



XL Art & Lifestyle

# Prestigious cover for valuable vehicles



tailorMade Motor  
Terms and conditions  
01/2019

## **Claims Team Contact**

Tel: (from within UK): 0333 043 1313

Tel: (from outside UK): +44 1925 422 711

## **AXA ART General Enquiries**

Tel: 020 7015 0919

Email: [info@AXA-ART.co.uk](mailto:info@AXA-ART.co.uk)

# Welcome to Motor Insurance by AXA ART

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Thank you for choosing to insure your motor vehicles through AXA ART. We are distributing this policy on behalf of DUAL Corporate Risks Limited to provide comprehensive cover for you and your family whilst on the road.

We wish you a safe and incident-free year of driving but in the unfortunate event of an accident, please contact the claims team right away who will work quickly to resolve your situation.

**AXA ART Europe Limited**  
20 Gracechurch Street  
London  
EC3V 0BG

AXA ART Europe Limited distributes this **policy** on behalf of **DUAL Corporate Risks Limited**, which is authorised and regulated by the Financial Conduct Authority in respect of general insurance business and is registered in England No. 04160680. Registered Office: One Creechurch Place, London, EC3A 5AF.

AXA ART Europe is authorised and regulated by the Financial Conduct Authority. Registered in England and Wales No 02747949. Registered office: 20 Gracechurch Street, London, EC3V 0BG

# Policy Contents

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<b>I. Complaints Procedure</b>	<b>6</b>
<b>II. The Meaning of Words in this Policy</b>	<b>8</b>
<b>III. General Terms and Conditions that Apply to this Policy</b>	<b>12</b>
<b>IV. How to Make a Claim</b>	<b>18</b>
<b>V. General Exclusions</b>	<b>20</b>
<b>VI. Physical Damage Cover</b>	<b>21</b>
<b>VII. Additional Covers</b>	<b>22</b>
<b>VIII. Liability</b>	<b>28</b>
<b>IX. Motor Legal Expenses Cover</b>	<b>29</b>
<b>X. European Motor Breakdown Assistance</b>	<b>37</b>

# I. Complaints Procedure

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**We** are proud of the service that **we** provide and of **our** careful selection of intermediaries that **we** entrust to service this **policy**. Occasionally, things may go wrong and if this happens **we** have a procedure in place to fully investigate **your** complaint and, where appropriate, to make changes to prevent a recurrence.

If **you** are unhappy with any element of the cover **we** provide or any aspect of **our** service or have cause for complaint, please, in the first instance, contact the insurance intermediary that arranged the **policy** for **you**.

If **you** wish to make a complaint **you** can do so at any time by referring the matter to:

a. If **you** wish to make a complaint in relation to Sections 6, 7 or 8 **you** can do so at any time by referring the matter to:

Complaints Manager  
XL Catlin Insurance Company UK Limited  
20 Gracechurch Street  
London  
EC3V 0BG  
By email: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)  
By phone: +44 (0) 20 7743 8487

b. If **you** wish to make a complaint in relation to Section 9 **you** can do so at any time by referring the matter to:

The Managing Director,  
LawShield UK Ltd,  
850 Ibis Court,  
Lakeside Drive,  
Centre Park,  
Warrington  
WA1 1RL  
By phone: 0800 731 3942  
By fax: 0333 043 3798  
By email: [customerrelations@lawshield-uk.com](mailto:customerrelations@lawshield-uk.com)

c. If **your** complaint is about Section 10, European Motor Breakdown Assistance then please contact the service provider using the number **you** rang to report **your** claim. The staff handling **your** claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to **our** Customer Relations Department where **we** will arrange to have it reviewed at the appropriate level. **We** will also contact **you** to let **you** know that **we** are reviewing **your** complaint.

By phone: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays).

For **our** mutual protection and training purposes, calls will be recorded).

By email: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

ARAG plc  
9 Whiteladies Road  
Clifton  
Bristol, BS8 1NN

Should **you** remain dissatisfied **you** can to pursue **your** complaint further with Lloyd's. They can be reached in the following ways:

By phone: 0207 327 5693

By fax: 0207 327 5225

By email: [complaints@lloyds.com](mailto:complaints@lloyds.com),

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham  
Kent  
ME4 4RN

If **you** remain dissatisfied or **you** have not received a final decision within eight (8) weeks, **you** can refer **your** complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
By e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

From within the United Kingdom  
t 0800 0234 567  
calls to this number are free on mobiles and landlines  
0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers

From outside the United Kingdom  
t +44(0)20 7964 0500  
f +44(0)20 7964 1001  
Text Number: 07860 027 586 (Call Back Service)

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. **Our** ADR scheme is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this **policy**. If **you** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this **policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

## II. The Meaning of Words in this Policy

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Words with special meanings are defined here or in the part of the **policy** where they are used. Defined terms will be black and bold when used. Words using the singular should, where the circumstances require, be read in the plural.

The words below will have the following meanings where shown in black and bold throughout the **policy** unless a more specific special definition applies under a specific section:

### **Act of terrorism**

**Act of terrorism** means an act, including using or threatening to use force or violence, which is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

### **Amendment to cover notice**

**Amendment to cover notice** means any notification of cover change issued to **you**.

### **Agreed value**

**Agreed value** means the amount **your vehicle** is insured for and the amount **we** will pay if **your vehicle** is stolen and not recovered or totally destroyed. The **agreed value** is agreed by **you** and **us** as shown in the **schedule**. The amount should include the value at the inception date of the **policy**, all manufacturer fitted extras and modifications and any non-manufacturer extras or modifications approved by **us**.

### **ARAG plc**

**ARAG plc** means **ARAG plc**, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN. Registered in England, number 0258818.

### **Brit Syndicate 2987 at Lloyd's**

**Brit Syndicate 2987 at Lloyd's** means **ARAG plc** is authorised to administer this insurance on behalf of the insurer **Brit Syndicate 2987 at Lloyd's** (written under unique market reference B0356KA233D12A000 or replacement thereof).

### **Call Assist**

**Call Assist** means **Call Assist Limited**, Axis Court, North Station Road, Colchester, Essex, CO1 1UX. Registered in England and Wales, number 3668383.

### **Certificate**

**Certificate** means the document issued for each **vehicle you** insure with **us**. This is **your** evidence of motor insurance. **Your certificate** should be read together with the **policy**.

### **DUAL or DUAL Corporate**

**DUAL or DUAL Corporate** Risks in England and Wales No. 4160680. Registered office: One Creechurch Place, London, EC3A 5AF.

### **Endorsement**

**Endorsement** means any change to the terms of the **policy** agreed in writing.

### **European Union**

**European Union** means Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, **United Kingdom**.

#### Excess

**Excess** means the amount for which **you** are responsible as the first part of each agreed claim as shown in the **schedule**. If an **insured vehicle** is not listed in the **schedule** a £1,000 **excess** applies.

#### Household member

**Household member** means any member of **your** household who permanently resides with **you** including **your** domestic employees, children studying away from home and any person living in the grounds of **your** residence.

#### Identity fraud

**Identity fraud** means someone, or a group of people, knowingly using a means of identification belonging to **you** or a **named insured person** without **your** or a **named insured person's** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act, whether resulting from a theft from an **insured vehicle** or another covered loss under the **policy** during the **period of insurance**.

An act, or a series of acts, against one of **you** by one person or group of people is considered to be one **identity fraud**.

#### Insured person

**Insured person** means any person permitted by **you** to drive, is legally entitled to drive and is entitled to drive in accordance with **your** policy.

#### Insured vehicle

**Insured vehicle** means any **vehicle**, or any private vehicle, including a courtesy vehicle, when used by **you** or a **named insured person** with the owner's permission. This does not include other vehicles owned by **you** or a **named insured person**, vehicles available for the regular use of **you** or a **named insured person**, or vehicles hired by any person other than **you** or a **named insured person**.

#### LawShield

**LawShield** means LawShield UK Ltd, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL.

#### Loss of limb

**Loss of limb** means:

- a. in the case of a lower limb, permanent physical severance at or above the ankle or permanent **total loss** of use of an entire leg or foot; and
- b. in the case of an upper limb, permanent physical severance at or above the wrist or permanent **total loss** of use of an entire hand or arm.

#### Loss of sight

**Loss of sight** means total and irrevocable **loss of sight** in one or both eyes.

#### Market value

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

#### Named insured person

**Named insured person** means any **insured person** whose name is stated on the **certificate**.

#### New vehicle replacement

**New vehicle replacement** means the replacement of **your vehicle** with a new one of the same specification. This cover may apply, if **you** prefer, if the **vehicle** is deemed a **total loss** by **us** following a covered loss within 24 months from the date of first registration. The cost of the replacement **vehicle** must not exceed the **agreed value** during the first **policy** period. Past the first renewal date of **your policy** the cost of the replacement **vehicle** may exceed the **agreed value** if **we** deem it necessary to meet **our** obligation to **you**. **You** must be the first registered owner of the **vehicle** (other than a dealership) for this cover to apply. If **you** are not the first registered owner of the **vehicle** (other than a dealership) then **new vehicle replacement** only applies if the **vehicle** is less than 12 months old.



**No claims discount**

**No claims discount** means the document provided by **your** previous insurer confirming the number of years **you** or a **named insured person** has been driving each of **your vehicles** without making a claim. **We** will price **your** insurance based on **your** driving record and will not always ask for sight of this document. Should **your policy** be cancelled or lapsed, **we** will confirm the number of years **you** have been incident free whilst insured with **us**. **We** will only add these years to **your** previous **no claims discount** document if **we** have sight of the document from **your** last insurer.

**Non household member**

**Non household member** means any person that does not permanently reside with **you** over the age of 30.

**Occurrence**

**Occurrence** means any one covered loss or accident which first occurs within the **policy** period and this **policy** applies.

**Period of insurance**

**Period of insurance** means the **period of insurance** shown in **your** most recent **schedule**.

**Personal effects**

**Personal effects** means personal property owned by **you** or a **household member**.

**Policy**

**Policy** means this **policy** wording including the **schedule**, any **endorsements**, any **amendment to cover notice** and the **certificate**.

**Rental Vehicle**

**Rental Vehicle** means a vehicle that can be hired for a short period of time.

**Schedule**

**Schedule** means the most recent document **we** sent to **you** showing **your** name, **your** address and **your** insurance details.

**Territorial limits**

**Territorial limits** means the **European Union**, as well as the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus) or in transit by rail, sea, land (not under the **vehicle's** own power) or air between any countries listed in this definition.

**Total Loss**

**Total Loss** means that following a covered loss, an **insured vehicle** is deemed unrecoverable following a theft or is totally destroyed and beyond economical repair. An **insured vehicle** is considered a **total loss** when the salvage value plus the repair cost is equal to or greater than the amount of cover of the **insured vehicle**. The value of any salvage will be determined by **us** and any salvage will be disposed of in accordance with the ABI Code of Practice for the Disposal of Motor Vehicle Salvage. This decision will be made by **us**.

**Under the influence**

**Under the influence** means:

- a. having a blood alcohol level exceeding the prescribed limit as decreed by the **United Kingdom** Road Traffic Act (or similar legislation of any other applicable country within the **territorial limits**) and/or;
- b. being **under the influence** of any illegal substance.

**United Kingdom**

**United Kingdom** means England, Wales, Scotland and Northern Ireland.

**Vehicle**

**Vehicle** means a **vehicle** listed in the **schedule** for which a **certificate** has been issued bearing the registration number or chassis number of that **vehicle**. The **vehicle** must be under a hire purchase agreement, be leased to or belong to **you**, a **household member** or a direct family relation. A **rental vehicle** will not be covered.

**XL Catlin Insurance Company UK Limited**

**XL Catlin Insurance Company UK Limited** means **XL Catlin Insurance Company UK Limited**. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered Office 20 Gracechurch Street, London, EC3V 0BG.

Registered in England - Company Number 5328622

An AXA XL Company

**We, us and our**

**We, us and our** means:

- a. under Sections 6,7 and 8 **XL Catlin Insurance Company UK Limited** - 100%
- b. under Section 9, **Lawshield** - 100% and
- c. under Section 10, **ARAG plc** - 100%.

**You and Your**

**You and Your** means the person named in the **schedule** as the policyholder and a spouse or partner that permanently resides with them.

## III. General Terms and Conditions that Apply to this Policy

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AXA ART Europe Limited acts on behalf of **DUAL Corporate Risks Limited** in distributing this **policy**, which is provided by **XL Catlin Insurance Company UK Limited** except for Section 9, Legal Expenses Insurance where cover is arranged by **LawShield** with UK General Insurance Limited on behalf of Great Lakes Insurance SE and Section 10, European Motor Breakdown Assistance, where cover is underwritten by **Brit Syndicate 2987 at Lloyd's**, provided by **ARAG plc** and serviced by **Call Assist**.

This **policy**, **your schedule** and **your certificate** sets out the contract between **you** and **us**. They should be read as one document. **You** agree to pay the premium shown in the **schedule** and comply with **your** responsibilities described in this **policy**. Cover for each section is only operative where indicated on **your policy schedule**.

Various provisions in this **policy** restrict or exclude cover. Read the entire **policy** carefully to determine **your** rights and duties, and what is and is not covered.

### Information You Have Given Us

In deciding to accept this **policy** and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete. If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- a. treat this **policy** as if it never existed;
- b. decline all claims; and
- c. retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- i. treat this **policy** as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- ii. treat this **policy** as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- iii. reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

**We** will notify **you** in writing if i., ii. and/or iii. apply.

In accordance with the Cancellation and Cooling-Off Period Provisions, if there is no outstanding claim and ii. and/or iii. apply, **we** will have the right to:

1. give **you** notice that **we** are terminating this **policy**; or
2. give **you** notice that **we** will treat this **policy** and any future claim in accordance with ii. and/or iii., in which case **you** may then give **us** notice that **you** are terminating this **policy**.

### Changes that you must tell us about

If there is any change in **your** circumstances or if the information **you** have provided is no longer true, valid or up to date, **you** must tell the intermediary who arranged the **policy** for **you** as soon as is reasonably possible as this may affect **your policy** and **your**

ability to claim under it. **You** must tell **us** immediately and confirm:

- if **you** sell a **vehicle**;
- if **you** purchase a new vehicle that **you** want to insure with **us**;
- if **you** want to add a new **household member** or **insured person** to the **policy**;
- of all accidents, claims or losses including fire, theft, vandalism and malicious damage in the last 3 years, involving **you** or an **insured person**, to any vehicle whether insured by **us** or not;
- of all motoring convictions in the last 5 years (or 3 years for fixed penalty offences). If a motoring offence resulted in a custodial sentence, then **you** must tell **us** about all unspent convictions under the Rehabilitation of Offenders Act 1974;
- if **you** or an **insured person** have been convicted of, or received a police caution for, or charged with but not yet tried for, any non-motoring related offence other than those spent under the Rehabilitation of Offenders Act 1974;
- if **you** have had an insurer invoke cancellation, refuse to renew or agree to accept cover but only with special terms;
- if **you** have been declared bankrupt, had bankruptcy procedures taken against **you**, received a County Court judgment or entered into an arrangement with creditors;
- if **you** have not given **us** a true representation of **your** driving experience;
- if there is any modification to **your vehicle** from the manufacturer's standard specification (manufacturer options are classed as standard specification);
- if **you** have not provided **us** with true and accurate information for all persons who are named on the **policy**. This includes: dates of birth, type of licence, period licence held, period of residency in the **United Kingdom**;
- if the windscreen to any **vehicle** shows any sign of damage before the **policy** inception, or before the **vehicle** was added to the **policy** mid-term;
- if any **vehicle** is used for hire & reward;
- if any **vehicle** is not used for the use as defined on the **certificate**;
- if **you** are buying and selling cars for profit or trade;
- of all types of employment that **you** receive income from or are named as a Director.

If **you** are in any doubt please contact **your** intermediary without delay.

Upon receipt of **your** notification of any change in circumstance, **we** may amend the terms of this **policy** and/or charge an additional premium.

No change or modification of this **policy** shall be effective except when made by written **endorsement** signed by **us**.

## Concealment or fraud

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **we**:

- a. will not be liable to pay the claim; and
- b. may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c. may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under c. above:

- i. **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.
- ii. **we** need not return any of the premium paid.

## Claims database

Under the conditions of **your policy** **you** must tell **DUAL** about any insurance related incidents whether or not they give rise to a claim. When **you** tell **DUAL** about an incident **DUAL** may pass information relating to it to a database. **DUAL** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at renewal to validate **your** claims history or that of any other **named insured person**.

## Maintenance

**You** must ensure an **insured vehicle** is kept in a roadworthy condition and take reasonable steps to protect any **insured vehicle** from loss or damage. If the condition of the **insured vehicle** caused or contributed to the loss or damage, no cover under the **policy** will be provided. If the **insured vehicle** requires an M.O.T and is the subject of a **total loss** claim, **we** will settle the claim based on the **market value** in the absence of such a document.

## Law

Unless some other law is agreed in writing between **you** and **us**, this **policy** will be governed by English law and practice and to the exclusive jurisdiction of the courts of England and Wales.

## Construction, severability and conformance to statute

- a. If any provision contained in this **policy** is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this **policy**.
- b. If any provision contained in this **policy** is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
- c. Any provisions of this **policy** which are in conflict with the statutes or regulations of the state or country wherein this **policy** is issued are hereby amended to conform to such statutes or regulations.
- d. In this **policy**, any reference to an Act or Order is, unless the contrary intention applies, a reference to that enactment as amended, extended or applied to any other enactment.

## Rights of third parties

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

## Several liability notice

The liability of an insurer under this **policy** is several and not joint with other insurers party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this **policy**.

The proportion of liability under this **policy** underwritten by an insurer is shown in this **policy**.

Although reference is made at various points in this clause to “this **policy**” in the singular, where the circumstances so require this should be read as a reference to **policies** in the plural.

### Cooling off period

**You** can cancel this **policy** by notifying **us** through **DUAL** within fourteen (14) days of either:

- a. the date **you** receive this **policy**; or
- b. the start of **your period of insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **you** have made a claim in which case the full annual premium is due.

### Your cancellation

**You** may cancel this **policy** at any time by notifying **us**.

Cancellation cannot be backdated and will take effect from the date **we** receive notification from **you** or **your** intermediary. The portion of **your** premium assigned to the Motor Legal Expenses Cover will not be refunded. If **you** have not made a claim during the **period of insurance**, **we** will refund the proportion of any remaining premium **you** have paid calculated on a proportional daily basis depending on how long the **policy** has been in force. If **you** have made a claim during the **policy period** no refund will be paid.

### Our cancellation

**We** can cancel this **policy**, if there is a valid reason to do so, including for example:

- a. any failure by **you** to pay the premium; or
- b. a change in risk which means **we** can no longer provide **you** with insurance cover; or
- c. non-cooperation or failure to supply any information or documentation **we** request, such as details of a claim;

by giving **you** fourteen (14) days’ notice in writing. If **you** have not made a claim during the **period of insurance**, **we** will refund the proportion of any remaining premium **you** have paid calculated on a proportional daily basis depending on how long the **policy** has been in force. If **you** have made a claim during the **period of insurance** no refund will be paid.

### Payment of premium

**Your** premium must have been paid for in full before **we** make any payment under this **policy**. Following a **total loss** **we** will deduct any outstanding premium for the **period of insurance** from any payment payable to **you**.

### Auto-renewal

**Your** **policy** will be automatically renewed at the end of the **policy** period unless **you** inform **us** or **we** inform **you** to the contrary.

If **your** intention is not to renew **your** **policy** **you** must advise **your** intermediary of **your** intention before the expiry of the **policy** period to avoid any premium becoming due to **us**.

## Other insurance

If a loss covered by this **policy** is also covered by other insurance, **our** cover will be secondary to any other insurance in force.

If **you** are a named driver on a policy that is insuring a vehicle **you** have borrowed, **our** cover will not apply.

## Losses not covered by this policy

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

## Transfer of rights

If **we** make a payment under this **policy**, **we** will assume any recovery rights **you**, or any **insured person** has in connection with the loss, to the extent of any payment **we** have made under this insurance **policy**. **You** or an **insured person** must provide **us** with all the information and assistance possible for **us** to achieve a settlement and must do nothing after a loss to prejudice such rights.

## Return premiums and additional premiums

If **you** make any amendments to **your policy** and the resulting pro-rata additional or return premium is less than £50 **we** will not apply this amount and the return or additional premium due shall be nil.

## Fraud prevention and detection

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

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

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

## Motor Insurance Database

**Your** insurance cover details will be added to the Motor Insurance Database, run by the Motor Insurers' Information Centre (MIIC). This has been set up to help identify uninsured drivers, and may be searched by the police to help confirm who is insured to drive. If there is an accident, the Database may be used by insurers, MIIC and the Motor Insurers' Bureau to identify relevant **policy** information. **You** can ask **us** for more information about this, or at [www.miic.org.uk](http://www.miic.org.uk). **You** should show this notice to anyone insured to drive a **vehicle** covered under this **policy**.

## Sanctions

**We** shall not provide any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## Fair Processing Notice - applicable to XL Catlin Insurance Company UK Limited only

This Privacy Notice describes how **we** collect and use the personal information of insured's claimants and other parties (for the purpose of this notice "**you**") when **we** are providing **our** insurance and reinsurance services.

The information provided to **us**, together with medical and any other information obtained from **you** or from other parties about **you** in connection with this **policy**, will be used by **us** for the purposes of determining **your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required by law to collect certain personal information about **you**, or as a consequence of any contractual relationship **we** have with **you**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by **us** for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **your** personal information. Because **we** operate as part of a global business, **we** may transfer **your** personal information outside of the European Economic Area for these purposes.

**You** have certain rights regarding **your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of **your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **you** have questions or concerns regarding the way in which **your** personal information has been use, please contact: [compliance@axaxl.com](mailto:compliance@axaxl.com).

**We** are committed to working with **you** to obtain a fair resolution of any complaint or concern about privacy. If, however, **you** believe that **we** have not been able to assist with **your** complaint or concern, **you** have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how **we** process **your** personal information, please see **our** full privacy notice at: <https://axaxl.com/privacy-and-cookies>.



## IV. How to Make a Claim

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**We want your claim to be settled swiftly and in full so that you may put the event leading to a claim behind you as soon as possible.**

To make a claim for glass, European Motor Breakdown Assistance, Legal Expenses, Liability or Physical Damage, call **our** 24 hour, 7 days a week helpline:

From within the UK: 0333 043 1313

From outside the UK: +44 1925 422 711

**Your policy** details the terms, conditions and level of cover that applies. In the event of an incident that may give rise to a claim **you** must:

1. not admit liability;
2. report the incident to the police if **you** suspect that a crime has been committed and obtain a crime reference number;
3. take all reasonable measures to prevent or reduce the likelihood of further loss or damage;
4. provide **us**, via **your** insurance intermediary, with the information that **we** or they require.

If **you** are being held responsible for injury or damage **you** must send to **us** or **your** insurance intermediary all correspondence **you** receive as soon as practicably possible. **You** or an **named insured person** must not admit liability or make any promise of payment without **our** consent, otherwise **we** may not have to pay the claim.

If **your** claim is valid **we** will:

- arrange for the repatriation of **you** or the **insured person** and **your** or the **insured person's** passengers;
- where necessary recover the **insured vehicle** to a repairer of **your** choice or if **you** prefer to a repairer approved by **us**;
- where necessary arrange for a courtesy car following a covered loss;
- inspect, approve and authorise any repairs to the **insured vehicle**;
- clean the **insured vehicle** on completion of any repairs;
- where appropriate return the **insured vehicle** to **you**;
- collect any courtesy car from **you**;
- guarantee the repairs to the **insured vehicle** if carried out by an approved repairer for a period of 3 years.

Calls may be monitored or recorded.

## Motor Legal Expenses

Legal Expenses Services are provided by **LawShield**.

**LawShield** will aim to recover **your** uninsured losses, which may include the cost of repairing or replacing **your vehicle, your excess, injury compensation** and other out-of-pocket expenses.

## European Motor Breakdown Assistance

European Motor Breakdown Assistance is underwritten by **Brit Syndicate 2987 at Lloyd's**, provided by **ARAG plc** and serviced by **Call Assist**.

What to do if **you** breakdown.

1. Please have the following information ready as it will be needed to check **your policy** cover:

- **your insured vehicle** registration
- the precise location of **your insured vehicle** (or as accurate as **you** are able in the circumstances)
- **your** return telephone number.

2. **Our** operator will take **your** details and make the necessary arrangements to assist **you**. **Your** mobile phone must therefore be switched on and available to take calls at all times. To help **our** operator to provide a quality service, **your** calls will be recorded.

3. Stay safe but remain with or near to **your insured vehicle** until the recovery operator arrives. Once the recovery operator arrives at the scene please be guided by their safety advice.

4. If **you** breakdown on a UK motorway and have no means of contacting **us** or are unaware of **your** location, **you** should use the nearest SOS box and advise the police of **our** telephone number; they will contact **us** to arrange assistance. If the police are present at the scene please advise them that **you** have contacted **us** or give them **our** telephone number to make contact on **your** behalf.

5. If **you** breakdown outside of the UK on a motorway or major public road, the local highway authority may require **you** to use a local private towing service. **You** will need to use the SOS phones to call for assistance. The private towing service will tow the **insured vehicle** to a place of safety and **you** will be required to pay for the service immediately. **You** can then contact **us** for further recovery and assistance. Please retain **your** receipts. If **you** change **your vehicle**, **you** must notify **your** intermediary. Please include the existing registration, the new registration, make, model and colour of **your new vehicle** and the date **you** wish to make the change. If **you** do not notify the new **vehicle** details **our** operator may be unable to supply **you** with a service.

## V. General Exclusions

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The following exclusions apply to the whole of the **policy**. Any additional exclusions are shown in the Sections to which they apply and/or on **your schedule**.

This insurance does not cover the following:

1. Any loss, damage or liability arising out of a deliberate act by **you** or an **insured person** or by anyone acting on **your** behalf.
2. Any loss, damage or liability arising directly or indirectly from biological or chemical contamination.
3. Any loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
4. Any loss, damage or liability caused directly or indirectly by war, acts of foreign enemies, hostilities (whether war is declared or not), invasion, civil war, rebellion, revolution, insurrection or military or usurped power or the destruction or seizure of any **insured vehicle** for a military purpose.
5. Any loss, damage or liability caused by the confiscation, destruction or seizure of property by any military, government or public authority.
6. Any loss, damage or liability arising from:
  - a. airport service vehicles;
  - b. **vehicles** being used on those parts of airport premises to which the public do not have free vehicular access.
7. Any diminution in value of any **insured vehicle** following a loss.
8. Any loss, damage or liability arising from participation in or instruction or preparation for any racing, rallies, trials, pace-making or speed testing in any prearranged or organised event (including but not by way of limitation the Gumball Rally or Cannonball Run) or any on track use (including but not by way of limitation, the Nürburgring).
9. Any person who uses an **insured vehicle** without the owner's permission.
10. Any loss, damage or liability arising from the use of any **insured vehicle** to carry property or people for a fee.
11. Any loss, damage or liability arising from the operation of any **insured vehicle** that has been hired, leased or loaned by **you** or any **insured person** for a fee to any other person. This exclusion does not apply to any courtesy vehicle provided to **you** whilst **your vehicle** is being repaired or whilst a claim is being settled or to any self drive hire vehicle covered under this **policy** as a temporary **insured vehicle**.
12. Any death or injury of any employee arising out of his or her employment by **you** or an **insured person** if cover for such person is provided under an employer's liability insurance policy that complies with current **United Kingdom** compulsory employer's liability legislation, or any similar legislation of any other applicable country within the **territorial limits**.
13. Any vehicle with less than four wheels unless agreed with **us** and noted in the **schedule**.
14. Any loss or damage caused to an **insured vehicle** by wear and tear, mechanical or electrical **breakdown** or any damage caused by a computer error or malfunction or an error in computer programming.
15. In respect to Third Party Liability Cover, any loss, damage or liability resulting from or in connection with any **act of terrorism** except in so far as necessary to comply with the **United Kingdom** Road Traffic Act.
16. Any claim where **you** or an **insured person** would be entitled to be paid under any other insurance if this **policy** did not exist, except for any amount in **excess** of the amount that would be covered under the other insurance.
17. Any bus, coach or vehicle with 10 or more seats including that of the driver.
18. Any waterborne vessel, aircraft, hovercraft or other vehicle not designed to run on land unless amphibious which is licenced to go on highways (but not including any waterborne exposure).
19. Any loss involving the ownership, operation, maintenance or use of any vehicle, the principal use of which is:
  - a. the transportation of high explosives such as nitroglycerine, dynamite or any other similar explosive;
  - b. the bulk transportation of liquid petroleum or gasoline;
  - c. the transportation of gasses in liquid, compressed or gaseous forms.

## VI. Physical Damage Cover

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Physical Damage cover only applies to **your policy** if shown in **your schedule**. Please check to ensure this cover has not been deleted by an amendment of cover notice or an **endorsement** detailed on **your schedule**.

### What is covered

Under this section, we will cover loss or physical damage to an **insured vehicle** occurring during the **period of insurance** anywhere within the **territorial limits**.

### What is not covered

- The **excess** applied to the **insured vehicle** which is the subject of the loss, unless the **insured vehicle** is a **total loss**. Please check for any specific driver **excess** amounts detailed on **your schedule**.
- Loss of use of the **insured vehicle**.

### How we will pay your claim

#### Amount of cover

**Your vehicle(s)** are insured for the amount shown in **your schedule**. However, **you** agree that **we** may change this amount when the **policy** is renewed to reflect current costs and values.

Each **vehicle** listed in **your schedule** is insured for an **agreed value**, unless stated otherwise on **your schedule**. An **insured vehicle** not listed in **your schedule** is insured for its **market value**.

### Payment basis

#### Total loss

If an **insured vehicle** is declared a **total loss** we will pay **you** the **agreed value** unless **you** choose new car replacement or **market value** applies. If there is already damage to the **insured vehicle** from a previous incident, **you** agree **we** may reduce **our** payment by the amount it would cost to repair the previous damage.

An **insured vehicle** is considered stolen when it is stolen and not recovered within 30 days of its theft.

When **we** pay for a **total loss**, the salvage becomes **our** property.

If a stolen **insured vehicle** is recovered **we** will pay for any covered damage following the theft.

When **we** pay for a **total loss** **we** will deduct from the amount of cover any amount required to be paid to discharge any outstanding finance agreement associated with the **insured vehicle**.

#### Partial loss

If an **insured vehicle** is partially damaged, **we** will pay the amount required to repair or replace, whichever is the least, the damaged part without deduction for depreciation, up to the amount of cover for each **occurrence**. Subject to availability **we** will replace the damaged part with the original manufacturers part.

**We** use a panel of expert repairers. However, **you** may wish to use **your** own repairer of choice.

**We** must approve and authorise all repairs before any work commences otherwise **we** may not pay **your** entire claim.

## VII. Additional Covers

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These covers are provided if Section 6, Physical Damage Cover applies to **your policy** and are in addition to the limits shown on **your schedule** unless stated otherwise. The **excess** applicable to the **insured vehicle** applies to these covers unless stated otherwise. Exclusions are described in Section 5.

### Audio and electrical equipment

In the event of a covered loss **we** will also cover the following for loss or damage if the cost of replacement is included in the **agreed value**. If it is not included in the **agreed value** there will be no cover for such equipment.

- a. The following equipment if permanently installed in or removable from a housing unit within the **vehicle** and designed to be operated only by the power of the **vehicle**:
  - radios, tape players, CD players & DVD players;
  - televisions;
  - global positioning systems or similar equipment including their accessories and antennas.
- b. Telephones if permanently installed in the **vehicle** and designed to be operated only by the power of the **vehicle**, including their accessories and antennas.

**Your excess** does not apply to this additional cover.

### Glass cover

**We** provide window and sunroof glass replacement in the event of a covered loss to any listed **vehicle**.

A £100 **excess** applies to this additional cover. However, if the glass is repaired, the **excess** does not apply. A courtesy vehicle is not provided following a claim under this section of **your policy**.

### Lock replacement

In the event of damage to locks on a **vehicle** or in the case of the theft or loss of keys, ignition card or lock transmitter of any **vehicle**, **we** will pay for the necessary replacement cost of:

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

A courtesy vehicle is not provided following a claim under this section of **your policy**.

**Your excess** does not apply to this additional cover.

### Personal effects

**We** will pay for **your** or a **household member's personal effects** in an **insured vehicle** that are lost or damaged due to an accident or to fire, theft or attempted theft during the **period of insurance** up to a total amount of £1,500.

**Your excess** does not apply to this additional cover.

## Pairs and sets

If **your vehicle** is involved in a covered loss and **we** cannot match the upholstery, a replacement wheel or any other part of **your vehicle** that forms part of a pair or set **we** will pay up to £10,000 to replace the matching parts of the damaged item.

Any damaged or undamaged item will become **our** property.

## Psychiatric cover

If as a direct result of a covered loss **you** or a **named insured person** is injured and unable to drive, **we** will pay up to £5,000 for psychiatric services as recommended by a qualified mental health professional when incurred within 1 year of the date of the covered loss. If **your policy** is cancelled **our** payments will cease the date **your policy** is cancelled.

**We** do not provide this additional cover if at the time of the covered loss **you** or a **named insured person** is **under the influence**.

## Courtesy vehicle

If a **vehicle** cannot be used because of a covered loss **we** will provide **you** or a **named insured person** with a courtesy vehicle for the period of time that the **vehicle** is being repaired or until the theft or **total loss** claim is settled.

If **you** accept a courtesy vehicle provided by the repairer then **we** will not apply **your excess** if it is less than £1,000.

If the courtesy vehicle provided by the repairer is not satisfactory to **you** **we** will replace it with a courtesy vehicle which is similar to the **vehicle** subject to the claim. However, **your excess** will apply.

Any courtesy car will be provided for the period of time that the **vehicle** is being repaired or until the theft or **total loss** claim is settled.

The most **we** will pay under this additional cover for each accident is £4,000.

Provision of the courtesy vehicle will be subject to the terms and conditions of **our** approved replacement vehicle supplier and will be considered an **insured vehicle** for the time it is in **your** or a **named insured person's** possession.

**You** do not need to notify **us** if **you** or a **named insured person** are in possession of, or are using a courtesy vehicle.

## Emergency transportation / accommodation

If following a covered loss more than 50 miles from **your** or a **named insured person's** closest residence and **you** or a **named insured person** incur emergency transportation costs, **we** will pay such costs up to a maximum of £500.

In addition, **we** will pay up to a maximum of £1,000 for accommodation and meals.

**Your excess** does not apply to this cover.

## Medical expenses

**We** will pay up to £500 each for necessary medical expenses for **you** or a **named insured person**, incurred as a result of an accident during the **period of insurance**. Such medical expenses must arise out of injury to **you** or a **named insured person** while he or she is occupying an **insured vehicle**. This additional cover also applies if **you** or a **named insured person** is struck by another motor vehicle or trailer. The most **we** will pay for one **occurrence** is £3,000.

**Your excess** does not apply to this additional cover.

## Emergency treatment

We will reimburse **you** or a **named insured person** using an **insured vehicle** for payment made under the **United Kingdom Road Traffic Act** for emergency treatment incurred as a result of an accident during the **period of insurance**. **Your excess** does not apply to this additional cover.

## Inability to drive following injury

If **you** or a **named insured person** are unable to drive as a result of injury following an accident during the **period of insurance** which results in an insured claim under this **policy**, **we** will contribute towards alternative transportation costs, up to a maximum of £3,000 and for a maximum period of 12 months.

**Your** or a **named insured person's** inability to drive must be confirmed in writing to **us** by **you** or the **named insured person's** General Practitioner every 90 days from the date of the **occurrence** for this benefit to continue. **We** will not provide this cover if at the time the covered loss occurred **you** or a **named insured person** were **under the influence**.

**Your excess** does not apply to this additional cover.

## Inability to drive due to ill health

If **you** or a **named insured person** has their driving licence revoked by the DVLA during the **period of insurance** as a result of being incapacitated due to ill-health, **we** will contribute towards **your** or a **named insured person's** alternative transportation costs, up to a maximum of £3,000 and for a maximum period of 12 months.

## Foreign use

**We** will cover **you** or a **named insured person** on a **vehicle** for trips to countries within the **territorial limits** commencing during the **period of insurance**. **We** must be notified if any trip is to exceed 90 days.

The **certificate** will provide evidence that the compulsory insurance laws within the **territorial limits** are met with.

**Your excess** does not apply to this additional cover.

## Child car seats

If **you** or a **named insured person** has a child car seat in an **insured vehicle** and the **insured vehicle** is involved in an accident during the **period of insurance** involving impact damage, **we** will replace the child car seat with a new one of equivalent quality even if the child car seat itself is not damaged.

The **vehicle excess** does not apply to this cover.

## Personal registration plate cover

If **your** or a **named insured person's vehicle** has a personalised registration number and the **vehicle** is stolen during the **period of insurance** and not recovered, **we** will pay up to £5,000 for the loss of use of the personal registration plate. When **we** pay for this loss, the personal registration plate and its use becomes **our** property.

**You** may repurchase the personal registration plate from **us** when the DVLA re-issue the plate for no more than the settlement amount.

**Your excess** does not apply to this additional cover.

## Trailers

We will pay up to £5,000 during the **period of insurance** for theft or physical damage to a trailer or non-motorised Horsebox, which you or a **named insured person** own or are legally responsible for.

Your **excess** does not apply to this additional cover.

## Identity theft

We will cover you or a **named insured person** for the following expenses incurred as a direct result of an **identity fraud** involving a **vehicle**:

- solicitor fees to defend a claim against you or a **named insured person** by financial institutions, to remove incorrect judgments, to challenge a consumer credit rating or to witness your or a **named insured person's** signature;
- the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;
- fees charged when you or a **named insured person** re-apply for a loan that was originally rejected;
- your or a **named insured person's** lost earnings because of time off work to talk to the police, financial institutions or credit agencies.

We do not cover **identity fraud** connected with your business, your profession or your occupation.

The most we will pay is £15,000 during the **policy** period.

## Disablement

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

## Carjacking and road rage

We will pay for the reasonable costs, as agreed by us, shown below which are incurred by you, a **named insured person** whilst driving a **vehicle** with your permission as a result of any one road rage or carjacking **occurrence** within the **territorial limits**:

- a. up to £5,000 per person in respect of medical expenses incurred due to injuries sustained in a carjacking **occurrence** within 6 months of the carjacking **occurrence**;
- b. up to £5,000 per person in respect of psychiatric services as prescribed by a physician, psychologist or other mental health professional as a result of a carjacking **occurrence** incurred within 6 months of the carjacking **occurrence**;
- c. up to £5,000 per person in respect of loss of income.

The maximum we will pay during the **period of insurance** for all carjacking and road rage expenses is £20,000. Your **excess** does not apply to this additional cover.

## No claims discount protection

This cover may apply to one or more of your **vehicles** if the additional premium for **no claims discount** protection has been paid and the cover is shown in your **schedule**. For a **vehicle** to be eligible for protected **no claims discount** it must already be subject to a maximum **no claims discount**. If a **vehicle** has **no claims discount** protection we will only reduce your **no claims discount** following a claim under your **policy** if you have more than one blame loss which in our opinion you are responsible for in a three year period. This additional cover is not a guarantee against a premium increase or decrease at renewal.



## Personal accident cover

We will pay **you** or a **named insured person**, or the applicable estate, £30,000 for bodily injury in the event that an accident during the **period of insurance** involving an **insured vehicle** is the sole cause of:

- death;
- **loss of limb**;
- **loss of sight** in one or both eyes; or
- a career ending injury if **you** or a **named insured person** is a professional sports person.

For the purpose of this cover a career ending injury means irrecoverable disablement which permanently and totally incapacitates a **named insured person** for a continuous period of 12 months, and the **named insured person** is medically determined to have no likely hope of improvement sufficient to participate in their sport ever again.

We do not provide this additional cover if the accident is caused directly or indirectly whilst **you** or a **named insured person** is **under the influence**.

**Your excess** does not apply to this additional cover.

## Road fund licence

If following a covered loss **your** or a **named insured person's vehicle** is declared a **total loss** we will pay for the unexpired portion of the road fund licence unable to be recovered from the licencing authorities.

**Your excess** does not apply to this additional cover.

## Multiple vehicle excess

If a **vehicle** is involved in an accident with another **vehicle** **you** will only pay the higher of the **vehicle excesses** once.

## Motor trade, valet services and chauffeurs

If a **vehicle** is involved in an accident whilst being driven by an individual involved in the motor trade, an individual providing a valet service or a chauffeur not listed as a **named insured person**, we will not apply the **vehicle excess**.

## Driving other cars

If over the age of 25, **you** or a **named insured person** will be covered under Sections 6, 7, 8, 9 and 10 of this **policy** whilst driving another vehicle unless stated otherwise or an exclusion applies.

This additional cover only applies if the vehicle concerned:

- is not owned by **you** or a **named insured person**;
- is not available for the regular use of **you** or a **named insured person**;
- is registered with the DVLA and is being driven in the **United Kingdom**;
- is not being hired by any person other than **you**; and
- is not listed in **your schedule**;
- has active insurance in place in the name of the registered owner or the keeper of the vehicle.

If **you** or a **named insured person** is under the age of 25, only Sections 8, 9 and 10 of **your policy** will apply whilst driving another vehicle.

This additional cover is secondary to any other insurance that applies at the time of a loss.

## **Uninsured drivers**

If an **insured vehicle** suffers loss or damage caused by an uninsured driver or a third party that is untraceable **we** will not reduce **your no claims discount** provided **you** have made all reasonable attempts to obtain the third party's details and **we** reasonably consider the accident not to be **your** or an **insured person's** fault.

In addition, **we** will not apply the **vehicle excess** if a **named insured person** is involved in a non fault accident with an uninsured third party.

## VIII. Liability

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Your most recent **schedule** will show if third party liability cover applies to **your vehicles**. A **certificate** will have been issued for each **vehicle** that has third party liability cover and the **certificate** should be kept in **your vehicle**.

This section provides **you** and an **insured person** with third party liability cover as detailed below and applies whilst driving an **insured vehicle** anywhere in the **territorial limits**.

The defined terms, general terms and conditions and the general exclusions all apply to this section.

### What is covered

This **policy** provides **you** and an **insured person** with legal liability cover to compensate others for injury, death or damage to third party property (including the loss of use of damaged property) arising from the use of an **insured vehicle** (including a trailer or caravan whilst attached to an **insured vehicle**) during the **period of insurance**.

### Amount of cover

The most **we** will pay for third party property damage is £20,000,000 for any one **occurrence**.

The amount **we** will pay for injury or death of a third party, or injury or death of a passenger travelling in an **insured vehicle** is unlimited.

### Defence cover

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

## IX. Motor Legal Expenses Cover

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This section of **your policy** provides a **named insured person** with motor legal expenses cover whilst driving an **insured vehicle** within the **territorial limits**.

Motor legal expenses cover is arranged by **Lawshield** with UK General Insurance Limited who is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101.

**You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/> or by calling the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

This insurance is arranged by **Lawshield** & underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

The General Terms, General Conditions and General Exclusions all apply to this section.

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

### Special definitions applying to this section of your policy

#### Claims adjuster

Any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by the **insurer** to act for the **named insured person**.

#### Insured incident

A road traffic accident for which **you** are not at fault (excluding claims for theft or fire) occurring within the **period of insurance** and **territorial limits** which results in:

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

#### Insurer

UK General Insurance Limited on behalf of Great Lakes Insurance SE.

#### Legal costs and expenses

Fees, costs and disbursements reasonably incurred by the **insurer**, any **claims adjuster**, **solicitor**, or other appropriately qualified person appointed to act for **named insured person** with the **insurer's** consent chargeable on the standard basis, or in accordance with the Fixed Recoverable Costs scheme if appropriate. Also covered are the costs of any civil proceedings incurred by an opponent for which the **named insured person** may be liable by order of a court or by agreement with the consent of the **insurer**. The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £10,000. The rules set out how legal fees are calculated for these cases, where **solicitors**

costs are payable by the **insurer**, these will be on the **standard basis** as defined by the CPR (Civil Procedure Rules) and would be limited to £125.00 per hour including VAT **solicitors** time, and £12.50 including VAT for each letter sent out.

Prospects of success

Reasonable prospects are considered to be 51% or better chance of success.

#### **Small claims limit**

The limit set by the Ministry of Justice in the Civil Procedure Rules Part 26.6 below which legal proceedings for a claim for damages due to personal injury are allocated to the **small claims track**.

#### **Small claims track**

The process and procedures set out in the Civil Procedure Rules Part 27 for dealing with legal claims where the value of the claim is below the **small claims limit** the claim is allocated to the **small claims track** by the court.

#### **Solicitor**

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

#### **Standard basis**

The assessment of costs which are proportionate to **your** claim.

## **What is covered**

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

The **legal costs and expenses** of pursuing civil claims arising from an **insured incident** relating to the use of an **insured vehicle** or any other vehicle attached and being towed by the **insured vehicle**.

## **How much insurers will pay**

The maximum amount **insurers** will pay for all **insured incidents** which are related in time or by cause after aggregation of the **legal costs and expenses** of both **you** and any opponents insofar as **you** are liable to pay them is £100,000.

## **Special exclusions applying to this section**

In addition to the **policy** general exclusions the following additional exclusions apply to this part of **your policy**.

The **insurer** will not be liable for:

- claims where there are no prospects of success.
- parking or obstruction offences.
- claims arising from driving **under the influence** of alcohol or drugs.
- **legal costs and expenses** where they consider that the **named insured person** will not get a reasonable and proportionate settlement or if any expected settlement is small compared to the time and expense involved.
- **legal costs and expenses** where the estimated value of any damages for the personal injury the **named insured person** suffers does not exceed the small claims limit.
- **legal costs and expenses** incurred prior to the **insurer's** acceptance of a claim.
- claims arising from any deliberate, criminal act or omission by the **named insured person**.
- **legal costs and expenses**, fines or other penalties which the **named insured person** is ordered to pay by a Court of Criminal Justice.

- incidents involving an **insured vehicle** owned or driven by the **named insured person** who was not in possession of a valid driving licence or the **insured vehicle** was not covered by a valid test certificate where appropriate or was not in a roadworthy condition.
- motor vehicles used by or on behalf of the **named insured person** for racing, rallies, competitions or trials of any kind.
- claims arising from the **insured vehicle** not being used in accordance with the terms and conditions of **your policy**.
- **legal costs and expenses** where Fixed Recoverable Costs have already been recovered by the solicitor.

The **insurer** will not be liable for the **legal costs and expenses** of pursuing an action arising from an incident that occurs within the **territorial limits** under the jurisdiction of any court other than the courts in the **territorial limits**, except that the **insurer** will be responsible for **legal costs and expenses** incurred with their prior approval in enforcing or attempting to enforce a judgment obtained from a court within the **territorial limits** against a defendant resident elsewhere.

The **insurer** will not be liable for **legal costs and expenses** in respect of **insured incidents** during trips to foreign countries within the **territorial limits** commencing during the **period of insurance**, when the period of any such trip to these countries is intended to exceed 90 days, unless the **insurer** have agreed to extend coverage under the **policy** to apply to such trip.

The **insurer** will not provide any cover for:

- Terrorism UK risks - Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- War - Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- Radiation - Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Electronic data - Any consequence, howsoever caused, including but not limited to Computer Virus or Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

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

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

## Special conditions applying to this section

Compliance by the **named insured person** with the following provisions and with each and all of the terms in the **policy** shall be a condition of this insurance.

Legal costs and expenses payable are in no way affected by an agreement, undertaking, promise made or given by the **named insured person** to the **solicitor**.

The insurance under this section does not cover an appeal unless the **insurer** are notified in writing by the **named insured person** not later than six working days before the time for making an appeal expires and the **insurer** consider that there are prospects of such an appeal succeeding.

Where indemnity is requested and granted to any person mentioned in the **schedule**, then the terms and conditions and exclusions of this section apply equally to such persons as they do to the **named insured person**.

The insurance under this section may be cancelled at any time at the request of the **insurer** or **DUAL Corporate Risks Limited** in writing by sending fourteen days notice where there is a valid reason to do so. A cancellation letter will be sent to **you** at **your** last known address.

Valid reasons may include but are not limited to:

- a. Where **we** reasonably suspect fraud;
- b. Non-payment of premium;
- c. Threatening and abusive behaviour; or
- d. Non-compliance with **policy** terms & conditions;
- e. **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** ask.

If **we** cancel the **policy** and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the **policy** immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your policy** being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your policy** is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

**You** must take reasonable care to: supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the **policy**; to make sure that all information supplied as part of **your** application for cover is true and correct; tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide information that is accurate and complete answers to the questions **we** ask when **you** take out, make changes to and renew **your policy**. If any information **you** provide is not accurate and complete, this may mean **your policy** is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** or the administrator as soon as possible.

## Fraud

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your policy**;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the **policy**, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- if **your** claim is in any way dishonest or exaggerated.

**We** will not pay any benefit under this **policy** or return any premium to **you** and **we** may cancel **your policy** immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

## Claims notification

Where the **named insured person** presents a claim under this section of the insurance they must submit to the **insurer** a complete and truthful report of the facts of the matter which is the subject of the claim indicating any potential witnesses and any documentary or other evidence of which he or she is aware. The **named insured person** must ensure that the **insurer** are advised of the claim within 180 days of the occurrence of the incident.

There is no cover where failure to report the claim within 180 days adversely affects the prospect of success in recovering damages (or getting any other legal remedy that we have agreed to) or of making a successful defence.

## Prospects of success

If at any stage the **insurer** decide that **your prospects of success** are not sufficient and/or an alternative course of action is appropriate and/or under the terms of the **policy** the claim is not admissible then the **insurer** will inform **you** in writing of their decision and the reason behind their decision. Having informed **you** of this and subject to the **policy** conditions the **insurer** will not be bound to pay any **legal costs and expenses** and may discontinue cover for the **insured incident**.

## Representation

1. The **insurer** can take over, and carry out in **your** name action to take or defend any claims.
2. The **insurer** will have complete control over how legal proceedings are carried out. Before the issuing of legal proceedings, a **solicitor** from their panel will be appointed. the **insurer** will appoint **solicitors** to act on **your** behalf to prosecute, defend or settle any claim accepted under the terms of this section of cover.

Should legal proceedings need to be issued, **you** do not have to accept the **solicitor** the **insurer** have chosen. If **you** cannot agree a suitable **solicitor** with the **insurer**, **you** can refer **your** choice of **solicitor** to arbitration in line with the conditions of this section of cover. **You** must let the **insurer** know in writing about the full name and address of a **solicitor** who **you** want to act for **you**. If there is a dispute about the choice of **solicitor**, the **insurer** will choose one whilst arbitration takes place. If the **insurer** are insuring two or more people for one claim, **you** may choose **solicitors** and send their name and address to the **insurer** before they agree to pay any **legal costs and expenses**.

3. In choosing **your solicitor**, **you** must try and keep the cost of any legal proceedings as low as possible.
4. Before the **insurer** accept **your** choice of a **solicitor**, or if **you** fail to choose a **solicitor**, the **insurer** will be entitled to instruct a **solicitor** on **your** behalf.
5. Where the uninsured loss does not exceed the current level of the Small Claims Court and is not in respect of a claim for damages for personal injury the **insurer** may investigate the circumstances of the claim and attempt to obtain settlement with **your** prior consent (such prior consent must not be unreasonably withheld). the **insurer** will not be liable to provide representation on **your** behalf at any court proceedings where the amount involved in respect of the uninsured loss does not exceed the current level of the Small Claims Court.

Notwithstanding the above, **we** reserve the right to provide representation in the Small Claims Court if **we** consider that it is appropriate in all the circumstances of the case for there to be such representation.

## Claims procedure

To make a claim, call:

From within the UK: 0333 043 1313

From outside the UK: +44 1925 422 711

1. The **insurer** will have direct access to the **solicitor** at all times and the **named insured person** will co-operate fully with the **insurer** in all respects and will keep the **insurer** fully and continually informed of all material developments in the legal representation of proceedings. At the **insurer's** request the **named insured person** shall instruct the **solicitor** to produce to the



**insurer** any documents, information or advice in their possession and further shall give them such other instructions in relation to the conduct of their claim as the **insurer** may require.

2. The **insurer's** written consent must be obtained prior to:
  - a. the instruction of Counsel to appear before a court (or tribunal) before which a **solicitor** has a right of audience;
  - b. the instruction of Queen's counsel;
  - c. the incurring of unusual experts fees or unusual disbursements;
  - d. the making of an appeal.
3. **Legal costs and expenses** payable are to be in no way affected by any agreement, undertaking or promise made or given by the **named insured person** to the **solicitor** or by either of them to any witness expert or agent.
4. The **named insured person** must co-operate fully with the appointed claims adjuster or **solicitors**.
5. The **solicitor** or **named insured person** will inform the **insurer** immediately in writing of any offer pursuant to Part 36 of the Civil Procedure Rules made with a view to settling the claim.
6. No agreement to settle on the basis of both sides paying their own costs is to be made without the **insurer's** approval.
7. If any offer or pursuant to Part 36 of the Civil Procedure Rules is not accepted by the **named insured person** but the amount thereof is equal to or in excess of the total damage eventually recovered by them, the **insurer** will have no liability in respect of any further **legal costs and expenses** or opponent's civil costs. This is unless upon being notified of the offer pursuant to Part 36 of the Civil Procedure Rules the **insurer** agree to the continuance of the proceedings (such agreement not to be unreasonably withheld) and the **insurer** has the right to require the **named insured person**, at the **insurer's** request, to instruct his or her **solicitor** to obtain Counsel's opinion on the merits of the claim or defence thereto or on an offer pursuant to Part 36 of the Civil Procedure Rules made by an opponent or proposed by the **named insured person** or whether there are reasonable grounds for continuing the proceedings prior to granting or refusing such Agreement.
8. At the **insurer's** request the **named insured person** will require the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
9. If for any reason the **solicitor** refuses to continue to act for the **named insured person** or if the **named insured person** withdraws his or her claim from the **solicitor**, the **insurer's** liability will cease forthwith unless they agree to the appointment of an alternative **solicitor** to continue with the claim pursuant to the procedure contained in terms and conditions of the **policy**, but the **insurer** will have no liability to meet the additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.
10. If the **named insured person** unreasonably withdraws from a claim without the prior agreement of the **insurer**, then the **legal costs and expenses** will become the responsibility of the **named insured person** and the **insurer** will be entitled to be reimbursed by the **named insured person** for any costs paid or incurred during the course of the claim including any **legal costs and expenses** the **insurer** consider they are obliged to pay as a result of the **named insured person** withdrawing from the claim.

## Contribution

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

## Recovery

The **named insured person** claiming under this section will take or have taken on their behalf every available step to recover from their opponents **legal costs and expenses** payable under the **policy** and such **legal costs and expenses** must be paid to the **insurer**.

## Arbitration

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a **solicitor** or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this **policy**.

This arbitration condition does not affect **your** rights to take separate legal action. If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

## Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk). **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

If **you** have purchased the insurance **policy** online, **You** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

## Lawshield UK Limited Privacy Notice

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

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

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a **policy**. **We** refer to these individuals as “**you/your**” in this notice. **We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

## Why do we process your data?

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

## What information do we collect about you?

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

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

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

Alternatively, **you** can write to **us** at:  
Compliance Department  
Lawshield UK Limited  
1210 Centre Park Square  
Centre Park  
Warrington, WA1 1RU.

## UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as “**we/us/our**” in this notice. **Our** data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

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

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

### Why do we process your data?

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

### What information do we collect about you?

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

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

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

## UK General’s full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing **us** at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk).

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

Data Protection  
UK General Insurance Ltd  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds, LS10 1RJ.

## X. European Motor Breakdown Assistance

This European Motor Breakdown Assistance Cover is underwritten by **Brit Syndicate 2987 at Lloyd's**, provided by **ARAG plc** and serviced by **Call Assist**.

This section of **your policy** provides roadside assistance, vehicle recovery, home assist, overnight accommodation, alternative travel, European assistance, and message relay as detailed below for any **eligible vehicle** within the **territorial limits**.

The General Terms, General Conditions and General Exclusions all apply to this section of the **policy**.

### What is covered

We will cover **breakdowns** during the **period of insurance** where an **insured person(s)** is travelling in an **eligible vehicle** or another person is driving **your insured vehicle** with **your permission** at the time of the **breakdown**. We agree to provide the assistance services in this section of the **policy** keeping to the terms, conditions and exclusions as long as the **breakdown** happens during the **period of insurance** and within the **territorial limits**.

### Special definitions applying to this section

<b>Breakdown</b>	An electrical or mechanical failure, accident, vandalism, fire, theft or attempted theft, flat battery, ignition key breakage or loss, accidental damage to tyres, running out of fuel or putting the wrong fuel in <b>your eligible vehicle</b> , occurring during the <b>period of insurance</b> which immediately renders the <b>eligible vehicle</b> immobile.
<b>Eligible Vehicle</b>	The car, motorcycle, van, horsebox, or campervan in which an <b>insured person</b> is travelling at the time of the <b>breakdown</b> , or any car, motorcycle, van, horsebox, or campervan which is listed as an <b>insured vehicle</b> on the <b>certificate</b> which displays UK registration plates and is ordinarily kept in the UK.
<b>Insured person(s)</b>	<b>You</b> or any driver who is named on the <b>certificate</b> .
<b>Recovery Operator</b>	The independent technician <b>we</b> appoint to attend the <b>breakdown</b> .
<b>Territorial limits</b>	The <b>European Union</b> , the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).
<b>We, us, our</b>	In respect of this section of <b>your policy</b> , <b>Call Assist</b> and/or <b>ARAG plc</b> who is authorised under a binding authority agreement to administer this insurance on behalf of the insurer, <b>Brit Syndicate 2987 at Lloyd's</b> , (or appointed agents on its behalf).

### Services provided

<b>1. Roadside Assistance</b>	We will pay the callout charge and up to one hour's labour costs for a <b>recovery operator</b> to attend the scene of the <b>breakdown</b> , and where possible, carry out emergency repairs.
<b>2. Vehicle Recovery</b>	If the <b>eligible vehicle</b> cannot be repaired within one hour at the scene of the <b>breakdown</b> , <b>we</b> will pay for the cost of transporting the <b>eligible vehicle</b> , the driver and up to 7 passengers to a suitable repairer, <b>your home address</b> , or the <b>insured person's</b> original destination.
<b>3. Home Assist</b>	We will send help to <b>your home address</b> in the event of a <b>breakdown</b> . If, in the opinion of the <b>recovery operator</b> , they are unable to repair the <b>eligible vehicle</b> at the roadside, <b>we</b> will arrange and pay for the <b>eligible vehicle</b> and the driver to be transported to the nearest garage which is able to undertake the repair.
<b>4. Overnight Accommodation</b>	If <b>we</b> decide to provide overnight accommodation <b>we</b> will pay up to £100 per person for one night for the driver and up to 7 passengers. <b>You</b> must pay the hotel bill, but <b>we</b> will pay <b>you</b> back on receipt of the relevant bill(s) subject to the £800 limit.

5. Alternative Travel	<p>If the <b>eligible vehicle</b> is taken to the nearest garage able to undertake the repair and the repair cannot be completed within the same working day, <b>we</b> will pay up to £250 towards the cost of alternative transport or car hire. <b>We</b> will also pay the cost of a single standard rail ticket for one person to return and collect the <b>eligible vehicle</b>. This service can only be used to complete a journey whilst the <b>eligible vehicle</b> is being repaired a minimum of 25 miles away from <b>your</b> home address.</p>
6. Misfuelling	<p>If <b>your eligible vehicle's</b> fuel tank is filled with the incorrect type of fuel, it may be necessary to carry out a drain and flush of <b>your eligible vehicle's</b> fuel tank at the roadside if possible or at a suitable garage where this is not possible. Occasionally misfuelling <b>your eligible vehicle</b> can cause extensive damage which a fuel drain and flush will not rectify. If <b>you</b> would prefer for the fuel drain and flush to be carried out by <b>your</b> preferred repairer, <b>our</b> operator will arrange for <b>your eligible vehicle, you</b> and <b>your</b> passengers to be recovered to a repairer of <b>your</b> choice within 10 miles of the <b>breakdown</b>. <b>You</b> must pay initially and <b>we</b> will reimburse <b>you</b> when <b>we</b> are in receipt of a valid invoice/receipt. The most <b>we</b> will pay is the cost of 10 litres of correct fuel and not more than £250 in total for each claim under Misfuelling.</p>
7. Keys	<p>If <b>you</b> lock <b>your eligible vehicle</b> keys within <b>your eligible vehicle</b> and are unable to obtain a spare set on the same day, <b>we</b> will pay the call-out fee for a <b>recovery operator</b> who will attempt to retrieve the key where this is possible.</p> <p>If the <b>recovery operator</b> is unable to retrieve <b>your</b> key it is often possible to provide a replacement key at the scene. <b>You</b> will have to pay for the replacement key.</p> <p>If it is not possible to retrieve a locked-in key or if <b>you</b> have lost or broken <b>your</b> key and are unable to obtain a replacement key at the scene; if <b>you</b> are away from <b>your</b> home address <b>we</b> will pay the mileage charges to a place where <b>your eligible vehicle</b> can be stored securely, or <b>your</b> home address if it is nearer.</p>
8. European Assistance	<p>This section applies to any <b>breakdown</b> occurring outside the UK.</p> <p><b>We</b> will pay the callout charge and up to one hour's labour costs for a <b>recovery operator</b> to attend the scene of the <b>breakdown</b> and either carry out emergency repairs or transport the <b>eligible vehicle</b>, the driver, and up to 7 passengers to the nearest garage able to undertake the repair.</p> <p>If the <b>eligible vehicle</b> cannot be repaired within 48 hours or by <b>your</b> intended departure, whichever is the later, <b>we</b> will arrange for the <b>eligible vehicle</b>, the driver and up to 7 passengers to be transported to <b>your</b> home address. During this period <b>we</b> will reimburse the costs of alternative accommodation and alternative transport up to the value of £750 when <b>we</b> have received a valid receipt. Payment will be made in accordance with the exchange rate on the date of the claim.</p> <p>Due to local regulations and customs, the <b>insured person</b> may be required to provide copies of their driver's licence and the V5C registration document for the <b>eligible vehicle</b>. <b>You</b> will be held liable for any costs incurred if copies of the <b>insured person's</b> driver's licence or V5C registration document are not immediately available.</p> <p>Due to differing national standards and infrastructures abroad assistance may take longer in arriving. <b>We</b> will not be held liable for any delays encountered. In the event of a <b>breakdown</b> occurring on a continental motorway or major public road, <b>we</b> are sometimes unable to assist and <b>you</b> will often need to obtain assistance via the SOS phones. The local services will tow the <b>eligible vehicle</b> to a place of safety and <b>you</b> will be required to pay for the service immediately. <b>You</b> can then contact <b>us</b> for further assistance. <b>We</b> will pay a maximum of £200 towards reimbursement of these costs when <b>we</b> have received a valid receipt. Payment will be made in accordance with the exchange rate on the date of the claim.</p>
9. Message Relay	<p>When <b>you</b> claim for any <b>breakdown</b> <b>we</b> will forward a message to a member of <b>your</b> family, friend or work colleague if <b>you</b> would like this.</p>

## When we cannot help

Our approved agents cannot work on **your eligible vehicle** if it is unattended. Please do not arrange assistance before we have agreed. If you do, we will not pay the costs involved.

## Special exclusions

### The breakdown of the eligible vehicle:

- if it has knowingly been driven in an unsafe unroadworthy condition;
- which occurs while the **eligible vehicle** is being used for motor racing, trials, rallying, pace-making or speed testing or for hire or reward;
- if it exceeds 3,500 kg gross vehicle weight, 5.18 metres long, 1.905 metres wide, or 2.44 metres high;
- if it cannot be reached due to sand, mud, snow, or flood;
- where we have provided assistance for any symptoms related to a claim which has been made within the last 28 days, unless the **eligible vehicle** has been fully repaired at a suitable garage, declared fit to drive by the **recovery operator** or is in transit to a pre-booked appointment at a suitable garage.

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### The cost of:

- any vehicle storage charges incurred when **you** are using **our** services;
- removing contaminated fuel, supplying replacement parts, fluids or fuel or any other materials used in repairing **your eligible vehicle**;
- any other repairs except those at the scene of the **breakdown**;
- replacing broken windows or keys;
- parking charges or fines;
- anything which **you** would have incurred had no claim arisen;
- any charges arising from an **insured person's** failure to comply with **our** instructions or **our** approved agents' instructions in respect of the assistance being provided;
- any costs incurred before **you** have notified **us** of the **breakdown**;
- any **eligible vehicle** which cannot be recovered by a standard trailer or transporter;
- the recovery of a caravan or trailer on tow which exceeds 7 metres/23 feet in length (not including the length of the A frame or hitch).

## Special conditions applying to this section

An **insured person** must keep to the terms and conditions of this section of the **policy**.

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

We can cancel this section of the **policy** at any time and we will always do so after we have dealt with **your** sixth claim in the **period of insurance**.

An **insured person** must be present with the **eligible vehicle** when the **recovery operator** arrives.

We will make every effort to provide the service at all times, but we will not be responsible for any liability arising from **breakdown** of the service.

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

This **policy** does not cover any damage to the **eligible vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. We will not pay for any losses that are not directly covered by the terms and conditions of this **policy**. For example, we will not pay for **you** to collect the **eligible vehicle** from a repairer or for any time that has to be taken off work because of a **breakdown**.

If the **eligible vehicle** is beyond economical repair we have the option to offer the **market value** of the **eligible vehicle** to **you** and pay for alternative transport home.



## **AXA ART Europe Limited**

20 Gracechurch Street - London EC3V 0BG

Authorised and regulated by the Financial Conduct Authority

Registered in England and Wales No. 02747949

Registered Office

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