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Zurich Private Clients

Open

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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. You will be entitled to a personal home visit and the services of a dedicated client manager if you purchase one of our Ultimate Home policies. 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.

Introduction

This policy booklet, together with your statement of fact, your schedule, any amendment to cover notice and your agreement to pay the premium, is an agreement between you and us. This policy booklet and your schedule explain 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

How we use personal information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. **You** should show this to anyone whose personal information may be processed to administer **your policy** including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and **we** will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing and risk management. **We** will only share personal information as described in this notice or where **we** are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Policy administration

In order to administer **your policy** and any claims made against **your policy**, **we** may share personal information provided to **us** with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If **we** do transfer personal information, including where **we** propose a change of underwriter, **we** will make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer **your policy** (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps **us** assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

Claims history

Under the conditions of **your policy** **you** must tell **us** when **you** become aware of any **incident** that could give rise to a claim under **your policy**, whether or not it is **your** intention to claim.

When **you** tell **us** about an **incident** or claim **we** may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL) Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI) or other relevant database.

We and other insurers may 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 **your policy** or claim.

This helps to check information provided and prevent fraudulent claims.

Important notes

Fraud prevention and detection

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

- share information about **you** with other organisations including the police;
- conduct searches about you using publicly available databases and insurance industry application, policy and claims checking systems;
- undertake credit searches;
- check and/or share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking details on applications for credit and credit related to other facilities;
- managing credit and credit related accounts or facilities;
- recovering debt and tracing beneficiaries;
- checking details on proposals and claims for all types of insurance;
- checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information **we** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **us** to correct their information if it is inaccurate.

If **you** want to know more about how **we** use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

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:

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

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,
PO BOX 3587,
Interface Business Park,
Wootton Bassett,
Swindon,
SN4 4AJ

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.

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.

Complaints procedure

Our commitment to customer service

We value the opportunity to look into any concerns **you** may have with the service **we** have provided and **we** are committed to handling all complaints fairly, consistently and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away, therefore in the first instance please get in touch with **us** or **your** insurance broker as they will generally be able to provide **you** with an immediate response to **your** satisfaction.

Our contact details are as follows:

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

Telephone: 0800 432 0003
E-mail: zpcnorthteam@uk.zurich.com

If **we** cannot resolve **your** complaint straight away, **we** will aim to resolve **your** concerns as soon as possible and **we** will keep **you** informed of progress while **our** enquiries are continuing.

The majority of complaints **we** receive are resolved within four weeks of receipt.

The Financial Ombudsman Service (ombudsman)

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** may be able to ask the ombudsman to formally review **your** case.

You must contact the ombudsman within six months of **our** final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a fixed line, for example a landline at home;

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Or **you** can e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and **you** are entitled to contact the ombudsman at any stage of **your** complaint.

For more information, please contact the ombudsman directly or visit www.financial-ombudsman.org.uk

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

*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**

Agreed value

The amount shown on **your** schedule which represents the value of **your** vehicle agreed by you and us. This amount will be reviewed at every renewal.

Amendment to cover notice

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

Definitions

Beneficiary	The person or entity to be paid the benefit if a victim suffers a covered loss of life , in the following order: <ul style="list-style-type: none">• 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: <ul style="list-style-type: none">• children, their children or other descendents of theirs• parents, grandparents or other ancestors of theirs, including adoptive parents, stepparents and step grandparents• siblings, their children or other descendents of theirs who do not live with you , including spouses or domestic partners of all of the above.
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.

Definitions

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	The most recent document in which the information you provide is shown.
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	United Kingdom , all members of The European Union, Iceland, Norway, 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.
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 **agreed value** of your vehicle which is shown on your schedule or the **market value** if you choose to insure the vehicle on a **market value** basis.

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 **agreed value** which is shown on your schedule unless you choose to insure the vehicle on a **market value** basis.

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 directly 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 incurred irrecoverable costs, 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.

Agreed value If your vehicle is insured on an **agreed value** basis and the cost of replacing your vehicle exceeds the **agreed value** for your vehicle which is the subject of the claim, we will pay the cost of replacing the vehicle shown in your schedule with a vehicle of the same make, model, specification, mileage and age, and in the same condition as your vehicle immediately prior to the loss, up to 150% of the sum insured shown in your schedule. This cover only applies if:

- Your vehicle is less than 15 years old, and;
- The **agreed value** for your vehicle is less than £150,000

Market value If your vehicle is insured on a **market value** basis and was registered as new in the **United Kingdom** less than 12 months prior to last renewal of your policy, you may elect for New vehicle replacement cover to apply to your claim.

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

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. Alternatively, repair of the vehicle may be arranged with one of our quality approved repairers who guarantee all bodywork repairs for three years.

No repairs can commence without our prior approval.

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.

Vehicle loss or damage cover

Enhanced fuel efficiency cover

Following a total loss, we will pay up to 115% of the value of **your vehicle** shown on **your policy schedule**, but not more than £150,000 to replace **your vehicle** (subject to availability) with any new vehicle of a similar type and specification but is more fuel efficient.

The replacement vehicle must be at least one band lower on the VED colour coded environment label system, than **your vehicle** that is subject to the claim.

This cover is only available where:

- 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;
- **your vehicle** is stolen and not recovered within 30 days

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

- **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.

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 last renewal of the policy, 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

If **you** chose to insure **your vehicle** on a **market value** basis and New vehicle replacement is not suitable, **we** will pay you the vehicle's market value.

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.

Vehicle loss or damage cover

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.

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.

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.

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.

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.

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.

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 £10,000 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.

Vehicle loss or damage cover

- 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 £3,000 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 £3,000 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 £5,000 for **loss or damage** to a luggage trailer or horse 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.
- Personalised registration plate** If **your** vehicle is stolen and not recovered, we will pay up to £5,000 for the loss of use of the personalised registration plate.
- When we pay for this loss, the personalised registration plate and its use becomes **our** property.
- You** may re-purchase the personalised registration plate from us when the DVLA re-issue the plate for no more than the settlement amount.

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**.

Loss of driving confidence

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

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, Gibraltar, Iceland, 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

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**.

Motor legal protection cover

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**.

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**.

Motor legal protection conditions

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 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.

European breakdown cover is underwritten by UK Insurance Limited.

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	<p>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.</p> <p>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.</p> <p>If you cancel cover for all your vehicles in the first period of insurance, we will apply the following cancellation charges:</p> <ul style="list-style-type: none">• 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 <p>These charges will not apply for cancellation of an individual vehicle where the policy remains in force for other vehicles.</p> <p>If we settle a claim as a total loss following an incident and we incur irrecoverable costs, 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.</p>
Cancellation by us	<p>We may cancel your policy or any part of it by sending you seven days' notice by recorded delivery to your last known address.</p> <p>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.</p>
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 .

General policy conditions

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.
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	<p>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.</p> <p>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.</p>
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	<p>We have a right to examine under oath, as often as we require, you or any insured person.</p> <p>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.</p>

General policy conditions

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.
Notifying us of a change	<p>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.</p> <p>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.</p> <p>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.</p>
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 to 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 that you do not want to renew your policy , you must inform us or your insurance broker before the next renewal date. Our right to renew your policy does not affect your cancellation rights.
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.
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.

General policy exclusions

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.

Zurich Private Clients

www.zurichprivateclients.co.uk

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UK branch registered in England and Wales Registration No. BR7985.

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