

Car Insurance Policy



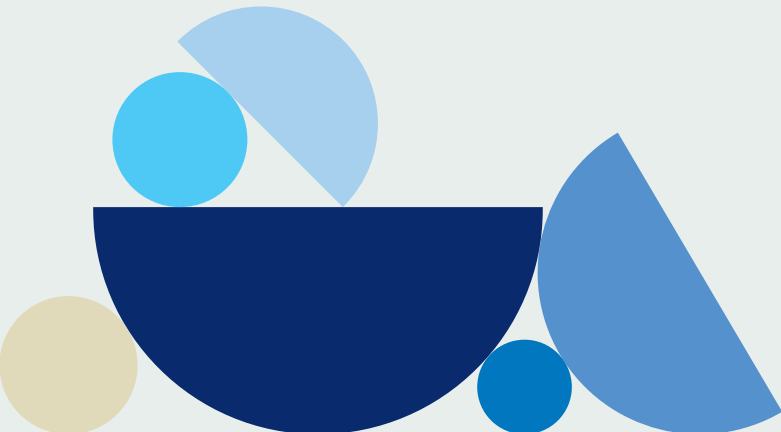
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Large print, audio and braille

If you have any problems reading this booklet please contact our Customer Service Team on 0800 085 3227 for large print, audio and braille documents.



Information relevant to the entire policy

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

Your most recent **statement of fact** sets out the information **we** were given when **we** agreed to provide **you** with the cover and the terms of **your** policy.

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

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

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

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

The conditions and exclusions that apply to all parts of **your** policy are shown on pages 4 to 7. Please make sure **you** read these as well as the cover shown in each part.

Your cancellation rights

If **you** decide that **you** do not want to accept the policy (or any future renewal of the policy by **us**) **you** must tell **us** of **your** decision using the contact details provided on the covering letter within 14 days of receiving the policy (or for renewal, within 14 days of **your** policy renewal date). **We** will charge **you** on a pro rata basis for the time **we** have provided cover for **you**, plus a cancellation charge of £20 (including Insurance Premium Tax). The balance of the premium will be returned to **you** but there will be no refund where **you** are cancelling the policy following a claim where **your car** is a **total loss** and not being replaced. If **you** have purchased cover under parts B – H this will be shown on **your** schedule. **You** should refer to the cancellation terms specified in the relevant part of the policy.

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

Premium payment and automatic renewal

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

• Automatic annual payment

If **you** pay for **your** policy annually and have chosen to automatically renew it, the payment details **you** used to purchase will be securely stored so **we** can renew **your** policy each year. To ensure **your** payment can be processed and continuous cover can be provided, **we** will automatically take payment from **your** card 5 days prior to **your** renewal.

• Automatic monthly payment

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

• Non-automatic payment

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

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

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

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

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

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

Settling claims

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

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

Administration charges

An administration charge of £20 (including Insurance Premium Tax) will be applied to policy changes. This charge will not be applied to changes **we** are informed of before the start of the policy or changes effective from **your** renewal **we** are informed of before the commencement date of **your** renewal.

Definitions

Certain words have specific meanings when they appear in this policy. These meanings are shown below or in the section where they apply. They are printed in bold type throughout. Different or additional definitions may apply to parts B – H of the policy – please refer to those parts for details.

- **Certificate of motor insurance** – Evidence of the existence of motor insurance as required by law and which forms part of **your** motor policy.
- **Court of summary jurisdiction** – A Magistrates Court or a court of equivalent jurisdiction in the **United Kingdom**.
- **Emergency treatment fees** – Payment for charges prescribed by the **road traffic acts** for emergency medical assistance following an accident involving a car which **we** cover.
- **Excess** – The first amount **you** will have to pay towards the cost of a claim for loss of or damage to **your car**, whether or not the incident giving rise to the claim is **your** fault.
- **Fire** – Fire, lightning, explosion or self-ignition.
- **Malicious damage** – Damage caused to **your car** as a result of an intentional or reckless act by a person not covered by this policy.
- **Market value** – The cost, in **our** reasonable opinion, of replacing **your** car with a car of the same make, model and pre-loss or damage condition, specification, mileage and age.
- **No claim discount** – The reduction **we** allow in **your** premium in return for not making a claim, or where no unrecovered payment is made to **you** or a third party.
- **Personal belongings** – Property which is worn or used and capable of being carried with **you** in everyday life and which belongs to **you** or any passenger in **your car**.
- **Guaranteed NCD** – Cover against loss of **your no claim discount** in the event of **you** making a claim.

- **Road traffic acts** – Legislation which includes details of the minimum cover for which motor insurance is required in the **United Kingdom**.
- **Schedule** – The document giving details of the period of insurance, **your** cover, the premium and the policy number.
- **Spouse** – **your** husband, wife or partner **you** live with as if **you** are married (including partners of the same sex).
- **Statement of fact** – The document which includes all the information **you** provided when **we** agreed to provide **you** with the cover and terms of the policy.
- **Theft** – Theft, attempted theft or the taking away of **your car** without **your** consent.
- **Total loss** – Where **your car** has been damaged beyond economical repair or it has been stolen and not recovered.
- **United Kingdom/UK** – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (including transit by sea, air, rail or within and between these places).
- **We/Us/Our/Zurich** – Zurich Insurance Company Ltd (except in parts C – H where we/us/our are separately defined).
- **You/Your/Insured** – The person named as the policyholder in both **your schedule** and **your certificate of motor insurance**.
- **Your car/Insured car** – **Your car** described in **your schedule** or a replacement car which has been notified to and accepted by **us**, and for which **you** have a **certificate of motor insurance** showing the registration mark. This will include a courtesy car temporarily supplied by **us** or **our** approved repairer while **your car** is being repaired following an accident covered by this policy. This also includes spare parts or accessories (fixed parts or products designed to be fitted to **your car** that are part of the manufacturer's original specification or that **you** have declared to **us** and **we** have accepted) while on or in **your car** or in **your** private garage.

Conditions which apply to the whole of this policy

1. **You** must do all **you** reasonably can to prevent loss or damage to **your car** and maintain it in a roadworthy condition.
2. Everyone covered by this policy must follow the policy terms and conditions. All drivers must have a valid driving licence and follow the conditions of their licence.
3. If, by law, **we** must make a payment that is not covered by the policy, **we** have the right to recover this payment from **you** or the person who is liable.

4. **You** must tell **us** about any insurance related incidents (such as accidents, **thefts** or legal proceedings) in connection with this policy as soon as possible whether or not they give rise to a claim. **You** must give **us** all the information and help **we** may need. This will include details of any charges brought by the police against **you** or the person driving **your car** arising from an accident for which a claim is being made under this policy. **You** must send any court documents to **us** immediately they are received. **We** will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by **your** policy, including proceedings for recovering any claim payments.
5. **We** may cancel **your** policy by giving **you** seven days notice to **your** last known address and refund any premium which may be due to **you** in accordance with the terms of this condition.

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

- If **you** advise **us** of a change of risk under **your** policy which **we** are unable to insure;
- Where **you** fail to respond to requests from **us** for further information or documentation;
- Where **you** have given incorrect information and fail to provide clarification when requested;
- Where **we** reasonably suspect fraud;
- The use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers, by **you** or any person acting on **your** behalf.

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

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

If the policy is cancelled at any time, either by **you** or **us**, **we** will charge **you** on a pro rata basis for the time **we** have been on cover in addition to the cancellation charges shown below.

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

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

Cancellation within 14 days

If the policy is cancelled within 14 days of **you** receiving it (or for renewals, within 14 days of **your** policy renewal date), either by **you** or **us**, a cancellation charge of £20 (including Insurance Premium Tax) will be deducted from any refund of premium. **We** will not refund any premium if **you** are cancelling the policy following a claim where **your car** is a **total loss** and not being replaced.

Cancellation over 14 days

If the policy is cancelled, either by **you** or **us**, after 14 days of **you** receiving it (or for renewals, after 14 days of **your** policy renewal date), a cancellation charge of £50 (including Insurance Premium Tax) will be deducted from any refund of premium. **We** will not refund any premium if **we** have paid a claim or one is outstanding when the policy is cancelled.

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

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

It is important **you** check **your** most recent **statement of fact** as this sets out the information **we** were given when **we** agreed to provide **you** with the cover and terms of **your** policy.

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

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

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

- accidents (fault or non-fault) whether or not resulting in a claim;
- **thefts** (of or from **your car**);
- driving disqualifications;
- convictions or pending prosecutions for any motoring or criminal offence;
- change of **your** address or where **your car** is parked overnight;
- any health matters affecting ability to drive;
- make and model of **your car**;
- full or part time occupation;

- use of **your car**;
- modifications to **your car** (both cosmetic and/or performance enhancing);
- drivers of **your car**;
- annual mileage;
- type of licence and date test passed.

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

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

An administration charge of £20 (including Insurance Premium Tax) will be applied to policy changes. This charge will not be applied to changes **we** are informed of before the start of the policy, or changes effective from **your** renewal if **we** are informed of them before the commencement date of **your** renewal.

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

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

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

7. Fraud

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

- void the policy in the event of any fraud which occurred during the application process, which means **we** will treat the policy as if it had never existed; or

- terminate the policy with effect from the date of any fraud which occurred during the period of insurance;

and in either case, **we** will:

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

8. **We** will not make any payment if there is cover under any other policy.
9. **You** must report any **theft** or **malicious damage** to the police immediately.
10. Renewal and premium payment

We will send **you** a renewal letter around 3 weeks before **your** renewal date.

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

• Automatic annual payment

If **you** pay for **your** policy annually and have chosen to automatically renew it, the payment details **you** used to purchase will be securely stored so **we** can renew **your** policy each year.

To ensure **your** payment can be processed and continuous cover is provided, **we** will automatically take payment from **your** card 5 days prior to **your** renewal. If **we** are unable to take payment, for example if there is a system failure; there are insufficient funds in **your** account or **your** account is no longer valid, **we** will attempt to contact **you** by phone, email, text and letter to let **you** know and to provide **you** with the opportunity to make payment by alternative means. If the policy and card holder are different, please ensure **you** have the card holder's permission. Please note, **your** policy will not auto renew if **we** cannot take payment or if **we** are unable to provide **you** with a renewal quote.

• Automatic monthly payment

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

Please refer to **your** credit agreement issued by Premium Credit Limited which sets out the full terms and conditions of **your** premium instalment facility and **your** payment schedule, along with the details of any charges that may apply if **you** fail to make a payment on time.

If **you** fail to make the outstanding payment by the requested date, Premium Credit Limited will cancel **your** credit agreement and advise **us**. Under the terms of **your** policy, **we** will cancel **your** insurance immediately and notify **you** of the effective cancellation date in writing. Where **your** policy is cancelled for whatever reason, **you** will be required to pay any outstanding amount due for cover **you** have already received, including any unpaid fees and a cancellation fee. **We** will use the debit/credit card details **you** provided **us** with when **you** took out the policy to collect these unless **you** contact **us** to make alternative arrangements.

- **Non-automatic payment**

If **you** have not chosen automatic renewal, how to pay **your** renewal premium will be shown on **your** renewal invitation. Please note that **we** must receive **your** payment prior to **your** renewal date in order for cover to be continuous otherwise all cover will end.

We will contact **you** prior to **your** renewal date if **we** are unable to either renew **your** policy automatically or offer **you** renewal terms and advise **you** what **you** need to do.

Our right to renew this policy does not affect **your** cancellation rights detailed in the Cancellation condition 5 of this policy

11. If an outstanding amount is payable by **you**, unless **you** contact **us** to make alternative payment arrangements, **we** will collect the payment owed to **us** using the debit/credit card details **you** provided **us** with when **you** took out the policy.
12. **We** reserve the right to establish the mileage on **your car** at any time where **your** policy has been rated on a selected mileage basis. Where the annual mileage has been exceeded, **your** premium will be increased to that which applies to the mileage driven. If **we** become aware that the annual mileage has been exceeded at the time of a claim, the additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the insurance.
13. **Your car** must be registered in the **United Kingdom**.
14. **Your** policy is governed by the law that applies to where **you** reside within the **United Kingdom**. If there is any disagreement about which law applies, English law will apply in which case **you** agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, **we** will communicate to **you** in English.

Exclusions which apply to the whole of this policy

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

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

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

Our complaints procedure

Details of complaints procedures for parts A – B are shown below. Details for parts C – H are included in those parts of your policy where applicable.

Our commitment to customer service

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

Who to contact in the first instance

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

Contact details will be provided on correspondence that **we** or **our** representatives have sent **you**. (For example on **your** welcome or renewal communication or on claim acknowledgement letters) or **you** can call 0800 876 6567.

You can also call 0800 096 6233 between 8.30am or 6.00pm Monday to Friday if **you** need help finding the right phone number. Please have **your** claim or policy number to hand if possible.

Alternatively **you** can contact **us**:

By post: Zurich Customer Care Team
St Vincent Plaza
7th Floor
319 St Vincent Street
Glasgow
G2 5LP

By email: motor.complaintsteam@uk.zurich.com

Many complaints can be resolved within a few days of receipt

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

Next steps if you are still unhappy

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

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

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

You can also contact them as follows:

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

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

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

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

The Financial Services Compensation Scheme (FSCS)

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

Contacting us

If **you** have any questions about **your** policy or would like to discuss any other insurance needs, please feel free to call **us** on 0800 085 3227.

Making a claim

Making a claim under this policy could not be easier.

Reporting a claim or accident in the UK
0800 923 4200

Reporting a claim or accident overseas
00 44 800 923 4200

Replacing or repairing glass
0800 015 8050

24 hours a day, 365 days a year

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

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

Making a claim – Parts A and B

Your schedule will show what cover parts apply to **your** policy.

Additional covers – Parts C to H

Your schedule will show what cover parts apply to **your** policy.

Legal cover – Part C:

Uninsured loss recovery and legal expenses
0800 026 1877

Motor Legal Advice Helpline **0800 026 1831**
24 hours a day, 365 days a year

Breakdown – Parts D to G:

Emergency assistance in the UK **0800 328 8740**
Emergency assistance in Europe **00 44 800 328 8740**

Excess protect – Part H

0203 503 0500

Part A – Private car insurance

The Conditions and Exclusions on pages 4 to 7 apply in addition to any other Conditions and Exclusions stated in this part.

Section 1 – Liability to others

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

We will provide this cover for:

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

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

- a) at any coroner's inquest, **court of summary jurisdiction**, or similar court;

and

- b) to defend a charge of manslaughter, causing death by dangerous driving, causing death by careless or inconsiderate driving, or causing serious injury by dangerous driving.

What **you** are not insured for:

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

Section 2 – Driving other cars

2. The cover provided by Section 1 of this policy will apply while **you** are driving in the **United Kingdom** or Republic of Ireland (including transit by sea, air, rail or within and between these places) any motor car which is not owned by **you** or hired to **you** under a hire purchase agreement provided:
 - **you** have the owner's permission to do so;
 - this cover is shown as being included on **your** current **certificate of motor insurance**;
 - there is a separate current valid insurance policy in force for the car which meets **road traffic acts** requirements.

Section 3 – Emergency treatment fees

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

Section 4 – Fire and Theft cover

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

Cover for:

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

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

What **you** are not insured for:

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

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

Section 5 – Accidental damage cover

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

Cover for:

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

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

We will also pay up to £500 in total to replace

- car locks, and/or
- car keys (including lock transmitters)

if **you** lose **your car** keys or lock transmitter, or they are stolen.

What **you** are not insured for:

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

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

Note:

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

- a member of the motor trade while it is being serviced or repaired;
- hotel or restaurant staff for the purposes of parking; or
- a replacement driver provided under Part F or G of this policy, if included.

We will not apply an **excess** if the claim is for the cost or replacement locks or car keys (including lock transmitters) only.

Section 6 – New car replacement

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

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

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

Section 7 – Repairs

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

Section 8 – Owner's interest

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

Section 9 – Personal belongings

9. **We** will pay up to £250 for **personal belongings** that are stolen from or accidentally damaged in **your car**. **We** will also pay up to £200 for loss or damage to any wheelchair, child's pushchair, buggy or carrycot in **your car**.

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

What **you** are not insured for:

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

Section 10 – Medical expenses

10. Following an accident involving **your car**, **we** will pay:

- medical expenses of up to £200 for each person;
- vet fees of up to £200 for each domestic pet (for a maximum of two pets)

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

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

Section 11 – Windscreen cover

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

What **you** are not insured for:

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

Section 12 – Using Your car abroad

12. **Your car** is covered if **you** use it in European Union countries, as well as Iceland, Norway and Switzerland, as long as **your** visit is not more than 60 days.

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

If after 60 days **your car** does not return to the **United Kingdom** (unless **we** have agreed to extend cover in writing) cover will be limited to the minimum legal requirement to use **your car** in that country. The minimum requirements of **United Kingdom** law will apply if these are higher than those of the country in which **you** are using **your car**.

What **you** are not insured for:

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

Section 13 – Loss of road fund licence

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

Section 14 – Car-sharing

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

Section 15 – Courtesy car cover

15. **We** will provide policy cover in the **United Kingdom** for:

- a car **your** motor trader gives **you**, up to 1300cc, while **your** own car is in a garage for service or repair;
- a car **we** give **you** temporarily after an accident.

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

If **we** later assess **your car** as being a **total loss**, **you** may retain the courtesy car for 4 days. Hire beyond this period is available at a preferential daily rate.

Section 16 – Emergency overnight or travel expenses

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

Section 17 – No Claim Discount

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

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

Guaranteed No Claim Discount

If **you** have four or more years **no claim discount** **you** may choose to take out extra cover to protect it. This cover will only apply if **you** pay an extra premium and the relevant endorsement is shown on **your schedule**.

Section 18 – Uninsured Drivers

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

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

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

Exclusions applying to Part A – Private car insurance

1. Any claim where **you** or any person **we** insure to drive **your car**:

- are driving with an alcohol level above the legal limit; or
- are driving while unfit through drink or drugs; or
- fail to provide a blood, urine or breath specimen (other than for a roadside test), for analysis, without lawful reason.

In such circumstances **we** will make any payments to satisfy **our** obligations as required under the **road traffic acts**, but **we** reserve the right to seek to recover any such amounts from **you** or the driver of **your car**.

2. **We** will not pay for deliberate or intentional loss or damage caused by anyone who has the benefit of any of the insurances under this policy, including suicide (or attempt thereof) or self harm.

Part B – Personal accident

Your **schedule** will show whether **you** have cover under this part.

The Definitions, Conditions and Exclusions on pages 4 to 7 of this policy apply in addition to any definitions, conditions and exclusions stated in this part.

Additional definitions

The following key words have the same meaning wherever they appear in this part only.

Accident/Accidental – A sudden and **unforeseen** event (including **assault**) which occurs during the period of insurance resulting in **bodily injury**.

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

Benefit – The amount shown in the Table of Benefits.

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

Insured person – **You**, any drivers named in **your certificate of motor insurance** and any passengers in **your car**.

Loss of eye or eyes – Permanent and total loss of sight will be considered as having occurred:

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

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

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

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

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

The cover

If an **insured person** sustains **bodily injury** whilst travelling in, getting into or out of **your car** which is being driven by **you** or any driver named on **your certificate of motor insurance** during the period of insurance **we** agree to pay the benefit to the **insured person** as detailed in this part.

Table of Benefits

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

Payment of Benefits

- Only one of the Benefits 1 to 6 will be payable in connection with one **insured person** in respect of any one **accident**.
- If an **insured person** is under 16 years of age, **benefit** 1 – accidental death, will be £7,500.

Exclusions applying to Part B – Personal accident

We will not be liable in respect of any claim:

1. Directly or indirectly resulting from:
 - a) The **insured person** committing, or attempting to commit, suicide or intentional self-injury.
 - b) Childbirth or pregnancy.
2. Where the **insured person**:
 - was driving with an alcohol level above the legal limit; or
 - was driving whilst unfit through drink or drugs; or
 - failed to provide blood, urine or breath specimen (other than for a roadside test) for analysis, without lawful reason.
3. Where the **insured person** has attained the age of 80 years at the start of the most recent period of insurance.

Conditions applying to Part B – Personal accident

Cancellation

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

This cover will be automatically cancelled if part A of this policy is cancelled. No refund will be given unless the cancellation is within the 14 day period described above.

Claims

On the happening of any occurrence likely to give rise to a claim **you** must notify **us** as soon as reasonably possible and in any event within 60 days of the date of the occurrence. **You** must at **your** expense, provide any certificates, information and evidence that **we** may require and in the form **we** prescribe. **We** may ask for (and will pay the costs of) an **insured person** to be medically examined on **our** behalf.

Part C – Legal cover

Your **schedule** will show whether **you** have cover under this part

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under this part. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

The Conditions and Exclusions on pages 4 to 7 apply in addition to any other Condition or Exclusion stated in this part.

Additional definitions

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

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

Authorised agent – Zurich Insurance Company Ltd.

Costs and expenses –

- (a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS standard terms of appointment**.
- (b) The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them or pays them with **our** agreement.

Countries covered – The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, The Channel Islands, the European Union, Iceland, Norway and Switzerland.

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

Date of occurrence –

- (a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
- (b) For motoring offences, the date of the motor offence an **insured person** is alleged to have committed. If there is more than one offence arising at different times, the **date of occurrence** is the date an **insured person** began, or is alleged to have begun, to break the law.

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

Insured vehicle – The motor vehicle(s) covered by the associated private car policy to which this policy attaches. It also includes any caravan or trailer attached to the vehicle(s).

Motor claims centre – This centre carries out recovery, hire and repair services and deals with the administration of **your** claim.

Period of insurance – The period for which **we** have agreed to cover **you**.

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

Reasonable prospects – The prospects that an **insured person** will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

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

We/us/our/DAS – DAS Legal Expenses Insurance Company Limited.

Legal protection: our agreement

We agree to provide the insurance described in this part, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this part, provided that:

1. **reasonable prospects** (other than in respect of insured incident 2 **Motor prosecution defence**) exist for the duration of the claim
2. the **date of occurrence** of the insured incident is during the **period of insurance**
3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**
4. the insured incident happens within the **countries covered**.

What we will pay

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

- a) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.
- b) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. The amount may vary from time to time.
- c) in respect of an appeal or the defence of an appeal, the **insured person** must tell **us** within the time limits allowed that they want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist and for insured incident 2 **Motor prosecution defence**, **we** must have defended the original motoring prosecution.
- d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What we will not pay

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

When you need to make a claim

Phone **us** on **0800 783 6066** as soon as possible after **your** accident or notice of motoring prosecution to speak with one of **our** dedicated customer claims handlers. If **you** are faced with a motor prosecution please phone **us** on **0344 893 9027**.

How we can help

If **you** are involved in an accident which was not **your** fault, **we** will help **you** recover **your uninsured losses** from the person who caused the accident, either through **our motor claims centre** or by appointing a lawyer. **Uninsured losses** could include the cost of repairing or replacing the **insured vehicle**, **your** motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

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

We can also defend **you** against motoring prosecutions.

Please do not ask for help from a lawyer or before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

What we will cover following an insured incident

1. Uninsured Loss Recovery

Costs and expenses incurred to recover **uninsured losses** after an event which causes:

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

2. Motor Prosecution Defence

What is covered

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

What is not covered

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

Legal Advice 24 Hour Helpline

An **insured person** can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call the **insured person** back depending on their enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please quote policy number 4673098.

Legal Advice Service 0800 026 1831

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

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

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

What is the most we will pay?

1. Legal cover

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

Legal cover – Exclusions

1 Late reported claims

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

2 Costs we have not agreed

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

3 Court awards and fines

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

4 Legal action we have not agreed

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

5 Uninsured drivers

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

6 A dispute with DAS

A dispute with **us** not otherwise dealt with under policy condition 8.

7 Judicial review

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

8 Nuclear, war and terrorism risks

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

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

- (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

9 Litigant in person

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

Conditions applying to Part C – Legal cover

You must also refer to the Conditions and Exclusions on pages 4 to 7.

1 An insured person's legal representation

- (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as an **insured person's appointed representative** to deal with their claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
- (c) If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **we** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS standard terms of appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. The amount may vary from time to time.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2 An insured person's responsibilities

- (a) An **insured person** must co-operate fully with **us** and the **appointed representative**.
- (b) An **insured person** must give the **appointed representative** any instructions that **we** ask them to.

3 Offers to settle a claim

- (a) An **insured person** must tell **us** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **our** written consent.
- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- (c) **We** may decide to pay the **insured person** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any claim in their name. The **insured person** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.

4 Assessing and recovering costs

- (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

5 Cancelling an appointed representative's appointment

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

6 Withdrawing cover

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

7 Expert opinion

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

8 Arbitration

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

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9 Keeping to the policy terms

An **insured person** must:

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

10 Cancelling the policy

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

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

11 Fraudulent claims

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

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

12 Claims under this policy by a third party

Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13 Other insurances

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

14 Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

How to make a complaint

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

phoning 0344 893 9013

emailing customerrelations@das.co.uk

writing to the Customer Relations Department: **DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol BS1 6NH**

completing **our** online complaint form at www.das.co.uk/about-das/complaints

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

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

You can contact them by:

phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**

emailing complaint.info@financial-ombudsman.org.uk

writing to **The Financial Ombudsman Service | Exchange Tower | London E14 9SR**

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

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

Data protection

To comply with data protection regulations **we** are committed to processing 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 name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this 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 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 at dataprotection@das.co.uk.

How we will use your information

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the **DAS** UK Group, so they may contact you for your feedback. If the policy includes legal advice **we** may have to send the personal 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 in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

We will take all steps reasonably necessary to ensure the personal 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 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 personal 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 personal information to perform **our** obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

How long will your information be held for?

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

What are your rights?

The following rights are available in relation to the handling of personal data:

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

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

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

Or via email: dataprotection@das.co.uk

How to make a complaint about the processing of personal data

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision.

The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH
Registered in England and Wales | Company Number 103274 | Website: www.das.co.uk

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

Financial Services Compensation Scheme

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

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL
Registered in England and Wales | Company Number 5417859 | Website: www.daslaw.co.uk
DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Parts D to G – Breakdown

Your schedule will show whether **you** have cover under these parts.

The Definitions, Conditions and Exclusions on pages 4 to 7 of this policy apply in addition to any definitions, conditions or exclusions stated in this part.

Additional definitions applicable to Parts D to G – Breakdown

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

We/Our/Us – means Green Flag Limited.

Zurich – Zurich Insurance Company Ltd.

Parts D-G of this policy are provided by Green Flag Limited and underwritten by U K Insurance Limited.

Green Flag Limited is an Introducer Appointed Representative of U K Insurance Limited. Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales No.1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on 0800 111 6768.

We agree to provide the cover set out in this policy for incidents which occur during the period of insurance for which payment of the appropriate premium has been made and subject to the terms of conditions of this policy.

Part D – Roadside assistance

Your schedule will show whether **you** have cover under this part.

We will provide, in the **United Kingdom**, up to 30 minutes' roadside assistance if **your car** breaks down, has a puncture (as long as the spare wheel is available) or runs out of fuel, or if **you** lose **your car** keys more than a ¼ of a mile from **your** home.

If **your car** cannot be repaired at the roadside, it will be taken, together with the driver, up to seven passengers and any standard make of caravan or trailer **you** are towing, to the nearest garage within 25 miles for it to be repaired at **your** cost. (A standard make is up to 7m in length, excluding any tow bar, 3 metres high, 2.3 metres wide and not weighing more than 3,500kg when loaded).

What you are not insured for

- The cost of replacement fuel or spare parts.
- Assistance or recovery within a ¼ of a mile of **your** home address.
- Any storage charges, toll fees or ferry charges.
- Damage caused by getting into **your car** if **you** have lost **your car** keys.
- Recovery or repair of a trailer or caravan if it contains an animal or person.
- Help if **your car** is immobile (cannot be driven) because of the surface it is on, for example, sand, mud or grass.

If temporary repairs are made, **you** must get the vehicle permanently repaired as soon as possible.

If **your car** is not easy to get to, or **we** have to use specialist equipment, **you** may have to pay any extra costs.

We may choose to repair **your car** (at **your** cost) following a breakdown, rather than arranging for it to be recovered.

Part E – Home and roadside assistance

Your schedule will show whether **you** have cover under this part.

Your policy is extended to include breakdown cover, as provided under Part D, at **your** home address or within a ¼ of a mile of **your** home.

Part F – Nationwide breakdown recovery

Your schedule will show whether **you** have cover under this part.

The breakdown cover under Part D is extended to include the following.

1 Recovery service

If **your car** cannot be repaired, **we** will recover **your car**, trailer, driver and up to seven passengers to their home address or the intended destination in the **United Kingdom**. **We** will then take **your car** to a local repairer of **your** choice within 25 miles.

2 Chauffeur service

If **your** driver is taken ill and nobody is qualified to drive **your car**, **we** will give **you** a chauffeur to help **you** complete **your** planned journey or return **you** home.

Part G – European breakdown recovery

Your schedule will show whether **you** have cover under this part.

The breakdown cover under Part D is extended to provide cover while **your car** is being used within the countries listed in Section 12 of Part A of this policy other than the **United Kingdom**. The following cover is also included.

1 Loss of use of your car

If **your car** cannot be used for more than eight hours, or is stolen and not recovered within eight hours, **we** will pay for one of the following.

- Up to £750 towards the cost of hiring another car until **your car** is repaired.
- The cost of transporting **you** and **your** luggage to **your** destination and then returning **you** to **your car** following its repair.
- Up to £45 for each person a day for up to five days for reasonable accommodation expenses.

We cannot guarantee that hire cars will always be available or will be fitted with a roof rack and towbar. **You**:

- are responsible for the cost of fuel and other expenses necessary to continue **your** trip; and
- must keep to the conditions of the hire company.

What you are not insured for

- If **you** lose **your** deposit because the hire car is damaged, or because **you** do not put more fuel into the hire car.

2 Returning your car to the United Kingdom

If **your car** cannot be repaired, or is stolen and not recovered by **your** expected departure date or is recovered after **you** have returned to the **UK**, **we** will pay:

- the cost of transporting **you** and **your** luggage to **your** home in the **United Kingdom**;
- the cost of transporting **your car** to **your** home or repairer of **your** choice in the **United Kingdom**, or up to £600 for **you** or a driver of **your** choice to return from the **United Kingdom** to collect **your car**; and
- up to £100 for storing **your car** abroad.

The most **we** will pay to return **your car** will be its current **market value** in the **United Kingdom**.

3 Chauffeur service

If **your** driver is taken ill and nobody is qualified to drive **your car**, **we** will give **you** a chauffeur to help **you** return home if everyone is medically fit to travel. **We** will also pay, for up to five days, £45 for each person a day to cover reasonable accommodation expenses.

4 European motorways

If the police arrange for an independent garage to recover **your car**, **we** will pay the costs of this. Please keep **your** receipt.

5 Defence up to £10,000

We will pay up to £10,000 that **you** have run up with **our** permission, to provide a defence in criminal proceedings against the driver of **your car** due to a road traffic accident.

What you are not insured for

- Alleged speeding offences when no other offence is involved.
- **Our** costs or expenses which **we** have not authorised beforehand.
- Fines awarded against **you**.

6 Advance of funds

We will make available up to £4,000 for bail or any other security needed following a car accident or if the driver is stopped. **You** must repay this within one month.

7 Delivering spare parts

If **we** cannot get the necessary spare parts locally, **we** will arrange to get them from the **UK** as long as they are available. **You** must repay **us** the cost of the parts and any customs duty within one month.

What you are not insured for

- Costs **you** would normally have as part of your journey.

Conditions which apply to parts D to G – Breakdown

Cancellation

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

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

How to make a complaint

We understand that things don't always go to plan and there may be times when **you** feel **we've** let **you** down. If this happens, **we** want **you** to tell **us**. **We'll** do **our** best to put things right as soon as possible or explain something **we** could have made clearer.

We'd like **you** to speak to **us** about **your** problem by calling 0800 328 8740. If **you'd** prefer to write to **us** **you** can send the letter to:

Customer Relations Manager, Churchill Court, Westmoreland Road, Bromley, BR1 1DP.

Our staff are empowered to support **you** and will aim to resolve most issues within three working days, following receipt of **your** complaint.

If **your** complaint can't be resolved within three working days, **we'll** contact **you** to let **you** know who will be dealing with it and what the next steps are.

We will keep in regular contact with **you**. **You'll** also receive the following written communication from **us** depending on how long it takes **us** to resolve **your** complaint:

Communication Type	When will you get this?	What will it tell you?
Summary Resolution Communication	If we've been able to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know your complaint has been resolved and tell you about the Financial Ombudsman Service.
Acknowledgement	If we've been unable to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know our complaint handling process and information about the Financial Ombudsman Service.
Unable to reach resolution within 8 weeks	If we've been unable to resolve your complaint within 8 weeks .	It will let you know why we are not in a position to give you our final response and when we expect to be able to provide this. We'll also let you know about your right to contact the Financial Ombudsman Service.
Final Response	If we've been unable to resolve your complaint within 3 working days, we'll send you our Final Response when we've completed our investigations. We'll do our best to send this at the earliest opportunity.	This is a detailed response, which will outline: • Our investigation • The decision • Next steps, if applicable It will also provide information about the Financial Ombudsman Service.

Independent Review

If **we** don't complete **our** investigations within 8 weeks of receiving **your** complaint or **you're** unhappy with **our** response, **you** may ask the Financial Ombudsman Service to look at **your** complaint. This is a free and independent service. If **you** decide to contact them, **you** should do so within 6 months of **our** response letter. Referring **your** case to the Financial Ombudsman Service will not affect **your** legal rights.

You can contact them by:

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

Phone: UK: 0300 123 9123 or 0800 023 4567

Abroad: +44 20 7964 0500

Writing to: Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Their website also has a great deal of useful information:
www.financial-ombudsman.org.uk

Privacy Notice

This privacy notice tells **you** what **we** do with information **we** collect about **you**. It's relevant to anyone who uses **our** services, including policyholders, prospective policyholders, website users and beneficiaries under **our** policies, such as named drivers. **We** refer to all these individuals as "**customers**" or "**you**" in this notice.

1. Who "we" are

We are U K Insurance Limited ("**we**", "**us**" or "**our**"). **We** underwrite this Zurich breakdown policy, provided by Green Flag.

2. What information do we collect about you?

Information collected from you & cookies policy

Where **we** have collected information directly from **you** it will usually be obvious what this is, as **you** will have given it to **us**. This might not be the case where **we** have used cookies to collect information from **your** computer or portable electronic devices. Please see **our** cookies policy for more information.

Information collected from others

We can collect information about **you** from others. This includes information from:

- **Zurich**, who **we** partner with to provide **your** insurance policy.
- **Joint policyholders or policy beneficiaries**. Where **you** are named on a joint policy or a beneficiary of that policy **we** may collect information about **you** from any named policyholder. **We** will ask them to confirm that they have **your** permission to give **us** this information about **you**.
- **Fraud prevention, law enforcement or government agencies and other data sources used to prevent or detect fraud or provide details to us about criminal convictions or offences**.
- **HM Treasury and other authorities in relation to regulatory issues** e.g. where someone is subject to a financial sanction they will appear on HM Treasury's asset freezing list.
- **Credit reference agencies** e.g. credit searches that are made when **we** produce a quotation for a new policy or at renewal. (Note that the results of these searches are automatically deleted after 12 months and do not affect **your** ability to obtain credit.) Please also see section 4 below.
- **External sources** such as **no claims discount databases**, the electoral role and insurance comparison websites to help **us** decide what the risk is in selling the policy **and from companies that hold information about insurance renewal dates, marital status, household residents, vehicle details, employment status and household income** to help **us** work out which information **we** should provide to **you** about **our** other products and services.

Sensitive personal information

We collect information that is sensitive, such as information about children, health or geo-location (which may be sensitive personal information because, for example, it can pinpoint **your** location at a hospital), and information related to unspent past criminal convictions or offences. **We** also collect **your** sensitive personal information for specific types of policy or applications, for example when offering **you** a travel policy or a driving application e.g. Telematics. **We** obtain this from **your** mobile devices for driving applications and the following people:

- The main policyholder will provide most of the information **we** collect about health (including confirming whether hospital treatment is being sought) and unspent criminal convictions or offences, including on behalf of others named on the insurance policy e.g. medical screening to support a travel policy;
- Fraud prevention or law enforcement agencies may provide details to **us** about criminal convictions or offences;
- Witnesses to an accident may provide medical information to **us** if there is an investigation of a claim;
- **We** may use information about a child, for example, where the child is a beneficiary under a policy or if involved in an accident.

We collect and use this information as part of **your** insurance quotation or contract with **us**, or where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

3. What do we do with information we collect about you and why may we do this?

We use **your** personal information in order to meet **our** obligations in **our** contract of insurance with **you**. **We** and other companies within **our** group of companies use **your** personal information in the following ways:

A. Provide insurance services

When **you** request **us** to provide **you** with a quote for one of **our** insurance policies or **you** purchase an insurance policy from **us**, **we** use information about **you**:

- To decide what the risk might be in selling **you** the policy, to quote for, and provide **you** with, a premium for that policy and any special terms that may apply to that policy (noting that **we** may use automated decision making to make this assessment – see section 9 below);
- To administer **your** policy and monitor the payment of instalments if **you** pay **your** premium in this way;
- To contact **you** about the policy (e.g. for billing or renewal purposes); and
- To provide the agreed service if **you** make a claim (e.g. sending someone to assist **you** in a roadside breakdown situation or to provide **you** with medical assistance if **you** are injured or unwell when overseas).

We cannot provide the services unless **we** use the information about **you** in this way.

B. Do what we are required to do by law

As part of **our** duty as an insurer providing insurance services, sometimes **we** are required by law to use information about **you**:

- To help make sure **our** customers are being treated fairly (e.g. to assist **our** regulators where **we** have a legal duty to do so);
- To deal with complaints;
- To help prevent and detect crime (including, for example, the prevention or detection of fraud); and
- To comply with a legal or regulatory obligation.

We can use **your** personal information in this way because **we** are required to do so by law.

C. Prevent fraud occurring

Fraud has an impact on all customers as it increases costs for everyone. **We** use **your** personal information to check for signs that customers might be dishonest (e.g. if someone has behaved dishonestly in the past it may increase the risk they will do so in future).

We may use **your** personal information in this way because it is in **our** interests to detect fraud and in all **our** customers' interests to ensure that they are not prejudiced due to increased premiums as a result of a few customers acting dishonestly.

D. Recover debt

If **you** owe **us** money **we** will use **your** personal information to help **us** recover it.

We can use **your** personal information in this way because it is a necessary part of the contract of insurance. **We** need to ensure that premiums are paid so that the majority of **our** customers do not suffer (e.g. through increased premiums) due to the actions of a small minority of customers.

E. Where your or another person's life may be at risk

We will use **your** personal information to assist where **your** or another person's life or health is in danger and obtaining **your** permission is not possible (e.g. arranging emergency medical treatment in a remote location).

F. To administer and improve our services

To administer **our** services **we** will share information with others (including to people or organisations that may be based overseas):

- In order to enable **us** to process **your** claim or administer **your** insurance policy more cost effectively;
- To help develop **our** products, services and systems to deliver **you** a better sales and claims experience in the future; and
- To understand how **our** prospective customers make decisions about which insurance policy is the optimal policy.

We may also process **your** personal data to better understand **you** as a customer, including to determine how best to retain **your** custom, and to ask **you** to provide feedback on the service **we** provide to **you**.

We can use **your** personal information in this way because it is in **our** legitimate interests to provide the services in the most efficient way. **We** will always ensure that **we** keep the amount of **your** personal information that **we** collect and the extent of any processing to the absolute minimum to achieve this efficiency.

4. Who do we share your personal information with and why do we do it?

We may share **your** personal information with third parties and other companies within **our** group of companies for the purposes mentioned in section 3 above. A list of **our** group companies can be found at www.u-k-insurance.co.uk/group-companies.html. Alternatively, **you** can contact the Data Protection Officer for a list of them. Please see section 10. **You** should make sure everything **you** tell **us** is correct because **your** records may be checked in the following circumstances:

- When **you** apply for insurance, financial services, or work;
- By police and other law enforcement agencies.

In particular **we** share information with:

- **Zurich, we** will provide them with information about **your** insurance policy, premium and claims history.
- **Fraud prevention agencies that provide databases and services**, such as CIFAS, National Hunter, SIRA and ENI, to prevent or detect fraud.
- Fraud prevention agencies will process this personal information in order to assist **our** prevention of fraud and money laundering, and to verify **your** identity and may also process **your** personal information in order to prevent fraud and money laundering by other people.
- Fraud prevention agencies will hold **your** personal information for up to 1 year, or up to 6 years if **you're** considered to pose a fraud or money laundering risk.
- If **we** or a fraud prevention agency determine that **you** pose a fraud or money laundering risk, **we** may refuse to provide the services and/or financing **you** have requested.

A record of this risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services or financing to **you**. If **you** have any questions about this, please contact the appropriate fraud prevention agency.

- **Law enforcement or government agencies we** and fraud prevention agencies may permit law enforcement or government agencies to access and use **your** personal information, if they request it.
- **Credit reference agencies** help **us** decide whether to offer **you** credit if **you** choose to pay **your** premium by instalments. **We** share this information when **you** first take a policy with **us** and at each renewal. **We** may exchange **your** personal information with credit reference agencies to reflect **your** credit application (as payment by instalments means that there will be a credit agreement between **us**). **We** will let **you** know before **we** do this. This will be visible to other credit providers. Failure by **you** or anyone who pays for **your** policy to keep up the monthly payments due under **your** credit agreement will be reflected in **your** credit score, not theirs. The identities of the credit reference agencies and the ways in which they use and share personal information are explained in more detail at www.experian.co.uk/CRAIN. Alternatively, **you** can call **us** and **we** will send **you** a copy.
- **Your spouse or partner** who calls **us** on **your** behalf, provided they are named on the policy. Please tell **us** who they are when **you** take out **your** policy. If **you** would like someone else to deal with **your** policy on **your** behalf on a regular basis please let **us** know. In some exceptional cases, **we** may also deal with other people who call on **your** behalf, but only with **your** permission. If at any time **you** would prefer **us** to deal only with **you**, please let **us** know.
- **Other insurance companies** to help settle any insurance claim or to verify that the information **you** have provided is correct (e.g **we** will check the amount of No Claims Discount **you** have told **us** with **your** previous insurer).
- **Insurance industry bodies** such as The Motor Insurance Database to meet **our** obligations under the Road Traffic Act.
- **Insurance industry databases**, such as the Claims and Underwriting Exchange where **you** make a claim so that insurers can check that **your** claims history is correct, the Insurance Fraud Register and, for commercial policies, the Employers' Liability Tracing Office.
- **Government bodies**, such as the Driver and Vehicle Licensing Agency.

5. Will we send your personal information overseas?

We may send **your** personal information overseas to any part of the world. The protections given to **your** personal information in other parts of the world will often not be as strong as in the UK. Where possible, **we** will put in place agreements with the people **we** send **your** personal information to, to require them to treat **your** personal information with the same protections that **we** apply ourselves. **Our** agreements may include standard terms provided by the EU called EU Model Clauses or may require the other party to be signed up to government standards that are recognised as providing the right level of protection such as "privacy shield" in the USA. But it is possible that regardless of what is set out in the agreement this would not stop a government in any part of the world from accessing **your** personal information, as they can often have power to overrule any agreements **we** make.

In some cases **we** might need to share information to carry out the services **we** have promised to carry out, for example if **you** require urgent assistance abroad. In such an urgent situation **we** may not always have the time to put in place the type of agreement **we** would normally want to.

6. How long may we keep your personal information for?

We are only allowed to keep **your** personal information if **we** need it for one of the reasons **we** describe in section 3 above.

As a general rule, **we** will keep it for 6 years from the end of **your** relationship with **us**, as it is likely that **we** will need the information for regulatory reasons or to defend a claim. For example, should **you** wish to bring some form of legal action relating to **your** relationship with **us**, this would generally need to be done within 6 years from the end of that relationship. However there may be exceptions where **we** need to keep **your** personal information for longer, such as where a claim has involved a minor.

We will also retain data in an anonymous form for statistical and analytical purposes, for example, to assess risk of flood damage occurring.

7. When can you ask us to stop using your information?

If **we** rely on **your** consent to collect and process **your** personal information, **you** can ask **us** to stop using **your** personal information at any time by withdrawing that consent and **we** will stop using **your** personal information for those purposes. **We** may rely on **your** consent to tell **you** about products or services which may be of interest to **you** or to use computers to make decisions about **you** to improve **our** services or develop **our** products (see section 9).

At any time, **you** can tell **us** to stop using **your** personal information to tell **you** about products or services that may be of interest to **you** or allowing computers to make decisions about **you** in order to improve **our** services or develop **our** products (see section 9). To find out how to do this, see section 10.

8. What happens if you don't give us some of your personal information?

Where **you** do not provide the personal information **we** need in order to provide the service **you** are asking for or to fulfil a legal requirement, **we** will not be able to provide the service that **you** are asking **us** to give **you**.

We will tell **you** about why **we** need the information when **we** ask for it.

9. When do we use computers to make decisions about you?

We will collect information about **you** and put this into **our** computer systems. The computer systems will make certain automated decisions about **you** which will be based on comparing **you** with other people. This will have an impact in terms of the level of premium or product that **we** offer to **you** or the products or services that **we** decide to tell **you** about. **We** may also use automated decision making to conduct an identity verification check.

For example, if **you** are under 25 years of age, the computer system may determine that **you** are more likely to have a car accident. This is because the computer system has been told that more people aged under 25 have car accidents. Another example is that, if **you** are under 25, the computer system may determine that **you** are going to be interested in a travel policy which covers high risk activity, such as skiing. Therefore, **we** would proactively seek to tell **you** about such policies as **we** would consider them to be of interest to **you**.

This is important because:

- In providing insurance services it helps **us** decide what price **you** should pay for **your** policy and understand any risks associated with that policy;
- In identity verification it helps **us** to check that **you** are who **you** say you are and to prevent others from imitating **you**;
- In selling **you** other products it helps **us** decide which other products might be useful to **you**.

We also use computer systems to carry out modelling. Sometimes using **your** personal information and sometimes using data in anonymised form. **We** conduct this modelling for a variety of reasons, for example, for risk assessment purposes to make decisions about **you**, such as **your** likelihood to claim. However, **we** may also use **your** personal information in that modelling to make decisions about how **we** improve and develop **our** products and services, or **our** pricing and underwriting, or to better understand how **our** prospective customers make decisions about which policy is the optimal policy (i.e. **we** are not making decisions directly about **you**).

10. How to contact us about this privacy notice

Our Data Protection Officer is in charge of answering questions about this privacy notice or **your** requests to exercise **your** rights which are set out below. The Data Protection Office may be contacted at U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley, BR1 1DP.

You may contact us at the address above for one or more of the following reasons:

1. To ask **us** to fix information about **you** that is wrong or incomplete, or to delete personal information about **you** (the so-called "Right to be Forgotten").

2. To tell **us** **you** no longer agree to, that **you** object to, or that **you** wish to restrict **us** using information about **you** and ask **us** to stop.
3. A right of access, namely to ask **us** to provide **you** with a copy of all of the personal information that **we** have about **you**. To receive this information please write to the Data Rights Team, U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley, BR1 1DP.
4. A "data portability" right, namely to obtain and reuse the information that **you** have provided to **us** for **your** own purposes across different services. **You** may ask for this information to be provided directly to **you** or directly to another organisation. **We** will provide the information in a machine readable format so that another organisation's software can understand that information.
5. To ask **us** not to use information about **you** in a way that allows our computer systems to make decisions about **you** (as explained in section 9).

Sometimes **we** will not be able to stop using **your** personal information when **you** ask **us** to (e.g. where **we** need to use it because the law requires **us** to do so or **we** need to retain the information for regulatory purposes).

In other cases, if **we** stop using **your** personal information, **we** will not be able to provide services to **you**, such as administering **your** insurance policy or servicing **your** claim.

We will tell **you** if **we** are unable to comply with **your** request, or how **your** request might impact **you**, when **you** contact **us**.

Complaints

If **you** have any concerns about the way in which **we** are using **your** personal information, please contact our Data Protection Officer in the first instance and **we** will endeavour to resolve **your** concern. However, **you** do also have the right to complain about how **we** treat **your** personal information to the Information Commissioner's Office ("**ICO**"). The ICO can be contacted at:

ICO website: <https://ico.org.uk/global/contact-us/>

ICO telephone: 0303 123 1113

ICO textphone: 01625 545860

Part H – Excess protect

Your schedule will show whether **you** have cover under this part

This policy is underwritten by Astrenska Insurance Limited, Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services number 202846). **You** can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Who is eligible to purchase this policy?

Any person:

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

The Conditions and Exclusions on pages 4 to 7 of **your associated private car policy** apply in addition to any conditions and exceptions stated in this part.

Definitions

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

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

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

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

Cover – Excess Protect Cover.

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

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

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

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

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

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

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

We/Us/Our – Means Astrenska Insurance Limited, Cutlers Exchange, 123 Houndsditch, London EC3A 7BU and ClaimEz (SIS), PO Box 70931, London, SW20 2EE.

You/Your/Insured person – Means the person whose name appears in **your schedule** and **your certificate of motor insurance**.

Zurich – Zurich Insurance Company Ltd.

What is covered

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

Coverage limits available:

- a. £300 in any one policy period
- b. £500 in any one policy period
- c. £750 in any one policy period

What is not covered

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

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

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

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

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

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

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

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

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

Any claim arising from glass repair or replacement.

Any claim arising from breakdown or misfuel.

Any claim resulting from war and/or terrorism.

Any claim resulting from:

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

Conditions which apply to Part E – Excess protect

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

1. The **Excess Protect Cover** will continue to respond for the **period of the insurance** or until **your** chosen level of indemnity on this **Excess Protect Cover** is exhausted; whichever comes first.
2. The insurance policy that **you** have must be a current and valid private motor insurance policy that is provided by **Zurich**.
3. The policyholder as stated on the **schedule** must match the lead name of the individual on the main policy that has responded and to which this policy will respond to the amount of the **excess**.
4. In the event that any misrepresentation or concealment is made by **you** or on **your** behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.
5. Right of Recovery – **we** can take proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of payment made under this policy.
6. Other Insurance – If **you** were covered by any other insurance for the **excess** payable following the **incident**, which resulted in a valid claim under this policy, **we** will only pay **our** proportionate share of the claim.
7. Reasonable Precautions – **you** must take reasonable steps to safeguard against loss or additional exposure to loss.
8. Keeping to the terms of this policy – **we** will only give **you** the **cover** that is described in this policy if any person claiming **cover** has met with all its terms and the terms of the **Excess Protect Cover**, as far as they apply.

Notification of a Claim

Making a claim

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

The claim process has been specifically designed to make it as quick and efficient as possible to process and handle **your** claim.

Via the internet:

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

If required please reference scheme code 20332.

Or by phone:

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

Making a claim complaint procedure

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

For claim complaints:

The Customer Care Manager
ClaimEz (SIS), PO Box 70931, London SW20 2EE
customercare@claimEZ.com

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

The Financial Ombudsman Service
Exchange Tower, London, E14 9SR
0800 023 4567

complaint.info@financial-ombudsman.org.uk

Monetary limits

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

Jurisdiction and law

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

Cancellation

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

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

Complaints Procedure

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

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

The Financial Ombudsman's Service, Exchange Tower, London, E14 9SR.

You can telephone for free on:

- 08000 234 567 for people phoning from a "fixed line" (for example a landline at home)

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

Website: www.financial-ombudsman.org.uk

Data Protection

How we use the information about you

As a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live.

This will include **your** name, address, risk details and other information which is necessary for **us** to:

- meet **our** contractual obligations to **you**;
- issue **you** this **insurance policy**;
- deal with any claims or requests for assistance that **you** may have
- service **your** policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g. the Financial Conduct Authority) or other authorities.

Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that **we** have with **you**;
- is in the public or **your** vital interest: or
- for **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data. How **we** store and protect **your** information. All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process **your** personal information during the **period of insurance** and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

We also have security measures in place in **our** offices to protect the information that **you** have given **us**.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information please contact **us** by email or letter as shown below:

Sussex House
Perrymount Road
Haywards Heath
Sussex
RH16 1DN

Email: data.protection@collinsongroup.com

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>



Zurich Insurance Company Ltd

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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

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