



PRIVATE CLIENT

COLLECTOR CAR

Policy wording

Insurance provided by



COLLECTOR CAR

Policy wording

INTRODUCTION

Thank you for choosing Azur Underwriting Limited and our Private Client Group for your personal insurance.

Private Client Group is dedicated to providing insurance exclusively for individuals requiring the highest standard of care for their properties and possessions. Our knowledge and experience are complemented by our commitment to exceptional service.

Your Private Client Group client service manager will ensure that you experience excellent personal service and, if you need to make a claim, one of the finest claims services available.

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POLICY PROVISIONS

! This policy is not complete without a schedule

Azur Underwriting Limited distributes and administers this policy on behalf of American International Group UK Limited, Lawshield UK Limited, AmTrust Europe Limited and DAS Legal Expenses Insurance Company Limited.

Azur Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FRN 774401). Azur Underwriting Limited is a company registered in England & Wales (company number 09903413) with a registered office at First Floor, Templeback, 10 Temple Back, Bristol, BS1 6FL.

This policy is underwritten by American International Group UK Limited, save for legal expenses insurance, which is underwritten by AmTrust Europe Limited and European motor breakdown cover, which is underwritten by DAS Legal Expenses Insurance Company Limited.

American International Group UK Limited (AIG) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN number 781109). American International Group UK Limited is registered in England (company number 10737370) with a registered address at The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN 202106) and Prudential Regulation Authority. DAS Legal Expenses Insurance Company Limited is a company registered in England & Wales (company number 00103274) with a registered office at DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Lawshield UK Ltd is authorised and regulated by the Financial Conduct Authority (FRN 306793). Lawshield UK Ltd is registered in England & Wales (company number 3360532) with a registered office at Lawshield House, 850 Ibis Court, Warrington, Cheshire, WA1 1RL.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 202189). AmTrust Europe Limited is registered in England and Wales (company number 01229676) with a registered office at Market Square House, St James's Street, Nottingham, NG1 6FG.

This information can be checked by visiting the FS Register (<https://register.fca.org.uk>) or by calling the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

This policy, this schedule and any endorsement clauses detailed on it, set out the agreement between **you** and **us**. They should be read as one document. **You** agree to pay the premium shown in the schedule and comply with **your** responsibilities described in this policy. Cover for each section will only be in operation where indicated on **your** policy schedule.

Upon any renewal or variation of this agreement, **you** must take care to ensure that **you** respond fully and accurately to any questions or requests for information **we** may make. The information **you** provide to **us** may affect **our** ability to renew or vary **your** coverage under this agreement or the terms on which **we** are able to provide renewal or variation. If there are any changes in **your** circumstances and/or the information **you** have provided is no longer true, valid or up to date **you** must tell the intermediary who arranged the policy for **you**, or **us**, as soon as is possible as this may affect **your** policy and **your** ability to claim under it.

Various provisions in this policy and in the policy schedule endorsement clauses restrict or exclude cover. Read the entire policy carefully to determine **your** rights and duties, and what is and is not covered. **You** may not be entitled to claim under this policy if **you** have not complied with its terms. In particular, please refer to Part VII – General Conditions.

HOW WE USE PERSONAL INFORMATION

We are committed to protecting the privacy of their customers, claimants and other business contacts.

“Personal Information” identifies and relates to **you** or other individuals (e.g. **your** partner or other members of **your** family). If **you** provide Personal Information about another individual, **you** must (unless **we** agree otherwise) inform the individual about the content of this notice and **our** Privacy Policies and obtain their permission (where possible) for sharing of their Personal Information with **us**.

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The types of Personal Information we may collect and why – Depending on **our** relationship with **you**, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with **your** consent where required by applicable law) as well as other Personal Information provided by **you** or that we obtain in connection with **our** relationship with **you**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Making assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

AIG and Azur may send **you** marketing communications. To opt-out of any marketing communications that AIG may send **you**, contact AIG by e-mail at: AIGDirect.Queries@aig.com or by writing to: Customer Support Team, The AIG Building, 2-8 Altyre Road, Croydon, Surrey, CR9 2LG. If **you** opt-out AIG may still send **you** other important service and administration communications relating to the services which they provide to **you** from which **you** cannot opt-out. To opt-out of any marketing communications that Azur may send **you**, contact Azur by email at: marketingopt-out@azuruw.com or by writing to Marketing Preference Team, Azur, Discovery House, 2nd floor, 28-42 Banner Street, London, EC1Y 8QE. If **you** opt-out Azur may still send **you** other important service and administration communications relating to the services which **we** provide to **you** from which **you** cannot opt-out.

Sharing of Personal Information – For the above purposes Personal Information may be shared with **our** group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. **We** are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. **We** may search these registers to prevent, detect and investigate fraud or to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of **our** company or transfer of business assets.

International transfer – Due to the global nature of **our** business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in **your** country of residence). When making these transfers, **we** will take steps to ensure that **your** Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in **our** Privacy Policies (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep **your** Personal Information safe and secure. When **we** provide Personal Information to a third party (including **our** service providers) or engage a third party to collect Personal Information on **our** behalf, the third party will be selected carefully and be required to use appropriate security measures.

Your rights – **You** have a number of rights under data protection law in connection with **our** use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend **our** use of data.

POLICY PROVISIONS

These rights may also include a right to transfer **your** data to another organisation, a right to object to **our** use of **your** Personal Information, a right to request that certain automated decisions **we** make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about **your** rights and how **you** may exercise them is set out in full in **our** Privacy Policies (see below).

Privacy Policy – More details about **your** rights and how AIG collect, use and disclose **your** Personal Information can be found in AIG's full Privacy Policy at: www.aig.co.uk/privacy-policy or **you** may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB or by email at: DataProtectionOfficer.uk@aig.com.

More details about **your** rights and how Azur collect, use and disclose **your** Personal Information can be found in **our** full Privacy Policy at: <http://www.azuruw.com/privacy-policy> or **you** may request a copy by writing to: Data Protection Officer, Azur, Linen Court, 10 East Road, London, N1 6AD or by email at: DPquery@azuruw.com.

THE MOTOR INSURANCE DATABASE

Information relating to this 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 and/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:

- i. Electronic Licensing
- ii. Continuous Insurance Enforcement;
- iii. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- iv. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If an authorised driver is involved in a road traffic accident (either in the UK, the EU or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including his or her 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 the correct registration number. If it is incorrectly shown on the MID there is a risk of having the vehicle seized by the Police. The registration number details can be checked on the MID at www.askmid.com

FRAUD PREVENTION AND DETECTION

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

- a. share information about **you** with other organisations and public bodies including the police;
- b. check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
 - i. help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
 - ii. recover debt, prevent fraud and to manage **your** insurance policies;
 - iii. check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- c. undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

American International Group UK Limited is a member of the Insurance Fraud Bureau (IFB) www.insurancefraudbureau.org, a not for profit organisation funded by the insurance industry, specifically focussed on detecting and preventing organised and cross-industry insurance fraud. The IFB also maintains a Cheatline, where anyone can report insurance fraud online or by calling 0800 422 0421 in confidence and anonymously if necessary.

PART I – DEFINITIONS

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy, defined terms will be bold when used. Any word or expression that appears in the definitions section has the same meaning wherever it appears. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

In this policy, the words '**you**', '**your**' and '**yours**' refer to the person or persons or legal entity named on the schedule, his or her **spouse**, civil partner or common law partner, and any dependant children under the age of twenty one who live in the same household. The words '**we**', '**us**', '**our**' and '**ours**' means American International Group UK Limited, as insurer, or, as the context requires for the purposes of the administration of this policy, Azur Underwriting Limited as agent of American International Group UK Limited.

Agreed value means the amount **we** will pay, if **we** pay a total loss claim, for each **vehicle** as listed in the policy schedule. **You** agree that **we** may re-evaluate this amount when the policy is renewed to reflect current costs and values. The amount in **your** schedule includes all manufacturer fitted extras and modifications and any non-manufacturer extras or modifications approved by **us**.

Bodily injury means identifiable physical injury to the body that results from a covered loss which is caused directly and solely by an accident, which is not intentionally self-inflicted and does not result from sickness or disease.

Child means a person who is under 18 years of age at the date of **bodily injury**.

Carjacking means **you**, a **family member** or a **named driver** being illegally removed from or detained in a **vehicle** by force.

Damages means the sum of money required to satisfy a claim settled by **us** or resolved by arbitration or other judicial proceedings or by a compromise **we** agree to in writing.

DAS means DAS Legal Expenses Insurance Company Limited.

Family member means any member of **your** household who resides with **you** on a permanent basis.

Intoxication or **Intoxicated** means having a blood alcohol level which exceeds the prescribed limit as decreed by the Road Traffic Act 1988 or the applicable local legislation, or being under the influence of any illegal substance.

Loss of a limb means:

In the case of a leg or lower limb:

- a. Loss by permanent physical severance above the ankle: or
- b. Permanent, total and irrecoverable loss of use of a complete foot or leg.

In the case of an arm:

- c. Loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand), or
- d. Permanent, total and irrecoverable loss of use of a complete arm or hand.

Loss of sight means a permanent and total loss of sight:

- a. in both eyes if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- b. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what **you** should see at 60 feet).

Market value means the cost to replace a **vehicle** with one of a similar year, make, model and condition. **We** decide this amount.

Medical expenses means reasonable charges **you** are legally liable for in respect of first aid, dental, prosthetic devices, ambulance, hospital, rehabilitation, medical, surgical, x-ray and professional nursing services.

Named driver means anyone who is named on **your** policy schedule and certificate of motor insurance as being entitled to drive **your vehicle** and has **your** permission to drive it.

PART I – DEFINITIONS

Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, whether controlled or uncontrolled however caused, or any consequence of any of these.

Occurrence means a loss or an accident, which occurs during the **policy period** and results in **bodily injury** or **property damage**.

Permanent total disablement means **your** inability to continue in any occupation for which **you** are fitted by way of training, education or employment which in all probability will continue for the rest of **your** life. If **you** are not in employment for which **you** receive a regular income, the inability to work in any gainful employment which in all probability will continue for the rest of **your** life.

Policy period means the period of cover shown in the schedule.

Private car means a motor **vehicle** with at least three wheels designed and constructed for the carriage of passengers and comprising no more than eight seats in addition to the driver's seat.

Property damage means actual physical harm to or destruction of tangible property, including the loss of its use.

Road rage means **bodily injury** to **you**, a **family member** or **named driver** caused by a violent person while **you** are in a **vehicle**.

Spouse means **your** husband, wife, civil partner or common law partner who permanently resides with **you**.

Territorial limits means United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, and any member country of the European Union, Andorra, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland, or in transit by rail, sea, land (not under the **vehicle's** own power) or air to or from any of these countries.

Terrorism means the use of force or violence and/or the threat thereof committed for political, religious, or ideological purposes and with the intention to influence any government and/or to put the public or any section of the public in fear.

Vehicle means:

- a. Any motor vehicle listed in **your** policy schedule, for which a certificate of motor insurance has been issued, which shows the registration mark of that motor vehicle, of which **you** or a **family member** are the registered keeper, or which is under a hire purchase agreement or is leased to **you**, or a **family member**.
- b. Any private motor vehicle not listed in **your** policy schedule which is not owned by **you** or a **family member** or registered in **your** or a **family member's** name when used by **you** or **your spouse** only, with the owner's permission. This does not include vehicles available for regular use by **you** or a **family member**.
- c. Any motor vehicle listed in **your** policy schedule which is unregistered but is identified by its chassis number.

PART II – MAKING A CLAIM

Private Client Group is committed to providing the finest claims service in the industry. When a loss occurs, **we** aim to respond immediately with practical advice and assistance.

If **you** need to notify **us** of a potential claim under any section of **your** policy one of **our** dedicated claim specialists will be able to advise on policy cover and agree with **you** on how best to resolve the situation quickly and to **your** satisfaction. **Our** telephones are manned 24 hours a day, 7 days a week.

We must be notified as soon as it is reasonably practical after an event which may give rise to a claim. Late notification of a claim may affect **our** acceptance of it if it is made so long after the event that **we** are unable to investigate it fully or may result in the insured person not receiving the full amount claimed if the sum claimed is increased as a result of the delay.

You will need to provide **your** name and **your** policy number at the time of reporting a potential claim.

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

A. MOTOR VEHICLE CLAIM

To make a claim under any of the sections of this policy please contact **your** insurance broker or agent. Alternatively **you** can contact **us** direct as follows:

Telephone: +44 (0)20 3319 8999

Email: pcgclaims@azurpcg.com

In writing:

Private Client Group Claims

Azur

Linen Court

10 East Road

London

N1 6AD

B. WINDSCREEN CLAIM

To make a claim for damage to **your** windscreen, please contact **us** on **our** 24 hour helpline and **we** will arrange immediate assistance:

Telephone: +44 (0)20 3319 8999

You may also use your preferred supplier.

C. MOTOR BREAKDOWN CLAIM

It is important that **you** contact the **DAS** motor assistance centre as soon as possible after the breakdown. **DAS** will not cover any call-out charges and labour costs unless **DAS** has given their agreement.

DAS provides assistance 24 hours a day, 365 days a year.

In the event of a covered breakdown call the **DAS** motor assistance helpline on:

Telephone: 0800 678 3711 if **you** are calling from the UK or;

Telephone: +44 11 7934 0148 if **you** are calling from elsewhere in Europe

Please provide the following information:

- Policyholder's name and policy number;
- Registration number of the **vehicle**;
- Make, model and colour of the **vehicle**; and
- Nature of the breakdown and location of the **vehicle**.

A motor assistance operator will arrange for one of **DAS**'s approved agents to come to **your** assistance as quickly as possible.

PART II – MAKING A CLAIM

D. LEGAL EXPENSES CLAIM

To make a claim, **you** can write or call Lawshield as soon as possible at:

The Claims Department
Lawshield UK Limited
1210 Centre Park Square
Lakeside Drive
Centre Park
Warrington
WA1 1RU

Telephone: 0333 043 3787

Fax: 0333 043 3798

Email: claims@lawshield-uk.com

You should not send any documents until Lawshield ask for them.

There is no cover for any **legal costs and expenses** until **your** claim has been accepted in writing.

PART III – VEHICLE

A. BASIS OF COVER

This policy covers **you** for all risks of physical loss to **your vehicle** occurring anywhere within the **territorial limits** including whilst in transit by rail, sea, land (not under the vehicle's own power) or air, subject to policy terms, conditions and exclusions.

The exclusions to this cover are set out in Section D.

B. PAYMENT OF A LOSS

We will pay for loss of, or damage to **your vehicle** anywhere within the **territorial limits** as follows:

1. Excess

An excess shown in **your** policy schedule applies to each and every covered loss or damage unless stated otherwise.

If a **vehicle** not listed in **your** policy schedule sustains a covered loss or damage, the excess of the greatest value listed in **your** policy schedule will apply.

If the same **occurrence** involves two or more **vehicles** shown in the schedule, the greater of the excesses will apply once to the loss or damage claimed.

2. Total loss

If the **vehicle** is stolen or damaged beyond economical repair or is deemed unsafe by **us**, **we** will pay the **agreed value** shown in **your** schedule. However, **we** will reduce **our** payment by any amount paid for a previous loss to that **vehicle** if the damage was not repaired. If no **agreed value** is shown on the schedule **we** will pay the **market value** of that **vehicle**.

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

The **vehicle** shall be deemed to be a total loss when in **our** opinion it is beyond economical repair or is deemed unsafe by **us**.

Following a total loss settlement, **you** may request the opportunity, where legislation permits, to retain the **vehicle** salvage, subject to **us** deciding on any deduction from the claims settlement.

When **we** pay for a total loss, any amount outstanding on any finance or hire purchase agreement may at **our** sole discretion be settled direct with the lender and deducted from the amount payable to **you**.

No excess applies in the event of a total loss.

3. Classic car extended reinstatement cover

In the event of a total loss **we** will pay up to 125% of the **agreed value** shown in **your** policy schedule in order to reinstate **your vehicle** to the same condition immediately prior to the covered loss if:

- a. **your vehicle** is over 15 years old; and
- b. the schedule states that the **vehicle** is insured on an **agreed value** basis.

In any event the payment made in excess of the **agreed value** will not exceed £100,000. Payment will only be made upon receipt and acceptance of reinstatement invoices agreed by **us** for **your vehicle**. In no event will **we** provide any cash payments.

4. Loss in value cover for classic cars

In the event of a partial loss where **your vehicle** is over 15 years old **we** will pay the cost of reinstating **your vehicle** to its condition immediately before the loss up to the **agreed value** shown in **your** policy schedule. If after the restoration the **market value** of the **vehicle** is less than its **agreed value** immediately before the loss, **we** will also pay the difference up to a maximum of £250,000 or 20% of the **agreed value** for that **vehicle**, whichever is the lesser amount.

In no event shall the total payment exceed the **agreed value** noted on **your** schedule.

PART III – VEHICLE

5. Partial loss

If the **vehicle** is partially damaged, **we** will pay the amount required to repair or replace, whichever is less, the damaged part(s) without deduction for depreciation, up to the **agreed value** for each **occurrence**.

We will replace the damaged part(s) with the original manufacturer's part(s) when a part cannot be repaired subject to availability.

Repair of the **vehicle** will be arranged by **us** with one of **our** approved repairers. If **you** wish to use **your** own nominated repairer, **you** may do so with **our** prior agreement.

Repairs carried out by one of **our** approved repairers will be guaranteed for a period of three years.

Any **vehicle** which cannot be repaired to Department for Transport certification standard is not eligible for repair and will be deemed to be a total loss.

Repairs cannot commence without **our** prior written approval.

6. New car replacement

We will replace **your vehicle** with a new **vehicle** of the same make, model and specification (subject to availability) if within 12 months of purchase of the **vehicle** as new by **you** or a **family member**:

- a. any repair cost or damage covered by the policy exceeds 60% of the **vehicle's** United Kingdom list price (including VAT) at the time of purchase; or
- b. **your vehicle** is stolen and not recovered within 30 days.

Replacement is subject to:

- a. **your vehicle** being owned by **you** or a **family member** or having been purchased by **you** or a **family member** under a hire purchase agreement;
- b. the agreement of any interested hire purchase company;
- c. **you** or a **family member** being the first registered keeper of the **vehicle**; or are the second registered keeper of the **vehicle**, where the **vehicle** has been pre-registered in the name of the manufacturer or supplying dealer, providing at the time of the purchase by **you** or a **family member**, the mileage was less than 250 miles, and
- d. any salvage of the original **vehicle** becoming **our** property.

Any **vehicle** which is the subject of any type of leasing or contract hire agreement is not eligible for replacement. If a new **vehicle** of the same make, model and specification is no longer available the claim will be settled at the current **agreed value** listed on **your** policy schedule.

C. ADDITIONAL COVERS

These covers are offered in addition to that shown on **your** policy schedule unless stated otherwise. **Your** excess applies to these covers unless stated otherwise.

1. Comprehensive driving other cars

Cover is also provided for **you** and **your spouse** to drive any private motor **vehicle** not listed in **your** policy schedule on a fully comprehensive basis provided that:

- a. **you** and **your spouse** are specifically named on **your** certificate of motor insurance as having this additional cover included;
- b. the **vehicle** is not owned by **you** or a **family member** or registered in **your** or a **family member's** name;
- c. **you** or **your spouse** are using the **vehicle** with the owner's permission; and
- d. the **vehicle** is not available for regular use by **you** or a **family member**.

In no event shall the total payment exceed £250,000 per **occurrence**.

PART III – VEHICLE

2. Getting **you** to **your** destination

We cover the following additional expenses **you** incur as a result of a claim covered by this insurance:

- a. onward transportation expenses up to a maximum of £500 to reach **your** intended final destination;
- b. overnight accommodation and meals for **you**, any **named driver** and the passengers if **you** are more than 50 miles from **your** nearest residence up to £750 in total.

No excess applies to this cover.

3. Glass cover

We will refund **you** in respect of any payment **you** make solely for repair or replacement of glass in the windscreen, sunroof or windows of **your vehicle** (or any scratching of bodywork arising directly and solely from the glass breakage).

An excess applies to this cover as shown on **your** policy schedule.

If the glass is repaired rather than replaced, then no excess applies.

4. Lock replacement

In the event of damage to locks on a **vehicle** listed on **your** policy schedule or in the case of the theft or loss of keys, ignition card or lock transmitter of any **vehicle** listed on **your** policy schedule, the most **we** will pay is £5,000 in respect of any one **occurrence** for the replacement cost of:

- a. all external locks of the **vehicle**;
- b. the ignition/steering lock if this is operated by the same key; and
- c. the lock transmitter and/or central locking interface.

5. Replacement child car seats

If **you** have a child car seat in **your vehicle** and the **vehicle** is damaged due to fire, theft or in an accident, **we** will replace and fit the child car seat with a new one whether or not there is visible damage.

No excess applies to this cover.

6. Loss of licence

If due to ill health **your** licence is revoked by the DVLA **we** will pay up to £5,000 towards the cost of alternative essential transport for a maximum period of 12 months provided that **your** policy cover remains in force throughout that period.

7. Loss of driving ability

If **you** or **your spouse** have **your** driving license suspended by the DVLA due to ill health or are injured and owing to that injury are unable to drive following an accident that results in a valid claim under this policy **we** will pay up to £5,000 for alternative essential transport for a maximum period of 12 months provided that **your** policy cover remains in force throughout that period.

8. Loss of driving confidence

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

9. **Vehicle** tax disc cover

We will pay an amount representing any unexpired part of **your vehicle's** tax disc calculated on a proportionate basis, if **you** are otherwise unable to recover this following a total loss under this policy.

PART III – VEHICLE

10. Permanent entertainment and navigational equipment

In the event of loss or damage to a **vehicle** listed on **your** policy schedule, **we** will pay up to £1,000 per **occurrence** for loss or damage to sound reproducing, receiving, transmitting equipment, car televisions, telephones and global positioning systems that are permanently installed or are removable from a housing unit permanently installed in the **vehicle**. This equipment must be:

- a. designed to be solely operated by use of the power from the electrical system of the **vehicle**; and
- b. in or on the **vehicle** at the time of the loss.

The covers under this section do not increase the **agreed value** of **your vehicle**.

11. Personal possessions

We will pay for loss of personal possessions in or on **your vehicle** as a result of an accident, fire, theft or attempted theft up to a maximum of £1,000 unless the loss is already covered under any other current insurance policy. This cover does not include money.

12. Alloy wheel replacement

If **we** cannot match the replacement alloy wheels on a **vehicle** shown on **your** policy schedule **we** will pay up to £10,000 for the cost to replace all of the **vehicle**'s alloy wheels provided that this follows a covered loss in which the alloy wheels have been lost or damaged.

Any undamaged alloy wheels shall become **our** property.

13. Upholstery replacement

If **we** cannot match the upholstery on a **vehicle** shown on **your** policy schedule **we** will pay up to £10,000 for the cost to replace all of the upholstery provided that this follows a covered loss in which the upholstery has been lost or damaged.

Any undamaged upholstery shall become **our** property.

14. Disability costs

If **you** or a member of **your** family are registered disabled as a result of an insured loss to a covered **vehicle** **we** will pay up to £10,000 towards the cost of necessary relevant modifications to a covered **vehicle**.

15. Trailer cover

We will pay for loss or damage to **your** trailer up to a maximum of £5,000 whether attached to or unattached from **your vehicle** at the time of loss unless the loss is already covered under any other current insurance policy.

No excess applies to this cover.

16. Personal registration plate cover

If cover for a personal registration plate is shown on **your** policy schedule **we** will cover the following:

If the **vehicle** is stolen and not recovered within 30 days **we** will pay the sum insured shown in **your** policy schedule for the loss of use of the personal registration plate.

When **we** pay for this loss, the personal registration plate, and the right to its use becomes **our** property.

You may re-purchase the personal registration plate from **us** when the DVLA re-issues the plate at the sum insured that was paid by **us**.

PART III – VEHICLE

17. Carjacking

We will pay for the reasonable costs, as agreed by **us**, shown below which are incurred by **you**, a **family member**, a **named driver** or a chauffeur travelling with **you** or a **family member** as a result of any one **carjacking occurrence** within the **territorial limits**:

- a. up to £20,000 per person subject to a maximum of £40,000 per **occurrence** in respect of **medical expenses** incurred due to injuries sustained in a **carjacking occurrence** within 12 months of the **carjacking occurrence**;
- b. up to £20,000 per person subject to a maximum of £40,000 per **occurrence** in respect of psychiatric services as prescribed by a physician psychologist or other mental health professional as a result of a **carjacking occurrence** incurred within 12 months of the **carjacking occurrence**;
- c. up to £20,000 per person subject to a maximum of £40,000 per **occurrence** in respect of loss of income that exceeds and is not otherwise recovered under other collectible benefits including but not limited to employee sick pay, disability allowance, employers liability insurance within the first 60 days after the **carjacking occurrence**;
- d. up to £5,000 in respect of paid accommodation expenses for **you** or a **family member** to stay near to the claimant who is receiving medical treatment (in accordance with this section) following a **carjacking occurrence** unless **you** have a residence that is within 10 miles of the treatment centre.

18. Road rage

We will pay for the reasonable costs, which are agreed by **us**, up to a maximum of £10,000 in any one **policy period**, which are incurred by **you**, a **family member**, or a chauffeur travelling with **you** as a result of any one **occurrence of road rage** within the **territorial limits** in respect of:

- a. **medical expenses**; and
- b. psychiatric services as prescribed by a physician psychologist or other mental health professional incurred within 12 months of the **road rage occurrence**.

19. Uninsured drivers

If **your vehicle** suffers loss or damage caused by an uninsured driver or a third party that **we** are unable to trace, no excess will apply provided **you** have made all reasonable attempts to obtain the third party's details.

20. Paintwork replacement

If **we** cannot match the paintwork on part of a **vehicle we** will pay 50% of the cost of repainting the whole **vehicle** subject to a maximum payment of £4,000 provided that this follows a covered loss in which the paintwork has been damaged.

21. Unattached **vehicle** accessories:

We will pay up to £10,000 for **vehicle** accessories and equipment provided that at the time of the loss these items are not inside the **vehicle** or attached to the **vehicle**.

PART III – VEHICLE

D. EXCLUSIONS

The following exclusions apply to Part III of **your** policy, including the additional covers, unless stated otherwise.

1. Act of war

We do not cover any loss or damage caused directly or indirectly by any war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental. **We** do not cover loss or damage caused directly or indirectly by the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

2. Breakdown

We do not cover any loss or damage caused by:

- a. mechanical or electrical breakdown;
- b. error in computer programming;
- c. instructions to the computer;
- d. wear and tear;
- e. freezing; or
- f. damage to tyres by braking, bursts or puncture cuts, unless the loss or damage resulted from the theft of the **vehicle**.

3. Competitive racing / track use

We do not cover any loss or damage to any **vehicle**, or any liability arising from the use of such a **vehicle**, in any competition, motor trial, pace making, instruction, driver's education, preparation, speed testing or participation for or in any race or speed contest, or prearranged handling and performance test, whether on a closed track, public roadway or private property.

We do not cover any loss or damage to any **vehicle**, or any liability arising from the use of such a **vehicle**, whilst being used for any purpose on a closed track, motor racing circuit, pre-prepared course or derestricted toll road including, but not limited to, the Nurburgring circuit in Germany.

4. Confiscation

We do not cover any loss or damage caused by the confiscation, seizure or destruction of **your** property or any **vehicle** covered by this insurance by any public or government authority.

5. Intentional acts

We do not cover any **property damage** arising out of an act intended by **you** or a **family member**, or by any person instructed or directed by **you** or a **family member**, to cause **property damage**, even if the damage or injury caused is of a different type or degree than actually expected or intended.

For this purpose an intentional act includes one whose consequences could have been foreseen by a reasonable person.

6. Loss of value

We do not cover a reduction in the value of a **vehicle** listed in **your** policy schedule following any repairs carried out in accordance with this policy. Unless cover under Part III – Vehicle B. Payment of loss 4. Loss in value cover for classic cars applies.

7. Other **vehicles**

We do not cover **you** for loss or damage arising out of the ownership, maintenance or use of any **vehicle** with less than three wheels.

This exclusion does not apply to motorcycles listed on **your** policy schedule and for which a valid certificate of motor insurance or cover note has been issued. Separate terms and conditions will however apply.

PART III – VEHICLE

8. Nuclear hazard

We do not cover any loss or damage caused directly or indirectly by **nuclear hazard**. However, this exclusion does not apply to ensuing covered loss due to fire resulting from a **nuclear hazard** unless another exclusion applies.

9. Radioactive, chemical or biological contamination

We do not cover any loss or damage, directly or indirectly caused by:

- a. radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. the use of a chemical or biological weapon.

10. Sonic bangs

We do not cover any loss or damage caused by pressure waves caused by aircraft or other aerial devices travelling at the speed of sound, or faster.

11. Terrorism

We do not cover any loss, damage, cost or expense of any nature whatsoever directly or indirectly caused by, resulting from or in connection with:

- a. any act of **terrorism** except in so far as is necessary to comply with the relevant road traffic legislation; or
- b. resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

12. Vehicles airside

We do not cover any loss or damage whilst a **vehicle** is on any part of an airport, aerodrome, airfield or military base where the public do not have free vehicular access provided for:

- a. the take off or landing of aircraft and for the movement or storage of aircraft on the surface; or
- b. aircraft parking including the associated service roads, refuelling areas and ground equipment parking areas.

13. Vehicle used for a fee

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

This exclusion does not apply to a car sharing arrangement where the **vehicle** has eight seats or less and **you** do not profit from the contributions **you** receive for **your** journey.

14. Vehicle related services

We do not cover losses to **vehicles** not shown on **your** policy schedule arising from the maintenance or use by any person whilst employed or engaged in the business of repairing, servicing, testing, washing, parking, storing, or selling of automobiles.

15. Riot and civil commotion

We do not cover any loss or damage arising out of riot or civil commotion occurring elsewhere other than in Great Britain, the Isle of Man or the Channel Islands.

PART III – VEHICLE

16. Contractual agreements

We do not cover any loss or damage arising out of any liability accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.

17. Criminal or illegal acts

We will not pay for any loss or damage caused by, or arising from, criminal or illegal acts by **you**, a **family member** or **named driver** or anyone acting on behalf of **you** or a **family member** or **named driver**.

18. Driving whilst **intoxicated**

We will not pay for any loss or damage to **your vehicle** that occurs whilst **you**, or any other covered driver, is driving whilst **intoxicated**.

19. Cyber exclusion

In no case shall **we** cover loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

PART IV – THIRD PARTY LIABILITY

A. BASIS OF COVER

This policy provides **you** with legal liability cover for **damages** resulting from an **occurrence** that happens anywhere within the **territorial limits** subject to policy terms, conditions and **exclusions**. The **occurrence** must involve:

1. **your vehicle**; or
2. any other **vehicle** which **your** certificate of motor insurance allows **you** to use; or
3. a trailer or caravan which is attached to **your vehicle**.

The exclusions to this cover are set out in Section E.

B. PAYMENT OF A LOSS

The limit of liability is shown on **your** policy schedule, unless stated otherwise. **We** will pay for **damages** from any one **occurrence**, regardless of how many claims, **vehicles**, or people are involved in the **occurrence**.

C. DAMAGES AND DEFENCE COVER

We cover **damages you** or a **named driver** is legally obligated to pay for **bodily injury**, or **property damage** up to the amount shown in **your** policy schedule for any one **occurrence**, arising from the ownership, maintenance, or use of a **vehicle** which takes place anytime during the **policy period** within the **territorial limits** and are caused by an **occurrence** unless stated otherwise or an exclusion applies.

We will defend a **you** or a **named driver** against any legal action seeking **damages** for **bodily injury** or **property damage**. **We** will provide this defence at **our** own expense, with counsel of **our** choice, even if the legal action is groundless, false or fraudulent. **We** may negotiate, investigate and settle any such claim or suit at **our** discretion.

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

1. all expenses **we** incur;
2. all costs assessed against **you** or a **named driver**;
3. all interest accruing after a judgment is entered or as provided for in an agreed settlement, in a suit **we** defend, on only that part of the judgment or settlement **we** are responsible for paying. **We** will not pay interest accruing after **we** have paid the judgment or settlement;
4. reasonable expense incurred by **you** or a **named driver** at **our** request for assisting **us** in the investigation or defence of a claim or suit; and
5. the cost of all bail bonds required of **you** or a **named driver** because of a covered loss. If **we** are prevented, in certain jurisdictions, by local law from carrying out this defence cover, **we** will pay only those defence expenses that **we** agree in writing to pay and that are incurred by **your** legal representatives on behalf of **you**.

D. ADDITIONAL COVERS

In addition to **damages** and the defence cover, **we** also provide the covers below.

1. Emergency treatment

We will reimburse **you** or a **named driver** using any **vehicle** that is listed in **your** policy schedule for payment made under the relevant road traffic legislation for emergency treatment.

2. Medical expenses

We will pay the necessary **medical expenses**, up to a total of £500 for each person covered to drive under this policy, that are incurred within three years of a covered loss under this policy.

The expenses must be for **bodily injury** to:

- a. **you** or a covered driver while occupying a **vehicle** listed on **your** policy schedule; or
- b. **you** or **your spouse** while occupying or struck by a motor **vehicle** or trailer.

PART IV – THIRD PARTY LIABILITY

However, **we** do not cover any person for **medical expenses** for **bodily injury** sustained whilst as the driver or a passenger in any **vehicle** having less than four wheels.

3. Spanish bail bond

Should an accident occur in Spain, which may be the subject of a claim under this policy, and **you** or a **named driver** are detained or a **vehicle** listed in **your** policy schedule is impounded by the local authorities and a monetary deposit or guarantee is required for their release, **we** will provide the deposit or guarantee.

4. Travelling abroad

No cover is provided for countries outside the **territorial limits** without prior written agreement by **us**.

5. Personal accident cover

We will pay **you** or a **family member** or, in the event of **your** death, **your** estate, £50,000 (£20,000 for the death of a **child**) for **bodily injury** to **you** or a **family member** caused whilst travelling in, getting into or getting out of any private motor **vehicle** or being subject to a **carjacking**, provided that the injury is the sole cause of;

- a. death;
- b. **loss of a limb**;
- c. **loss of sight**; or
- d. **permanent total disablement**.

You must notify **us** as soon as possible after the date of the **occurrence**.

We do not cover any loss caused directly or indirectly while **you** or a **named driver**, driving a **vehicle** listed in **your** policy schedule is in a state of **intoxication** or insanity.

E. EXCLUSIONS

The following **exclusions** apply to Part IV of **your** policy, including the additional covers, unless stated otherwise.

1. Intentional acts

We do not cover any **property damage** or **bodily injury** arising out of an act intended by **you** or a **family member**, or by any person instructed or directed by **you** or a **family member**, to cause **property damage** or **bodily injury**, even if the damage or injury caused is of a different type or degree than actually expected or intended. For the purpose of this section, an intentional act is one whose consequences could have been foreseen by a reasonable person.

2. Non-permissive use

We do not cover any person who uses a **vehicle** listed in the schedule without the permission of **you** or **your spouse**.

3. Owned property

We do not cover damage to property being transported by the owner.

4. Other property

We do not cover any person for damage to property used by or rented to, or in the care of that person.

This exclusion does not apply to a private garage or residence; or to private **vehicles**, trailers, or vans not owned by, furnished to, or available for the regular use of **you** or a **family member**.

5. Employers' liability

We do not cover liability for the death or **bodily injury** of **your** employees that arises out of or in the course of his/her employment by anyone in respect of whom cover is provided under **your** policy, if that liability is provided under an employers' liability insurance issued to comply with relevant employers' liability legislation.

PART IV – THIRD PARTY LIABILITY

6. **Vehicles** used for a fee

We do not cover any person for **damages** arising out of operation or ownership of a **vehicle** listed in **your** policy schedule while it is being used to carry people or property for a fee or similar reward.

This exclusion does not apply to a car sharing agreement, where the **vehicle** has eight seats or less and **you** do not profit from the contributions **you** receive for **your** journey.

7. Other **vehicles**

We do not cover any person for **damages** arising out of the ownership, maintenance or use of any **vehicle** with less than three wheels.

This exclusion does not apply to motorcycles listed on **your** policy schedule and for which a valid certificate of motor insurance or cover note has been issued.

8. Competitive racing / track use

We do not cover any loss or damage to any **vehicle**, or any liability arising from the use of such a **vehicle**, in any competition, motor trial, pace making, instruction, driver's education, preparation, speed testing or participation for or in any race or speed contest, or prearranged handling and performance test, whether on a closed track, public roadway or private property.

We do not cover any loss or damage to any **vehicle**, or any liability arising from the use of such a **vehicle**, whilst being used for any purpose on a closed track, motor racing circuit, pre-prepared course or derestricted toll road including, but not limited to, the Nurburgring circuit in Germany.

9. **Vehicle** related services

We do not cover losses to **vehicles** that are not shown on **your** policy schedule arising from the maintenance or use by any person whilst employed or engaged in the business of repairing, servicing, testing, washing, parking, storing, or selling of automobiles.

10. Acts of war

We do not cover any loss or damage caused directly or indirectly by any war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental. **We** do not cover loss or damage caused directly or indirectly by the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

11. **Nuclear hazard**

We do not cover any loss or damage caused directly or indirectly by **nuclear hazard**.

However, this exclusion does not apply to ensuing covered loss due to fire resulting from a **nuclear hazard** unless another exclusion applies.

12. Radioactive, chemical or biological contamination

We do not cover any loss or damage, directly or indirectly caused by:

- a. radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. the use of a chemical or biological weapon.

PART IV – THIRD PARTY LIABILITY

13. **Vehicles** airside

We do not cover any loss or damage whilst a **vehicle** is on any part of an airport, aerodrome, airfield or military base where the public do not have free vehicular access provided for:

- a. the take off or landing of aircraft and for the movement or storage of aircraft on the surface; or
- b. aircraft parking including the associated service roads, refuelling areas and ground equipment parking areas.

14. **Terrorism**

We do not cover any loss, damage, cost or expense of any nature whatsoever directly or indirectly caused by, resulting from or in connection with:

- a. any act of **terrorism** except in so far as is necessary to comply with the relevant road traffic legislation; or
- b. resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

15. Pollution

We do not cover any loss or damage arising out of pollution or contamination unless it is directly caused by a sudden identifiable unintended and unexpected **occurrence** and it occurs entirely at a specific time and place during the **policy period**.

16. Contractual agreements

We do not cover any loss or damage arising out of any liability accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.

17. Cyber exclusion

In no case shall **we** cover loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

PART V – EUROPEAN MOTOR BREAKDOWN COVER

DAS Legal Expenses Insurance Company Limited underwrites and administers this section of this policy. 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. Cover is only operative if indicated on **your** policy schedule. DAS Legal Expenses Insurance Company Limited is a company registered in England & Wales (company number 103274) with a registered office of DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

All telephone calls to **DAS** may be monitored and recorded as part of the **DAS** training and quality assurance programmes. The special definitions below apply only to Part V – European Motor Breakdown Cover, and where the same words are defined elsewhere in this policy, these special definitions apply to this section only.

A. SPECIAL DEFINITIONS IN PART V (in addition to the general policy definitions)

Breakdown means either

1. mechanical or electrical failure or
2. accidental damage, or damage caused by vandalism, fire, theft or attempted theft; which stops **your vehicle** moving.

Insured person(s) means **you**, and any passenger or driver who is in the **vehicle** with **your** permission at the time of the **breakdown**.

Vehicle means any motor **vehicle** listed in **your** policy schedule or any other **vehicle you** or **your spouse** are driving at the time of the **breakdown** which does not already have motor **breakdown** cover in force.

The **vehicle**, excluding any caravan or trailer, must not weigh more than 3.5 tonnes gross **vehicle** mass or be over 5.5 metres (18 feet) in length, or over 2.3 metres (7 feet 6 inches) wide. Cover extends to include any caravan or trailer attached to the **vehicle** at the time of the **breakdown**. Any caravan or trailer attached to the **vehicle** must not exceed 7.6 metres (25 feet) in length.

B. BASIS OF COVER

You are covered for the assistance services in this section for a maximum of six **breakdowns** during the **policy period** if **you** have paid **your** premium. **DAS** agrees to provide the assistance services in this section in accordance with the terms, conditions and exclusions in this section as long as the **breakdown** happens during the **policy period** and within the **territorial limits**.

After **DAS** has dealt with **your** sixth **breakdown**, **you** will not have any further coverage under this section of **your** policy. In such circumstances, or if the service **you** require is not provided for under the terms of this section, **DAS** will try to provide the assistance service if **you** wish at **your** expense. The terms of any such assistance are a matter for **you** and the service provider.

C. INSURED INCIDENTS

1. Emergency roadside repairs and **breakdown** at **your** home address

DAS will pay the call-out charge and up to one hour's labour costs for one of **DAS's** approved agents to attend the scene of the **breakdown** and, where possible, carry out emergency repairs.

2. **Vehicle** recovery

If **your vehicle** cannot be repaired within one hour at the scene of the **breakdown**, **DAS** will pay for the cost of transporting **your vehicle** and **insured person(s)** to a single destination, being either:

- a. a suitable repairer; or
- b. if the **insured person** wishes, their home address, provided it is nearer.

3. Getting **you** to **your** destination

If **your vehicle** cannot be repaired on the same day as the **breakdown**, **DAS** will either:

PART V – EUROPEAN MOTOR BREAKDOWN COVER

- a. pay the cost of transporting **your vehicle** or **insured person(s)**, or both, to a destination(s) within the **territorial limits** provided that the **insured person(s)** are transported to the same destination. **DAS** will not pay more than the value of **your vehicle**; or
- b. arrange and pay the cost of hiring a category A **vehicle** (1.0L or less engine size) to allow the **insured person(s)** to continue their journey to a destination within the **territorial limits**, but the most **DAS** will pay for any one claim is £750 and any replacement **vehicle** provided must remain within the **territorial limits**; or
- c. arrange transport for **insured person(s)** to travel to a hotel. **You** must pay the travel costs and the hotel bill, but **DAS** will pay **you** back on receipt of the relevant bill(s) up to:
 - £50 per person per night in respect of accommodation costs; and
 - a maximum of £300 for transport to the hotel and the cost of hotel accommodation for any one **breakdown**. **You** must send **DAS** all the relevant invoice(s) before **DAS** will reimburse **you**.

At all times **DAS** will decide on the best way of providing help. The most **DAS** will pay for all claims arising from any one **breakdown** is £3,000.

4. Emergency message service

When **you** claim for any of the services detailed at sections C1, 2 and 3 above **DAS** will forward a message to a member of **your** family, friend or work colleague if **you** would like this.

D. EXCLUSIONS

The following exclusions apply to this section of **your** policy.

1. Unauthorised assistance

Please do not arrange assistance before **DAS** has agreed. If **you** do, **DAS** will not pay the costs involved.

2. Unattended **vehicles**

Please remain near **your vehicle**; **DAS**'s approved agents cannot work on **your vehicle** if it is unattended.

3. Un-roadworthy condition

The **breakdown** of **your vehicle** is excluded if it has knowingly been driven in an unsafe or un-roadworthy condition.

4. Lack of oil, fuel or water

The **breakdown** of **your vehicle** is excluded if it has resulted from lack of oil, fuel or water.

5. Competitive racing / track use / used for a fee

The **breakdown** of **your vehicle** is excluded if it occurs while **your vehicle** is being used for motor racing, trials or rallying, or for hire or reward.

6. Additional costs

There is no cover under this section for the following costs:

- a. storage charges incurred when **you** are using the **DAS** services; or
- b. spare or replacement parts, fluids or fuel or any other materials used in repairing **your vehicle**; or
- c. any other repairs except those at the scene of the **breakdown**; or
- d. replacing a wheel if **your vehicle** does not have a serviceable spare wheel; or
- e. replacing broken windows or keys or finding missing keys; or
- f. ferry crossings, parking charges, fines or toll charges.

PART V – EUROPEAN MOTOR BREAKDOWN COVER

7. Failure to comply with instructions

DAS does not cover any charges arising from an **insured person's** failure to comply with **DAS's** instructions or the **DAS** approved agents' instructions in respect of the assistance being provided.

8. Losses prior to **breakdown**

DAS does not cover any costs incurred before **you** have notified **DAS** of the **breakdown**.

9. Non-standard **vehicles**

DAS does not cover any **vehicle** which cannot be recovered by a standard trailer or transporter.

10. Caravans and trailers

DAS does not cover the recovery of a caravan or trailer on tow which exceeds 7.6 metres (25 feet) in length.

11. Nuclear or radioactive contamination

DAS does not cover **breakdowns** caused by, contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it.

12. Acts of war

DAS does not cover **breakdowns** caused by, contributed to by or arising from war, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup or any other act of **terrorism** or alleged act of **terrorism** as defined in the Terrorism Act 2000.

13. Sonic bangs

DAS does not cover **breakdowns** caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

14. Consequential loss

DAS will not pay for any loss that is not directly covered by the terms and conditions of this section.

For example, **DAS** will not pay for **your** travel costs for collecting **your vehicle** from a repairer, loss of income from taking time off work because of a **breakdown**, or loss from cancelled or missed appointments.

E. CONDITIONS

The following conditions apply to this section of the policy in addition to those listed under Part VII – General Conditions.

1. **Your** compliance

An **insured person** must comply with the terms and conditions of this section

2. Roadworthy condition

At all times during the **policy period**, the **vehicle** must be maintained in a roadworthy condition and regularly serviced.

3. Limit of coverage

You will not have any further coverage under this section after **DAS** has dealt with **your** sixth claim under this section in the **policy period**. **DAS** will not refund any premium **you** have paid.

4. **Vehicle** attendance

An **insured person** must be present with the **vehicle** when **DAS's** approved agent arrives.

PART V – EUROPEAN MOTOR BREAKDOWN COVER

5. Failure to provide service

DAS will make every effort to provide the services provided for under this section at all times, but **DAS** will not be responsible for any liability arising from failure of the service to the extent of the failure or delay is caused by, directly or indirectly, by an **occurrence** beyond the control and without the fault or negligence of **DAS** and which **DAS** is unable to prevent or provide against by the exercise of reasonable diligence, including but not exclusively: act of God, expropriation or confiscation of facilities, any form of Governmental intervention, war, hostilities, rebellion, terrorist activity, local or national emergency (including an emergency service to a hospital), sabotage or riots, and floods, fires, explosions or other catastrophes.

6. Animal welfare

The transportation of any animal or livestock is undertaken solely at the discretion of **DAS** and **DAS** accepts no liability for the safety or welfare of any animal or livestock during its transportation.

7. Other insurance

DAS will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.

8. English law

This section will be governed by English law.

9. Fraudulent claims

DAS will, at its discretion, void this section (make it invalid) from the date of claim, or alleged claim, or **DAS** will not pay the claim if:

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

Where the above circumstances apply, as part of **DAS** fraud prevention measures **DAS** will, at its discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

DATA PROTECTION

To comply with data protection regulations **we** are committed to processing the **insured person's** 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 the **insured person's** name, address, date of birth, email address and, on occasion, dependent on the type of cover the **insured person** has, sensitive information such as medical records. This is for the purpose of managing the **insured person's** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain the **insured person's** personal information either directly from them, the **appointed representative** or from the authorised partner who sold them 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 the **insured person's** 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.

PART V – EUROPEAN MOTOR BREAKDOWN COVER

HOW WE WILL USE YOUR INFORMATION

We may need to send the **insured person's** 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 the **insured person** to ask for their feedback, or members of the DAS UK Group. If the **insured person's** 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 the **insured person** has, their information may also be sent outside the EEA if they require a hire car so the service provider can administer this aspect of their claim.

We will take all steps reasonably necessary to ensure that the **insured person's** 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 the **insured person's** 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 the **insured person's** 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 the **insured person's** personal information to perform **our** obligations in accordance with any contract that **we** may have with the **insured person**. It is also in **our** legitimate interest to use the **insured person's** 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 the **insured person's** personal data for 7 years. **We** will only retain and use their personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** wish to cancel **your** policy or request that **we** no longer use the **insured person's** personal data, please contact **us** at dataprotection@das.co.uk.

WHAT ARE YOUR RIGHTS?

The **insured person** has the following rights in relation to the handling of their personal data:

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

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

PART V – EUROPEAN MOTOR BREAKDOWN COVER

HOW TO MAKE A COMPLAINT?

If the **insured person** is unhappy with the way in which their personal data has been processed, the **insured person** may in the first instance contact the Data Protection Officer using the contact details above.

If the **insured person** remains dissatisfied then **they** 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

PART VI – LEGAL EXPENSES

This insurance is arranged by Lawshield UK Ltd whose registered office is at Lawshield House, 850 Ibis Court, Warrington, Cheshire, WA1 1RL and underwritten by AmTrust Europe Limited whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG.

Lawshield UK Ltd is authorised and regulated by the Financial Conduct Authority (FRN 306793).

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 202189). **You** can check these details on the Financial Services Register <https://register.fca.org.uk/> or by calling the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

In return for the payment of **your** premium **we** will provide the insurance detailed in this policy document during the **policy period**, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** during the **policy period**.

The special definitions below apply only to Part VI – Legal Expenses, and where the same words are defined elsewhere in this policy, these special definitions apply to this section only.

A. SPECIAL DEFINITIONS IN PART VI (in addition to the general policy definitions)

The words or phrases in this section have the meanings shown below.

Claims adjuster means any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by **us** to act for the **insured person**.

Geographical Limits means

- a. for Personal Injury & Uninsured Loss Recovery - The United Kingdom, the Isle of Man and the Channel Islands, The European Union, Albania, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey;
- b. for **vehicle hire** – England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey;
- c. for **identity and registration theft** – United Kingdom of Great Britain, Northern Ireland, the Isle of Man and Channel Islands.

Identity and registration theft means the theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of **your** identity. In relation to **your vehicle**, this extends to the theft or unauthorised use of **your vehicle's** registration mark or number plate.

Insured incident means a road traffic accident for which the **insured person** is not at fault (excluding claims for theft or fire) occurring within the **policy period** and **geographical limits** which results in:

- a. Loss or damage to the **vehicle** including any attached trailer.
- b. Loss or damage to any personal property owned by the **insured person** whilst the property is in/on or attached to the **vehicle**.
- c. The death of or injury to the **insured person** whilst in or getting into or out of the **vehicle**.
- d. Any other uninsured losses.

Insured person means **you**, any **named driver** and any passenger, who is in or on the **vehicle** with **your** permission. Anyone claiming under this section must have **your** agreement to claim.

Insurer(s) means Amtrust Europe Limited.

Legal costs and expenses means:

- a. Fees, costs and disbursements reasonably incurred by **us**, any **claims adjuster**, **solicitor**, or other appropriately qualified person appointed to act for the **insured person** with **our** consent; and
- b. The costs of any civil proceedings incurred by an opponent awarded against the **insured person** by order of a court or which **we** have agreed to pay.

PART VI – LEGAL EXPENSES

Where **solicitors** costs are payable by **us**, these will be chargeable on the **standard basis** as defined by the Civil Procedure Rules, or in accordance with the Fixed Recoverable Costs scheme if appropriate and would be limited to £125.00 including VAT per hour solicitors time, and £12.50 including VAT for each letter sent out.

Explanatory note: The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The rules set out how legal fees are calculated for these cases.

Limit of indemnity means the maximum sum payable by the **insurer**:

Section B 1 Personal Injury and Uninsured Loss Recovery: £150,000 for all **insured incidents** which are related in time or by cause. This includes **legal costs and expenses** of both the **insured person** and any opponents where the **insured person** is liable to pay them.

Section B 2 Motor Prosecution Defence: £150,000.

The total of all **legal costs and expenses** payable by the **insurer** for all unrelated **insured incidents** shall not exceed £500,000 in any one **policy period**.

Prospects of success means reasonable prospects are considered to be 51% or better chance of success.

Solicitor means the **solicitor**, firm of **solicitors** or other appropriately qualified person, firm or company appointed to act for the **insured person**.

Standard basis means the assessment of costs which are proportionate to the **insured person's** claim.

Vehicle hire means the cost of hiring a comparable replacement vehicle for one continuous period that **we** agree to. This cost includes motor insurance for the vehicle.

We, us, our, means Lawshield UK Limited on behalf of AmTrust Europe Limited.

B. INSURED INCIDENTS

1. Personal Injury & Uninsured Loss Recovery

We will pay up to the **limit of indemnity** for **legal costs and expenses** for legal proceedings started on an **insured person's** behalf during the **policy period** and in connection with the following:

- a. The costs of pursuing civil claims arising from an **insured incident** relating to the use of the **vehicle** which results directly in the death of or personal injury to the **insured person** and/or any other uninsured losses the **insured person** incurs.
- b. The first £65.00 of hire charges incurred by the **insured person** inclusive of VAT, if the **vehicle** is rendered immobile as a result of an **insured incident**.
- c. Recovery charges up to £100.00 including VAT, if the **vehicle** is rendered immobile as the result of an **insured incident** and has to be recovered to a place of safety.
- d. Accommodation charges up to a maximum of £65.00 including VAT following an **insured incident** which renders the **vehicle** immobile and leaves the **insured person** stranded more than 50 miles away from their normal place of residence or intended destination.

If the **insured person** is not awarded any costs or compensation **we** will pay all **legal costs and expenses** up to the **limit of indemnity** under this section. If the **insured person** is awarded costs, the **insured person** must use these to repay the amount **we** have paid out on their behalf in connection with the proceedings but if the **legal costs and expenses** are greater than the amount the **insured person** is awarded for those costs and expenses, **we** will pay the extra amount (up to the **limit of indemnity** under this section).

2. Motor Prosecution Defence

We will pay up to the **limit of indemnity** for defending the **insured person's** legal rights including an appeal against conviction or sentence after an event which gives rise to a criminal prosecution against the **insured person** for a motoring offence which arises in the **geographical limits** as a result of the **insured person** owning or using the **vehicle** where:

PART VI – LEGAL EXPENSES

- a. The date when the motoring offence occurred or is alleged to have occurred is within the **policy period**.
- b. The **insured person** is facing suspension or disqualification of their driving licence, and
- c. There are **prospects of success** to secure a not guilty verdict.

3. Replacement **vehicle hire**

We will appoint a **claims adjuster** to make the arrangements on **our** behalf for **vehicle hire** for the **insured person** within the **geographical limits** and **we** will pay the **insured person's vehicle hire** costs following an accident involving the **vehicle** and another vehicle, as long as:

- a. The **vehicle** cannot be driven, and
- b. The accident was entirely or partially the other person's fault. Provided that:
 - i. The **insured person** agrees to the **claims adjuster** trying to recover any **vehicle hire** costs in their name, and any costs recovered must be paid to them.
 - ii. The **claims adjuster** will choose the vehicle hire company and the type of vehicle to be hired.
 - iii. The **claims adjuster** will decide how long a vehicle can be hired for.
 - iv. The **insured person** must tell the **claims adjuster** as soon as the **vehicle** becomes available for **them** to drive again.
 - v. The **insured person** must meet the age and licensing rules of the vehicle hire company the **claims adjusters** choose and must follow any terms and conditions of hire.

Where the accident is partially the other person's fault, arrangements for **vehicle hire** will be agreed at **our** discretion.

We will not pay

1. **Vehicle hire** costs if the **insured person** is claiming against a person who does not have valid motor insurance or cannot be identified or traced; or
2. **Vehicle hire** costs when the **insured person** makes their own arrangements for vehicle hire after an **insured incident**.

Please note that there may sometimes be circumstances, such as local unavailability, in which the **claims adjuster** are unable to provide a comparable replacement vehicle. In such cases, the **claims adjuster** will try to provide an alternative replacement vehicle.

If this is not possible **we** will still seek to recover the **insured person's** uninsured losses for the loss of use of the **vehicle**.

4. Identity and registration theft

- a. **We** will provide an **identity and registration theft** telephone helpline service giving **you** detailed guidance and advice over the phone for any concerns about being or becoming a victim of **identity and registration theft** or about the illegal use of **your vehicle's** registration mark. For help, telephone +44 (0)3003 033 637. The helpline is open 8am-8pm, 7 days a week. Whilst cover for **identity and registration theft** is only available as specified in the **geographical limits**, if **your** identity is used or stolen while abroad **you** may still be able to access the advice available from the **identity and registration theft** helpline service although **we** cannot guarantee this service will be available.
- b. If **you** think **you** have been a victim of **identity and registration theft** **you** should call the telephone helpline service described at point (a) above. **We** will assign a personal caseworker who will provide telephone advice and a personal action plan to help restore **your** identity and credit status or stop fraudulent use of **your** vehicle's registration mark.
- c. Following use of the resolution service described at point (b) above, **we** will pay **legal costs and expenses** that become necessary to reinstate **your** identity. This includes the cost of signing statutory declarations or similar documents. **We** will represent **your** legal rights in a dispute with any party who takes legal action against **you** arising from or relating to **identity and registration theft**.
- d. **We** will pay the cost of telephone calls, faxes or postage incurred by **you** to communicate with the police, driver and vehicle licensing agency, transport agency, credit agencies, financial service providers or creditors; and the

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cost of replacing documents, re-registering **your vehicle** with the DVLA and purchasing a new number plate for **your vehicle**. Should **you** suffer loan rejection due to damage to **your** credit rating resulting from **identity and registration theft**, **we** will pay any re-application or administration fee relating to the loan rejection.

Provided that:

- i. **You** notify banks and building societies or, if **your vehicle's** registration mark is being used illegally, the Driver and Vehicle Licensing Agency as soon as possible; and
- ii. **You** tell **us** if **you** have previously suffered identity theft; and
- iii. **You** take all reasonable action to prevent continued unauthorised use of **your** identity.

C. ADDITIONAL SERVICES

An **insured person** can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call the **insured person** back depending on their enquiry. To help **us** check and improve **our** service standards, **we** may record all inbound and outbound calls except those to the counselling service.

When calling, please tell **us** that **you** are an Azur Private Client Group customer.

Please do not call **us** on the numbers below to report a general insurance claim. To make an insurance claim please see the contact details outlined in Part II – Making A Claim.

1. Eurolaw personal legal and tax advice service

We will appoint a **solicitor** to give an **insured person** confidential legal advice over the phone on any motoring issue, under the laws of the member countries of the European Union, the United Kingdom, the Isle of Man, the Channel Islands, Switzerland and Norway, or on any UK personal tax problem.

To obtain assistance please telephone +44 (0)1925 403512.

2. Counselling

We will appoint a counsellor to provide an **insured person** with a confidential counselling service over the telephone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward referral to relevant voluntary or professional services. The **Insured person** will pay any costs for using the services to which they are referred. To contact the counselling helpline, telephone **us** on +44 (0)1925 403512.

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

D. EXCLUSIONS

We will not pay **legal costs and expenses** for legal proceedings in the following circumstances:

- a. Claims where there are no **prospects of success**. **We** will continue to assess whether **prospects of success** exist throughout the **insured person's** claim and if at any time **we** consider the **insured person's** claim no longer has **prospects of success** and/or an alternative course of action is appropriate and/or under the terms and conditions of the policy the claim is not admissible, then **we** will inform the **insured person** in writing of our decision and the reason behind that decision. Having informed the insured person of this, and subject to the policy conditions, **we** may withdraw further cover for **legal costs and expenses**.
- b. Parking or obstruction offences.
- c. Where a reasonable estimate of the **legal costs and expenses** is greater than the amount in dispute other than in relation to Uninsured Loss Recovery Claims.
- d. If **we** have not agreed to the **legal costs and expenses** in advance or before **we** have accepted the claim in writing.
- e. Claims arising from any deliberate or criminal act or omission by the **insured person**.
- f. Claims which relate to fines and penalties awarded against the **insured person** by a criminal court.
- g. Claims arising from driving under the influence of alcohol or drugs.

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- h. Incidents involving a **vehicle** owned or driven by the **insured person**, where the **insured persons** were not in possession of a valid driving licence or the **vehicle** was not covered by a valid test certificate where appropriate or was not in a road-worthy condition. For claims under Insured Incidents Section 2: Motor Prosecution and Defence the **insured person's** driving licence must have no more than 9 points on it at the date when the motoring offence occurred or is alleged to have occurred.
- i. The use of motor vehicles by or on behalf of the **insured person** for racing, rallies, competitions or trials of any kind.
- j. If **we** are not told about the claim within 180 days of the event which caused it.
- k. Claims arising from an **insured incident** that occurs outside the **geographical limits** except enforcement of a judgement obtained from a court within the **geographical limits** with **our** prior approval against a defendant who resides outside the jurisdiction of the court making the order.
- l. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- m. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- n. Any direct or indirect consequence of:
 - i. Irradiation, or contamination by nuclear material; or
 - ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- o. Any consequence, howsoever caused, including but not limited to Computer Virus, of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

We will not pay for the following.

- a. Travelling expenses or compensation for being off work.
- b. **Legal costs and expenses** if the **insured person** withdraws from legal proceedings without **our** agreement.
- c. **Legal costs and expenses** which are covered under a more specific insurance or if a claim has been refused by another insurance company.
- d. **Legal costs and expenses** where fixed recoverable costs have already been recovered by the **solicitor**.

E. CONDITIONS

The following conditions apply to this section of the policy in addition to those listed under Part VII – General Conditions.

1. Responsibilities of the **insured person**

- a. The **insured person** must tell **us** in writing as soon as possible when a claim or possible claim happens.

PART VI – LEGAL EXPENSES

- b. The **insured person** must give **us** any information and evidence **we** need (the **insured person** will have to pay any costs involved in this). The **insured person** must not do anything to affect their case.
- c. The **insured person** must tell **us** about any other legal expense insurance they have which may cover the same loss.
- d. The **insured person** must co-operate fully with **us**, the **claims adjuster** or the **solicitor**.
- e. This policy, providing cover for the **insured person** and the **vehicle**, remains valid and in force at the time of any **insured incident**.

2. Choice of **solicitor**

- a. Before legal proceedings are issued **we** will appoint a **solicitor** from **our** panel to act on behalf of the **insured person** to prosecute, defend or settle any claim **we** accept under the terms of this policy.
- b. If legal proceedings need to be issued, the **insured person** does not have to accept the **solicitor we** have chosen. The **insured person** must send **us** in writing the full name and address of a **solicitor** who they want to act for them.
- c. In choosing their **solicitor**, the **insured person** must try and keep the cost of any legal proceedings as low as possible.
- d. If the **insured person** cannot agree a suitable **solicitor** with **us**, the **insured person** can refer their choice of **solicitor** to arbitration in line with the conditions of this policy. If there is a dispute about the choice of **solicitor**, **we** will appoint a **solicitor** to act on behalf of the **insured person** to protect their interests whilst arbitration takes place.
- e. If **we** are insuring two or more people for one claim, the **insured person** may choose solicitors. The **insured person** must send their name and address to **us** before **we** agree to pay any **legal costs and expenses**.
- f. Before **we** accept the **insured person's** choice of a **solicitor**, or if the **insured person** fails to choose a **solicitor**, **we** will be entitled to instruct a **solicitor** on their behalf.

3. Representation

- a. **We** can take over, and carry out in the name of the **insured person**, action to take or defend any claims and **we** will have complete control over how legal proceedings are carried out.
- b. **Legal costs and expenses** payable are to be in no way affected by any agreement, undertaking or promise made or given by the **insured person** to the **solicitor**, witness expert or any **claims adjuster**.
- c. **We** shall have direct access to the **solicitor** at all times and the **insured person** must keep **us** fully informed of all material developments during their claim. If **we** ask the **insured person** must instruct the **solicitor** to produce to **us** any documents, information or advice in their possession and the **insured person** must give the **solicitor** any other instructions relating to the conduct of their claim as **we** may require.
- d. **Our** written consent must be obtained prior to:
 - i. The instruction of Counsel to appear before a Court (or tribunal) before which a **solicitor** has a right of audience;
 - ii. The instruction of Queen's Counsel;
 - iii. The incurring of unusual experts fees or unusual disbursements;
 - iv. The making of an Appeal.
- e. If for any reason the **solicitor** refuses to continue to act for the **insured person** or if the **insured person** withdraws their claim from the **solicitor**, **we** will not pay any further **legal costs and expenses** unless **we** agree to the appointment of an alternative **solicitor** in accordance with the terms and conditions of this policy. **We** will not pay any additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.
- f. If the **insured person** unreasonably withdraws from a claim without **our** prior agreement, then the **legal costs and expenses** will become the responsibility of the **insured person** and **we** will be entitled to be reimbursed by the **insured person** for any costs paid or incurred during the course of the claim. This includes any **legal costs and expenses** that **we** consider the **insured person** is obliged to pay solely because they withdrew from the claim.

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- g. This insurance does not cover an Appeal unless **we** are notified in writing by the **insured person** no later than six working days before the time for making an Appeal expires and **we** consider that there are **prospects of success** of such an Appeal succeeding.

4. Part 36 Offers

- a. The **insured person** or the **solicitor** must inform **us** immediately in writing of any Part 36 offer under the Civil Procedure Rules made with a view to settling the claim. No agreement is to be made to settle the claim on the basis of both sides paying their own costs without **our** prior approval.
- b. If the **insured person** or the **solicitor** fail to tell **us** of any Part 36 offer, then the **insured person** will be responsible to **us** for an amount equal to the detriment **we** have suffered as a result of the **insured person's** failure to comply with this obligation, and **we** may deduct this amount from any payment **we** make under this section.
- c. If the **insured person** does not accept a Part 36 offer and the **insured person** does not subsequently achieve a higher award of compensation then **we** will not pay any further **legal costs and expenses** or opponent's costs unless **we** were notified of the Part 36 offer and agreed to continue the proceedings.
- d. **We** will not unreasonably withhold **our** agreement to continue proceedings however **we** will have the right to ask the **insured person** to instruct the **solicitor** to obtain counsel's opinion on the merits of the claim, defence, any Part 36 offer made by an opponent or proposed by the **insured person**, or whether there are grounds for continuing the proceedings before **we** agree to continue with their claim.

5. Costs and Recovery

- a. At **our** request, the **insured person** must instruct the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
- b. The **insured person** must take all reasonable steps to recover **legal costs and expenses** payable under this policy from their opponent and pay any recovered **legal costs and expenses** to **us**.
- c. **We** can take proceedings in the name of the **insured person** (at **our** own expense and for **our** own benefit) to recover from anyone else, any payment **we** have made under this insurance.

6. Arbitration

- a. If there is a dispute between the **insured person** and **us** over the presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings then at the written request of the **insured person** the dispute will be referred to an arbitrator, who shall be a **solicitor** or Counsel that the **insured person** and **we** agree on. If there is no agreement on the choice of arbitrator one will be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their dispute as required by the arbitrator whose decision will be final and binding. All costs of resolving the dispute shall be met in full by the party against whom the decision is made, or as decided by the arbitrator.
- b. If there is a disagreement over the amount **we** owe the **insured person**, **we** will pass the matter to an arbitrator who both the **insured person** and **we** agree to. When this happens, the arbitrator must make a decision before the **insured person** can start proceedings against **us**.

7. Contribution

If the **insured person** has other insurance against liability or loss covered by this policy, **we** will not be liable for a greater proportion of such liability or loss than the applicable limit of liability bears to the total applicable limit of liability of all collectible insurance against such liability or loss.

LAWSHIELD UK LIMITED PRIVACY NOTICE

This is a short privacy notice for Lawshield UK Ltd referred to as "**we/us/our**" in this notice. **We** understand that **your** privacy is extremely important to **us**. As a result **we** have put in place many measures to ensure that any personal data **we** obtain from **you** is processed and maintained in accordance of the General Data Protection Regulation 2016 (GDPR). This statement provides **you** with details of the type of information **we** may hold about **you**, how **we** obtain and use the

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information and how **we** protect **your** privacy. This notice may be updated from time to time, please refer to **our** website for the most current version.

Our data controller registration number issued by the Information Commissioner's Officer is Z5685935

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "**you/your**" in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

WHY DO WE PROCESS YOUR DATA?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

WHAT INFORMATION DO WE COLLECT ABOUT YOU?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

This notice explains the most important aspects of how **we** use **your** data. Lawshield UK Ltd full privacy notice can be found by visiting **our** website www.lawshield.co.uk or request a copy by emailing **us** at dataprotection@lawshield.co.uk

Alternatively, **you** can write to **us** at:

Compliance Department
Lawshield UK Limited
1210 Centre Park Square
Centre Park
Warrington
WA1 1RU

AMTRUST EUROPE LIMITED PRIVACY NOTICE

Data protection

AmTrust Europe Limited (the Data Controller) are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit **our** website at www.amtrusteurope.com.

How we use your personal data and who we share it with

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

PART VI – LEGAL EXPENSES

Disclosure of your personal data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

International transfers of data

We may transfer **your** personal data to destinations outside the European Economic Area (“EEA”). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

Your rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number 0800 678 1100 or 020 7741 4100 or **you** can write to:

Financial Services Compensation Scheme
P O Box 300
Mitcheldean
GL17 1DY

HOW TO MAKE A COMPLAINT?

If the **insured person** is unhappy with the way in which their personal data has been processed, the **insured person** may in the first instance contact the Data Protection Officer using the contact details above.

If the **insured person** remains dissatisfied then they 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

PART VII – GENERAL CONDITIONS

We will not be liable to pay any claim under this insurance unless **you** and any insured person comply with all the requirements in the following conditions.

1. **Your** duties after an **occurrence**

In the event of an **occurrence** which is likely to give rise to a claim under this policy, or if **you** or any other insured person under this policy is sued in connection with an **occurrence** which may be covered under this policy, **you** or an insured person (where applicable) must:

- a. give prompt notice to **us** or **your** broker as soon as reasonably possible of any incident that may result in any kind of claim under this policy. Failure to do so may affect **our** acceptance of a claim under the policy if the claim is made so long after the event that **we** are unable to investigate the claim fully or may result in **you** not receiving the full amount claimed if the amount claimed is increased as a result of the delay;
- b. notify the local police if loss or damage is caused by theft or attempted theft, road traffic accident involving any personal injury, or when damage occurs but names and addresses were not exchanged with the other driver and any other owner of property damaged, malicious persons or vandals, and keep a note of any reference number given to **you**;
- c. protect the **vehicle** from further damage. If repairs to the **vehicle** are required, **you** must:
 - i. make reasonable and necessary repairs to protect the **vehicle**; and
 - ii. keep an accurate record of all repair expenses;
- d. provide **us** with bills, receipts and related documents;
- e. as often as **we** reasonably require:
 - i. make available to **us** the damaged **vehicle** for inspection;
 - ii. provide **us** with the records and documents that **we** request; and
 - iii. submit to separate examination under oath;
- f. provide **us** with the names and addresses of any known persons injured and any available witnesses;
- g. provide **us** with any legal documents and other documents which will help **us** defend any insured person; and
- h. assist and co-operate with **us** in the conduct of the defence by helping **us**:
 - i. to make a settlement;
 - ii. to enforce any right of contribution or indemnity against any person or organisation who may be liable to an insured person;
 - iii. to attend hearings and trials; and
 - iv. to secure and give evidence and obtain the attendance of witnesses.

2. Driver responsibilities

Everyone who is covered by this policy must follow the policy terms and conditions. All drivers and riders must hold a valid driving licence for any **vehicle** being driven or ridden and must follow the conditions of that licence and not partake in criminal or illegal acts or drive while **intoxicated**.

3. Care of **your vehicle**

You must take all reasonable precautions to keep **your vehicle** in an efficient and roadworthy condition and protect it from loss or damage.

4. Losses not covered by this policy

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

PART VII – GENERAL CONDITIONS

5. Recovery from third parties

If **you** or an insured person has the right to recover from a third party all or part of any payment made under this policy, those rights are transferred to **us** following, and to the extent of, **our** payment under this policy. **You** or an insured person must not do anything after the loss to impair such rights of recovery. At **our** request and cost, **you** or an insured person will bring an action or transfer those rights to **us** and help **us** enforce them in **our** attempt to recover **our** payment.

6. Rights of third parties

This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

7. Changes in circumstances

If **we** are advised by **you** of any change in circumstance which will affect this insurance, **we** reserve the right to amend any of the terms or conditions of this insurance.

You must advise **us** or **your** insurance advisor immediately should **you** require cover for a newly acquired **vehicle**. **You** must also advise **us** or **your** insurance advisor of the deletion of any **vehicle**. If **you** are notifying **us** direct please do so at the address shown on the last page of this policy.

No change or modification to the cover provided by this policy shall be effective except when made by **us** in writing.

8. Concealment or fraud

Your ability to make a claim may be prejudiced if, whether before or after a loss, **you** or a **named driver** has:

- a. intentionally concealed or misrepresented any statement of fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements;

relating to this insurance.

Fraudulent claims

If **you** make a fraudulent claim under this Policy, **we**:

- a. may not liable to pay any part of the claim;
- b. may recover from **you** any sums already paid to or on behalf of **you** in respect of the claim; and
- c. may, by notice to **you**, treat this policy as having been terminated with effect from the date of the fraudulent act, in which case **we** are not liable for any **occurrence** occurring after that date and are entitled to receive and retain the full premium.

9. Assignment

No assignment of or change of interest in this policy or in any amount payable under it will be binding on or recognised by **us** without **our** written consent.

10. Conformity to statutes

Any provision of this policy which is in conflict with local law shall be taken to be amended to conform to the law.

11. Sanctions

We shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, **our** parent company or its ultimate controlling entity to any sanction, prohibition, restriction or any applicable anti-terrorism legislation or regulation under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or the United States of America or the United Kingdom.

PART VII – GENERAL CONDITIONS

12. Liberalisation

We may extend or broaden the insurance provided by this policy without increasing the premium. If **we** do this during the **policy period** or within sixty (60) days before it begins, then the extended or broader insurance will automatically be applied to **your** policy.

13. Law

Unless the schedule provides to the contrary, this contract will be governed by English Law, and **you** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales, unless **you** reside in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English

14. Bankruptcy or death

Your bankruptcy or insolvency shall not relieve **us** of any of **our** obligations. Further, if **you** die during the **policy period** this policy, unless cancelled by **your** legal representative, will cover **your** legal representative for the remainder of the **policy period**.

15. Other insurance

If a loss covered by this policy is also covered by other insurance, **we** will pay only the rateable proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

16. Renewal

Please note that **your** policy will be automatically renewed at the end of the **policy period**, as per the terms contained in the annual renewal notice, unless **we** hear otherwise. **We** reserve the right not to renew **your** policy if **you** have made **us** aware or **we** otherwise become aware of any changes to **your** circumstances and/or information **you** have provided previously, or any new statement of fact, which may affect **our** acceptance of **your** policy.

If **you** usually pay **your** premium to **your** broker, please continue to do so, or if **you** currently pay **your** premium by monthly direct debit, **we** will automatically amend **your** monthly payments to reflect the new renewal premium.

If **we** elect not to renew this policy, **we** will notify **your** broker not less than 10 days before the end of the **policy period** as stated in the schedule.

We will write to **you** in advance of **your** renewal date with **our** offer to renew, or to give **you** plenty of time to make other arrangements if **we** are unable to renew **your** insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next **policy period** which, unless **you** have advised **us** otherwise, will automatically proceed if **you** continue to pay **your** premium. Where **we** have agreed to collect this premium automatically **we** will continue to do so unless **you** tell **us** differently. If **you** do not wish to renew **your** insurance please let **us** know before the renewal date of **your** policy.

17. Currency

Please note that any limit or sum of money referred to in this policy wording shall be converted to the currency used in the schedule at the AIG corporate exchange rate applicable at the date of the claim/incident. Details of the applicable exchange rate are available upon request.

18. **Your** cancellation

When **we** receive **your** certificate of motor insurance or a declaration verifying **you** have lost the certificate of insurance **you** may cancel this policy or any part of it at any time by notifying **us** in writing of the future date that the cancellation is to take effect. If **you** have not made a claim during the **policy period**, **we** will refund a proportion of any premium **you** have paid for the remaining **policy period**.

PART VII – GENERAL CONDITIONS

19. **Our** cancellation

We may cancel **your** policy by giving **you** 14 days written notice of such cancellation where **we** have serious grounds for doing so, including any failure by **you** to pay the premium (or any instalment of premium) or to comply with the Part VII – General Conditions under **your** policy which cannot be remedied. This notice will be posted to **you** at the last mailing address shown on the policy schedule. **We** will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused, providing no claims have been made. If a claim has been made, or there has been an incident which may give rise to a claim, no refund of premium will be given and all premiums will be due.

If **you** fail to comply with the Part VII – General Conditions **our** liability under the policy will be suspended from the date and time at which the breach occurred and up until the date and time at which the breach is remedied, if it can be remedied, with the result that **we** will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period of suspension.

20. Payment of premium

You must pay the premium shown in the schedule. No claims will be met if the premium is not paid.

21. Cancellation period

If this cover does not meet **your** requirements, **you** may return this policy and schedule to **us** together with **your** certificate of motor insurance at Private Client Group, Azur, Linen Court, 10 East Road, London, N1 6AD within 15 days of the cover starting or the day on which **you** receive the policy and schedule, whichever is later, notifying **us** of **your** intention to cancel.

We will refund all premiums paid, via **your** issuing broker/agent, within 30 days from the date **we** received the notice of cancellation from **you**, except where a claim has been made by **you** within the 15 days. Please contact **your** issuing broker/agent where a refund is due. If the premium is paid by direct debit, in the event of cancellation, **you** must ensure the relevant bank or building society is instructed to stop making payments.

PART VIII – COMPLAINTS AND COMPENSATION

At Azur **we** welcome **your** feedback as it helps **us** provide a better service for **you**. If **you** have any comments or want to make a formal complaint, please visit **our** website at one of the links below, complete the form and send the email. Alternatively phone **us** or write to **us** using the appropriate contact details below:

CLAIMS RELATED COMPLAINTS

Claims Manager
Private Client Group
Azur
Linen Court
10 East Road
London
N1 6AD

Telephone: +44 (0)20 3319 8999
Email: complaints@azuruw.com
Online: www.azuruw.com/contact-us/complaints

ALL OTHER COMPLAINTS

Customer Relations
Private Client Group
Azur
Linen Court
10 East Road
London
N1 6AD

Telephone: +44 (0)20 3319 8907
Email: complaints@azuruw.com
Online: www.azuruw.com/contact-us/complaints

Lines are open Monday to Friday from 9.15am to 5pm, excluding bank holidays.

We will acknowledge complaints within 3 business days of receiving it, keep **you** informed of progress and do **our** best to resolve matters to **your** satisfaction within 8 weeks. If **we** are unable to do this **you** may be entitled to refer the complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this when **we** provide **our** final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if **you** have not provided **us** with the opportunity to resolve it.

If **you** wish to make a complaint in relation to the Legal Expenses section, **you** should contact:

The Managing Director
Lawshield UK Ltd
1210 Centre Park Square
Lakeside Drive
Centre Park
Warrington
WA1 1RU

Tel: 0800 731 3942
Fax: 01925 428357
Email: customerrelations@lawshield-uk.com

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

Using these services does not affect **your** right to take legal action.

The Financial Ombudsman Service can be contacted at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Call: 0800 023 4567 or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk
Online: www.financial-ombudsman.org.uk

PART VIII – COMPLAINTS AND COMPENSATION

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Your insurance is covered by the FSCS. If **our** insurers are unable to meet their financial obligations **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.register.fca.org.uk and on 020 7741 4100, or 0800 678 1100.

For more information,
please contact us at:

Azur Underwriting Limited
Linen Court
10 East Road
London
N1 6AD

Telephone:
+44 (0)20 3319 8888

www.azuruw.com

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