



Zurich Private Clients

Policy Document
Zurich Private Clients Motor

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Welcome to Zurich Private Clients

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

Zurich is one of the world's largest insurers with over 140 years' experience in protecting our customers against the unexpected, so you can rest assured that you're in safe hands. We have an experienced team of high net worth experts whose specialist knowledge in insuring high value motor vehicles, as well as high value properties, fine art, jewellery and annual travel, means we're able to accommodate your lifestyle and related insurance needs.

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

Making a claim

To make a claim, telephone us on 0800 096 9999. (If outside the UK, telephone us on +44 162 588 6994)

To report a breakdown within the UK, telephone us on 0800 030 4696. (If outside the UK, telephone us on +44 161 952 8849)

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

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

All you need to provide is your name and address, your client membership number or policy number if available and details of the claim or incident. There is no need to fill out any forms; we will act immediately to manage and resolve the incident. Your dedicated claims specialist will also keep you updated as to the progress of your claim all the way through until it is finalised.

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

The Claims Department, Zurich Private Clients, PO Box 3587, Interface Business Park, Wootton Bassett, Swindon. SN4 4AJ or write to your insurance broker.

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

Introduction

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

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

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

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

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

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

Your cancellation rights

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

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

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

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

Complaints procedure

Our commitment to customer service

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

Who to contact in the first instance

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

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

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

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

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

Many complaints can be resolved within a few days of receipt

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

Next steps if you are still unhappy

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

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

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

You can also contact them as follows:

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

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

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

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

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Definitions

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

Agreed value	The amount shown on your statement of insurance for your vehicle .
Amendment to cover notice	The most recent document in which any changes to the cover provided under your policy are shown.
Bodily injury	Physical bodily harm, including resulting sickness, disease or loss of life resulting from physical bodily harm.
Breakdown	<ul style="list-style-type: none">• A mechanical or electrical failure including battery failure, running out of fuel and flat tyres;• keys locked in a covered vehicle; that stops the covered vehicle from being driven.
Carjacking	An act of violence or threat of violence to: <ul style="list-style-type: none">• you or your spouse or partner named on your certificate of motor insurance whilst in or on a vehicle;• any person operating or occupying your vehicle; during its theft or attempted theft.
Certificate of motor insurance	The most recent document in which the cover required by law is shown.
Covered vehicle	<ul style="list-style-type: none">• Your vehicle;• a vehicle not shown on your statement of insurance whilst being operated or occupied by you or your spouse or partner named on your certificate of motor insurance.
Damages	The amount required to satisfy a claim, including claimants' costs and claimants' expenses, whether settled or agreed to in writing by us or resolved by judicial procedure.
Dismemberment	The permanent and total loss of one or more of the following: <ul style="list-style-type: none">• speech;• hearing;• one or both hands;• one or both feet;• sight in one or both eyes;• thumb;• finger;• toe;• ear;• nose;• genital organ.
Driver	The insured person driving the covered vehicle at the time of the breakdown .
Excess	The first amount of any claim that you are responsible for paying.

Definitions

Home	The residence in the United Kingdom shown on your statement of insurance .
Incident	A loss or accident to which this insurance applies, which first occurs during the period of insurance .
Insured person	Any person entitled to drive in accordance with your certificate of motor insurance .
Journey	A trip to the territorial limits commencing from and terminating at your home which commences during the period of insurance .
Keys	Any of the following: <ul style="list-style-type: none">• alarm transmitters;• door keys;• garage door transmitters;• ignition cards;• ignition keys;• immobiliser keys;• lock transmitters;• steering lock keys;• tracking system transponders.
Market value	The amount required at the time of loss to replace the vehicle with one of the same make, model, specification, age and condition.
Passengers	The driver and up to 17 people travelling in the covered vehicle .
Period of insurance	The period of cover shown on your statement of insurance .
Policy	Your entire Zurich Private Clients policy, including this policy booklet, your statement of insurance , your certificate of motor insurance and any amendment to cover notice .
Reasonable prospects	Where, for civil claims, it is more likely than not that an insured person will: <ul style="list-style-type: none">• recover losses or damages;• obtain any other legal remedy that we have agreed to, including an enforcement of judgment;• make a successful defence;• make a successful appeal or defence of an appeal.
Repair	A permanent or temporary repair.
Road rage	An act of violence resulting in bodily injury to: <ul style="list-style-type: none">• you or your spouse or partner named on your certificate of motor insurance whilst in or on a vehicle;• any person operating or occupying your vehicle.
Statement of insurance	The most recent document in which the vehicles that are insured and the information you provide are shown.

Definitions

Territorial limits	<p>For Breakdown cover, the European Union member states (excluding the United Kingdom), Iceland, Norway and Switzerland, and whilst in transit by rail, sea, land (not under the vehicle's own power) or air to or from any of these countries or territories.</p> <p>For all other sections of cover, the United Kingdom and European Union member states, Iceland, Norway and Switzerland, and whilst in transit by rail, sea, land (not under the vehicle's own power) or air to or from any of these countries or territories.</p>
Total loss	<p>Your vehicle being stolen and unrecovered or being, in our opinion, damaged beyond economical repair.</p>
Trailer	<p>A caravan or trailer up to:</p> <ul style="list-style-type: none">• 3.5 tonnes;• 7 metres long including a tow bar;• 2.55 metres wide;• 3 metres high.
United Kingdom	<p>England, Wales, Northern Ireland, Scotland, Isle of Man and Channel Islands.</p>
Vehicle	<p>The vehicle shown on your statement of insurance.</p>
We, us, our	<ul style="list-style-type: none">• DAS Legal Expenses Insurance Company Limited for Legal protection cover;• RAC Motoring Services and/or RAC Insurance Limited for Breakdown cover;• Zurich Insurance plc. for all other sections of cover.
You, your	<p>The person named as policyholder on your certificate of motor insurance.</p>

General policy conditions

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

Abandoning property	You cannot abandon property to us or a third party without our prior written consent.
Accuracy of information	<p>You must read your statement of insurance and your certificate of motor insurance. If any information is missing, incorrect or has changed, you must inform us or your insurance broker as soon as possible as this may affect the premium or cover we provide.</p> <p>If you have given us inaccurate information this can affect your policy in one or more of the following ways:</p> <ul style="list-style-type: none">• If we would not have provided you with any cover we will have the option to void your policy, which means we will treat it as if it had never existed and repay the premium paid. We may also seek to recover any money from you for any claims we have already paid, including the amount of any costs or expenses we have incurred.• If we would have applied different terms to your policy, we will have the option to treat your policy as if those different terms apply.• If we would have charged you a higher premium for your policy, we will have the option to charge you the appropriate additional premium to be paid in full.
Arbitration	If we accept your claim, but you disagree over the amount you will be paid, you and we may refer the dispute to an independent arbitrator who will be appointed in accordance with current law in order to reach a mutual agreement. When this occurs, the arbitrator must decide on an award before you can bring proceedings against us .
Assignment	Nobody covered by your policy may assign or turn over any right or interest in your policy to anybody else without our prior written consent.
Attendance	Under Breakdown cover, you must ensure that an insured person is with the covered vehicle when we attend the breakdown .
Bankruptcy or insolvency	We will meet our obligations under your policy irrespective of whether you become bankrupt or insolvent during the period of insurance .
Cancellation by us	<p>We may cancel your policy where there is a valid reason for doing so by giving you 7 days' notice in writing to your last known address. We will give you a refund in proportion to the time left until your current period of insurance is due to run out. Valid reasons may include but are not limited to:</p> <ul style="list-style-type: none">• where you advise us of a change of risk under your policy which we are unable to insure;• where you fail to respond to requests from us for further information or documentation;• where you have provided us with incorrect information and have failed to provide a reasonable explanation when requested;• where you fail to comply with any of the terms and conditions which apply to your policy;• the use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers, by you or any person acting on your behalf.
Cancellation by you	<p>You may cancel your policy at any time by contacting us or your insurance broker and advising the date you wish cancellation to be effective from.</p> <p>Any return premium will be calculated on a pro-rata basis. We will not return any premium if an incident has occurred in the period of insurance.</p>
Cancellation due to non-payment	If the premium is paid to us using our premium instalment scheme and a payment is missed, we may cancel your policy giving you 7 days' notice in writing to your last known address.

General policy conditions

Carriers or bailees	We will not pay a benefit under your policy to any carrier or bailee.
Children	You must ensure that any passenger under the age of 16 is accompanied by an adult in order for us to transport them.
Concealment of fraud	<p>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:</p> <ul style="list-style-type: none">• void your policy in the event of any fraud which occurred during the application process, which means we will treat your policy as if it had never existed; or• terminate your policy with effect from the date of any fraud which occurred during the period of insurance; <p>and in either case, we will:</p> <ul style="list-style-type: none">• not return to you any premium paid;• not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud;• seek to recover any money from you for any claim we have already paid which is later established as invalid, including the amount of any costs or expenses we have incurred;• inform the police, other financial services organisations and anti-fraud databases, as set out in the Important notes document under Fraud prevention and detection.
Co-operation after a loss	<p>You must, when we request, give us a signed description of the circumstances surrounding a loss and provide us with any records, documents, information or evidence that we require.</p> <p>You must give us all the help and assistance we may need.</p> <p>You must grant us access to examine your vehicle at all reasonable times.</p> <p>You must not negotiate, admit or refuse any claim without our permission.</p> <p>We will decide how to settle or defend any claim.</p> <p>Under Lifestyle protection cover, we may appoint medical advisors to examine anyone seeking a benefit under this cover, as often as is considered necessary.</p> <p>Under Breakdown cover, Repatriation, you must advise us how you wish to recover or dispose of the covered vehicle. If you do not do so within 10 weeks of us asking you for this information we will dispose of the covered vehicle at your cost.</p>
Cover enhancements	<p>We may extend or broaden the cover provided by your policy. If we do this during the period of insurance without increasing the premium, the extended or broadened cover will apply to your policy with effect from the date we make the changes in cover.</p>
Currency conversion	<p>If any costs are incurred in a currency other than Pound sterling, the costs will be converted to Pound sterling using the exchange rate at the time the costs were incurred.</p>
Duplicate cover	<p>If a loss is payable under more than one part of your policy, we will pay you under the part that gives you the most cover, but not under more than one part.</p> <p>In no instances will we make duplicate payments.</p>
Duty of care	<p>You must maintain your vehicle in a good state of repair and you must also take all reasonable steps to prevent accidents, injury, illness, loss or damage.</p>
Examination under oath	<p>We have a right to examine under oath you, an insured person or anyone seeking a benefit under your policy as often as we require.</p>
Governing law	<p>English Law applies to the Legal protection section of your policy. The rest of your policy is governed by the law that applies to where you reside within the United Kingdom. If there is any disagreement about which law applies, English law will apply.</p> <p>You agree to submit to the exclusive jurisdiction of the courts in England and Wales.</p>

General policy conditions

Licence requirement	Insured persons must hold a driving licence and must follow the conditions of that licence.
Losses not covered by this policy	If we are required by law to make a payment that is not covered by your policy , we have the right to recover the payments from you or the person who is liable.
Multiple claim excess waiver	If a loss is payable under more than one part of your policy , only the highest of the excesses shown in your policy will apply.
Non-payment of premium	If your premium has not been paid, we may refuse your claim or take any unpaid premium from any claim payment we make to you .
Notifying us of a loss	<p>You must notify us about any loss, damage or incident as soon as possible, whether or not it gives rise to a claim.</p> <p>You must report any loss, theft, attempted theft, malicious damage or road rage incident to the police immediately and obtain a police crime reference number.</p> <p>You must notify us as soon as possible of any impending prosecution, coroner's inquest or fatal accident inquiry.</p> <p>Under Breakdown cover, if the covered vehicle is at a garage or other place of repair at the time you notify us of a loss, we may refuse your claim.</p>
Other insurance	If any claim is covered by any other insurance, we will not pay for more than our share of that claim.
Passengers	Under Breakdown cover, you must ensure that the number of passengers in the covered vehicle does not exceed the number of seats stated in the covered vehicle's V5C Registration Certificate.
Period of insurance	Your policy only applies to incidents and covered losses that occur during the period of insurance .
Policy changes	No change or modification to your policy shall be effective except if confirmed in writing by us or unless covered under the cover enhancements condition of your policy .
Repairs	Under Breakdown cover, if the covered vehicle is taken to a garage or other repairer following a breakdown , any repairs carried out will be under an agreement between you and them.
Replacement	Under Breakdown cover, if we are unable to provide you with a replacement car of a similar size to the covered vehicle we may offer more than one replacement car.
Rights of third parties	You and we are the only parties to your policy . Nothing in your policy is intended to give any person any right to enforce any term of your policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Right to renew	If the premium is paid to us using our premium instalment scheme, we will have the right to renew your policy each year and continue to collect premiums using this method. We may vary the terms of your policy , including the premium, at renewal and you will be notified before your renewal date. If you decide that you do not want us to renew your policy , you must inform us or your insurance broker before the next renewal date. Our right to renew your policy does not affect your cancellation rights.
Salvage	Following settlement of a covered loss, any salvage becomes our property.
Sanctions	Notwithstanding any other terms under this agreement, we shall not be deemed to provide coverage and will not make any payments or provide any service or benefit to you or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of you would violate any applicable trade or economic sanctions law or regulation.
Subrogation	Following settlement of a covered loss, any right of recovery against a third party transfers to us . You must do everything you can to assist, and not do anything to impair, any right of recovery.
Vehicle access	You must grant us access to examine your vehicle at all reasonable times.

General policy exclusions

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

Acts of war	We will not pay for any claim caused by or resulting from war, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
Biological and chemical hazards	We will not pay for any claim caused by or resulting from biological or chemical contamination regardless of how it is caused.
Computer error	We will not pay for any claim caused by or resulting from an error in computer programming or instruction to the computer.
Confiscation	We will not pay for any claim caused by or resulting from your vehicle being confiscated, taken, damaged or destroyed by or under the order of any government or public authority.
Deliberate or criminal acts	We will not pay for any claim caused by or resulting from criminal acts, deliberate acts or deliberate omissions, by you or anyone acting on your behalf.
Drivers	<p>We will not pay for any claim if your vehicle is being driven:</p> <ul style="list-style-type: none">• by someone who is not entitled to drive your vehicle in accordance with your Certificate of Motor Insurance;• by someone who does not have a licence to drive your vehicle or is banned or suspended from using such a licence. <p>We will pay for loss or damage if your vehicle has been stolen or taken without your permission.</p>
Indirect losses	We will not pay for any claim caused by or resulting from an indirect result of the event which led to the claim being made under your policy .
Nuclear or radiation hazards	We will not pay for any claim caused by or resulting from ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment.
Pollution or contamination	We will not pay for any claim caused by or resulting from a pollutant or contaminant unless it is directly caused by a sudden identifiable, unintended and unexpected incident and it occurs entirely at a specific time and place during the period of insurance .
Riot and civil commotion	We will not pay for any claim caused by or resulting from riot or civil commotion occurring outside the United Kingdom .
Sonic bangs	We will not pay for any claim caused by or resulting from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
Track use	We will not pay for any claim if your vehicle is being used in the participation, instruction, practice or preparation of any event named or marketed as a track day.
Use of vehicle	<p>We will not pay for any claim if any vehicle is being used:</p> <ul style="list-style-type: none">• for a purpose other than in accordance with your Certificate of Motor Insurance;• in any area used by aircraft or for servicing aircraft;• in the participation, instruction, practice or preparation for racing, pacemaking, speed testing, competitions, rallies, trials, performance testing or any event named or marketed as a track day.

Vehicle cover

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

How we will settle your claim

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

Partial loss If **your vehicle** is partially damaged, **we** will pay the amount required to repair or restore **your vehicle**.
If **agreed value** is shown on **your statement of insurance**, the most **we** will pay is the **agreed value**. If **market value** is shown on **your statement of insurance**, the most **we** will pay is the **market value of your vehicle**.

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

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

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

Enhanced replacement is subject to the following conditions:

- **your vehicle** must be less than 15 years old;
- the **agreed value** must be less than £250,000.

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

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

New vehicle replacement is subject to the following conditions:

- **you** must own the **vehicle** or be purchasing it under a hire purchase agreement;
- **your vehicle** must have been registered as new in the **United Kingdom** less than 12 months prior to the commencement of the most recent **period of insurance**.

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

Enhanced fuel efficiency is subject to the following conditions:

- **you** must own the **vehicle** or be purchasing it under a hire purchase agreement;
- the **agreed value** must be less than £150,000.

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

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

Vehicle cover

Excess	The excess shown on your statement of insurance will apply to each and every covered loss unless stated otherwise in your policy .
Windscreen excess	<p>If the glass in the windows or sunroof of your vehicle is damaged the windscreen excess shown on your statement of insurance will apply.</p> <p>There is no excess applicable if the glass is repaired.</p>
Excess waiver	<p>The excess shown on your statement of insurance will not apply to a covered loss:</p> <ul style="list-style-type: none">• which results in a total loss;• caused by an uninsured third party driver;• if you choose not to utilise the Replacement vehicle service and your excess is £1,000 or less;• whilst your vehicle is being driven by:<ul style="list-style-type: none">– a member of the motor trade whilst in their custody for repair, restoration or service;– a valet as part of a valet parking service;– a chauffeur we have provided;• for carjacking or road rage. <p>This Excess waiver does not apply to the windscreen excess, and/or any compulsory excess shown on your statement of insurance.</p>
Multiple loss excess waiver	<p>If a covered loss involves two or more vehicles, only the highest of the excesses shown in your policy will apply.</p> <p>If a covered loss involves both a vehicle and property insured under a Zurich Private Clients Home policy, only the highest of the excesses shown in your policy will apply.</p>

Vehicle cover

What is covered

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

Cover	Your statement of insurance indicates the cover in force for each vehicle .
Comprehensive or Accidental damage, fire and theft	We will pay for loss or damage to your vehicle occurring anywhere within the territorial limits .
Third party, fire and theft or Fire and theft	We will pay for fire damage to and theft of your vehicle occurring anywhere within the territorial limits .

Additional covers

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

Accessories	We will pay for loss or damage to your vehicle's spare parts or accessories occurring anywhere within the territorial limits .
Advance of funds	Following a covered loss, we will provide up to £4,000 for bail or other security required for the release of an insured person or your vehicle . This amount must be repaid to us within 30 days of us providing the funds.
Alternative transportation costs	If you or your spouse or partner named on your certificate of motor insurance suffer bodily injury as a result of a covered loss and are unable to drive, we will pay up to £5,000 for the cost of reasonable alternative transport necessarily incurred within 12 months of the covered loss. There is no excess applicable to this cover.
Child car seats	Following a covered loss, we will pay the cost to replace your child car seat. There is no excess applicable to this cover.
Driving other cars	<p>We will pay for loss or damage to a car not shown on your statement of insurance whilst being driven anywhere within the territorial limits by you or your spouse or partner named on your certificate of motor insurance.</p> <p>We will not pay for any loss or damage to a car not shown on your statement of insurance:</p> <ul style="list-style-type: none">• which is owned by;• which is available for the regular use of;• which is held under a hire or rental agreement by;• which is held under a hire purchase agreement by;• whilst being sold, repaired, serviced, stored, parked, tested or delivered in connection with the business of;• for which another insurance policy covers; <p>you or your spouse or partner named on your certificate of motor insurance.</p> <p>The highest excess shown on your statement of insurance will apply to this cover. The minimum excess you must pay is £1,000.</p> <p>The most we will pay is the market value.</p>
Emergency expenses	If your vehicle cannot reasonably be used following a covered loss, we will pay up to £2,000 for the cost of additional transport, accommodation and emergency expenses necessary to enable an insured person and any other person occupying your vehicle to reach their destination or return home.

Vehicle cover

Essential alterations

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

- up to £10,000 per **vehicle**, which **you** incur with **our** permission for essential alterations to **your vehicle**;
- up to £10,000 for **you** to purchase a replacement vehicle adapted for the **insured person's** disability.

The most **we** will pay is £20,000.

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

Hired car

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

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

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

Lock replacement

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

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

Loss of road fund licence

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

Misfuelling

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

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

Permanent sound and visual equipment

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

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

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

Personal effects

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

Vehicle cover

Personalised registration

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

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

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

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

Replacement vehicle service

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

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

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

The most **we** will pay for enhanced hire vehicle is £5,000.

Revocation of driving licence

If during the **period of insurance** the driving licence belonging to **you** or **your** spouse or partner named on **your certificate of motor insurance** is revoked due to ill health, **we** will pay up to £5,000 for the cost of reasonable alternative transport necessarily incurred within 12 months of the revocation.

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

Trailers

We will pay up to £5,000 for loss or damage to **your** trailer occurring anywhere within the **territorial limits**.

The highest **excess** shown on **your statement of insurance** will apply to this cover.

Vehicle transportation

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

Vehicle exclusions

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

What is not covered

- Deception** We will not pay for any loss or damage caused by or resulting from deception.
- Defective design** We will not pay for any loss or damage caused by or resulting from defective design, workmanship, maintenance or materials.
- We will pay for resultant damage unless stated otherwise in **your policy** or unless an exclusion applies.
- Gradual loss** We will not pay for any loss or damage caused by or resulting from:
- a gradually operating cause including normal deterioration, warping, action of light, frost, damp, corrosion, rust and any kind of rot, mould or fungus;
 - braking, puncture cuts or bursts to tyres, unless as a result of the theft of **your vehicle**.
- Insurable interest** We will not pay for any loss or damage to a **vehicle** in which **you** do not have an insurable interest at the time of the loss. If more than one person has an insurable interest in the **vehicle**, the most we will pay is up to **your** insurable interest.
- Loss of value** We will not pay for any reduction in the value of any vehicle following a partial loss.
- Mechanical or electrical fault** We will not pay for any loss or damage caused by or resulting from mechanical or electrical fault, breakdown or failure.
- We will pay for resultant damage unless stated otherwise in **your policy** or unless an exclusion applies.

Liability cover

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

How we will settle your claim

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

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

What is covered

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

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

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

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

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

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

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

Additional covers

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

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

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

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

Liability exclusions

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

What is not covered

- | | |
|------------------------------|---|
| Contractual liability | We will not pay for any damages arising from a contract or agreement, whether written or not, which imposes a liability which would not have existed without the contract or agreement. |
| Employer's liability | We will not pay for any damages arising from death or bodily injury if liability cover is provided under an employer's liability insurance issued to comply with relevant employer's liability legislation. |
| Owned property | We will not pay for any damages for property which is owned by, held in trust by or is in the custody or control of the insured person claiming cover under this section. |
| Terrorism | We will not pay for any damages arising from terrorism. |

Lifestyle protection cover

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

How we will settle your claim

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

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

What is covered

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

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

- up to £500 for medical expenses prescribed by a physician, incurred within 12 months of the **incident**;
- up to £100 for each completed 24 hours they spend in hospital as an inpatient.
The most **we** will pay is £3,000;
- £30,000, or less if limited by law, for their death or **dismemberment**, occurring within 12 months of the **incident**;
- up to £500 for psychiatric services prescribed by a physician, incurred within 12 months of the **incident**;
- up to £500 for the cost of a rehabilitation driving course if they are psychologically unable to drive, incurred within 12 months of the **incident**.

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

- up to £5,000 per person for accommodation expenses necessarily incurred to remain with the driver or occupant of the vehicle, whilst they are receiving medical treatment during the 12 months immediately following the **carjacking**;
- up to £5,000 per person for any other expenses necessarily incurred within 12 months of the **carjacking**;
- up to £20,000 per person for lost personal income, incurred within 12 months of the **carjacking**.
The most **we** will pay is £40,000 for each **carjacking**;
- up to £25,000 per person for psychiatric services prescribed by a physician, incurred within 12 months of the **carjacking**.
The most **we** will pay is £50,000 for each **carjacking**;
- up to £25,000 per person for medical expenses prescribed by a physician, incurred within 12 months of the **carjacking**.
The most **we** will pay is £50,000 for each **carjacking**;
- £100,000, or less if limited by law, per person for death or **dismemberment**, occurring within 12 months of the **carjacking**.
The most **we** will pay is £200,000 for each **carjacking**.

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

- up to £25,000 per person for psychiatric services prescribed by a physician, incurred within 12 months of the **road rage**.
The most **we** will pay is £50,000 for each **road rage**;
- up to £25,000 per person for medical expenses prescribed by a physician, incurred within 12 months of the **road rage**.
The most **we** will pay is £50,000 for each **road rage**.

Lifestyle protection exclusions

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

What is not covered

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

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

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

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

Legal protection cover

Definitions

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

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

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

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

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

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

How we will settle your claim

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

What is covered

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

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

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

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

Legal protection cover

Uninsured loss recovery

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

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

Motoring prosecution defence

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

Motor contract disputes

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

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

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

Legal protection cover is underwritten and administered by:

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

Legal protection conditions

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

You or an insured person must:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Legal protection conditions

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

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

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

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

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

Legal protection exclusions

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

What is not covered

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

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

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

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

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

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

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

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

An application for judicial review.

Legal protection important notes

Data protection

To comply with data protection regulations **we** are committed to processing **your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including **your** name, address, date of birth, email address and, on occasion, dependent on the type of cover **you** have, sensitive information such as medical records. This is for the purpose of managing **your** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain **your** personal information either directly from **you**, the third party dealing with **your** claim or from the authorised partner who sold **you** the policy.

Who we are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of **your** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

How we will use your information

We may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact **you** to ask for **your** feedback, or members of the DAS UK Group. If **your** policy includes legal advice **we** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover **you** have, **your** information may also be sent outside the EEA so the service provider can administer **your** claim.

We will take all steps reasonably necessary to ensure that **your** data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose **your** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **our** website.

What is our legal basis for processing your information?

It is necessary for **us** to use **your** personal information to perform **our** obligations in accordance with any contract that **we** may have with **you**. It is also in **our** legitimate interest to use **your** personal information for the provision of services in relation to any contract that **we** may have with **you**.

How long will your information be held for?

We will retain **your** personal data for 7 years. **We** will only retain and use **your** personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** wish to request that **we** no longer use **your** personal data, please contact **us** at dataprotection@das.co.uk.

What are your rights?

You have the following rights in relation to the handling of **your** personal data:

- **You** have the right to access personal data held about **you**
- **You** have the right to have inaccuracies corrected for personal data held about **you**
- **You** have the right to have personal data held about **you** erased
- **You** have the right to object to direct marketing being conducted based upon personal data held about **you**
- **You** have the right to restrict the processing for personal data held about **you**, including automated decision-making
- **You** have the right to data portability for personal data held about **you**

Legal protection important notes

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via Email: dataprotection@das.co.uk

How to make a complaint

If **you** are unhappy with the way in which **your** personal data has been processed **you** may in the first instance contact the Data Protection Officer using the contact details above.

If **you** remain dissatisfied then **you** have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:-

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
www.ico.org.uk

DAS Head and Registered Office:

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

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

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

Financial Services Compensation Scheme

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

DAS Law Limited Head and Registered Office:

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

Registered in England and Wales | Company Number 5417859 | Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, **you** can contact **us** by:

- phoning **0344 893 9013**
- emailing customerrelations@das.co.uk
- writing to the Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side, Temple Back | Bristol | BS1 6NH
- completing **our** online complaint form at www.das.co.uk/about-das/complaints

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

Legal protection important notes

If **you** are not happy with the complaint outcome or if **we**'ve been unable to respond to **your** complaint within 8 weeks, **you** can ask the Financial Ombudsman Service for a free and independent review of **your** complaint.

You can contact them by:

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

Further information is available on their website: **www.financial-ombudsman.org.uk** Using this service does not affect **your** right to take legal action.

The Financial Ombudsman's role is to assess **our** handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If **you** are unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

Breakdown cover

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

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

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

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

Breakdown cover within the United Kingdom

What is covered

At home

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

If **we** are unable to **repair** the **covered vehicle** at the roadside, **we** will transport the **covered vehicle**, any attached **trailer** and **passengers** to a single destination chosen by the **driver** up to a maximum of 10 miles from the **breakdown**.

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

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

Away from home

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

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

Additional covers

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

Medical emergency assistance

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

The most **we** will pay is £500.

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

Onward travel

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

Alternative transport

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

The most **we** will pay is £500.

Hire Car

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

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

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

Breakdown cover

Overnight accommodation We will arrange one night's bed and breakfast accommodation up to a cost of £100 per passenger.
The most we will pay is £500.

Breakdown cover outside the United Kingdom

What is covered

Outside the United Kingdom If a covered vehicle has a breakdown within the territorial limits during a journey, we will send help to attempt to repair the covered vehicle at the roadside.
If we are unable to repair the covered vehicle at the roadside, we will transport the covered vehicle, any attached trailer and passengers from the breakdown location to a local garage for fault diagnosis on the covered vehicle.
We will also:

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

Additional covers

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

Hire car in the United Kingdom Following a breakdown within the territorial limits during a journey, if we cannot repair the covered vehicle before your planned return to the United Kingdom, we will arrange to provide you with a replacement car in the United Kingdom for up to 3 consecutive days or until the covered vehicle has been brought back to the United Kingdom, whichever is sooner.
If we cannot arrange to provide you with a replacement car because you do not meet the car hirer's terms or conditions, we will reimburse you up to £50 per day you incur with our permission to hire an alternative car.
You are responsible for paying the car hirer's excess.

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

Onward travel in the United Kingdom and territorial limits Following a breakdown within 24 hours of a journey, if we cannot repair the covered vehicle by your planned departure date, we will arrange to provide you with a replacement vehicle to enable you to continue your journey for up to 28 days or until the covered vehicle has been repaired, whichever is sooner.
If we cannot arrange to provide you with a replacement vehicle because you do not meet the vehicle hirer's terms or conditions, we will reimburse you up to £50 per day you incur with our permission to hire an alternative vehicle.
You are responsible for paying the vehicle hirer's excess.

Breakdown cover

Onward travel outside the UK

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

Alternative transport

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

The most we will pay is £1500.

Hire Car

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

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

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

Overnight accommodation

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

The most we will pay is £500.

Repatriation

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

Collection

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

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

Vehicle

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

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

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

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

Replacement driver

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

Trailers

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

Breakdown exclusions

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

What is not covered

Alternative destination	We will not transport the covered vehicle to an alternative destination if the original intended destination is closed or inaccessible.
Animals	We will not transport any animals in our vehicles.
Breakdown	We will not attend any breakdown : <ul style="list-style-type: none">• arising from misfuelling, a road traffic collision, fire, flood, theft, an act of vandalism, an act or omission of the driver except running out of fuel and battery failure, or any key related issue except locking the keys in the covered vehicle;• arising from the same cause for which we previously attended a breakdown unless the original fault has been properly repaired and any advice we provided after a temporary repair has been followed;• if the covered vehicle is not legally taxed, insured and holding a valid MOT test certificate which is required by law or is not being used in line with the manufacturer's guidelines.
Costs	We will not pay for any costs incurred without our prior consent.
Customs restrictions	We will not transport the covered vehicle if a customs officer or other official prohibits us from doing so. We will not transport the covered vehicle if a customs officer or other official finds any contents in the covered vehicle that are not legal in that country.
Expenses	We will not pay for the cost of fuel, insurance, excess , meals or delivery or collection of a replacement car.
Import duty	We will not pay for any import duties unrelated to the covered vehicle .
Livestock	We will not pay for any transportation of livestock.
Medical emergency assistance	Under Medical emergency assistance, we will not pay for any costs or benefits if a passenger is taken ill during a trip to or from a doctor's surgery or hospital.
Parts	We will not pay for the cost of any parts. We will not fit any parts supplied by anyone other than us.
Specialist equipment	We will not pay for equipment that is not normally required to complete repairs or transportations including but not limited to winching or specialist lifting equipment.
Tyre faults	We will not transport the covered vehicle more than 10 miles from the breakdown location following a tyre fault unless the covered vehicle's serviceable spare tyre, tyre repair equipment and locking wheel nut are being carried.

Breakdown important notes

Data protection statement

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

What is your data?

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

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

How we obtain and collect your data

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

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

How we will use your data

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

Your rights

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

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

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

Zurich Private Clients

www.zurichprivateclients.co.uk

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

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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 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 on request. Our FCA Firm Reference Number is 203093.

Legal protection section is underwritten and administered by DAS Legal Expenses Insurance Company Limited, Registered office DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales Company no 103274. Authorised and regulated by the Financial Conduct Authority.

FCA Registration No. 202106. These details can be checked on the FCA's Financial Services Register via their website www.fca.org.uk or by contacting them on 0800 111 6768.

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