.

Pollution or contamination

We will not pay for any claim caused by, consisting of, or resulting from 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**.

Riot and civil commotion

We will not pay for any claim caused by or resulting from riot or civil commotion occurring outside the **United Kingdom**.

Sonic bangs

We will not pay for any claim caused by or resulting from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Track use

We will not pay for any claim if **your vehicle** is being used in the participation, instruction, practice, or preparation of any event named or marketed as a track day.

Use of vehicle

We will not pay for any claim if any vehicle is being used:

- for a purpose other than in accordance with **your Certificate of Motor Insurance**.
- in any area used by aircraft or for servicing aircraft.
- in the participation, instruction, practice or preparation for racing, pace making, speed testing, competitions, rallies, trials, performance testing or any event named or marketed as a track day.

Vehicle cover

The value and type of value for each **vehicle** is shown on **your statement of insurance**.

How we will settle your claim

Payment basis

Following a covered loss, **we** will pay as follows:

Partial loss

If **your vehicle** is partially damaged, **we** will pay the amount required to repair or restore **your vehicle**.

If **agreed value** is shown on **your statement of insurance**, the most **we** will pay is the **agreed value**. If **market value** is shown on **your statement of insurance**, the most **we** will pay is the **market value** of **your vehicle**.

Total loss

Following a **total loss** **we** will pay one of the following:

Vehicle value

If **agreed value** is shown on **your statement of insurance**, **we** will pay the **agreed value**. If **we** have paid **you** an amount for a previous loss to **your vehicle** and the damage was not repaired, **we** will deduct this amount from **your agreed value**.

If **market value** is shown on **your statement of insurance**, the most **we** will pay is the **market value** of **your vehicle**.

Enhanced replacement

If **agreed value** is shown on **your statement of insurance** and the **market value** of **your vehicle** is greater than the **agreed value**, **we** will pay the **market value** of **your vehicle**.

Enhanced replacement is subject to the following conditions:

- **your vehicle** must be less than 15 years old;
- the **agreed value** must be less than £500,000

The most **we** will pay is 150% of the **agreed value**.

New vehicle replacement

We will replace **your vehicle** with a new vehicle of the same make, model, and specification, subject to availability.

New vehicle replacement is subject to the following conditions:

- **you** must own the **vehicle** or be purchasing it under a hire purchase agreement.
- **your vehicle** must be within 24 months of being registered as new in the **United Kingdom**.

Enhanced fuel efficiency

We will replace **your vehicle** with a new, more fuel-efficient vehicle of a similar type and specification, subject to availability.

Enhanced fuel efficiency is subject to the following conditions:

- **you** must own the **vehicle** or be purchasing it under a hire purchase agreement.
- the **agreed value** must be less than £250,000

The most **we** will pay is 115% of the **agreed value**.

Finance agreement

If **your vehicle** is on a finance agreement and is a **total loss**, **we** will settle the outstanding financial interest of any third parties and deduct that amount from the amount payable to **you**.

Excess

The **excess** shown on **your statement of insurance** will apply to each and every covered loss unless stated otherwise in **your policy**.

Windscreen excess

If the glass in the windows or sunroof of **your vehicle** is damaged the windscreen **excess** shown on **your statement of insurance** will apply.

There is no **excess** applicable if the glass is repaired.

Excess waiver

The **excess** shown on **your statement of insurance** will not apply to a covered loss:

- which results in a **total loss**;
- caused by an uninsured third party driver;
- if **you** choose not to utilise the Replacement vehicle service and **your excess** is £2,500 or less;
- whilst **your vehicle** is being driven by:
 - a member of the motor trade whilst in their custody for repair, restoration or service;
 - a valet as part of a valet parking service;
 - a chauffeur **we** have provided;
- for **carjacking** or **road rage**.

This Excess waiver does not apply to the windscreen **excess**, and/or any compulsory **excess** shown on **your statement of insurance**.

Multiple loss excess waiver

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

If a covered loss involves both a **vehicle** and property insured under a Zurich Private Clients Home **policy**, only the highest of the **excesses** shown in **your policy** will apply.

What is covered

We will pay for the following unless stated otherwise in **your policy** or unless an exclusion applies:

Cover

Your statement of insurance indicates the cover in force for each **vehicle**:

Comprehensive or Accidental damage, fire and theft

We will pay for loss or damage to **your vehicle** occurring anywhere within the **territorial limits**.

Third party, fire and theft or Fire and theft

We will pay for fire damage to and theft of **your vehicle** occurring anywhere within the **territorial limits**.

Additional covers

We will also pay for the following additional covers unless stated otherwise in **your policy** or unless an exclusion applies.

Accessories

We will pay for loss or damage to **your vehicle's** spare parts or accessories occurring anywhere within the **territorial limits**.

Advance of funds

Following a covered loss, **we** will provide up to £4,000 for bail or other security required for the release of an **insured person** or **your vehicle**.

This amount must be repaid to **us** within 30 days of **us** providing the funds.

Alternative transportation costs

If **you** or **your** spouse or partner named on **your certificate of motor insurance** suffer **bodily injury** as a result of a covered loss and are unable to drive, **we** will pay up to £5,000 for the cost of reasonable alternative transport necessarily incurred within 12 months of the covered loss.

There is no **excess** applicable to this cover.

Child car seats

Following a covered loss, **we** will pay the cost to replace **your** child car seat.

There is no **excess** applicable to this cover.

Driving other cars

We will pay for loss or damage to a car not shown on **your statement of insurance** whilst being driven anywhere within the **territorial limits** by **you** or **your** spouse or partner named on **your certificate of motor insurance**.

We will not pay for any loss or damage to a car not shown on **your statement of insurance**:

- which is owned by;
- which is available for the regular use of;
- which is held under a hire or rental agreement by;
- which is held under a hire purchase agreement by;
- whilst being sold, repaired, serviced, stored, parked, tested or delivered in connection with the business of;
- for which another insurance policy covers;

you or **your** spouse or partner named on **your certificate of motor insurance**.

The highest **excess** shown on **your statement of insurance** will apply to this cover.
The minimum **excess you** must pay is £1,000.

The most **we** will pay is the **market value**.

Emergency expenses

If **your vehicle** cannot reasonably be used following a covered loss, **we** will pay up to £2,500 for the cost of additional transport, accommodation, and emergency expenses necessary to enable an **insured person** and any other person occupying **your vehicle** to reach their destination or return home.

Essential alterations

If an **insured person** becomes permanently disabled as a result of a covered loss, **we** will pay one of the following:

- up to £15,000 per **vehicle**, which **you** incur with **our** permission for essential alterations to **your vehicle**;
- up to £15,000 for **you** to purchase a replacement vehicle adapted for the **insured person's** disability.

The most **we** will pay is £30,000.

There is no **excess** applicable to this cover.

Hired car

Following loss or damage to a car **you** have hired from a licensed rental agency, **we** will pay up to £2,500 for any **excess**, provided that **you**:

- have taken out motor insurance for **your** rental period;
- comply with all the requirements under the motor insurance;
- comply with all the requirements under the rental agreement.

There is no **excess** applicable to this cover, unless a compulsory **excess** is shown on **your statement of insurance**.

Lock replacement

We will pay to replace **your vehicle keys** and any associated locks if they are lost, damaged or stolen.

There is no **excess** applicable to this cover, unless a compulsory **excess** is shown on **your statement of insurance**.

Loss of road fund licence

Following a **total loss**, **we** will pay for the unexpired portion of the road fund licence **you** are unable to recover from the licensing authorities.

Misfuelling

If **your vehicle** is filled with incorrect fuel, **we** will pay to remove the fuel from **your vehicle**.

There is no **excess** applicable to this cover, unless a compulsory **excess** is shown on **your statement of insurance**.

Permanent sound and visual equipment

Following a covered loss, **we** will pay for the following:

- 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.

We will not pay for any loss or damage to equipment which is not permanently installed, or which is not removable from a housing unit which is permanently installed, in **your vehicle**.

Personal effects

Following a covered loss, **we** will pay up to £2,500 for loss or damage to **personal property** whilst in or on **your vehicle**.

Personalised registration

Retainer

If **your vehicle** is stolen and not recovered, **we** will pay up to £5,000 for the **vehicle's** personalised registration.

When **we** pay for the personalised registration, it becomes **our** property.

You may re-purchase the personalised registration from **us** within 12 months of the date of the theft for no more than the amount **we** paid **you** for it.

Transfer

Following a **total loss** **we** will pay the cost to transfer **your** personalised registration to another **vehicle**.

Replacement vehicle service

Following a covered loss, **we** will pay one of the following:

Hire vehicle

If **your vehicle** cannot reasonably be used, **we** will provide **you** with a replacement vehicle until **your vehicle** has been repaired or, in the event of a **total loss**, until **your** claim is settled.

Enhanced hire vehicle

If **your vehicle** cannot reasonably be used, **we** will provide **you** with a replacement vehicle of a similar specification to the **vehicle** which is the subject of **your** claim until **your vehicle** has been repaired or, in the event of a **total loss**, until **your** claim is settled.

The most **we** will pay for enhanced hire vehicle is £7,500.

Revocation of driving licence

If during the **period of insurance** the driving licence belonging to **you** or **your** spouse or partner named on **your certificate of motor insurance** is revoked due to ill health, **we** will pay up to £7,500 for the cost of reasonable alternative transport necessarily incurred within 12 months of the revocation.

There is no **excess** applicable to this cover.

Trailers

We will pay up to £15,000 for loss or damage to **your** trailer occurring anywhere within the **territorial limits**.

A £500 **excess** will apply to this cover.

Vehicle transportation

Following a covered loss to **your vehicle**, **we** will pay the cost of taking **your vehicle** to be repaired and returning it to **you** when the repairs are complete.

Vehicle exclusions

The following exclusions apply to the Vehicle cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

What is not covered

Deception

We will not pay for any loss or damage caused by or resulting from deception.

Defective design

We will not pay for any loss or damage caused by or resulting from defective design, workmanship, maintenance or materials.

We will pay for resultant damage unless stated otherwise in **your policy** or unless an exclusion applies.

Gradual loss

We will not pay for any loss or damage caused by or resulting from:

- a gradually operating cause including normal deterioration, warping, action of light, frost, damp, corrosion, rust and any kind of rot, mould or fungus;
- braking, puncture cuts or bursts to tyres, unless as a result of the theft of **your vehicle**.

Insurable interest

We will not pay for any loss or damage to a **vehicle** 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**, the most **we** will pay is up to **your** insurable interest.

Loss of value

We will not pay for any reduction in the value of any vehicle following a partial loss.

Mechanical or electrical fault

We will not pay for any loss or damage caused by or resulting from mechanical or electrical fault, breakdown or failure.

We will pay for resultant damage unless stated otherwise in **your policy** or unless an exclusion applies.

Liability cover

Liability cover only applies if Comprehensive, Third party fire and theft or Third party only cover is shown on **your statement of insurance**.

How we will settle your claim

Liability limit

This insurance applies separately to each **insured person** against whom a claim is made or a lawsuit is brought, but **we** will not pay more than the liability limit shown below for property damage, regardless of how many claims, **vehicles** or people are involved in the **incident**.

Excess

There is no **excess** applicable to any claim under this section of cover unless stated otherwise in **your policy**.

What is covered

We will pay for the following covers unless stated otherwise in **your policy** or unless an exclusion applies:

Bodily injury

We will pay an unlimited amount for **damages**:

- an **insured person** is legally liable to pay arising from the ownership, possession or use of **your vehicle**;
- **you** or **your** spouse or partner named on **your certificate of motor insurance** are legally liable to pay arising from the use of any car not shown on **your statement of insurance** which is not owned by, held under a hire purchase agreement or held under a hire or rental agreement or available for the regular use of **you** or **your** spouse or partner named on **your certificate of motor insurance**;

for **bodily injury** that occurs within the **territorial limits**.

Property damage

We will pay up to £20,000,000 for **damages**:

- an **insured person** is legally liable to pay arising from the ownership, possession or use of **your vehicle**;
- **you** or **your** spouse or partner named on **your certificate of motor insurance** are legally liable to pay arising from the use of any car not shown on **your statement of insurance** which is not owned by, held under a hire purchase agreement or held under a hire or rental agreement or available for the regular use of **you** or **your** spouse or partner named on **your certificate of motor insurance**;

for property damage that occurs within the **territorial limits**.

Additional covers

We will also pay for the following additional covers unless stated otherwise in **your policy** or unless an exclusion applies:

Defence costs

If **we** agree that **reasonable prospects** exist, **we** will provide legal representation and defend an **insured person** against legal action seeking **damages** for **bodily injury** or property damage arising from the ownership, possession or use of **your vehicle**.

In jurisdictions where **we** may be prevented from defending an **insured person** because of local laws or other reasons, **we** will pay legal defence costs and expenses which an **insured person** incurs with **our** permission.

Our duty to defend any claim or suit arising out of a single **incident** ends when the amount **we** have paid in **damages** for that **incident** equals the liability limit.

Liability exclusions

The following exclusions apply to the Liability cover of **your policy**, except as necessary to meet legal requirements. Additional exclusions apply and are shown in General policy exclusions.

What is not covered

Contractual liability

We will not pay for 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.

Employers' liability

We will not pay for any **damages** arising from death or **bodily injury** if liability cover is provided under an employers' liability insurance issued to comply with relevant employers' liability legislation.

Owned property

We will not pay for any **damages** for property which is owned by, held in trust by or is in the custody or control of the **insured person** claiming cover under this section.

Terrorism

We will not pay for any **damages** arising from terrorism.

Lifestyle protection cover

Lifestyle protection cover only applies if shown on **your statement of insurance**.

How we will settle your claim

Lifestyle protection limit

This insurance applies separately to each covered person, but **we** will not pay more than the lifestyle protection limits, regardless of how many vehicles or people are involved in the **incident**.

Excess

There is no **excess** applicable to any claim under this section of cover unless stated otherwise in **your policy**.

What is covered

We will pay for the following covers unless stated otherwise in **your policy** or unless an exclusion applies:

Bodily injury

We will pay the following costs and benefits which an **insured person** incurs with **our** permission as a direct result of their **bodily injury** sustained whilst driving **your vehicle**:

- up to £1,000 for medical expenses prescribed by a physician, incurred within 12 months of the **incident**;
- up to £150 for each completed 24 hours they spend in hospital as an inpatient.

The most **we** will pay is £3,000;

- £50,000, or less if limited by law, for their death or **dismemberment**, occurring within 12 months of the **incident**;
- up to £1,000 for psychiatric services prescribed by a physician, incurred within 12 months of the **incident**;
- up to £1,000 for the cost of a rehabilitation driving course if they are psychologically unable to drive, incurred within 12 months of the **incident**.

Carjacking

We will pay the following costs and benefits incurred with **our** permission as a direct result of **carjacking**:

- up to £5,000 per person for accommodation expenses necessarily incurred to remain with the driver or occupant of the vehicle, whilst they are receiving medical treatment during the 12 months immediately following the **carjacking**;
- up to £5,000 per person for any other expenses necessarily incurred within 12 months of the **carjacking**;

- up to £20,000 per person for lost personal income, incurred within 12 months of the **carjacking**.

The most **we** will pay is £40,000 for each **carjacking**;

- up to £25,000 per person for psychiatric services prescribed by a physician, incurred within 12 months of the **carjacking**.

The most **we** will pay is £50,000 for each **carjacking**;

- up to £25,000 per person for medical expenses prescribed by a physician, incurred within 12 months of the **carjacking**.

The most **we** will pay is £50,000 for each **carjacking**;

- £100,000, or less if limited by law, per person for death or **dismemberment**, occurring within 12 months of the **carjacking**.

The most **we** will pay is £200,000 for each **carjacking**.

Road rage

We will pay the following costs incurred with **our** permission as a direct result of **road rage**:

- up to £25,000 per person for psychiatric services prescribed by a physician, incurred within 12 months of the **road rage**.

The most **we** will pay is £50,000 for each **road rage**;

- up to £25,000 per person for medical expenses prescribed by a physician, incurred within 12 months of the **road rage**.

The most **we** will pay is £50,000 for each **road rage**.

Lifestyle protection exclusions

The following exclusions apply to the Lifestyle protection cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

What is not covered

Intentional acts

We will not pay for any costs, expenses or benefits arising from an **insured person** committing or attempting to commit:

- suicide;
- an intentional act of **dismemberment**.

Persons known to you

We will not pay for any costs, expenses or benefits arising from the acts of any of the following, except under Bodily injury cover:

- an **insured person**;
- an **insured person's** relative or ex-relative;
- an estranged or former spouse of an **insured person**, their relative or ex-relative;
- a domestic partner or former domestic partner of an **insured person**, their relative or ex-relative.

Legal protection cover

ARAG Legal Expenses Insurance Company Limited (**'ARAG'**) is the underwriter and provides the legal protection insurance and additional services under **your policy**. The claims handling service may be provided by a **preferred law firm** on **our** behalf.

If an **insured person** is involved in an accident, they should remember to write down as many details as possible, such as:

- the name, address and phone number of the other driver(s) involved in the accident
- the registration number, make, model and colour of the other vehicle(s) involved in the accident
- the name of the company that insures the other vehicle(s), including any policy numbers
- the names, addresses and phone numbers of anyone who may have seen the accident
- the location where the accident took place
- the weather, road and visibility conditions at the time of the accident
- the movements that led to the accident.

Your legal protection cover is designed to help **you** if a motor accident was not **your** fault and **you** have suffered any injury or incurred other losses which are not covered under any other section of **your** motor insurance **policy**. It also provides defence against motoring prosecutions and assistance with contractual disputes relating to the **insured vehicle**.

When you need to make a claim

For insured incidents Personal injury and Uninsured loss recovery:

Act quickly after an accident by reporting it under the motor insurance to which this policy attaches. **Your** motor insurer will advise **you** of the best route for **your** claim, depending on the details of **your** situation. If they identify that **you** have a potential motor legal protection claim, they will pass **your** details on to **us** and to **our appointed representative**, who will manage **your** claim.

For insured incidents Motor prosecution defence and Motor contract disputes:

Phone **us** on 0344 893 9027 as soon as possible to speak with one of **our** dedicated customer claims handlers.

Helpline services

An **insured person** can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call the **insured person** back depending on their enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy.

Legal advice service

Call **0344 893 9331**

We will provide an **insured person** with confidential legal advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If the **insured person** calls outside these times, a message will be taken and a return call arranged within the operating hours.

Tax advice service

Call **0344 893 9331**

We will provide an **insured person** with confidential advice over the phone on personal tax matters in the UK.

Tax advice is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If the **insured person** calls outside these times, a message will be taken and a return call arranged within the operating hours.

Health and medical information service

Call **0344 893 9331**

We will provide an **insured person** with information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in an **insured person's** area, including local NHS dentists.

Health and medical information is provided by a medically qualified person 9am-5pm, Monday to Friday, excluding public and bank holidays. If the **insured person** calls outside these times, a message will be taken and a return call arranged within the operating hours.

Counselling service

Call **0344 893 9331**

We will provide an **insured person** with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. The **insured person** will pay any costs for using these services to which they are referred.

This helpline is open 24 hours a day, seven days a week.

We cannot accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

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.

Appointed representative

The **preferred law firm**, law firm or other suitably qualified person **we** will appoint to act on an **insured person's** behalf.

ARAG standard terms of appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Costs and expenses

All reasonable, proportionate and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **ARAG standard terms of appointment**.

The costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them or pays them with **our** agreement.

Countries covered

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.

Date of occurrence

For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it).

For motoring offences, the date of the motor offence an **insured person** is alleged to have committed. If there is more than one offence arising at different times the date of occurrence is the date an **insured person** began, or is alleged to have begun, to break the law.

Insured person

You and any passenger or driver who is in or on the **insured vehicle** with **your** permission. Anyone claiming under this **policy** must have **your** agreement to claim.

Insured vehicle

The motor vehicle(s) covered by the motor insurance **policy** to which this policy section attaches. It also includes any caravan or trailer attached to the vehicle(s).

Preferred law firm

A law firm or barristers' chamber **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **ARAG standard terms of appointment**.

Reasonable prospects

- a) The prospects that an **insured person** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.
- b) For insured incident **Motor prosecution defence**, there is no requirement for there to be prospects of a successful outcome.
- c) For all appeals the prospects of a successful outcome must be at least 51%.

Uninsured losses

Documented losses which an **insured person** has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this **policy** attaches.

We, us, our, ARAG

ARAG Legal Expenses Insurance Company Limited.

You, your

The person who has taken out this policy section (the policyholder).

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.

How we can help

If **you** are involved in an accident which was not **your** fault, **we** will help **you** to pursue compensation for **your** injuries, and/or to recover **your uninsured losses** from the person who caused the accident. **Uninsured losses** could include **your** motor insurance policy excess or other out-of-pocket expenses.

Where **we** have accepted **your** claim, but the driver at fault is uninsured or cannot be traced, **we** will assist **you** in making a claim to the Motor Insurers' Bureau.

We can also defend **you** against motoring prosecutions and assist **you** in contract disputes related to the **insured vehicle**.

What is covered

Under Legal protection cover **we** agree to provide cover in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section of **your policy** provided that:

- **reasonable prospects** exist for the duration of the claim
- the **date of occurrence** of the insured incident is during the **period of insurance**
- any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**
- the insured incident happens within the **countries covered**.

What we will pay

We will pay an **appointed representative**, on behalf of an **insured person**, **costs and expenses** incurred following an insured incident, provided that:

- the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time
- in respect of an appeal or the defence of an appeal, the **insured person** must tell **us** within the statutory time limits allowed that they want to appeal. Before **we pay** the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist and for insured incident Motor prosecution defence, **we** must have defended the original motoring prosecution
- where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What we will not pay

In the event of a claim, if an **insured person** decides not to use the services of a **preferred law firm**, they will be responsible for any costs that fall outside the **ARAG standard terms of appointment** and these will not be paid by **us**.

If **you** are registered for VAT, **we** will not pay the VAT element of any **costs and expenses**.

Personal injury

What we will pay

Costs and expenses incurred to pursue an **insured person's** legal rights after an event which has caused:

- a) their death; or
- b) bodily injury to them

whilst travelling in or on the **insured vehicle**.

What we will not pay

1. Psychological injury or mental illness unless the condition is caused by the same event as a physical **bodily injury** and forms part of the same claim.
2. Defending an **insured person's** legal rights other than in defending a counter-claim.

Uninsured loss recovery

What we will pay

Costs and expenses incurred to recover an **insured person's uninsured losses** after an event which has caused damage to:

- a) the **insured vehicle**; and/or
- b) any property belonging to an **insured person** whilst in or on the **insured vehicle**.

Provided that these **uninsured losses** are not being recovered elsewhere under the motor insurance to which this policy attaches.

Motoring prosecution defence

What we will pay

Costs and expenses incurred to defend an **insured persons** legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the **insured vehicle**, which the **insured person** has notified **us** of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the **insured person** is notified of a prosecution any other way.

What we will not pay

Parking or obstruction offences, insurance offences or challenging a fixed penalty notice.

Motor contract disputes

What we will pay

Costs and expenses incurred in respect of a dispute arising from an agreement or an alleged agreement which **you** have entered into in a personal capacity for the:

- buying, selling hiring or insurance of the **insured vehicle** or its spare parts or accessories
- service, repair or testing of the **insured vehicle**.

Provided that:

- **you** must have entered into the agreement or alleged agreement during the **period of insurance**; and
- the amount in dispute must exceed £250 including VAT.

What we will not pay

The settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of a claim).

The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

Legal protection conditions

The following conditions apply to the Legal protection cover of **your policy**. Additional conditions apply and are shown in General policy conditions. **Your** failure to comply with these conditions may result in **your** claim not being met, or not being met in full.

An insured person's legal representation

On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as an **insured person's appointed representative** to deal with their claim.

They will try to settle the **insured person's** claim by negotiation without having to go to court.

If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.

If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **we** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **ARAG standard terms of appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.

The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

An insured person's responsibilities

An **insured person** must co-operate fully with **us** and the **appointed representative**.

An **insured person** must give the **appointed representative** any instructions that **we** ask them to.

Offers to settle a claim

An **insured person** must tell **us** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **our** written consent.

If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.

We may decide to pay the **insured person** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any claim in their name. The **insured person** must allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.

Assessing and recovering costs

An **insured person** must instruct the **appointed representative** to have costs and expenses taxed, assessed or audited if **we** ask for this.

An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

Cancelling an appointed representatives appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if the **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

Withdrawing cover

If an **insured person** settles or withdraws a claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses we** have paid.

If, during the course of a claim, **reasonable prospects** no longer exist, the cover **we** provide will end at once. **We** will pay any **costs and expenses we** have agreed to, up to the date cover was withdrawn.

Expert Opinion

We may require the **insured person** to get, at their own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (**Details available from www.financial-ombudsman.org.uk**)

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **us**.

The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

Keeping to the policy terms

An **insured person** must:

- keep to the terms and conditions of this section of **your policy**
- take reasonable steps to avoid and prevent claims
- take reasonable steps to avoid incurring unnecessary costs
- send everything **we** ask for, in writing, and
- report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

Cancelling the policy

You can cancel this **policy** by telling **us** within 14 days of taking it out. Provided no claims have been made within that period, the person who sold **you** this policy will give **you** a full refund of the premium, subject to any separate charges that they may apply.

You may also cancel this policy at any time afterwards as long as **you** tell **us** at least 14 days beforehand.

We can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Fraudulent claims

We will, at **our** discretion, void the **policy** (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

- a) a claim an **insured person** has made to obtain benefit under this **policy** is fraudulent or intentionally exaggerated, or
- b) a false declaration or statement is made in support of a claim.

Claims under this policy by a third party

Apart from **us**, the insured person is the only person who may enforce all or any part of this **policy** and the rights and interests arising from or connected with it.

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

Other insurances

If any claim covered under this **policy** is also covered by another **policy**, or would have been covered if this **policy** did not exist, **we** will only pay our share of the claim even if the other insurer refuses the claim.

Law that applies

This **policy** is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this **policy** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Legal protection exclusions

The following exclusions apply to the Legal protection cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

What is not covered

Late reported claims

A claim where the **insured person** has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

Costs we have not agreed

Costs and expenses incurred before **our** acceptance of a claim.

Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.

Legal action we have not agreed

Any legal action an **insured person** takes that **we** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **appointed representative**.

Uninsured drivers

The **insured vehicle** being used by anyone, with **your** permission, who does not have valid motor insurance or a valid driving licence.

A dispute with ARAG or a preferred law firm

A dispute with **us** and/or a **preferred law firm** not otherwise dealt with under policy condition Arbitration.

Judicial review, coroner's inquest or fatal accident inquiry

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

Nuclear, war and terrorism risks

A claim caused by, contributed to, by, or arising from

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;

d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Litigant in person

Any claim where an **insured person** is not represented by a law firm or barrister.

Wilful acts

Any wilful act or omission of an **insured person** deliberately intended to cause a claim under this policy.

Use of alcohol and drugs

Any claim that arises from an **insured person's** use of alcohol or drugs.

Legal protection important notes

Privacy

When **you** purchase and use an **ARAG** product **we** will process personal information about **you** and anyone else whose details are provided to **us** to provide **you** with a service or a claim.

We process **your** personal information in accordance with **our** Privacy Notice. **You** can find **our** Privacy Notice online at www.arag.co.uk/privacy. Alternatively **you** can make a request for a printed copy to be sent to **you** by contacting dataprotection@arag.co.uk

How to make a complaint

We always aim to give **you** a high quality service.

If **you** think **we** have let **you** down, **you** can contact **us** by:

- phoning **0344 893 9013**
- emailing customerrelations@arag.co.uk
- writing to the **Customer Relations Department, ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW**
- completing **our** online complaint form at www.arag.co.uk/complaints

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

If **you** are not happy with the complaint outcome or if **we** have been unable to respond to **your** complaint within 8 weeks, **you** may be able to contact the Financial Ombudsman Service for help. This is a free complaint resolution service for eligible complaints. **Details available from** <https://www.financial-ombudsman.org.uk>

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing complaint.info@financial-ombudsman.org.uk
- writing to **The Financial Ombudsman Service, Exchange Tower, London, E14 9SR**

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect **your** right to legal action.

ARAG Head and Registered Office:

ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW

Registered in England and Wales | Company Number 103274 | Website: www.arag.co.uk

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of **business** and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

Breakdown cover

Breakdown cover within the United Kingdom is covered by RAC Motoring Services.

Additional covers and Breakdown cover outside the United Kingdom is underwritten by RAC Insurance Limited.

Registered office – RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

Breakdown cover only applies if shown on **your statement of insurance**.

Breakdown cover within the United Kingdom

What is covered

At home

If a **covered vehicle** has a **breakdown** within a $\frac{1}{4}$ of a mile of **your home** we will send help to attempt to **repair** the **covered vehicle** at the roadside.

If **we** are unable to **repair** the **covered vehicle** at the roadside, **we** will transport the **covered vehicle**, any attached **trailer** and **passengers** to either a local garage or a single destination chosen by the **driver** within the **United Kingdom**.

If **we** transport the **covered vehicle** to a garage **we** will reimburse **you** for taxi costs for **passengers** to continue the trip to a single destination chosen by the **driver** up to a maximum of 20 miles.

Away from home

If a **covered vehicle** has a **breakdown** within the **United Kingdom** more than a $\frac{1}{4}$ of a mile from **your home** we will send help to attempt to **repair** the **covered vehicle** at the roadside.

If **we** are unable to **repair** the **covered vehicle** at the roadside, **we** will transport the **covered vehicle** and any attached **trailer** from the **breakdown** location to either a local garage or a single destination chosen by the **driver** within the **United Kingdom**;

If a **trailer** has a **breakdown** within the **United Kingdom** more than $\frac{1}{4}$ mile from **your home**, **we** will send help to attempt to **repair** the **trailer** at the roadside

Additional covers

We will also pay for the following additional covers unless stated otherwise in **your policy** or unless an exclusion applies:

Medical emergency assistance

If a **passenger** suddenly or unexpectedly falls ill and needs medical help before the end of the trip, **we** will arrange 1 night's bed and breakfast accommodation up to a cost of £100 per **passenger** if **you** are more than 20 miles from **your home**.

The most **we** will pay is £500.

In addition **we** will arrange to transport the patient **home** or to a local hospital as soon as the patient is fit to travel.

Onward travel

Following a **breakdown**, if **we** cannot **repair** the **covered vehicle** on the same day, **we** will pay one of the following, subject to availability:

Alternative transport

We will pay up to £100 per **passenger** for the cost of a taxi or a standard class ticket by air, rail or public transport to enable the continuation of the **journey**.

The most **we** will pay is £500.

Hire Car

We will arrange to provide **you** with a replacement car for up to 3 consecutive days or until the **covered vehicle** has been repaired, whichever is sooner.

If **we** cannot arrange to provide **you** with a replacement car because **you** do not meet the car hirer's terms or conditions, **we** will reimburse **you** up to £50 per day **you** incur with **our** permission to hire an alternative car.

You are responsible for paying the car hirer's excess.

Overnight accommodation

We will arrange one night's bed and breakfast accommodation up to a cost of £100 per **passenger**.

The most **we** will pay is £500.

Breakdown cover outside the United Kingdom

What is covered

Outside the United Kingdom

If a **covered vehicle** has a **breakdown** within the **territorial limits** during a **journey**, **we** will send help to attempt to **repair** the **covered vehicle** at the roadside.

If **we** are unable to **repair** the **covered vehicle** at the roadside, **we** will transport the **covered vehicle**, any attached **trailer** and **passengers** from the **breakdown** location to a local garage for fault diagnosis on the **covered vehicle**.

We will also:

- pay for the initial fault diagnosis to find the next course of action;
- pay up to £175 for garage labour charges, when the **covered vehicle** can be repaired on the same day;
- help **you** source necessary replacement parts if the parts cannot be sourced locally, and pay for them to be delivered;
- pay for the reasonable cost of storage while awaiting **repair** or repatriation.

Additional covers

We will also pay for the following additional covers unless stated otherwise in **your policy** or unless an exclusion applies:

Hire car in the United Kingdom

Following a **breakdown** within the **territorial limits** during a **journey**, if **we** cannot **repair** the **covered vehicle** before **your** planned return to the **United Kingdom**, **we** will arrange to provide **you** with a replacement car in the **United Kingdom** for up to 3 consecutive days or until the **covered vehicle** has been brought back to the **United Kingdom**, whichever is sooner.

If **we** cannot arrange to provide **you** with a replacement car because **you** do not meet the car hirer's terms or conditions, **we** will reimburse **you** up to £50 per day **you** incur with **our** permission to hire an alternative car.

You are responsible for paying the car hirer's excess.

Import duty

Following a **breakdown** within the **territorial limits** during a **journey**, if the **covered vehicle** is beyond economical repair and it has to be disposed of within the **territorial limits** under Customs supervision, **we** will pay the cost of the import duty.

Onward travel in the United Kingdom and territorial limits

Following a **breakdown** within 24 hours of a **journey**, if **we** cannot **repair** the **covered vehicle** by **your** planned departure date, **we** will arrange to provide **you** with a replacement vehicle to enable **you** to continue **your journey** for up to 28 days or until the **covered vehicle** has been repaired, whichever is sooner.

If **we** cannot arrange to provide **you** with a replacement vehicle because **you** do not meet the vehicle hirer's terms or conditions, **we** will reimburse **you** up to £50 per day **you** incur with **our** permission to hire an alternative vehicle.

You are responsible for paying the vehicle hirer's excess.

Onward travel outside the UK

Following a **breakdown** within the **territorial limits** during a **journey**, if **we** cannot **repair** the **covered vehicle** within 12 hours of arrival at a garage, **we** will pay one of the following, subject to availability:

Alternative transport

We will pay up to £125 per **passenger** per day for the cost of a taxi or a standard class ticket by air, rail or public transport to enable the continuation of the **journey**.

The most **we** will pay is £1500.

Hire Car

We will arrange to provide **you** with a replacement car to enable **you** to continue **your journey** for a reasonable period up to 28 days

If **we** cannot arrange to provide **you** with a replacement car because **you** do not meet the car hirer's terms or conditions, **we** will reimburse **you** up to £50 per day **you** incur with **our** permission to hire an alternative car.

You are responsible for paying the car hirer's excess.

Overnight accommodation

We will arrange for necessary additional accommodation if **you** are unable to use **your** pre-arranged accommodation up to a cost of £75 per **passenger** per day.

The most **we** will pay is £500.

Repatriation

Following a **breakdown** within the **territorial limits** during a **journey**, if the **covered vehicle** cannot be repaired before **your** planned return to the **United Kingdom**, **we** will pay one of the following:

Collection

If the **covered vehicle** is repaired within the **territorial limits** after **your** return to the **United Kingdom**, **we** will pay the cost of a standard class ticket by air or rail and public transport for one person to return to the **territorial limits** to collect the **covered vehicle**.

We will also pay up to £75 per day for necessary accommodation to enable **you** to collect the **covered vehicle**.

Vehicle

If the **covered vehicle** is not repaired within the **territorial limits**, **we** will transport the **covered vehicle**, and any attached **trailer** to a single destination within the **United Kingdom** chosen by the **driver**.

If **agreed value** is shown on **your statement of insurance**, the most **we** will pay is the **agreed value**.

If **market value** is shown on **your statement of insurance**, the most **we** will pay is the **market value** of the **covered vehicle**.

We will also pay storage charges for the **covered vehicle** and any attached **trailer** whilst awaiting the **covered vehicle's** return to the **United Kingdom**.

Replacement driver

If the **driver** suddenly or unexpectedly falls ill within the **territorial limits** during a **journey** meaning that the **driver** is unable to drive, and no other **passenger** is fit and legally able to drive the **covered vehicle**, **we** will provide a chauffeur to allow the **journey** to continue.

Trailers

If a **trailer** has a **breakdown** within the **territorial limits** during a **journey**, **we** will send help to **repair** the **trailer** at the roadside.

Breakdown exclusions

The following exclusions apply to the Breakdown cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.

What is not covered

Alternative destination

We will not transport the **covered vehicle** to an alternative destination if the original intended destination is closed or inaccessible.

Animals

We will not transport any animals in **our** vehicles.

Breakdown

We will not attend any **breakdown**:

- arising from misfuelling, a road traffic collision, fire, flood, theft, an act of vandalism, an act or omission of the **driver** except running out of fuel and battery failure, or any key related issue except locking the keys in the **covered vehicle**;
- arising from the same cause for which **we** previously attended a **breakdown** unless the original fault has been properly repaired and any advice **we** provided after a temporary **repair** has been followed;
- if the **covered vehicle** is not legally taxed, insured and holding a valid MOT test certificate which is required by law or is not being used in line with the manufacturer's guidelines.

Costs

We will not pay for any costs incurred without **our** prior consent.

Customs restrictions

We will not transport the **covered vehicle** if a customs officer or other official prohibits **us** from doing so.

We will not transport the **covered vehicle** if a customs officer or other official finds any contents in the **covered vehicle** that are not legal in that country.

Expenses

We will not pay for the cost of fuel, insurance, **excess**, meals or delivery or collection of a replacement car.

Import duty

We will not pay for any import duties unrelated to the **covered vehicle**.

Livestock

We will not pay for any transportation of livestock.

Medical emergency assistance

Under Medical emergency assistance, **we** will not pay for any costs or benefits if a **passenger** is taken ill during a trip to or from a doctor's surgery or hospital.

Parts

We will not pay for the cost of any parts.

We will not fit any parts supplied by anyone other than **us**.

Specialist equipment

We will not pay for equipment that is not normally required to complete repairs or transportations including but not limited to winching or specialist lifting equipment.

Tyre faults

We will not transport the **covered vehicle** more than 10 miles from the **breakdown** location following a tyre fault unless the **covered vehicle's** serviceable spare tyre, tyre **repair** equipment and locking wheel nut are being carried.

Breakdown important notes

Data protection statement

This section provides a short summary of how **we** collect and use **your** data. Please refer to **our** website at rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy for full details of how **we** use **your** data. Alternatively, **you** can obtain a copy of the Privacy Policy by using the contact details below.

What is your data?

There are three types of data **we** hold about **you**:

1. Personal data is information **we** hold on record which identifies **you**. This may include **your** name, address, email address and telephone number;
2. **We** will may also hold data about **you** that is not personal, for example, information about **your vehicle**; and
3. A small number of **our** services require the collection and storing of special categories of personal data. **We** will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

How we obtain and collect your data

Your data may be collected in a number of different ways. For example, when **you** purchase this **policy**, contact **us** through social media or make a claim under **your policy**. **We** will always need to collect, store and use information about **you** to be able to provide **you** with **your policy**.

Please note, if **you** do not provide **your** data **we** will be unable to provide **you** with cover, as well as services related to administering **your policy**.

How we will use your data

We will use **your** data for the administration of **your policy**, for example, helping **you** if **you** make a claim. **We** may disclose **your** personal data to service providers who provide help under **your policy**.

Your rights

You have a number of rights relating to **your** personal data. For further information regarding any of these rights please visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy or contact the Data Protection Officer:

1. Call **our** Customer Service Team: 0330 159 0337; or
2. Email **us**: membershipcustomercare@rac.co.uk; or
3. Write to **us**:

RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol
BS32 4QN





Zurich Private Clients

www.zurich.co.uk/high-net-worth

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Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Legal protection section is underwritten and administered by ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW

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

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