



Zurich Car Insurance Policy



Keep this booklet in your car

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Large print, audio and Braille

If you have any problems reading this booklet please call our Customer Service Team on 0800 408 0975 for Large print, audio and Braille documents.



Information relevant to the entire policy

Your policy is an agreement between you (the person shown in the statement of insurance as the policyholder) and the various parties providing the cover under the individual parts of this policy but is only valid if you pay the premiums.

Your most recent statement of insurance and any endorsement which applies sets out the information we were given when we agreed to provide you with the cover and terms of your policy.

Your policy provides cover for the drivers, insured car, use and period of insurance shown in your statement of insurance. You must read your policy, statement of insurance, certificate of motor insurance and any special terms and conditions or endorsements which apply, as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact us as soon as possible.

You must tell us immediately if any of your information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your policy may not be valid and claims will not be paid.

You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

Your policy provides cover in the United Kingdom for the people and car shown in the certificate of motor insurance for the period shown. For details of using your car abroad, see Section 12 of part A of the policy.

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 in which case you agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate to you in English.

Your cancellation rights

If you decide that you do not want to accept the policy (or any future renewal of the policy by us), you must tell to us within 14 days of receiving policy documents (or for renewals, within 14 days of your policy renewal date). We will charge you on a pro rata basis for the time we have provided cover for you, plus a cancellation fee of £25 (including Insurance Premium Tax). The balance of the premium will be returned to you but there will be no refund where you are cancelling the policy following a claim where the vehicle is a total loss and not being replaced. If you have purchased additional optional cover under parts B - G this will be shown on your statement of insurance. You should refer to the cancellation terms specified in the relevant part of the policy.

Please see Condition 5 for full details of all cancellation conditions and charges.

Automatic renewal

We will send you a renewal letter around 3 weeks before your renewal date, so you will have plenty of time to decide if you wish to renew your policy with us. If you have chosen automatic renewal, there are no changes and you are happy to renew your policy you need do nothing. If you decide not to renew your policy, simply let us know as soon as you receive your renewal quote and we will ensure no further payments are taken from you.

- **Automatic annual payment**

If you pay for your policy annually and have chosen to automatically renew it, the payment details you used to purchase will be securely stored so we can renew your policy each year. To ensure your payment can be processed and continuous cover can be provided, we will automatically take payment from your card 5 days prior to your renewal. If you have chosen to pay by credit card there will be an additional handling charge of 1.5%.

- **Automatic monthly payment**

If you pay the premium using a credit agreement with Premium Credit Limited, you consent to the automatic renewal of your policy at its expiry for a further 12 month period of cover. We will use the details you provided us when you took out the policy or as subsequently advised by you. The charge for interest will be shown separately with your premium details.

Non-automatic payment

If you have not chosen automatic renewal, how to pay your renewal premium will be shown on your renewal invitation.

Please see Condition 10 for full details of renewal and premium payment.

Vehicle damaged beyond economical repair or stolen and not recovered ('total loss')

If we decide that your car has been damaged beyond economical repair or it has been stolen and not recovered ('total loss') we may settle your claim by making a cash settlement based upon the market value of your car in the United Kingdom at the time of the loss or damage. Before we make payment you must send us the vehicle keys and documentation (including the vehicle registration document and, if applicable, the Department for Transport test certificate). If we have agreed that you can keep the vehicle we will deduct its salvage value from any payment we make to you.

You will have 42 days from the date we make payment to you to:

- advise us the details of a replacement vehicle or,
- if we have agreed that you can retain the vehicle, provide us with a satisfaction note, schedule of works and engineers report confirming that all necessary repairs have been carried out to a satisfactory standard.

Settling claims

For claims under Sections 4 and 5 of part A of the policy, we will at our option either repair your car or make a cash settlement, which will not be more than your car's market value at the time of the loss or damage.

Unless doing so would invalidate a car manufacturer's warranty, when we repair your car we may use parts or accessories which are not made or supplied by your car's manufacturer. However, they will be of a similar quality to the parts and accessories which are being replaced.

Administration charges

An administration charge of £25 (including Insurance Premium Tax) will be applied to policy changes. This charge will not be applied to changes we are informed of before the start of the policy or changes effective from your renewal we are informed of before the commencement date of your renewal. If you request a set of printed documents, rather than accessing them online, a charge of £25 will be made each time.

Definitions

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear in this **policy**. They are shown in bold throughout the **policy**. Additional definitions may apply to **Parts B – G** of the **policy**. Please refer to the relevant **parts** of the **policy** for details.

- **Certificate of motor insurance** – Evidence of the existence of motor insurance as required by law and which forms part of **your motor policy**.
- **Court of summary jurisdiction** – A Magistrates Court or a court of equivalent jurisdiction in the **United Kingdom**.
- **Emergency treatment fees** – Payment for charges prescribed by the **road traffic acts** for emergency medical assistance following an accident involving a **car** which we cover.
- **Excess** – The first amount **you** will have to pay towards the cost of a claim for loss of or damage to **your car**, whether or not the incident giving rise to the claim is **your** fault.
- **Fire** – Fire, lightning, explosion or self-ignition.
- **Malicious damage** – Damage caused to **your car** as a result of an intentional or reckless act by a person not covered by this **policy**.
- **Market value** – The cost, in the reasonable opinion of **our** motor engineer, of replacing **your car** with a car of the same make, model and pre-loss or damage condition, specification, mileage and age.

- **Motor policy** – The documents consisting of **your statement of insurance**, **your policy summary**, **your motor policy book**, **your certificate of motor insurance** and any **Special terms and conditions**.
- **No claim discount** – The reduction **we** allow in **your** premium in return for not making a claim, or where no unrecovered payment is made to **you** or a third party.
- **Part A-G** – the individual contracts in the **policy** at A – G entered into with the parties providing cover under each such contract.
- **Period of insurance** – The period shown in **your statement of insurance** and **certificate of motor insurance** for which **we** have agreed to cover **you** and for which **you** have paid or agreed to pay a premium.
- **Personal belongings** – Property which is worn or used and capable of being carried with **you** in everyday life and which belongs to **you** or any passenger in **your car**.
- **Policy** – The combination of **part A** and all other **parts you** have chosen to purchase.
- **Protected NCD** – Cover against loss of **your no claim discount** in the event of **you** making a claim.
- **Road traffic acts** – Legislation which includes details of the minimum cover for which motor insurance is required in the **United Kingdom**.
- **Special terms and conditions** – A change to **your** details which forms part of **your motor policy**.
- **Spouse** – **your** husband, wife or partner **you** live with as if you are married (including partners of the same sex).
- **Statement of insurance** – The document giving details of the **period of insurance**, **your** cover, the premium and the policy number. The **statement of insurance** includes all the information **you** provided when **we** prepared **your** quotation.
- **Theft** – Theft, attempted theft or the taking away of **your car** without **your** consent.
- **Total loss** – Where **your car** has been damaged beyond economical repair or it has been stolen and not recovered.
- **United Kingdom/UK** – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (including transit by sea, air, rail or within and between these places).
- **We/Us/Our/Zurich** – Zurich Insurance plc (except in **parts B – G** where **we/us/our** are separately defined).
- **You/Your/Insured** – The person named as the policyholder in both **your statement of insurance** and **your certificate of motor insurance**.
- **Your car/Insured car** – The car including its spare parts or accessories (fixed parts or products designed to be fitted to **your car** that are part of the manufacturer’s original specification or that **you** have declared to **us** and have been accepted by **us**) while on or in **your car** or in **your** private garage, described in **your statement of insurance** or any replacement car which has been notified to and accepted by **us**, and for which **you** have a **certificate of motor insurance** showing the registration mark. This will include any courtesy car temporarily supplied by a Zurich approved repairer while **your car** is being repaired following an accident covered by this **policy**.

Conditions which apply to the whole of this policy

Additional conditions may apply to **parts B – G** of the **policy**. Please refer to the relevant **parts** of the **policy** for details.

1. **You** must do all **you** reasonably can to prevent loss or damage to **your car** and maintain it in a roadworthy condition.
2. Everyone covered by this **policy** must follow the **policy** terms and conditions. All drivers must have a valid driving licence and follow the conditions of their licence.
3. If, by law, **we** must make a payment that is not covered by the **policy**, **we** have the right to recover this payment from **you** or the person who is liable.
4. **You** must tell **us** about any insurance related incidents (such as accidents, **thefts** or legal proceedings) in connection with this **policy** as soon as possible whether or not they give rise to a claim. **You** must give **us** all the information and help **we** may need. This will include details of any charges brought by the police against **you** or the person driving **your car** arising from an accident for which a claim is being made under this **policy**. **You** must send any court documents to **us** immediately they are received. **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.
5. **We** may cancel **your policy** by giving **you** seven days notice to your last known address and refund any premium which may be due to **you** in accordance with the terms of this condition.

Valid reasons for cancellation may include but are not limited to:

- If **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 given incorrect information and fail to provide clarification when requested;
- Where **we** reasonably suspect fraud;
- 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.

You have the right to cancel **your policy** at any time by telling **us** either in writing or by telephone using the contact details set out in **your** covering letter.

Where **you** cancel your **policy** and **you** pay under a credit agreement with Premium Credit Limited, **you** authorise **us** on **your** behalf to cancel **your** credit agreement with Premium Credit Limited.

If the **policy** is cancelled at any time, either by **you** or **us**, **we** will charge **you** on a pro rata basis for the time **we** have been on cover in addition to the cancellation charges shown below. **We** will not refund any premium if:

- **we** have paid a claim or one is outstanding when the **policy** is cancelled, or
- **you** are cancelling the **policy** following a claim where the vehicle is a **total loss** and not being replaced.

If **you** are paying by credit agreement and **you** have made a claim **you** must still pay the balance of the full annual premium under **your** credit agreement with Premium Credit Limited. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you**.

If **you** fail to pay the premium due **we** may cancel the **policy** and refuse **your** claim or take the balance of any outstanding premium due to **us** from any claim payment **we** make to **you**. This may mean that **we** fulfil **our** obligations to any claims against **your policy** by a third party but seek full recovery of any payments made under **your policy** directly from **you**. This may include the instruction of solicitors or other recovery agents.

Cancellation within 14 days

If the **policy** is cancelled within 14 days of **you** receiving it (or for renewals, within 14 days of **your policy** renewal date), either by **you** or **us**, a cancellation charge of £25 (including Insurance Premium Tax) will be deducted from any refund of premium.

Cancellation over 14 days

If the **policy** is cancelled, either by **you** or **us**, after 14 days of becoming effective (either as a new **policy** or at its renewal date), a cancellation charge of £50 (including Insurance Premium Tax) will be deducted from any refund of premium.

If **you** have purchased additional optional cover under **parts B – G** and **you** cancel this cover more than 14 days after receiving the **policy**, independently to **your policy**, there will be no refund. Please refer to the cancellation terms specified under the relevant **part** of the **policy** for more details.



6. Your duty to check information and tell us of any changes.

It is important **you** check **your** most recent **statement of insurance** and any endorsement which applies as they set out the information **we** were given when **we** agreed to provide **you** with the cover and terms of **your policy**.

Although **we** may undertake checks to verify **your** information, **you** must take reasonable care to ensure all information provided by **you** or on **your** behalf is accurate and complete.

You must tell **us** immediately if any of **your** information is incorrect or changes. If **we** have wrong information this may result in an increased premium and/or claims not being paid in full, or **your** insurance may not be valid and claims will not be paid. If in doubt about any information please contact **us** as soon as possible.

Changes to information **we** need to be informed of include, but are not limited to, these situations and they apply equally to all drivers covered under the **policy**:

- accidents (fault or non-fault) whether or not resulting in a claim;
- thefts (of or from your car);
- driving disqualifications;
- convictions or pending prosecutions for any motoring or criminal offence;
- change of **your** address or where your car is parked overnight;
- any health matters affecting ability to drive;
- make and model of **your** car;
- full or part time occupation;
- use of **your** car;
- modifications to **your** car (both cosmetic and/or performance enhancing);
- drivers of **your** car;
- annual mileage;
- type of licence and date test passed.

If **you** change the **insured** car, the drivers or how **you** use the **insured** car, **we** may not be liable until **we** have issued a new **statement of insurance** and either a cover note or **certificate of motor insurance**. If **you** make any changes to **your insured** car **your** insurance will not be valid until **we** have agreed to accept them.

Any changes, if accepted by **us**, will apply from the date indicated on **your** updated **statement of insurance** or by an endorsement to **your policy**. In this case **we** will be entitled to vary the premium and terms for the rest of the **period of insurance**.

An administration charge of £25 (including Insurance Premium Tax) will be applied to **policy** changes. This charge will not be applied to changes **we** are informed of before the start of the **policy**, or changes effective from **your** renewal if **we** are informed of them before the commencement date of **your** renewal.

If the changes are unacceptable to **us** and **we** are no longer able to provide **you** with cover, **we** or **you** can cancel **your policy**, as set out under Condition 5.

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

- 1) If **we** would not have provided **you** with any cover **we** will have the option to:
 - a. void the **policy**, which means **we** will treat it as if it had never existed and repay the premium paid; and
 - b. 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.
- 2) If **we** would have applied different terms to **your** cover, **we** will have the option to treat **your policy** as if those different terms apply.
- 3) If **we** would have charged **you** a higher premium for providing **your** cover, **we** will have the option to charge **you** the appropriate additional premium to be paid in full.

7. 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 the **policy** in the event of any fraud which occurred during the application process, which means **we** will treat the **policy** as if it had never existed; or
- terminate the **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 under **part A** headed 'Fraud prevention and detection'.

8. **We** will not make any payment if there is cover under any other **policy**.

9. **You** must report any **theft** or **malicious damage** to the police immediately.

10. Renewal and premium payment

We will send **you** a renewal letter around 3 weeks before **your** renewal date. If **you** have chosen automatic renewal, there are no changes and **you** are happy to renew **your policy** **you** need do nothing. If **you** decide not to renew **your policy**, simply let **us** know as soon as **you** receive **your** renewal quote and **we** will ensure no further payments are taken from **you**.

- **Automatic annual payment**

If **you** pay for **your policy** annually and have chosen to automatically renew it, the payment details **you** used to purchase will be securely stored so **we** can renew **your policy** each year. To ensure **your** payment can be processed and continuous cover is provided, **we** will automatically take payment from **your** card 5 days prior to **your** renewal. If **we** are unable to take payment, for example if there is a system failure; there are insufficient funds in **your** account or **your** account is no longer valid, **we** will attempt to contact **you** by phone, email, text and letter to let **you** know and to provide **you** with the opportunity to make payment by alternative means. If the **policy** and card holder are different, please ensure **you** have the card holder's permission. If **you** have chosen to pay by credit card an additional handling fee of 1.5% will be charged. Please note, **your policy** will not auto renew if **we** cannot take payment or if **we** are unable to provide **you** with a renewal quote.

- **Automatic monthly payment**

If **you** pay the premium using a credit agreement with Premium Credit Limited, **you** consent to the automatic renewal of **your policy** at its expiry for a further 12 month period of cover. **We** will use the details **you** provided **us** when **you** took out the **policy** or as subsequently advised by **you**. The charge for interest is shown separately with **your** premium details. Please note that failure to make **your** monthly payment when due will result in **your** finance provider, Premium Credit Limited applying an administration charge of £20. This will be added to the collection of the payment from **your** account. If a second attempt to collect payment fails or **your** Direct Debit Instruction at **your** bank is cancelled, **your** finance provider, Premium Credit Limited will inform **you** by letter and give **you** the opportunity to make the payment by credit/debit card. Premium Credit Limited will make a charge of £2.50 for each payment made by any method other than direct debit. If **you** fail to make the outstanding payment by the requested date, Premium Credit Limited will cancel **your** credit agreement and advise **us**. Under the terms of **your policy**, **we** will cancel **your** insurance immediately and notify **you** of the effective cancellation date in writing. Where **your policy** is cancelled for whatever reason, **you** will be required to pay any outstanding amount due for cover **you** have already received, including any unpaid fees and a cancellation fee. **We** will use the debit/credit card details **you** provided **us** with when **you** took out the **policy** to collect these unless **you** contact **us** to make alternative arrangements. If **we** are unable to recover the outstanding amount, **we** will pass this to **our** Debt Collection Agency which will incur additional charges of 15% + VAT based on the full outstanding amount owed to **us**, including any cancellation or administration fees.

- **Non-automatic payment**

If **you** have not chosen automatic renewal, how to pay **your** renewal premium will be shown on **your** renewal invitation. Please note that **we** must receive **your** payment prior to **your** renewal date in order for cover to be continuous otherwise all cover will end. **We** will contact **you** prior to **your** renewal date if **we** are unable to either renew **your policy** automatically or offer **you** renewal terms and advise **you** what **you** need to do. **Our** right to renew this **policy** does not affect **your** cancellation rights detailed elsewhere on pages 4 and 7 of the **policy**.



11. If an outstanding amount is payable by **you**, unless **you** contact **us** to make alternative payment arrangements, **we** will collect the payment owed to **us** using the debit/credit card details **you** provided **us** with when **you** took out the **policy**.
12. **We** reserve the right to establish the mileage on **your car** at any time where **your policy** has been rated on a selected mileage basis. Where the annual mileage has been exceeded, **your** premium will 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 additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the insurance.
13. **Your car** must be registered in the **United Kingdom**.



Exclusions which apply to the whole of this policy

Additional exclusions may apply to **parts A – G** of the **policy**. Please refer to the relevant **parts** of the **policy** for details.

We will not pay for any claims arising from the following:

1. **Your car** being driven or used by any person or for a purpose that is not covered by **your certificate of motor insurance**.
2. War, invasion or civil war, except as necessary to meet the requirements of the **road traffic acts**.
3. Riot or civil commotion outside Great Britain.
4. Pressure waves caused by aircraft travelling at the speed of sound, or faster.
5. Ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment.
6. Using **your car** in any area used by aircraft or for servicing aircraft.
7. A contract that says **you** are liable for something which **you** would not otherwise have been liable for.
8. Pollution or contamination 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**.



Our complaints procedure

Details of complaints procedures are included in each **part** of **your policy**. Please refer to the relevant **part** for full details.

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.

This applies to all **parts** of the **policy** except where specifically overridden.



Important Notes

Details of how **your** data is used are included in each **part** of **your policy** where applicable.



Contacting us

If you have any questions about your policy or would like to discuss any other insurance needs, please feel free to contact us at zurich.co.uk or call us on 0800 408 0975.

How to make a claim

Reporting a claim
or accident in the UK
0800 026 1777

Reporting a claim or
accident in Europe
0044 800 026 1777

Replacing or repairing glass
0800 015 8050
24 hours a day, 365 days a year

When you contact us about a
claim, you will need to tell us:

- ✓ Your names, address and telephone number(s)
- ✓ The place where the loss or damage occurred
- ✓ What caused the loss or damage

Optional add on cover

Your statement of insurance will show whether you have cover under this part.

Uninsured loss recovery and legal expenses	0800 026 1877
Personal Accident cover	0370 241 4539
Excess Protect	0203 503 0500
Hire car	0800 026 1877
Motor Legal Helpline	0800 026 1831 24 hours a day, 365 days a year
Keycare	0345 303 4017

Breakdown cover

Your statement of insurance will show whether you have cover under the following parts.

Emergency breakdown assistance
In the UK

0330 159 0262

(This number is charged at the national call rate and is included in inclusive minute plans from landlines and mobiles.)

Breakdown cover in Europe

Emergency breakdown assistance (as long as you have bought this optional cover)

	Freephone	Pay call
France and Monaco	0330 159 0342	0472 43 52 55
Republic of Ireland	1 800 535 005	00 44 800 107 9058
Serbia and Montenegro		99 33 472 43 52 55
Azerbaijan, Belarus, Georgia, Russia, Ukraine		810 33 472 43 52 55
Rest of Europe		00 33 472 43 52 55

Part A

Private car insurance

Section 1 – Liability to others

1. We will cover **your** legal liability to compensate other people if someone dies or is injured, or property is damaged, as a result of using **your car** and any trailer or broken-down vehicle being towed by it.

We will provide this cover for:

- **you** and the drivers named on **your certificate of motor insurance**;
- passengers in **your car**;
- **your** employer or business partner, or **your** spouse's employer or business partner; and
- the legal representatives of the people named above if they have died.

Following an event which may lead to a claim under this **policy**, we will provide legal representation for people covered under this **policy**:

- a) at any coroner's inquest, **court of summary jurisdiction**, or similar court; and
- b) to defend a charge of manslaughter or causing death by dangerous driving.

What **you** are not insured for:

- damage to **your car** or any trailer or vehicle that is being towed by it;
- damage to property (including any motor car) owned by or in the custody or control of the person claiming cover under this section;
- any amount over £20 million for damage to property and £5 million for legal costs and expenses as a result of any claim or series of claims caused by one event;
- death, injury or damage to property resulting from terrorism, except as necessary to meet the requirements of the **road traffic acts**.

Section 2 – Driving other cars

2. The cover provided by Section 1 of this **policy** will apply while **you** are driving in the **United Kingdom** or Republic of Ireland (including transit by sea, air, rail or within and between these places) any motor car which is not owned by **you** or hired to **you** under a hire purchase agreement provided:

- **you** have the owner's permission to do so;
- this cover is shown as being included on **your** current **certificate of motor insurance**;
- there is a separate current valid insurance **policy** in force for the car which meets **road traffic acts** requirements.

Section 3 – Emergency treatment fees

3. We will pay **emergency treatment fees** as necessary under the **road traffic acts**.

Section 4 – Fire and Theft cover

4. We will cover **your car** against loss or damage by **fire** or **theft**.

Cover for:

- entertainment, communication, navigation and other electronic equipment permanently fitted to **your car** or,
- if not permanently fitted can only function when connected to a car's electrical system

is limited to £500 for any one claim unless the equipment is fitted as part of the manufacturer's original specification for **your car**.

What **you** are not insured for:

- the first amount (**excess**) of each claim shown under '**excesses**' in **your statement of insurance**. This does not apply if **your car** is in **your** garage when the loss or damage occurs.
- an additional **excess** applies if **you** do not use one of **our** approved repairers, this amount will be shown under '**excesses**' in **your statement of insurance**;

- **theft** of entertainment, communication, navigation and other electronic equipment that:
 - is not permanently fitted to **your car** unless it is kept in **your home**, private garage or the glove box or luggage compartment of **your locked car** when not being used;
 - can be used independently of **your car**.
- loss of or damage to the ignition keys or any other removable **car** entry or ignition device;
- loss or damage where:
 - the ignition keys or any other removable car entry or ignition device are in or on **your car** or,
 - **your car** is unoccupied and not properly locked and secured or,
 - **your car** is unoccupied and left with the engine running;
- loss of use of **your car**;
- loss or damage resulting from deception;
- loss or damage caused by **theft**, if **your car** was taken by a member of **your family** or household unless that person is convicted of the **theft**;
- loss or damage due to **theft** unless it has been reported to the police and a crime reference number obtained;
- wear and tear;
- mechanical, electrical, electronic, computer or computer-software breakdowns, failures, faults or breakages;
- a reduction in **your car's market value** following repair;
- more than the maker's last list price in the **United Kingdom** of any spare part.

If **you** want **us** to pay for damage to **your car**, accessories or spare parts **you** must take steps to make sure that **your car** is kept safe until it is repaired. **You** can arrange to have **your car** removed to **our** nearest authorised repairer. It is important that **you** tell **us** immediately where **your car** is or **you** may be responsible for damage or storage costs.

Section 5 – Accidental damage cover

5. We will cover **your car** against loss or damage.

Cover for:

- entertainment, communication, navigation and other electronic equipment permanently fitted to **your car** or,
- if not permanently fitted can only function when connected to a car's electrical system

is limited to £500 for any one claim unless the equipment is fitted as part of the manufacturer's original specification for **your car**.

What **you** are not insured for:

- the first amount (**excess**) of each claim shown under '**excesses**' in **your statement of insurance**;
- an additional **excess** applies if **you** do not use one of **our** approved repairers, this amount will be shown under '**excesses**' in **your statement of insurance**;
- entertainment, communication, navigation and other electronic equipment that can be used independently of **your car**;
- loss of use of **your car**;
- loss or damage resulting from deception;
- loss of or damage to the ignition keys or any other removable **car** entry or ignition device;
- loss or damage where:
 - the ignition keys or any other removable **car** entry or ignition device are in or on **your car** or,
 - **your car** is unoccupied and not properly locked and secured or,
 - **your car** is unoccupied and left with the engine running;
- wear and tear;
- mechanical, electrical, electronic, computer or computer-software breakdowns, failures, faults or breakages;
- a reduction in **your car's market value** following repair;
- more than the maker's last list price in the **United Kingdom** of any spare part;

- damage to tyres caused by braking, puncture cuts or bursts;
- loss or damage from incorrectly fuelling **your car**.

If **you** want **us** to pay for damage to **your car**, accessories or spare parts **you** must take steps to make sure that **your car** is kept safe until it is repaired. **You** can arrange to have **your car** removed to **our** nearest authorised repairer. It is important that **you** tell **us** immediately where **your car** is or **you** may be responsible for damage or storage costs

Note:

We will not apply **excess(es)** while **your car** is being driven by:

- a member of the motor trade while it is being serviced or repaired;
- hotel or restaurant staff for the purposes of parking; or
- a replacement driver provided under **part C** of this **policy**.

Section 6 – New car replacement

6. Following a valid claim under Section 4 or 5 of the **policy**, we will, as long as everybody involved agrees, replace **your car** with a new one of the same make, model and specification provided **your car** is in current production and available in the **United Kingdom**, if:

- **you** or **your** spouse bought it new in the **United Kingdom**;
- it costs more than 60% of the manufacturer's retail price, including VAT, to repair it; and
- it is less than one year old from the date of its first registration as new, at the time of the loss.

If **we** cannot replace **your car** with one of the same make, model and specification **we** will pay what **you** paid for **your car** or the most recent new list price in the **United Kingdom** (which ever is less).

Section 7 – Repairs

7. Following a valid claim under Section 4 or 5 of the **policy**, we will pay the reasonable cost of taking **your car** to **our** nearest authorised repairer and returning it to **you** when the repairs are complete.

Section 8 – Owner's interest

8. We will make all claims payments under Section 4 or 5 of the **policy** to the legal owner if **your car** is under any contract or hire purchase agreement.

Section 9 – Personal belongings

9. We will pay up to £250 for **personal belongings** that are stolen from or accidentally damaged in **your car**. We will also pay up to £150 for loss or damage to any wheelchair, child's pushchair, buggy or carrycot in **your car**.

Following an accident or damage caused to **your car** by **fire** or **theft** we will pay up to £150 for the cost of replacing a child's car seat fitted in **your car** with a new one of the same or similar model and standard.

What **you** are not insured for:

- any items stolen unless they are hidden in a glove box or luggage compartment, other than a child's car seat, and **your car** is locked when it is unattended;
- money (including credit, cash, debit and cheque cards), tickets, vouchers, documents and securities;
- tools, samples or equipment carried in connection with any trade or business.

Section 10 – Medical expenses

10. Following an accident involving **your car**, we will pay:
- medical expenses of up to £200 for each person;
 - vet fees of up to £200 for each domestic pet (for a maximum of two pets)

if they are injured while travelling in **your car**.

We will also pay you £30 a day for up to 30 days if **you** have to stay in hospital.



Section 11 – Windscreen cover

11. If the glass in the windscreen, windows or sunroof is damaged, we will pay for its replacement or repair including the repair of any resulting scratching of the surrounding bodywork. As long as there is no claim under any other section of this policy, any payment for glass replacement will not affect your no claim discount.

What you are not insured for:

- the first amount (**excess**) of each claim shown under 'excesses' in your statement of insurance;
- an additional **excess** applies if you do not use one of our approved repairers. This amount will be shown under 'excesses' in your statement of insurance.

Section 12 – Using Your car abroad

12. Your car is covered if you use it in European Union countries, as well as Iceland, Norway and Switzerland.

Each single trip is limited to a maximum of 4 continuous days with a maximum total limit of 14 days in aggregate in any one period of insurance.

Following a valid claim, we will also cover the cost of any foreign customs duty you must pay if loss or damage to your car prevents its return to the United Kingdom.

If after 4 days your car does not return to the United Kingdom (unless we have agreed to extend cover in writing) cover will be limited to the minimum legal requirement to use your car in that country. The minimum requirements of United Kingdom law will apply if these are higher than those of the country in which you are using your car.

What you are not insured for:

- using your car in any country that is not listed above unless you have given us the details beforehand of the proposed trip and we have confirmed cover in writing.

Section 13 – Loss of road fund licence

13. If your car is declared a total loss following a valid claim, we will pay for any road tax that is still left that you are not able to recover from the licensing authorities.

Section 14 – Car-sharing

14. If you are paid as part of a car-sharing arrangement for social or other similar purposes, we will not consider this as 'carriage for hire and reward' as long as:
- your car is not built or adapted to carry more than eight passengers; and
 - you do not profit from the contributions you receive for the journey.

Section 15 – Courtesy car cover

15. We will provide policy cover in the United Kingdom for a car we give you temporarily after an accident.

A courtesy car will be provided to you for the duration of the period during which your car is being repaired by one of our approved repairers following an accident or theft. This will be a Group A vehicle (e.g. a small hatchback), usually with a manual gearbox, and only available in the United Kingdom.

If your car is a total loss you will not be offered a courtesy car.

Section 16 – Emergency overnight or travel expenses

16. We will pay you (and any person travelling in your car) up to £40 for any necessary overnight accommodation or to travel home if your car is stolen or damaged as a result of an accident covered by this policy.



Other information:

No Claim Discount

Subject to our no claim discount rules, we will increase your no claim discount by one year at each policy renewal. If you do make a claim, the number of no claim discount years will be reduced at the next renewal date to the amount shown in the table below:

No Claim Discount	First claim	Second claim	Third or more
1	Nil	Nil	Nil
2	Nil	Nil	Nil
3	1 year	Nil	Nil
4	2 years	Nil	Nil
5 or more	3 years	1 year	Nil

If you have four or more years no claim discount you may choose to take out extra cover to protect it. This cover will only apply if you pay an extra premium and the relevant special term and condition is shown on your statement of insurance.

Uninsured Drivers

If you make a claim following an accident and the driver of the other car is not insured you will not lose your no claim discount or have to pay any excess provided:

- we establish that the accident is not your fault;
- you give us the other vehicle's make, model and registration number, and
- the name and address of the person driving the other vehicle.

You may have to pay your excess when you first claim and may also temporarily lose your no claim discount. If subsequently we are satisfied that the accident was not your fault and the other driver was uninsured we will repay your excess, reinstate your no claim discount and refund any premium which may be due to you.

Exclusions applying to Part A of the Policy

1. An accident following which you or any person we insure to drive your car are convicted of:
 - driving with alcohol level above the legal limit;
 - driving while unfit through drink or drugs;
 - failing to provide a blood, urine or breath specimen (other than for a roadside test), for analysis.In such circumstances we will make any payments to satisfy our obligations as required under the road traffic acts, but we reserve the right to seek to recover any such amounts from you or the driver of your car.
2. We will not pay for deliberate or intentional loss or damage caused by anyone who has the benefit of any of the insurances under this policy, including suicide (or attempt thereof) or self harm.

Our Complaints Procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you do not feel we have 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 as they will generally be able to provide you with an immediate response to your satisfaction.

Contact details are provided within your policy or claim documents, for example:

- On your welcome or renewal pack
- On your Summary of Cover
- In 'Our Complaint Procedure' and 'Making a Claim' sections of your policy
- On claim acknowledgement letters

Most complaints can be resolved within 3 business days

If we can resolve your complaint to your satisfaction within 3 business days we will do so and we will write to you to confirm. (A business day is defined as Monday to Friday, but excluding bank holidays.)

Complaints that take longer than 3 business days to resolve

If **we** have not been able to resolve **your** complaint to **your** satisfaction within 3 business days, **we** will keep **you** updated with progress and provide **you** with **our** decision as quickly as possible. This will be in the form of a final decision letter from **our** Customer Relations Team.

If **you** are not happy with the outcome of **your** complaint, **you** can ask the Financial Ombudsman Service to review your case. **You** will need to contact them within 6 months of the date of our final decision letter.

You can also ask the ombudsman to review **your** case if we have not provided **you** with a final decision within 8 weeks of receiving **your** complaint.

The service they provide is free and impartial. They can be contacted as follows:

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

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

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

Website: www.financial-ombudsman.org.uk

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 this **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** insurance **policy** and any claims made against this **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** make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this **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.

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 other industry wide sources
- undertake credit searches
- check and 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.

Claims History

Under the conditions of this **policy you** must tell **us** when **you** become aware of any incident that could give rise to a claim under this **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 Motor Insurers' Bureau (MIB) 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 the **policy** or claim.

This helps to check information provided and prevent fraudulent claims.

Motor Insurance Database

Information relating to **your** insurance **policy** will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- a) electronic licensing
- b) continuous insurance enforcement
- c) law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- d) the provision of government services or other services aimed at reducing the level and incidence of uninsured driving.

If a vehicle of **yours** is involved in a road traffic accident (either in the **United Kingdom**, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds correct registration numbers for **your** vehicles. If incorrect details for any of **your** vehicles are shown on the MID **you** are at risk of having the relevant vehicle seized by the police. **You** can check that correct registration number details for **your** vehicles are shown on the MID at www.askmid.com

Checking your information

Please be aware, although **we** may undertake checks to verify **your** details, it is **your** responsibility to ensure all information provided by **you** is accurate and complete. If **we** are given wrong information **you** may not be covered or claims may not be settled in full.

See Conditions 6 and 7 (pages 8-9).

Products and Services

Unless **you** have advised **us** otherwise, **we** may share personal information that **you** provide within the Zurich Insurance Group and with other companies that **we** establish commercial links with, so **we** and they may contact **you** (by mail, e-mail, telephone or other appropriate means) in order to tell **you** about carefully selected products, services or offers that **we** believe will be of interest to **you**. **You** can ask not to be contacted in this way by writing to Customer Services, Zurich Insurance plc, Shurdington Road, Cheltenham, Gloucestershire, GL51 4UE or calling **us** on the number shown on **your policy** documentation.

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.

Part B Legal Cover

Your statement of insurance will show whether you have cover under this part

Definitions

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear in this **part**. These definitions apply to this **part** only.

The Conditions and Exclusions on pages 7 to 11 apply in addition to any other condition or exclusion stated in this **part**.

Appointed lawyer – The lawyer, or other suitably qualified person, who has been appointed by **us** to act for an **insured person** under Condition 2 of this **part**.

Authorised agent – Zurich Insurance plc

Insured incident – A **motor accident** which causes damage to **your car** or **your** personal effects or injures or kills an **insured person** whilst in **your car**.

Insured person – **you**, and any passenger or driver who is in **your car** with **your** permission. Anyone claiming under this **policy** must have **your** agreement to do so.

Legal costs – All reasonable and necessary costs charged by the **appointed lawyer** on a standard basis. Also the costs incurred by opponents in civil cases if an **insured person** has to pay them, or pays them with **our** agreement.

Motor accident – An accident involving **your car** and any other motor vehicle.

We/Us/Our – DAS Legal Expenses Insurance Company Limited.

Legal cover

We agree to provide cover in accordance with this **part**, subject to the terms, conditions and exclusions as long as:

- the **insured incident** happens during the **period of insurance** for which a valid **motor policy** is in force and within the **United Kingdom** or abroad as specified in the “**Using Your car abroad**” section of **your motor policy**; and
- any legal proceedings will be dealt with by a court or other body which **we** agree to; and
- it is always more likely than not an **insured person** will recover damages (or other legal remedy) or make a successful defence

What we will cover following an insured incident

Uninsured Loss Recovery

1. **We** will negotiate to recover an **insured person’s** uninsured losses and costs.

Motoring Prosecution Defence

2. **We** will negotiate to defend an **insured person’s** legal rights if an **insured incident** leads to them being prosecuted for an offence to do with driving **your car**. If an **appointed lawyer** is used, **we** will pay the **legal costs** for this.

Legal Advice 24 Hour Helpline

We will provide a 24 hour Legal Advice Helpline. To obtain assistance or legal advice following an accident, simply phone the following number: 0800 026 1831.

What is the most we will pay?

Legal cover

1. The maximum amount **we** will pay for all claims that arise from the same **insured incident** is £100,000.

What is not covered

- a) Any claim reported to **us** more than 180 days after the date an **insured person** should have known about the **insured incident**.
- b) Any **legal costs** that are incurred before **we** agree to pay them.
- c) Any claim relating to a contract involving **your car**.
- d) Use of **your car** by any person who does not have valid motor insurance cover.
- e) Any claim against an uninsured, unidentified or untraced motorist.
- f) Fines, damages or other penalties which an **insured person** is ordered to pay by a court or other authority.
- g) Any claim for motoring prosecution defence if the offence for which the **insured person** is being prosecuted
 - is for parking
 - suggests an **insured person** has been dishonest.

- h) Any disagreement with **us** or **our authorised agents** that is outside of condition 7 of this **part**.
- i) Any legal action an **insured person** takes which **we** or the **appointed lawyer** have not agreed to or where the **insured person** does anything that hinders **us** or the **appointed lawyer**.
- j) An **insured incident** where at any time the prospects of making a recovery do not exceed 50%. **We** will cease to provide cover from the date this situation becomes known to **us**.
- k) Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

Legal cover – Conditions

You must also refer to the Conditions and Exclusions on pages 7 to 11.

1. Claims Procedure

An **insured person** must:

- keep to the terms and conditions of this **part 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 of any claims as soon as is reasonably possible and give **us** any information **we** may need.

2. Handling the claim on your behalf

- a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time before an **appointed lawyer** is appointed. **We** can negotiate any claim on behalf of an **insured person**.
- b) Before an **insured person** nominates a lawyer, **we** can appoint an **appointed lawyer**.
- c) The **appointed lawyer** will be a firm of independent solicitors who are governed by the Solicitors Regulation Authority and **our authorised agents** will receive a referral fee for certain categories of claim. **You** will be notified of the referral fee by the solicitors when they receive the claim.
- d) If **we** agree to start legal proceedings, or if there is a conflict of interest, an **insured person** can nominate an **appointed lawyer** by sending **us** the lawyer's name and address. **We** may choose not to accept the nominated lawyer. If there is a disagreement over the choice of **appointed lawyer**, another lawyer can be appointed to decide the matter (see Condition 7).

- e) An **appointed lawyer** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment. The **appointed lawyer** must co-operate fully with **us** at all times.
- f) **We** will have direct contact with the **appointed lawyer**.
- g) An **insured person** must co-operate fully with the **appointed lawyer** and must keep **us** up- to-date with the progress of the claim.
- h) An **insured person** must give the **appointed lawyer** any instructions that **we** ask for.
- i) The cover under this section will be invalidated in any circumstances in which the **insured person**:
 - i) supplies **us** with inaccurate or misleading information.
 - ii) unreasonably instructs **us** or the **appointed lawyer** to discontinue the claim.
 - iii) acts against the advice of **us** or the **appointed lawyer**.

3. Termination of appointed lawyer

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

4. Claims settlement

- a) An **insured person** must tell **us** if anyone offers to settle a claim.
- b) If an **insured person** does not accept a reasonable offer to settle the claim, **we** may refuse to pay further **legal costs**.
- c) An **insured person** must not negotiate or agree to settle a claim without **our** approval.
- d) **We** may decide to pay an **insured person** the amount of damages he or she is claiming instead of starting or continuing legal proceedings.

5. Legal costs

- a) If **we** ask, an **insured person** must instruct the **appointed lawyer** to have **legal costs** taxed, assessed or audited.
- b) 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.

6. Termination of a claim

If an **insured person** stops a claim without **our** agreement, or does not give suitable instructions to an **appointed lawyer**, the cover **we** provide will end at once.



7. Disagreement over the appointed lawyer

If **we** and the **insured person** disagree about the choice of **appointed lawyer**, or about the handling of a claim, **we** and the **insured person** can choose another lawyer to decide the matter. **We** must both agree to this in writing. If **we** cannot agree with the **insured person** about the choice of the second lawyer, **we** will ask the President of a relevant national law society to choose a lawyer and determine apportionment of costs between the parties.

8. Cover on another policy

We will not pay any claim that is covered under any other **policy**, or any claim that would have been covered by any other **policy** if this cover did not exist.

9. Cancellation

We can cancel this cover at any time provided **we** tell **you** at least 7 days beforehand. **You** can cancel this cover at any time provided **you** tell **us** at least 7 days beforehand. If **you** cancel **your motor policy** or **you** cancel this cover there will be no refund of premium under this **part**.

10. How to make a complaint

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to our Customer Relations Department at our DAS Head Office address.

Or **you** can phone us on 0344 893 9013 or email **us** at customerrelations@das.co.uk

Details of our internal complaint-handling procedures are available on request.

If **you** are still not satisfied **you** can contact the Insurance Division of the Financial Ombudsman Service at:

Exchange Tower, Harbour Exchange Square, London, E14 9SR

You can also contact them on: 0800 023 4567 (free from a landline), 0300 123 9123 (free from some mobile phones) or email them at complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton, WV1 9WJ

You can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

11. Data protection

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with our Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at our Head Office address below:

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

The Legal protection section is underwritten by DAS Legal Expenses Insurance Company Limited.

Our address

The Legal protection section is underwritten by DAS Legal Expenses Insurance Company Limited, The head and registered office:

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

Registered in England and Wales, number 103274 | www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Legal protection section is administered by DAS Law Limited.

The Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol BS1 6FL.

Registered in England and Wales, number 5417859 | www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

Part C

Breakdown Cover

Your statement of insurance will show whether you have cover under this part

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Terms and Conditions

This **policy** is a contract between **us** and **you**. **We** agree to pay for those costs set out in this **policy**, which occur during the **period of cover** and for which payment of the appropriate premium has been made and subject to the following **policy** terms and conditions

The Conditions and Exclusions on pages 7 to 11 of **your associated private car policy** apply in addition to any conditions or exclusions stated in this **part**.

Definitions

Accident – means an accidental crash immobilising the **insured vehicle**

Zurich private car policy – the motor insurance arranged by **Zurich** Insurance plc (which is taken out by the policyholder to cover a private car).

Breakdown – means unforeseen mechanical or electrical failure during the **period of cover** in the **United Kingdom** and **Europe** which has either immobilised **your vehicle** or made it unsafe to drive.

Certificate of motor insurance – means evidence of the existence of motor insurance as by law and which forms part of **your associated private car policy**.

Claim – means a call for assistance under this **policy**.

Europe – Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia (west of the Urals), San Marino, Serbia & Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (west of the Bosphorus), Ukraine.

Home – means the address where **you** live in the **United Kingdom**.

Period of cover – means the duration of **your** cover as stated in **your policy documents**.

Policy documents – means this **policy** wording and all associated documentation provided to **you** by **Zurich** on **our** behalf.

Resident of the United Kingdom – means a person living permanently in the **United Kingdom** or a person employed by a company having its registered office in the **United Kingdom**.

Specialist equipment – is equipment not carried by **RAC** patrols or **RAC** contractors.

The party/Your party – means the persons including **you**, travelling with **you** in the **vehicle**.

United Kingdom/UK – means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Vehicle – means the **vehicle** specified in the fulfilment material as being eligible to receive services under this **policy**.

We/Our/Us/RAC – means **RAC** Motoring Services and/or **RAC** Insurance Limited.

You/Your – means the person(s) named in the **policy documents** when driving the **vehicle**, or any other person driving the **vehicle** with the owner's consent.

Zurich – Zurich Insurance plc

Important information

Disability discrimination

If **you** have any problems reading this booklet, **you** can always call **our** Customer Services on 0800 408 0975 for a large font or Braille version.

Choice of law

The laws of England and Wales govern **your policy**, unless **you** and **RAC** agree otherwise and the agreement has been put in writing by **RAC**.

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Telephone recording

For **our** joint protection, telephone calls may be recorded and/or monitored.

What to do if you breakdown

If **you** are unfortunate enough to **breakdown**, please follow these simple steps.

1. Call the appropriate number stated in the following table.
2. Have to hand **your** cover number and **vehicle** registration.
3. Advise the operator of the location of **your vehicle** and the nature of the fault.
RAC will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call **RAC** first. Please do not go ahead and make **your** own arrangements as **RAC** cannot reimburse costs incurred without prior authorisation. Calls may be recorded and/or monitored.

Members with hearing difficulties can contact **RAC** through **our** Minicom Supertel unit on 0800 626 389 or use the SMS facilities on 07855 828 282. These services are not available for European incidents.

UK

0330 159 0262 (This number is charged at the national call rate and is included in inclusive minute plans from landlines and mobiles.)

France and Monaco

0800 290 112 (freephone within France and Monaco only)

0472 43 52 55 (pay call)

Republic of Ireland

1 800 535 005 (freephone)

00 44 800 107 9058* (pay call)

Rest of Europe

00 33 472 43 52 55 (pay call)

Serbia and Montenegro

99 33 472 43 52 55 (pay call)

Azerbaijan, Belarus, Georgia, Russia, Ukraine

810 33 472 43 52 55 (pay call)

* If **you** are calling from a **UK** mobile phone, **your** network provider may not allow **you** to call a freephone 1800 number. Please check with **your** service provider prior to travelling. Customers who are affected can contact **us** on 00 44 800 107 9058. **Your** network provider may charge **you** for this call.

Breakdowns on motorways

On continental motorways (including service areas) **you** MUST use the Roadside emergency telephones. **You** cannot call **RAC** control centres from these. **You** will be connected to the police or authorised motorway service, who will send a **breakdown** recovery **vehicle**. However, this will only be to the recovery company's own depot if they cannot fix **your vehicle** – contact **RAC** using the numbers above as soon as **you** can, if possible from the recovery company's depot. **You** may have to pay labour and towing charges on the spot – an authorised tariff is normally applicable. These items are covered and **you** should obtain a receipt to **claim** a refund on **your** return **home**.

Mobiles and car phones

RAC will not reimburse the cost of any telephone calls **you** make in connection with any **breakdown** under this **policy** (including mobile phone calls).

It may not be possible for an **RAC** control centre to call a mobile or car phone but when it is, **you** may still have to pay the cost of any international call. Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car phones vary from country to country. Please check with **your** service provider that **your** phone meets the requirements and standards for the countries in which **you** are travelling.

Services provided

Service in the UK

Cover applies to vehicles registered with the DVLA in Swansea or Northern Ireland only.

1. Roadside

Your statement of insurance will show whether **you** have cover under this section.

What is covered:

If **you** are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a **breakdown** to **your vehicle**, **we** will send an **RAC** patrol or contractor to help **you**.

We will try to repair **your vehicle** at the roadside. Roadside includes labour at the scene of the **breakdown** (but not labour at any garage to which the **vehicle** is taken).

If **we** cannot repair the **vehicle** at the roadside, and **we** believe repairs are unwise or cannot be completed within a reasonable time, **we** will take the **vehicle** and up to 8 people to a destination of **your** choice within 10 miles of the scene of the **breakdown**. If **you** have no preferred destination, **we** will take the **vehicle** to a nearby garage. If **you** wish the **vehicle** to be taken to any other destination, **you** will have to pay for the towage costs for the whole distance.

If **you** need to leave **your vehicle** at the garage **we** will reimburse **you** for taxi fares up to 20 miles (a receipt must be obtained).

What is not covered:

1. **breakdowns** which would be prevented by routine servicing of **your vehicle**
2. any labour other than that incurred at the roadside
3. replacing tyres or windows
4. missing or broken keys. **We** will try to arrange the services of a locksmith but **you** will have to pay for them
5. the cost of ferry crossings, road toll and congestion charges
6. **vehicles** being demonstrated or delivered by motor traders, or used under trade plates **RAC** to the rescue.
7. **vehicles**, which, according to **our** patrol or contractor, had broken down or were unroadworthy before **you** took out **your policy**
8. **vehicles**, which **breakdown** within 1/4 mile of **your home** address or where **you** normally keep the **vehicle**
9. contaminated fuel problems. **We** will arrange for **your vehicle** to be taken to a local garage for assistance, but **you** will have to pay for the work carried out
10. the cost of parts, fuel or other supplies
11. any **vehicle** storage charges incurred when **you** are using **our** services
12. labour at any garage to which the **vehicle** is taken

13. **breakdown** caused by or following an **accident, fire, theft** or act of vandalism. If **you** call **us** for assistance following such an incident **you** will be liable to pay **us** for removal. (Subject to the terms of **your** insurance **policy**, **you** can then reclaim these costs through **your** insurance)
14. the tow or transport of any **vehicle**, which, in **our** reasonable opinion, is loaded beyond its legal limit
15. any **vehicle** in a position where **we** cannot work on it or tow it, or wheels have been removed, **we** can arrange to rectify this but **you** will have to pay the costs involved
16. any animals in **your vehicle**, please note that their onward transportation is at **our** discretion and solely at **your** risk. **We** will not insure any animal, including livestock in transit, during any onward transportation **we** undertake.

2. Roadside & Recovery

Your statement of insurance will show whether **you** have cover under this section.

Roadside & Recovery has the same terms and conditions as Roadside but with the following variations.

What is covered:

If **we** cannot get **your vehicle** repaired locally within what **we** deem to be a reasonable time, **we** will take the **vehicle** and up to 8 people **home** or to a single address anywhere else within the **UK**. If there are more than 5 people this may require two separate vehicles. An adult must accompany any persons under the age of 16.

You can use Recovery if **you** are ill, and there are no passengers who can drive the **vehicle**, so that **you** cannot continue **your** trip. **You** must show **us** a doctor's medical certificate confirming **your** inability to drive (in these cases, **we** will provide this service as **we** see fit).

Recovery does not cover:

1. any **vehicle** which in **our** reasonable opinion was broken down or unroadworthy at the time **you** took out **your policy**
2. the use of Recovery as a way to avoid paying repair costs
3. a second Recovery if **we** consider that the original fault of a first Recovery has not been properly repaired
4. service within 24 hours of commencement of this **policy**.

3. Full UK breakdown

Your statement of insurance will show whether you have cover under this section.

Full UK breakdown has the same terms and conditions as Roadside & Recovery but with the following variations.

3.1 At home

At home has the same terms and conditions as Roadside but with the following variations.

What is covered:

At home allows you to use Roadside within 1/4 mile of your home address or where you normally keep the vehicle.

What is not covered:

1. the rectifying of failed or attempted repairs
2. the reimbursement of taxi fares
3. service within 24 hours of commencement of this **policy**.

3.2 Onward travel

Onward travel benefits must be arranged at the time of **breakdown** and cannot be requested later.

You are entitled to one of the following extra benefits once we have decided that we cannot get the **vehicle** repaired locally:

- replacement car hire.
- alternative transport costs.
- hotel accommodation.

You can use the Onward travel benefits from your home address or within 1/4 mile of your home address. This excludes incidents where we have been called to rectify failed repairs.

3.3 Replacement car hire

We will pay for:

1. up to two days hire cost of a manual car of similar cubic capacity to your vehicle up to 1600cc for the duration of the repairs to the vehicle in accordance with your onward travel entitlement, for one incident.
2. insurance (including collision damage waiver). Replacement car hire is subject to availability and our supplier's terms and conditions, which will usually include:
 1. age limits
 2. the need to have a current driving licence, and, if held, a driving licence photo card, with you
 3. limits on acceptable endorsements
 4. the need to provide a valid credit card number (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the vehicle to you).

Hire cars are not usually available with a tow bar, and therefore your caravan or trailer will, if eligible, be recovered under Recovery with your broken-down vehicle.

If we decide that a hire car is not a practicable solution for any reason, hotel accommodation or alternative transport will be provided instead.

3.4 Alternative transport

We will reimburse **you** for standard class rail or other transport of **our** choice for up to 8 people to reach the end of their journey within the **UK**. We will pay up to £150 a person or £500 for a group whichever is less.

3.5 Hotel accommodation

We will arrange and reimburse **you** for one night's bed and breakfast for up to 8 people in a hotel of **our** choice. We will pay up to £150 a person or £500 for each party whichever is less. **You** will have to pay for any extra hotel or transport costs.

3.6 Special medical assistance

Onward travel also provides special medical assistance. If **you** or one of **your** passengers is taken into hospital more than 20 miles from **home** we will arrange and pay for overnight accommodation for the other passengers, as described in 'Hotel accommodation' above.

We will also arrange for an ambulance to take the patient to a local hospital near to their **home** once medical permission has been given. Special medical assistance is not available for planned hospital visits.

What is not covered:

1. A second use of the Onward travel benefits if the original fault has not been properly repaired.
2. Other charges arising from **your** use of the hire **car**, such as fuel costs, deposit, any insurance **excess** charges, collecting and returning the **vehicle** and any costs due to **you** keeping the **car** after the agreed period of hire (**you** must settle these charges directly with the supplier).
3. If **you** require a second or any other type of **vehicle** we will try to arrange this for **you**. **You** will have to pay for any additional costs.
4. If **you** are unfortunate enough to have an incident with the hire **vehicle** and **you** make an insurance **claim**, **you** will be responsible for paying any **excess**.
5. Service within 24 hours of commencement of this **policy**.
6. **Breakdowns** in the **UK** resulting from road traffic **accidents**, vandalism, **fire** or **theft**.

4. Full UK & European Breakdown

Your statement of insurance will show whether you have cover under this section.

Full **UK** and European **breakdown** has the same terms and conditions as Full **UK** but with the following variations.

European cover applies to **vehicles** registered with the DVLA in Swansea or Northern Ireland only.

European cover operates within all countries defined as **Europe** on Page 26.

4.1 Service in the UK en route to Europe

If **you** are stranded on a public highway through **breakdown** of **your vehicle** on the outward journey from **home** to **your** point of departure from the **UK** or on the inward journey from **your** point of entry to the **UK**, to **home**, we will provide services as if **you** were in **Europe**.

In addition we will pay a contribution of up to £750, towards the cost of self-drive hire **car** including collision damage waiver and replacement Green card as necessary, to complete the planned journey if **RAC** confirms **your vehicle** cannot be repaired within 24 hours.

4.2 Service whilst in Europe

You are covered for any number of trips, each up to 90 days in duration but not for longer stays and provided the outward and return journeys are completed in the **period of cover**.

In the event of a **breakdown** **we** will pay for the following subject to the limitations for each section as described in the **policy** description:

We will pay for:

1. attendance of local **breakdown** or garage services to repair the **vehicle** at the roadside if possible; or
2. tow of the **vehicle** from the place of **breakdown** or **accident** to the nearest local repairer where **you** may arrange repairs and either:
 - a) a contribution towards labour charges at a garage if it is possible to effect the repairs necessary to enable the **vehicle** to continue the journey on the date of **breakdown**; or
 - b) inspection fees, in the event of a **breakdown**, to confirm that the **vehicle** cannot be repaired by **your** return travel date and **your** request for assistance will include authorisation for **us** to arrange this; and
3. storage charges for the **vehicle** while awaiting repair or repatriation
4. the cost of wheel changes but not for replacement tyres.

We will not pay for:

1. any labour costs other than those incurred at the roadside. **We** will not pay labour costs at any garage to which the **vehicle** is taken other than under paragraph 2 above
2. repair costs, including labour, if the **vehicle** was in a road traffic **accident**, damaged by **fire** or stolen or is uneconomical
3. the cost of parts used for roadside or garage repairs
4. the cost of any repairs not directly necessary to enable the **vehicle** to continue the journey on the date of the **breakdown**

5. the cost of any other supplies, including but not limited to **specialist equipment**.

If **we** cannot repair the **vehicle** within 12 hours of being notified of a **breakdown**, then **we** will pay for either:

- a) additional accommodation expenses **we** will pay up to £30 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while **you** wait for **your vehicle** to be repaired, providing the appropriate **RAC** control centre can confirm repairs will take more than 12 hours, or if it is to be repatriated to the **United Kingdom**.

We will not pay for:

1. the costs of meals and any extra costs. or
- b) journey continuation or return **home**.

If the appropriate **RAC** control centre can confirm repairs to **your vehicle** will take more than 12 hours, or if **your vehicle** is to be repatriated to the **United Kingdom**, a contribution to travel expenses to allow **you** to:

1. continue the planned journey during the period **your vehicle** is not roadworthy
or
2. return **home** by direct route.

Expenses can comprise self-drive car hire up to 14 days per **claim**, including collision damage waiver (see "Important self-drive hire car information") and replacement Green card as necessary, or second/ standard class rail, or a combination of both. **RAC** will in its sole discretion decide which course of action to adopt, but **RAC** will take into consideration **your** preference.

You must collect the **vehicle** when repaired as once the **vehicle** is repaired and **you** have been notified, **RAC** will not pay any further expenses other than the costs of collection.

This benefit is also available if **your vehicle** is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if and when **your vehicle** is recovered in a roadworthy condition.

We will not pay for:

1. fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car
2. the cost of any car hire beyond the period agreed with the appropriate RAC control centre
3. any car hire expenses after **your vehicle** is repaired except for the direct journey to return and collect it
4. first class rail fares
5. any costs under this benefit if they are for a service **you** used at the same time as the above section "Additional accommodation expenses"
6. international drop charges where a **vehicle** hired from **Europe** is dropped within the UK
7. the costs of hiring a motorcycle
8. any hire costs not arranged through RAC or agreed by RAC.

4.3 Vehicle repatriation

If RAC can confirm that repairs cannot be completed by **your** planned return date to the **United Kingdom** and providing the cost of repatriation is not uneconomical **we** will pay for **vehicle** repatriation to the **United Kingdom**.

We will pay for the cost of taking the **vehicle** by road transporter from **Europe** to **your home** or chosen **UK** repairer for repair.

We will also pay the costs of packing and freighting **your** baggage if the **vehicle** is declared a 'Write-off' by the **vehicle's** insurers.

When repatriation is authorised it normally takes 10-14 working days for delivery to a **UK** address from most west European countries. At busy times and from east European countries it may take longer.

If the **vehicle** has been fitted with a roof box or bicycle rack, **you** must remove and place it inside the **vehicle**. The roof box keys need to be left with **your vehicle** keys.

We will not pay for:

1. **Claims** for any repatriation not authorised by the appropriate RAC control centre
2. the cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the **UK market value of your vehicle** according to Glass's guide
3. the cost of repatriation if **your vehicle** is roadworthy
4. any **claim** if **your vehicle** is being repatriated and Customs in any country find its contents are breaking the law
5. any further costs in connection with the **vehicle** once declared a write-off by **us**.

4.4 Collection of Vehicle from Europe

We will pay up to £600 for the following costs for one person to collect **your vehicle**, repaired abroad after a **breakdown**.

1. Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
2. Additional homeward cross channel ferry or rail fare for the repaired **vehicle** (calculated by taking the actual fare less the value of any unused homeward portion of **your** original cross channel ticket).
3. Up to £30 per night for single room hotel accommodation necessary to complete the round trip (limited to room only).

We will not pay for:

1. first class rail fares
2. the cost of any meals
3. the costs of more than one person.

Note: The appropriate RAC control centre will make the sole decision whether **your vehicle** should be repaired in **Europe** for **you** (or someone nominated by **you**) to return and collect.

4.5 Authority for repatriation or repair

If **your vehicle** is not able to be driven due to a road traffic **accident, fire, break-in or theft**, any damage which **you** are entitled to have repaired by **Zurich** must be reported to them immediately.

Zurich must decide whether to declare the **vehicle** is a write-off, authorise repair abroad or have the **vehicle** repatriated. **We** cannot repatriate the **vehicle** unless **Zurich** first give their permission.

We also reserve the right to negotiate with them to reclaim costs incurred. If **Zurich** cannot or do not give permission to repatriate then it is **our** decision alone whether to declare the **vehicle** a write-off, or repatriate or repair locally a **vehicle** which cannot be driven as a result of a **breakdown**, or as a result of a road traffic **accident, fire or theft**, for which **you** do not have fully comprehensive cover.

5. Additional Services

We will pay for the costs of providing the following if applicable.

5.1 Vehicle break-in, emergency repairs

We will treat **your vehicle** as if a **breakdown** had occurred and **you** will be entitled to all of the services set out in this document except '**vehicle** repatriation'.

We will pay:

1. the cost of immediate emergency repairs, up to £175, necessary to make **your vehicle** secure in the event of damage to window, locks or windscreen caused solely by forcible entry, or attempted forcible entry provided **you** report the matter to the police either before contacting **us** or within 24 hours of contacting **us**, and **you** have obtained a written report from the police.

We will not pay for:

1. the cost of repairs if they are not to make **your vehicle** secure and for the reasons stated
2. any repair costs if **you** do not obtain a police report and submit it with **your claim**.
3. repatriation benefits as described under the section entitled '**vehicle** repatriation'.

5.2 Spare parts dispatch

If as a result of a **breakdown** **your vehicle** needs parts but these are unavailable locally **we** will pay for:

1. freight, handling and ancillary charges for dispatch of spare parts not obtainable locally
2. the fare for one person to collect parts from the appropriate railway station or airport.

We will not pay for:

1. the cost of parts themselves, which must be paid on receipt.
When telephoning the **RAC** control centre **you** will be asked for **your** credit card details. Alternatively **you** will be asked to pay for the part(s) direct to the repairer.

5.3 Accidental damage to or loss of tent

We will pay:

1. up to £35 per person per day contribution to accommodation expenses if during the **period of cover** **you** are camping and **your** tent is damaged **accidentally** making it unusable, or it is stolen.

Alternatively, **we** may at **our** option authorise the cost of a replacement tent. If **your** tent is stolen **you** must report the **theft** to the police within 24 hours and obtain a written report.

We will not pay for:

1. the cost of meals or any other costs
2. damage caused by weather conditions
3. the cost of a replacement tent not authorised by **us**
4. any costs if **your** tent was stolen and **you** do not report the **theft** to the police within 24 hours and obtain a written report.

5.4 Urgent message relay service

We will pay for:

1. the cost of relaying urgent messages from the appropriate RAC control centre to **your** immediate relatives or close business associates if the **vehicle** cannot be driven because of **breakdown, accident or fire** or if it is stolen.

We will not pay for:

1. the cost of non urgent messages or messages to persons not described in the previous paragraph
2. the cost of relaying any urgent message not arranged through the appropriate RAC control centre.

5.5 Replacement driver

We will pay for:

1. the cost of providing a replacement driver to drive **your vehicle** and **your party** to **your** destination or **home**, if a registered doctor declares **you** medically unfit to drive and **you** are the only qualified driver.

We will not pay for:

1. replacement driver cost if there is another qualified driver in **the party** who is fit to drive.

5.6 Customs claims indemnity

We will pay for continental or Irish Customs Claims for duty if:

1. the **vehicle** is beyond economic repair as a result of **fire** or **theft** in **Europe** during the journey and it has to be disposed of abroad under Customs supervision
2. it is stolen in **Europe** during the journey and not recovered. RAC will deal with necessary Customs formalities.

To arrange, please call: RAC European Support, 0330 159 0342 Monday to Friday 9am-5pm.

We will not pay any import duties not relating to the vehicle.

There is an overall limit of £2500 per **claim** applied to the European section of this **policy**.

European claims procedure and conditions

When providing assistance **we** make every effort to meet on **your** behalf all costs within the **claim** limit. However, in some instances **you** may be asked to pay locally and reclaim costs on **your** return to the **United Kingdom**. There may also be occasions when **you** arrange and pay for assistance direct and wish to reclaim the cost.

RAC European Motoring Assistance claims are handled by:

RAC Customer care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ.

If **you** have paid any cost which **you** believe is covered under **your policy**, please telephone **us** for a **claim** form immediately on **your** return **home**, quoting **your policy** reference number. When returning **your** completed **claim** form **you** should enclose relevant original receipts (not photocopies).

If **you** have any enquiries relating to repatriations or **claims** associated with **our** European Service, please contact **us** on 0330 159 0342.

Payment of **claims** depends on **you** complying with the following conditions for all of **your policy**.

1. **you** must keep all relevant original receipts (not photocopies) as they will be needed for any **claim**. **We** may refuse to pay expenses **you** are **claiming** back if **you** cannot provide original receipts or bills for the items **you** have paid.
2. **you** must make any **claim** on an **RAC claim** form, please bring **your claim** to **our** attention as soon as **you** can (if possible within 28 days) after **you** return to the **United Kingdom**. **Claims** which are not on an **RAC claim** form will not be accepted. This does not affect **your** statutory rights to take legal action in or exercise any other legal remedy.
3. If **we** pay out money for **you** under **your policy** **we** can take over **your** right to get that money back. **You** must cooperate with **us** as much as possible if requested by **us**.
4. **you** must do all **you** can to prevent **accident**, injury, loss or damage, as if **you** were not covered under **your policy**.
5. **you** must forward to **us** any writ, summons, legal document or other communication about the **claim** as soon as **you** receive them.
6. **you** must obtain any original receipts, certificates, police reports, evidence, etc and give all the information and help **we** may need at **your** expense. This includes medical certificates and details of **your** household insurance if necessary.



7. **you** must not admit liability or offer or promise payment without **our** written permission.
8. **you** must, within 7 days of any request from **us**, send to **us** copies of any **European accident** statements (called a "Constat d'amiable" in France) and/or any police reports should **you** use the **policy** following a road traffic incident.

General Conditions

The Conditions on pages 7 to 10 apply in addition to the conditions stated below.

Credit card details

We will require **your** credit card details if **we** arrange a service for **you** which is not covered by **your policy** or if it exceeds the **policy** limits set out in the **part** entitled "policy description". If **you** do not provide **us** with **your** credit card details **RAC** will not be able to provide certain services which will be notified to **you** when credit card details are requested.

Motorcycles

The **policy** covers motorcycles on the same basis as other eligible **vehicles**. However, it is not possible for **us** to hire a motorcycle if a replacement **vehicle** is required. A hire car or alternative transport will be arranged, whichever is most suitable. **We** are also unable to hire a trailer for **you** to transport **your** motorcycle.

Caravans and trailers

The **vehicle** restrictions in this **policy** apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7 metres. If the **vehicle** which has suffered a **breakdown** is towing a caravan or trailer and **we** provide Recovery, the caravan or trailer will be recovered together with the **vehicle** to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this **policy**.

We do **our** best to find solutions to motoring problems, but **we** regret **we** cannot arrange a replacement caravan or trailer in the event of **breakdown** or **accident** damage which cannot be repaired. It is also virtually impossible to hire **vehicles** with tow bars and it may become necessary to repatriate a caravan or trailer together with a towing **vehicle** which cannot be repaired abroad by the return date.

Unforeseeable losses or events

Except in relation to any claim **you** may have for death or personal injury, if **we** are in breach of the arrangements under this contract, **we** will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example loss of profit, loss of revenue or anticipated savings, loss of contracts, or for any business losses.

We do not guarantee the provision of any of the benefits under this document, if there is anything beyond **our** reasonable control or the reasonable control of any service provider which prevents **us** or a service provider from providing that benefit. Benefits may be refused if **you** or any of **your party** behaves in a threatening or abusive way to any persons providing service.

Taxi bookings

In some circumstances it can be quicker and easier for **you** to arrange a taxi. **We** may ask **you** to make **your** own arrangements for taxi service. If so please send **your** receipts to **us** and **we** will reimburse **you**.

Service providers

The garages, **breakdown/Recovery** companies, repairers, car hire companies and other third party service providers whose services are arranged by **RAC** on **your** behalf and/or paid for under the **policy** by **RAC** on **your** behalf are not approved by **RAC**. They are not agents of **RAC** and **RAC** cannot be held liable for acts or omissions of such garages or other third parties. **You** are responsible for authorising repairs and making sure any repairs to **your vehicle** are carried out to **your** satisfaction.

Vehicle condition

Your vehicle must be roadworthy and in good mechanical condition when **you** apply for cover and **you** must keep it in that condition.

Fraud

If any **claim** is found to be fraudulent in any way **your policy** will be cancelled immediately and all claims forfeited.

Service in Europe

Motor insurance

RAC European cover is not motor vehicle insurance. We strongly recommend you tell Zurich before taking your vehicle abroad. If you do not, your insurance policy will only cover you for damage you might cause to other people or their property (third party cover). This means that you will not be covered for any loss or damage to your vehicle. Zurich will also need to know if you are towing a caravan or trailer.

Availability of service in eastern Europe

Every effort is made by RAC to make sure that a good quality service is provided in eastern European countries but this may not necessarily be to the same standards as in western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc. you should also be aware that unleaded fuel may not be widely available.

Service in certain countries may become disrupted or unavailable due to prevailing conditions, for which RAC cannot accept liability. Information can be obtained from the Foreign & Commonwealth Office www.fco.gov.uk or by telephoning The FCO Travel Advice Unit on 0207 008 1500.

Important self-drive hire car information

We will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, your vehicle, if there is one available. If you were travelling in an MPV or similar vehicle we may arrange two hire cars.

We will only arrange this if there are two qualified drivers in your party.

Otherwise, we will arrange alternative means of transport. Self-drive car hire arranged under your policy will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence endorsements, etc.

The driver must also have held a full UK driving licence or equivalent for a minimum of 1 year (2 years for France).

Your credit card details will also be required as security for the hire and to cover extras such as top-up of the fuel tank when returning the vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire vehicle must be the same. Switch cards and debit cards are not acceptable. If you leave a hire car at a different location to the one arranged by the RAC control centre you must pay any collection charge which may be made.

Please note that many car hire companies across Europe charge a damage excess which is not covered by the collision damage waiver (CDW). This means that if the car is damaged during the hire period you could be liable for the equivalent of the first £150-£550 (approximately) and have your credit card charged.

In some cases the amount could be higher and varies according to hire company, category of hire car and location. The CDW covers the amount above the excess.

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and eastern Europe international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete your journey. A car hired abroad must not be brought into the United Kingdom.

A second car hire will be arranged for the United Kingdom part of your journey.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class Vehicles and cannot guarantee the hire of minibuses or vans.

We will not be responsible for any delays in obtaining a hired vehicle and cannot guarantee to provide it in time to connect with your prebooked ferry, etc. you may have to collect a hired vehicle from the nearest available place of supply.

Special requirements for Vehicles with over 9 seats

The supply of minibuses as a replacement vehicle can often prove difficult. When one is available the following regulations apply:

Drivers must be at least 21 years old and have a full year's car driving experience. Special documents and tachographs are mandatory throughout the EU. For more information contact your local Department of Transport Area Office for details.

Repayment of credit

You must pay back to us on demand:

1. any costs we have paid for which you are not covered under your policy
2. the cost of any spare parts supplied.

Spares dispatch

After you have asked the appropriate RAC control centre to dispatch parts you are responsible for paying for them in full, even if you later obtain them locally.

We will arrange to dispatch parts as quickly as possible but delays will occur at weekends and bank holidays. We will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.



General Exclusions

The Exclusions on page 11 apply in addition to the exclusions stated below.

Your policy does not cover:

1. costs for anything which was not caused by the incident **you** are claiming for
2. **vehicles** which have broken down as a result of taking part in a motor sport event which takes place off the road and/or is not subject to the normal rules of the road or which **breakdown** as a result of a motor sport event which takes place on permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park) or rally circuit. For example, **vehicles** participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but **vehicles** participating in any off-road rally will not be covered
3. the cost of all parts, garage, labour or other costs in **excess** of **your policy** limits set out in the part entitled "policy description". Please note these costs in **Europe** are likely to be higher than in the **UK**
4. loss caused by any delay, whether the benefit or service is being provided by **us** or someone else (for example a garage, hotel, car hire company, carrier, etc)
5. any incident affecting a **vehicle** hired under the terms of **your policy**
6. routine servicing of **your vehicle**, replacing tyres, missing or broken keys, or replacing windows. **We** may be able to arrange for the provision of these services but **you** must pay any costs incurred.

Note: Keys which are locked inside a **vehicle** are covered and **we** can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at **your risk**
7. any **claim** caused directly or indirectly by:
 - a) **your** property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority
 - b) war, invasion, civil unrest, revolution, terrorism or any similar event
8. any **claim** caused directly or indirectly by the overloading of **your vehicle** and/or any caravan or trailer

9. any **claim** as a result of **vehicle breakdown** due to:
 - a) running out of oil or water
 - b) frost damage
 - c) rust or corrosion
 - d) tyres which are not roadworthy
 - e) using the incorrect fuel
10. any **claim** caused directly or indirectly by the effect of intoxicating liquors or drugs
11. any **claim** where **your vehicle** is being driven by persons who do not hold a full **United Kingdom** or other recognised and accepted driving licence
12. any **claim** which **you** have made successfully under any other **policy** of insurance held by **you**. If the value of **your claim** is more than the amount **you** can get from **your** other insurance **we** may pay the difference subject to **policy** limits and exclusions
13. the cost of any transportation, accommodation or care of any animal. Any onward transportation is at **our** discretion and solely at **your risk**. **We** will not insure any animal during any onward transportation **we** may undertake
14. any period outside **your period of cover**
15. any **vehicle** other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility **vehicle** and provided that the **vehicle** conforms to the following specification:
 - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM)
 - b) maximum overall dimensions of: length 5.5 metres; height 3 metres; width 2.25 metres (all including any load carried).

The **vehicle** restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7 metres. If the **vehicle** which has suffered a **breakdown** is towing a caravan or trailer and **we** provide Recovery, the caravan or trailer will be recovered together with the **vehicle** to a single destination. Other than as set out above caravans and trailers are not covered by this **policy**. If the **vehicle** requires repatriation **we** will arrange for repatriation of the caravan or trailer as well.



16. any **claim** by **you** unless **you** are **resident of the United Kingdom** and the **vehicle** is registered with the DVLA in Swansea or Northern Ireland
17. any **vehicle** which is not in roadworthy and good mechanical condition at least 7 days before any booked trip to **Europe** within **your period of cover**. **You** must also make sure it is serviced as the manufacturer recommends
18. any **vehicle** carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during **vehicle** construction and to the manufacturer's specification
19. **your vehicle** if it is unattended
20. any personal effects, valuables or luggage left in **your vehicle** or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the **vehicle**. These are **your** responsibility
21. **specialist equipment** costs. **We** will, however, arrange for the specialist services if needed, but **you** will have to pay for any additional costs direct to the contractor
22. Any costs which are not directly covered by the terms and conditions of this **policy**.

Your right to cancel

You may cancel **your** cover up to 14 days after receipt of this **policy**, subject to no **claim** having been made under this cover. **We** will refund **your** premium, less a charge for the period **you** have been **insured**. If **you** do not exercise this right to cancel **your** cover, it will remain in force for the term of **your associated private car policy** and **you** will be required to pay the premium. If **you** want to cancel after 14 days no refund will be payable. This cover will be automatically cancelled if **your associated private car policy** with Zurich is cancelled. No refund will be given unless the cancellation is within the 14 day period described above.

Caring for our customers

We are committed to providing **you** with the highest standard of service and customer care. **We** realise, however, there may be occasions when **you** feel **you** did not receive the standard of service **you** expected.

Should **you** have cause for complaint about any aspect of the service **we** have provided to **you**, please contact **us** at the relevant address indicated and **we** will work with **you** to resolve **your** complaint.

We will deal promptly with **your** query. Unless **we** can satisfactorily resolve **your** complaint within 24 hours **we** will send **you** an acknowledgement within 5 working days, along with a leaflet outlining **our** complaints procedures and any rights **you** may have to refer the matter to the Financial Ombudsman Service. Please quote **your** full name, membership or **policy** number and where applicable **your vehicle** registration in any communication. If **you** have used **our breakdown** service and are dissatisfied with any aspect of the service, please bring the complaint to **our** attention as soon as **you** can (if possible, within 28 days of becoming aware of it). This does not affect **your** statutory rights to take legal action or exercise any other legal remedy.

Please write to **us** at:

Breakdown Customer care, **RAC** Motoring Services, Great Park Road, Bristol, BS32 4QN.

If **you** are dissatisfied with any other aspect of **RAC's** services, please contact **us** at:

Membership Customer Care, **RAC** Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4QN.

If **you** are dissatisfied with the service **you** have received under **your** European Cover, please write to **us** at:

Breakdown Customer care, **RAC** Motoring Services, Great Park Road, Bristol, BS32 4QN.

Freephone from the **UK** on 0800 107 5861 or from **Europe** on 00 44 161 332 1040 or Fax 01922 746 528.

Alternatively, email customercareoperations@rac.co.uk

Financial Ombudsman Service 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 1239 123 for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

You can email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Data Protection Act – information uses

For the purposes of the Data Protection Act 1998, the data controller in relation to the information **You** supply is RAC Motoring Services (RACMS), (Company No: 1424399), Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

RACMS will share the information **you** provide, together with other information, with **our** group companies. **We** (RAC group companies) may use this for administration, customer services and profiling **your** purchasing preferences. **We** may disclose **your** information to **our** service providers and agents for these purposes. **We** may keep **your** information for a reasonable period to contact **you** about **our** services. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **we** will ensure that anyone to whom **we** pass **your** information agrees to treat **your** information with the same level of protection as if **we** were dealing with it.

When **you** give **us** information about another person, **you** confirm that they have authorised **you** to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

You have the right to ask for a copy of **your** information (for which **we** will charge a small fee) and to correct any inaccuracies.

Sensitive data

By proceeding with this contract **you** give **us** consent to use **your** sensitive personal data e.g. health data for **your** registration under the Motability Scheme (if appropriate), solely for the purposes for which **you** submit it.

Provided by RAC Motoring Services Registered No 01424399 and/or RAC Insurance Ltd Registered No 2355834. Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Authorisation can be checked by visiting the FCA website at <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

Part D

Personal Accident Cover

Your statement of insurance will show whether you have cover under this part

If an **insured person** sustains **bodily injury** during the **effective time** and within the **territorial limits**, the **underwriters** agree to pay the **benefit** to the **insured person** provided that such **bodily injury** is sustained during the period of **cover**.

Definitions

The following key words which are listed in alphabetical order have the same meaning wherever they appear. These definitions apply to this **part**.

The Conditions and Exclusions on pages 7 to 11 of **your associated private car policy** apply in addition to any conditions or exclusions stated in this **part**.

Accident/Accidental – A sudden and unforeseen event which occurs after the cover start date, resulting in **bodily injury** including **assault**.

Assault – Shall mean a sudden, unexpected attack by an unknown third party with deliberate intent to cause **bodily injury** at an identifiable time and place following a road incident within the **territorial limits**.

Associated private car policy – The motor insurance arranged by **Zurich** (which is taken out by the **policyholder** in their name to **cover** a private car).

Benefit – The amount shown in the Table of Benefits.

Bodily injury – Any injury which is caused by **accidental** means or following **assault**, and which within 104 weeks from the date of the **accident** shall, solely and independently of any other cause, result in the **insured person's** death, **loss of limb(s)** or **loss of eye(s)**, **loss of hearing**, **loss of speech** or **permanent total disablement**.

Cover – This Personal Accident Cover.

Certificate of insurance – The **policyholder's** **associated private car policy** certificate.

Effective time – Whilst travelling in, getting into or out of an **insured private car**, which is being driven by the **policyholder** or a named driver.

Insured person – The **policyholder**, named drivers and all their passengers.

Insured private car – The private car defined in the **associated private car policy** and any temporary replacement for this **vehicle** whilst it is being repaired.

Loss of eye or eyes – Shall mean the permanent and total loss of sight, which shall be considered as having occurred

- a) In both eyes if the **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- b) In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the **insured persons** see at 3 feet what they should see at 60 feet).

Loss of hearing – Total, permanent and irrecoverable loss of hearing.

Loss of limb or limbs – Shall mean the permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs.

Loss of Speech – Total, permanent and irrecoverable loss of speech.

Period of insurance – As defined on the **certificate of insurance**. Not to exceed 12 months from the **policy** start date.

Permanent total disablement – Shall mean disablement caused other than by **loss of limb, eye, hearing or speech**, which has lasted for 52 consecutive weeks and will in all probability prevent the **insured person** from engaging in gainful employment of any and every kind for the remainder of their life.

Policyholder/You/Your – The person who has taken out the contract for **associated private car policy** and has selected and arranged payment for Personal Accident Cover and who is named as **policyholder** on the **certificate of motor insurance**

Territorial limits – Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney.

Underwriters/Us/Our/We – Shall mean Zenith Insurance Plc and/or its co-Insurer. Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848, Europort, Gibraltar. Zenith Insurance plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK and is a member of the United Kingdom's Financial Services Compensation Scheme and the Association of British Insurers (ABI). The companies details can be checked by visiting the Gibraltar Financial Services Commission website at <http://www.fsc.gi/fsclists/insulist.aspx> Zenith Insurance Plc is registered with the FCA under number 211787 this can be checked at www.fca.org.uk

Zurich – Zurich Insurance plc

Table of Benefits

Bodily Injury Amount Payable

1. Accidental death	£30,000
2. Loss of limb or limbs	£30,000
3. Loss of eye or eyes	£30,000
4. Loss of hearing	£30,000
5. Loss of speech	£30,000
6. Permanent total disablement	£30,000

Payment of Benefits

- Only one of the Benefits 1 to 6 will be payable in connection with one **insured person** in respect of any one **accident**.
- If an **insured person** is under 16 years of age, **benefit 1 – accidental death**, will be £7,500.
- Any disability which existed prior to an **insured person** sustaining **bodily injury** shall be taken into account when calculating the **benefit** payable.

The **underwriters** shall not be liable in respect of any claim:

- Directly or indirectly resulting from:
 - War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power and any act of terrorism.
 - The **insured person** committing, or attempting to commit suicide or intentional self-injury.
 - Childbirth or pregnancy.
 - Motor racing, rallies, competitions, speed tests or the like.
 - The **insured person** being under the influence of, or being affected by alcohol or drugs, other than drugs taken under the direction of a qualified medical practitioner.
- Where the **insured person** has attained the age of 80 years on or before the date of the **accident**.
- Involving the use of vehicles other than an **insured private car**.

Choice of Law

English law will apply to this **cover** unless before it is issued, the **underwriters** make a written agreement saying otherwise.

Claims

On the happening of any occurrence likely to give rise to a claim **you** must notify the **underwriters** in writing as soon as reasonably possible and in any event within 60 days of the date of the occurrence. **You** must at **your** expense, provide any certificates, information and evidence that may from time to time be required by the **underwriters** and in the form prescribed by them. The **underwriters** shall be allowed, at its own expense and upon reasonable notice to **you**, to have a medical examination of the **insured person**. If any claim submitted under this **cover** shall be in any respect false or fraudulent, the **underwriters** shall be under no liability to make any payment in respect of such a claim.

Communications

All communication is to be in English.

Interest

No **benefit** payable shall carry interest.

Interpretation

Any word or expression to which specific meaning has been attached shall bear the same meaning wherever it appears. All **cover** is issued under the terms, Definitions, Provisions, Exclusions and Conditions of this cover.

Rights of Third parties

The parties do not intend any term of this agreement to be enforceable pursuant to the Contracts (Rights of Third parties) Act 1999.

Cancellation

You may cancel **your cover** up to 14 days after receipt of this documentation, subject to no claim having been made under this **cover**. **We** will refund **your** premium, less a charge for the period **you** have been **insured**. If **you** do not exercise this right to cancel **your cover**, it will remain in force for the term of the **associated private car policy** and **you** will be required to pay the premium. If **you** want to cancel **your cover** after 14 days no refund will be payable.

This **cover** will be automatically cancelled if **your associated private car policy** with **Zurich** is cancelled. No refund will be given unless the cancellation is within the 14 day period described above.

Personal Accident Cover is underwritten by Zenith Insurance Plc.

To make a claim

Please contact the appointed claims handlers:

Ultimate Insurance Solutions Limited
Fifth Floor, The Connect Centre, Kingston Crescent, North End,
Portsmouth, Hampshire, PO2 8DE

Tel: 0370 241 4539

Caring For Our Customers

Zurich is committed to providing **you** with a high level of customer service at all times. However, if **our** service ever falls below the standard **you** would expect, please contact **us**, either by phone, letter or e-mail as detailed in **your associated private car policy**.

Alternatively **you** can write to the UK service providers acting on behalf of Ultimate Insurance Company Limited, Ultimate Insurance Solutions Ltd.
The address is: The Quality Manager, Ultimate Insurance Solutions Limited,
The Connect Centre, Kingston Crescent, Portsmouth, PO2 8DE

Should **we** fail to offer **you** a final response within eight weeks of the initial date of **your** complaint, or if **you** are not satisfied with **our** response, **you** may refer the dispute to the Financial Ombudsman. **You** can write to the Ombudsman at:

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 1239 123 for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

You can email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk



Part E

Excess Protect Cover

Your statement of insurance will show whether you have cover under this part

This **policy** is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. Our FCA Register number is 202664. You can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Who is eligible to purchase this policy?

Any person:

1. Permanently resident in the **United Kingdom** (England, Wales, Scotland and Northern Ireland), Channel Islands and the Isle of Man.
2. Any person who has a current full and valid **UK** driving licence, or holds a full internationally recognised licence.
3. Who has an **associated private car policy**.

Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this **part**.

The Conditions and Exclusions on pages 7 to 11 of **your associated private car policy** apply in addition to any conditions or exclusions stated in this **part**.

Annual aggregate limit – **annual aggregate limit** means the maximum amount payable in the **period of insurance** as shown in **your statement of insurance**.

Associated private car policy – The motor insurance provided by **Zurich** (which is taken out by the policyholder in their name to cover a private car).

Certificate of motor insurance – Evidence of the existence of motor insurance as required by law and which forms part of **your motor policy**.

Cover – Excess Protect Cover.

Excess – Means the amount **you** must pay under the terms of **your associated private car policy**.

Incident – Means each claim occurrence during the **period of insurance**.

Motor insurer – Means an authorised and regulated **UK motor insurer**.

Motor vehicle – Motor vehicle (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry not more than seven passengers.

Named drivers – Means drivers in addition to **you** who are permitted to drive under the terms of **your Motor Insurance policy**.

Period of insurance – This **policy** runs along with **your associated private car policy**, and if **your associated private car policy** is cancelled/not renewed, all **cover** under this insurance will end.

Waived or Reimbursed – Means where a third party has already made good which is the first amount of any claim on **your associated private car policy**.

We/Us/Our – Means Inter Partner Assistance SA UK Branch, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, United Kingdom and ClaimEz (SIS), PO Box 70931, London, SW20 2EE.

You/Your/Insured person – Means the person whose name appears at the top of your **certificate of motor insurance**.

Zurich – Zurich Insurance plc.

What is covered

1. **Cover** is provided for the **excess** that **you** are responsible for following the successful settlement of any loss, destruction or damage claim for **your motor vehicle** under **your motor insurance policy** in respect of claims arising as a result of accidental damage, **fire, theft**, or vandalism. Where **you** were at fault the claim will be settled when **we** are in receipt of the settlement letter from **your motor insurer**. For claims where **you** are deemed either partially at fault or not at fault if **your excess** is not recovered from the third party within 6 months from the date of **incident we** will reimburse any **excess** payment for which **you** have been made liable up to the **annual aggregate limit** insured under the **policy**.
2. **Cover** will only operate when the **excess** of **your motor insurance policy** is exceeded and following the successful claim payment.
3. The maximum amount payable during the **policy** (the annual aggregate cover limit) is shown on **your statement of insurance**.
Coverage limits available:
 - a. £300 in any one **policy** period
 - b. £500 in any one **policy** period
 - c. £750 in any one **policy** period

What is not covered

Any claim that **your motor insurance policy** does not respond to or the **excess** there under is not **exceeded**.

Any claim that is refused under **your motor insurance policy**.

Any claim where the **motor vehicle** is being used

- a) for commercial business use
- b) for hire and reward
- c) for any purpose in connection with the motor trade
- d) in any competition, trial, performance test, race or trial of speed, including off-road events, whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event

Any claim under **your motor insurance policy** which occurred prior to the **period of insurance** as shown on **your certificate of insurance** or confirmation of coverage that **you** were aware was an imminent claim.

Any claim notified to **us** more than 31 days following the successful settlement of **your** claim under **your motor insurance policy**.

Any contribution or deduction from the settlement of **your** claim against **your motor insurance policy** other than the stated **policy excess** for which **you** have been made liable.

Any claim that has been **waived** or **reimbursed**.

Any liability **you** accept by agreement or contract, unless **you** would have been liable anyway.

Any claim arising from glass repair or replacement.

Any claim arising from breakdown or misfuel.

Any claim resulting from war and/or terrorism.

Any claim resulting from:

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

General Conditions Applicable To this part

The Conditions and Exclusions on pages 7 to 11 of **your associated private car policy** apply in addition to any provisions or exclusions stated in this **part**.

You must comply with the following conditions to have the full protection of **your policy**.

1. The Excess Protect Cover will continue to respond for the **period of the insurance** or until **your** chosen level of indemnity on this Excess Protect Cover is exhausted; whichever comes first.
2. The **insurance policy** that **you** have must be a current and valid private motor **insurance policy** that is provided by **Zurich**.
3. The policyholder as stated on the **statement of insurance** must match the lead name of the individual on the main **policy** that has responded and to which this **policy** will respond to the amount of the **excess**.

4. In the event that any misrepresentation or concealment is made by **you** or on **your** behalf in obtaining this insurance or in support of any claim under this insurance the **policy** is voided and no refund of premium will be given.
5. Right of Recovery – **we** can take proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of payment made under this **policy**.
6. Other Insurance – If **you** were covered by any other insurance for the **excess** payable following the **incident**, which resulted in a valid claim under this **policy**, **we** will only pay **our** proportionate share of the claim.
7. Reasonable Precautions – **you** must take reasonable steps to safeguard against loss or additional exposure to loss.
8. Keeping to the terms of this **policy** – **we** will only give **you** the **cover** that is described in this **policy** if any person claiming **cover** has met with all its terms and the terms of the Excess Protect Cover, as far as they apply.

Notification of a Claim

Making a claim

Your claim will be handled on the insurer's behalf by ClaimEz. ClaimEz is an online web based system managed by Strategic Insurance Services Limited (SISL) who, whilst handling claims, is acting as an agent of the insurer.

The claim process has been specifically designed to make it as quick and efficient as possible to process and handle **your** claim. **You** will be asked to provide **your** scheme code which can be found on the **Zurich** website at www.zurich.co.uk/excess-protect-claims

Via the internet:

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

Or by phone:

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

Making a claim complaints procedure

We do everything possible to make sure that **you** receive a high standard of service. If **you** are not satisfied with the service that **you** receive, **you** should address **your** enquiry/complaint to:

For claim complaints:

The Customer Care Manager
ClaimEz (SIS), PO Box 70931, London SW20 2EE
customer-care@clamez.com

Please provide full details of **your policy** and in particular **your policy/claim** number to help **your** enquiry to be dealt with speedily. If **your** complaint is not resolved **you** may be able to refer **your** complaint to the Financial Ombudsman Service (Ombudsman):

The Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square, London, E14 9SR
0800 023 4567
complaint.info@financial-ombudsman.org.uk

Monetary limits

We can insure **you** up to the amount of the sum **insured** or other specified limit, which will be shown in this **part**.

Jurisdiction and law

This insurance shall be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

Cancellation

You may cancel **your cover** up to 14 days after receipt of this **policy**, subject to no claim having been made under this **cover**. **We** will refund **your** premium, less a charge for the period **you** have been **insured**. If **you** do not exercise this right to cancel **your cover**, it will remain in force for the term of **your associated private car policy** and **you** will be required to pay the premium. If **you** want to cancel after 14 days no refund will be payable.

This **cover** will be automatically cancelled if **your associated private car policy** with **Zurich** is cancelled. No refund will be given unless the cancellation is within the 14 day period described above.

Complaints Procedure

Zurich is committed to providing **you** with a high level of customer service at all times. However, if **our** service ever falls below the standard **you** would expect, please contact **us**, either by phone, letter or email as detailed in **your associated private car policy**.

If **we** have given **you our** final response and **you** are still dissatisfied **you** may refer **your** case to the Financial Ombudsman Service(Ombudsman):

The Financial Ombudsman's 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 1239 123 for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

You can email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Part F

Hire Car

Your statement of insurance will show whether you have cover under this part

Definition of Terms

The following words or phrases have the same meaning wherever they appear in this policy.

Associated private car policy – The motor insurance provided by Zurich (which is taken out by the **policyholder** in their name to cover a private car).

Geographical limits – Great Britain, Northern Ireland, Isle of Man and the Channel Islands (for residents only).

Hire car – A Group A (ABI Group S1/S2) vehicle as determined by Zurich's Agent, within the **geographical limits** (e.g. 1.0 litre car).

Insured incident – A road traffic accident or **theft** that renders the **insured vehicle** a **total loss** as determined by Zurich or Zurich's agent if the damage is covered under **your current associated private car policy** OR, by the **third party** you are claiming against for **your** losses OR, if a fault accident by a garage who are a member of the Vehicle Builders Association (VBRA) or the Motor Vehicle Repairers Association (MVRA) or another similar recognised body. Alternatively, it is where the **insured vehicle** has been stolen and remains unrecovered.

Insured person/You/Your – A full driving licence holder aged 18 to 79 years who appears on the current **associated private car policy** issued by Zurich.

Insured vehicle – The car described in **your statement of insurance** or any replacement car which has been notified to and accepted by us, and for which you have a **certificate of motor insurance** showing the registration mark, and for which a premium has been paid for **hire car** cover.

Participating agent – Zurich who is authorised to accept insurance, collect premiums and issue policies on behalf of the **underwriters**.

Period of insurance – The period of the motor insurance **policy** which runs concurrently with this **policy** and does not exceed 12 months.

Policyholder – The person, firm or company who has taken out this **policy** and has paid the premium due.

Provider – Zurich's Agent supplies the **hire car** and administers the claim

Third party – The other person(s) and/or party(s) responsible for the **insured incident**, excluding the **insured person** and/or **policyholder** (as defined in this **policy**).

Underwriters/Us/Our/We – Shall mean Zenith Insurance Plc and/or its co-Insurer. Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848, Europort, Gibraltar. Zenith Insurance plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK and is a member of the United Kingdom's Financial Services Compensation Scheme and the Association of British Insurers (ABI). The companies details can be checked by visiting the Gibraltar Financial Services Commission website at <http://www.fsc.gi/fsclists/insulist.aspx> Zenith Insurance Plc is registered with the FCA under number 211787 this can be checked at www.fca.org.uk

We/Us/Our – Zurich Insurance plc.

Your Hire Car Insurance Contract

This is to confirm that Zenith Insurance Plc will provide the cover described below during the **period of insurance**.

Cover is subject to the terms and conditions that follow.

The Conditions and Exclusions on pages 7 to 11 of **your associated private car policy** apply in addition to any conditions or exclusions stated in this **part**.

Zurich's Agent or a supplier of Zurich provides the benefits under this **policy**. However, the contract is between Zenith Insurance Plc and the **policyholder**.

What is covered

- a. You are covered for up to 21 days of continuous car hire within the **geographical limits** following an **insured incident** during the **period of insurance** and within those **geographical limits**.
- b. A maximum of two claims in the **period of insurance** can be made.
- c. The **hire car** must be returned to Zurich's Agent no later than 48 hours after payment is issued to you based on Zurich's **total loss** valuation of your claim or no later than the number of days of vehicle hire as shown on your **statement of insurance** sent with the **associated private car policy** (whichever comes first).

What is not covered

The following are not covered under this insurance:

- a. all fuel, fares, fines and fees relating to the **hire car** whilst in **your** possession
- b. any claim where the **insured vehicle** was being used for hire or reward
- c. any claim where Zurich do not provide indemnity under the terms of your **associated private car policy**
- d. any further hire charges incurred after the number of days of vehicle hire as shown on your statement sent with the **associated private car policy**, or more than 48 hours after payment is issued by Zurich under the terms of the **associated private car policy** for a **total loss** or **theft** unrecovered, whichever comes first
- e. any claim for **theft** which has not been reported to the police
- f. attempted theft, **fire**, flood, storm, **malicious damage** or vandalism
- g. any claim reported to Zurich more than fourteen days after the **insured incident** occurred

- h. any claim for a **hire car** more than fourteen days after the **insured vehicle** has been determined a **total loss** by Zurich
- i. sea transit charges in the delivery and collection of the **hire car**
- j. any claim arising out of a deliberate or criminal act or omission, which is found to the **provider's** satisfaction to be of a fraudulent or false nature.
The **insured person** will be held responsible for any costs paid or incurred as a result
- k. any **excess** payable in the event of a claim involving the **hire car**
- l. any **insured incident**, which took place prior to the commencement of this **policy**

Making a Claim

Making a claim under this **policy** could not be easier. To report an incident, call the free 24 hour Claims Helpline immediately on; **0800 026 1777**

The Claims Helpline is available 24 hours a day, 365 days a year.

Zurich or its agent will contact **you** to administer your claim and arrange the supply of a **hire car**.

You should note that the following conditions apply in all circumstances:

- a. a fuel service charge is payable ensuring that the **hire car** is delivered with sufficient fuel to meet your immediate journey requirements
- b. when taking possession of the **hire car**, the driver will need to produce their full current driving licence and personal identification, e.g. telephone bill
- c. you must have a valid motor insurance with Zurich to take advantage of this cover
- d. **Hire cars** are provided in accordance with Zurich or its agent's standard requirements, terms and conditions
- e. a **hire car** will only be provided once confirmation is received from Zurich, that the **insured vehicle** is a **total loss**, not before
- f. if the **insured vehicle** has suffered **theft** damage or been stolen you must supply a police crime reference number before a **hire car** can be provided
- g. the **insured person** may have to provide comprehensive insurance for the **hire car**



We must draw your attention to the additional terms and conditions of Zurich's Agent, which are held by Zurich, and can be viewed on request. They may affect the provision of the hire car.

General Conditions

The Conditions on pages 7 to 10 of your associated private car policy apply in addition to conditions stated below.

Subrogated Rights

- The insured person must take all reasonable steps to mitigate the costs of the claim
- The insured person must pay to the underwriters any sums by way of costs, charges or fees directly recovered from the third party to the extent of the sums indemnified under this policy
- The insured person must take all action possible to recover any costs, charges or fees the underwriters may have paid or be liable to pay and pay any such amounts recovered to the underwriters
- Upon conclusion of the hire of a replacement car the underwriters can take over and if necessary conduct proceedings in the name of the insured person to recover the hire costs of the hire car from the third party

Duration

The period of the associated private car policy which runs concurrent with this policy and does not exceed twelve months (Definitions: period of insurance).

Cancellation

You may cancel your cover up to 14 days after receipt of this policy, subject to no claim having been made under this cover. We will refund your premium, less a charge for the period you have been insured. If you do not exercise the right to cancel your cover, it will remain in force for the term of your associated private car policy and you will be required to pay the premium. If you want to cancel after 14 days no refund will be payable.

This cover will be automatically cancelled if your associated private car policy with Zurich is cancelled. No refund will be given unless the cancellation is within the 14 day period described above.

Caring For Our Customers

Zurich is committed to providing you with a high level of customer service at all times. However, if our service ever falls below the standard you would expect, please contact us, either by phone, letter or e-mail as detailed in your associated private car policy.

Alternatively you can write to the UK service providers acting on behalf of Ultimate Insurance Company Limited, Ultimate Insurance Solutions Ltd. The address is: The Quality Manager, Ultimate Insurance Solutions Limited, Fifth Floor, The Connect Centre, Kingston Crescent, Portsmouth, PO2 8DE

Should we fail to offer you a final response within eight weeks of the initial date of your complaint, or if you are not satisfied with our response, you may refer the dispute to the Financial Ombudsman. You can write to the Ombudsman at: 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 1239 123 for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

You can email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Part G Keycare

If you've purchased Keycare cover, your policy documentation will be provided separately.

For any queries or claims regarding your Keycare cover please call 0345 303 4017.



Zurich Insurance plc, a public limited company incorporated in Ireland Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

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

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

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

