



Vehicle Collector Policy

FJ/PW/AZ/01/10/2020/V8805



Introduction

Thank you for choosing this Footman James Vehicle Collector Policy.

This policy is arranged by Footman James (a trading name of Towergate Underwriting Group Ltd) and is underwritten by American International Group UK Limited, save for legal expenses insurance cover which is arranged by Lawshield UK Ltd and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE.

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

Cover for each section will only be in operation where indicated on **your** policy schedule.

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

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



David Bond
Director, Footman James

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Insurer Information

Azur Underwriting Limited distributes this policy on behalf of American International Group UK Limited, Lawshield UK Limited and UK General Insurance SE.

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

Other than for Motor Legal Expenses Cover **your** policy is underwritten by American International Group UK Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN 781109). Registered in England: company number 10737370. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB. This can be checked by visiting the Financial Services Register. (<https://register.fca.org.uk/>)

Motor Legal Expenses Cover

Is arranged by Lawshield UK Ltd and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE.

Lawshield UK Ltd is authorised and regulated by the Financial Conduct Authority. Firm number 306793.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm number 310101. **You** can check 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.

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. 7679884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Footman James is a trading name of Towergate Underwriting Group Limited, registered in England and Wales with company number 4043759. Authorised by the Financial Conduct Authority and listed on the Financial Services Register under registration number 313250. Registered Office: 2 Minster Court, Mincing Lane, London, EC3R 7PD.

How Footman James uses your data

Footman James, a trading name of Towergate Underwriting Group Limited is the Data Controller of the personal data (information) **you** provide to us. We may share **your** information within The Ardonagh Group. We will use **your** personal information to:

- assess and provide the products or services that **you** have requested
- communicate with **you** in relation to servicing and administering **your** product
- develop new products and services
- undertake statistical analysis to help us improve our services and products
- provide additional assistance for these products or services
- notify **you** of important changes to products and functionality changes to our websites.

Only where **you** have provided us with consent to do so, we may also from time to time use **your** information to provide **you** with details of offers relating to additional products and services from The Ardonagh Group.

We follow strict security procedures in the storage and disclosure of **your** personal information in line with industry practices.

Further information is included in our Fair Processing Notice full details of which can be found here <http://www.towergate.com/fair-processing-notice>. This gives **you** more information on who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs **you** of certain rights **you** have regarding **your** personal information. If **you** are unable to access this website, we can send the Fair Processing Notice to **you** at no cost. **You** can also contact us for general data protection queries via email to DataProtection@ardonagh.com or in writing to the Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 2 Minster Court, Mincing Lane, London, EC3R 7PD.

How we use personal information

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

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

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

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

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

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

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

Your rights – **You** have a number of rights under data protection law in connection with **our** use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend **our** use of data. These rights may also include a right to transfer **your** data to another organisation, a right to object to **our** use of **your** Personal Information, a right to request that certain automated decisions **we** make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about **your** rights and how **you** may exercise them is set out in full in **our** Privacy Policies (see below).

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

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

The motor insurance database

Information relating to this insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency Northern Ireland (DVANI), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

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

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

Fraud prevention and detection

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

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

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

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

Part I - Definitions

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

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

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

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

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

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

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

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

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

Loss of a limb means:

In the case of a leg or **lower limb**:

- a) loss by permanent amputation of the entire leg, or entire foot; or
- b) permanent, total and irrecoverable loss of use of a complete leg or foot.

In the case of an arm or **upper limb**:

- a) loss by permanent amputation of the entire arm or the entire hand (four fingers and the thumb); or
- b) permanent, total and irrecoverable loss of use of a complete arm or hand.

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

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

Lower Limb – means the thigh, knee, leg below the knee, ankle and foot.

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

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

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

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

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

Permanent total disablement. For an insured person who is in employment for which they receive regular income at the date of the accident, the inability of the insured person to continue in any occupation which in all probability will continue for the rest of their life. For an insured person who is not in employment for which they receive regular income at the date of the accident, the inability to work in any gainful employment and which in all probability will continue for the rest of their life.

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

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

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

Road rage means **bodily injury to you**, a **family member** or **named driver** caused by a violent person who is not a **family member** or a **named driver** while **you** are in a **vehicle**.

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

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

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

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

Upper Limb – means the arm below the shoulder, the elbow, forearm, wrist and hand.

Vehicle means:

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

Part II - Making a claim

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

If **you** need to notify **us** of a potential claim under any section of **your** policy one of **our** dedicated claim specialists will be able to advise on policy cover and agree with **you** on how best to resolve the situation quickly and to **your** satisfaction.

Our claims specialists are available to take **your** call 24 hours a day, 7 days a week.

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

You will need to provide **your** name and **your** policy number at the time of reporting a potential claim. Calls may be monitored or recorded to improve **our** service and for security or regulatory purposes.

A. MOTOR VEHICLE CLAIM

To make a claim under any of the sections of this policy please contact **us** as follows:

Telephone: +44 (0)20 3319 8999

Email: pcgclaims@azurpcg.com

In writing: Private Client Group Claims Azur, Linen Court, 10 East Road, London, N1 6AD.

B. WINDSCREEN CLAIM

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

Telephone: +44 (0)20 3319 8999

You may also use **your** preferred supplier.

C. LEGAL EXPENSES CLAIM

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

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

Phone: +44(0)3300 538 953

Email: claims@lawshield-uk.com

Part III - Vehicle

A. BASIS OF COVER

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

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

B. PAYMENT OF A LOSS

Excess

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

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

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

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

1. Total loss

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

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

The **vehicle** shall be deemed to be a total loss when in **our** opinion it is beyond economical repair or is deemed unsafe by **us**. Following a total loss settlement, **you** may request the opportunity, where legislation permits, to retain the **vehicle** salvage, subject to **us** deciding on any deduction from the claims settlement. **You** may only retain ownership of the salvage if the **vehicle** is subject to a Category S or N total loss (for further information on insurance write off categories please refer to <https://www.gov.uk/scrapped-and-written-off-vehicles/insurancewriteoffs>). This is subject to industry and department of transport regulations which are subject to change and may supersede this policy.

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

No excess applies in the event of a total loss.

2. Classic car extended reinstatement cover

In the event of a total loss **we** will pay up to 110% of the **agreed value** shown in **your** policy schedule in order to reinstate **your vehicle** to the same condition immediately prior to the covered loss if:

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

In any event the payment made in excess of the **agreed value** will not exceed £250,000. Payment will only be made upon receipt and acceptance of reinstatement invoices agreed by **us** for **your vehicle**. In no event will **we** provide any cash payments.

3. Loss in value cover for classic cars

In the event of a partial loss where **your vehicle** is over 15 years old **we** will pay the cost of reinstating **your vehicle** to its condition immediately before the loss up to the **agreed value** shown in **your** policy schedule. If after the restoration the **market value** of the **vehicle** is less than its **agreed value** immediately before the loss, **we** will also pay the difference up to a maximum of £250,000 or 10% of the **agreed value** for that **vehicle**, whichever is the lesser amount.

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

4. Partial loss

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

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

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

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

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

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

5. New Vehicle replacement

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

- a. any repair cost or damage covered by the policy exceeds 60% of the **vehicle's United Kingdom** list price (including VAT) at the time of purchase; or
- b. **your vehicle** is stolen and not recovered within 30 days. Replacement is subject to:
 - a. **your vehicle** being owned by **you** or a **family member** or having been purchased by **you** or a **family member** under a hire purchase agreement;
 - b. the agreement of any interested hire purchase company;
 - c. **you** or a **family member** being the first registered keeper of the **vehicle**; or are the second registered keeper of the **vehicle**, where the **vehicle** has been pre-registered in the name of the manufacturer or supplying dealer, providing at the time of the purchase by **you** or a **family member**, the mileage was less than 250 miles, and
 - d. any salvage of the original **vehicle** becoming **our** property.

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

C. ADDITIONAL COVERS

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

1. Getting you to your destination

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

- a. onward transportation expenses up to a maximum of £250 to reach **your** intended final destination;
- b. overnight accommodation and meals up to a maximum of £500 for **you**, any **named driver** and the passengers if **you** are more than 50 miles from **your** nearest residence.

No excess applies to this cover.

2. Use of your vehicle outside the United Kingdom

You are covered to drive **your vehicle** anywhere within the **territorial limits**. If **you** take the **vehicle** on a journey to any country within the **territorial limits** that is outside the **United Kingdom**, the maximum duration of each journey must not exceed 90 days.

Cover for any other **vehicles you** or a **named driver** are allowed to drive under the certificate of insurance, is restricted to the **United Kingdom**.

3. Newly acquired private cars

We will cover **your** newly acquired private car not listed on **your** policy schedule for up to 5 calendar days after **you** acquire the **private car** provided that:

- a. the **private car** is owned by **you** or **your spouse** or has been purchased by **you** or **your spouse** under a hire purchase agreement and will be registered to **you** or **your spouse**;
- b. **you** request cover for the **private car** from **us** within 5 calendar days of acquiring it and pay **us** the additional premium from the date acquired;

The most **we** will pay is:

- a. the purchase price of the vehicle provided this is less than £500,000 or 10% of the total value of the **vehicle(s)** on **your** policy schedule, whichever is less, while a newly acquired **private car** is kept in a locked building or garage or whilst in transit by rail, sea, land (not under the **vehicle's** own power) or air and/or
- b. the purchase price of the **vehicle** provided this is less than £500,000 or 10% of the total value of the **vehicle(s)** on **your** policy schedule, whichever is less, while the newly acquired **vehicle** is driven by you or your spouse on the road on a fully comprehensive basis

We will not provide any cover under this additional cover for **private cars** with a value in excess of the above stated limits.

We reserve the right not to insure the newly acquired **private car** after the 5th calendar day following acquisition. Once **you** have notified **us** of the newly acquired **private car** we will add the details to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau where appropriate. This process can take up to 2 working days. Please be aware that, despite insurance being in force under your policy, the police may impound **your private car** until the details appear on the MID. Should this occur **we** do not accept any liability for the associated costs involved in releasing or reclaiming **your private car**.

4. Glasscover

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

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

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

5. Lock replacement

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

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

6. Replacement child car seats

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

No excess applies to this cover.

7. Loss of licence

If due to ill health **your** licence is revoked by the Driver and Vehicle Licensing Agency (DVLA) **we** will pay up to £1,500 towards the cost of alternative essential transport for a maximum period of 12 months provided that **your** policy cover remains in force throughout that period.

8. Loss of driving ability

If **you** or **your spouse** have **your** driving licence suspended by the DVLA due to ill health or are injured and owing to that injury are unable to drive following an accident that results in a valid claim under this policy **we** will pay up to £1,500

for alternative essential transport for a maximum period of 12 months provided that **your** policy cover remains in force throughout that period.

9. Loss of driving confidence

If **you** or **your spouse** is psychologically unable to drive following an accident that result in a valid claim under this policy, **we** will pay up to £1,500 for the cost of a rehabilitation driving course.

10. Vehicle tax disc cover

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

11. Permanent entertainment and navigational equipment

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

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

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

12. Personal possessions

We will pay for loss of personal possessions in or on **your vehicle** as a result of an accident, fire, theft or attempted theft up to a maximum of £2,500 unless the loss is already covered under any other current insurance policy. This cover does not include money.

13. Alloy wheel replacement

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

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

14. Upholstery replacement

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

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

15. Disability costs

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

16. Trailer cover

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

No excess applies to this cover.

17. Carjacking

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

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

18. Road rage

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

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

19. Uninsured drivers

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

20. Unattached vehicle accessories:

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

D. EXCLUSIONS

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

1. Act of war

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

2. Breakdown

We do not cover any loss or damage caused by:

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

3. Competitive racing / track use

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

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

4. Confiscation

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

5. Intentional acts

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

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

6. Loss of value

We do not cover a reduction in the value of a **vehicle** listed in **your** policy schedule following any repairs carried out in accordance

with this policy. Unless cover under Part III – Vehicle; Section B - Payment of loss; Item 3 - Loss in value cover for classic cars (located on page 11) applies

7. Other vehicles

We do not cover **you** for loss or damage arising out of the ownership, maintenance or use of any **vehicle** with less than three wheels. This exclusion does not apply to motorcycles listed on **your** policy schedule and for which a valid certificate of motor insurance or cover note has been issued. Separate terms and conditions will however apply.

8. Nuclear hazard

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

9. Radioactive, chemical or biological contamination

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

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

10. Sonic bangs

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

11. Terrorism

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

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

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

12. Vehicles airside

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

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

13. Vehicle used for a fee

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

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

14. Vehicle related services

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

15. Riot and civil commotion

We do not cover any loss or damage arising out of riot or civil commotion occurring elsewhere other than in the **United Kingdom** but excluding Northern Ireland

16. Contractual agreements

We do not cover any damages arising from contracts or agreements unless liability for such damages would have existed without the agreement.

17. Criminal or illegal acts

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

18. Driving whilst intoxicated

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

19. Cyber exclusion

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

Part IV - Third party liability

A. BASIS OF COVER

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

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

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

B. PAYMENT OF A LOSS

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

C. DAMAGES AND DEFENCE COVER

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

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

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

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

D. ADDITIONAL COVERS

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

1. Driving other cars

Cover for third party liability is also provided for **you** and **your spouse** when driving any private motor **vehicle** not listed in **your** policy schedule provided that:

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

2. Emergency treatment

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

3. Medical expenses

We will pay the necessary **medical expenses**, up to a total of £500 for each person covered to drive under this policy, that are incurred within 36 months of a covered loss under this policy.

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

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

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

4. Spanish bail bond

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

5. Travelling abroad

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

6. Personal accident cover

In the event you or a **family member** sustains **bodily injury** that is caused whilst travelling in, getting into or getting out of any private motor **vehicle** or as a result of being subject to a **carjacking**; provided that the **bodily injury** results in death, **loss of a limb**, **loss of sight** or **permanent total disablement**; **we** will pay the maximum amount of £5,000; unless otherwise stated. The benefit payable for the death of a child is reduced to £2,500. In the event of **your** death, **we** will pay the benefit to **your estate**.

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

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

E. EXCLUSIONS

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

1. Intentional acts

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

2. Non-permissive use

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

3. Owned property

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

4. Other property

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

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

5. Employers' liability

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

6. Vehicles used for a fee

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

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

7. Other vehicles

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

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

8. Competitive racing / track use

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

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

9. Vehicle related services

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

10. Acts of war

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

purpose, or the consequences of any of these actions.

11. Nuclear hazard

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

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

12. Radioactive, chemical or biological contamination

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

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

13. Vehicles airside

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

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

14. Terrorism

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

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

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

15. Pollution

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

16. Contractual agreements

We do not cover any damages arising from contracts or agreements unless liability for such damages would have existed without the agreement.

17. Cyber exclusion

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

Part V - No Claims Discount

If this is a yearly contract, and **you** do not claim under this insurance and **you** have not been involved in an accident which has or may result in a claim against **you**, **we** will give **you** a discount on **your** renewal premium.

No Claims Discount between 1 and 4 Years - If **you** make only one claim in any period of insurance, any no claims discount which **you** have earned will be reduced at **your** next renewal, as shown in the following table.

Protected No Claims Discount 5+ Years – If **you** have 5 or more years No Claims Discount, **you** qualify for Protected No Claims Discount at no additional cost. No Claims Discount protection allows **you** to make two claims before **your** number of no claims discount years fall. Please see the following table for details.

No Claims Discount at next renewal date without NCD protection					
Current number of years No Claims Discount	1 claim in the next 12 months		2 or more claims in the next 12 months		
1 year	0 years		0 years		
2 years	0 years		0 years		
3 years	1 year		0 years		
4 years	2 years		0 years		
No Claims Discount at next renewal date with NCD protection					
Current number of years No Claims Discount	1 claim in any 5 Year period	2 claims in any 5 Year period	3 claims in any 5 Year period	4 claims in any 5 Year period	More than 4 claims in any 5 Year period
5+ years - Protected	5+ years - Protected	5+ years - Protected	3 years	1 year	0 years

No claims discount protection does not protect the overall price of **your** insurance policy. The price of **your** insurance policy may increase following an accident even if **you** were not at fault.

Part VI - Legal Expenses

This insurance is arranged by Lawshield UK Ltd & 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.

Lawshield UK Ltd is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited 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.

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.

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

The Insurer will not be able to help **you** unless there are **prospects of success** for recovering **your uninsured losses**.

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

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

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

Administrator - Lawshield UK Limited who arrange the services provided under this policy.

Claims adjuster - Any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by **us** to act for **you**.

Geographical Limits

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

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

Insured incident - A non-fault road traffic accident (excluding claims for theft or fire) occurring within the **period of insurance** and **geographical 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**.

Insured person - **You**, and any passenger or driver (who holds valid motor insurance in relation to the **insured vehicle**), who is in or on the **insured vehicle** with **your** permission. Anyone claiming under this section must have **your** agreement to claim.

Insured vehicle - The motor car, motor caravan, touring caravan, motorcycle, commercial **vehicle** and any other **vehicle** attached and being towed by the **insured vehicle**.

Legal costs and expenses - Fees, costs and disbursements reasonably incurred by **us**, any **claims adjuster**, **solicitor**, or other appropriately qualified person appointed to act for an **insured person** with **our** 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 an **insured person** may be liable by order of a court or by agreement with **our** prior consent.

Explanatory note: The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The rules set out how legal fees are calculated for these cases, where **solicitors** costs are payable by **us**, these will be on the **standard basis** as defined by the Civil Procedure Rules and would be limited to £125.00 including VAT per hour **solicitors** time, and £12.50 including VAT for each letter sent out.

Limit of indemnity – Section B 1: £150,000 is the maximum sum payable by the **insurers** 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. Section B 2: £150,000 is the maximum sum payable by the **insurers** in respect of Motor Prosecution Defence.

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

Period of insurance - This is the length of time covered by this insurance and any extra period which **we** accept **your premium** for.

Premium - The amount agreed by and payable to the **insurers**.

Prospects of success - Reasonable prospects are considered to be 51% or better chance of success. If at any stage **we** decide that the **prospects of success** are not sufficient and/or an alternative course of action is appropriate and/or under the terms and conditions of the policy the claim is not admissible, then **we** will inform the **insured person** in writing of **our** decision and the reason behind that decision. Having informed the **insured person** of this, and subject to the policy conditions, **we** will not be bound to pay any **legal costs and expenses** and may discontinue cover.

Solicitor - The **solicitor**, firm of **solicitors** or other appropriately qualified person, firm or company appointed to act for **you**.

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

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

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

We, us, our, Insurer(s) – UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

You, your - Any person domiciled in the **United Kingdom** who at the time of the **insured incident** has a current policy certificate issued by **us** or issuing intermediary and who has paid the appropriate **premium**, being the authorised driver of the main or towing **vehicle**.

B. INSURED INCIDENTS

1. Personal Injury & Uninsured Loss Recovery

We will pay up to the **Limit of Indemnity** for **legal costs and expenses** for legal proceedings started on an **insured person's** behalf and in connection with the following:

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

We will only provide cover if the **legal costs and expenses** and incident took place during the **period of insurance** and the incident leading to the **insured person's** claim is covered by a court in the **geographical limits**.

If **you** are awarded costs, **you** must use these to repay the amount **we** have paid out on **your** behalf in connection with the proceedings. However, **we** will pay all **legal costs and expenses** when **you** receive no costs or compensation. If the **legal costs and expenses** are greater than the amount **you** are awarded for those costs and expenses, **we** will pay the extra amount (up to the limit under this section).

2. Motor Prosecution Defence

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

- a) The date of **occurrence** (which for this purpose will be the date when the motoring offence occurred or is alleged to have occurred) is within the **period of insurance**.
- b) The **insured person** is facing suspension or disqualification of their driving licence, and
- c) There are **prospects of success** to secure a not guilty verdict.

3. Replacement vehicle hire

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

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

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

We will not pay:

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

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

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

4. Identity and registration theft

- a. **We** will provide an **identity and registration theft** telephone helpline service giving **you** detailed guidance and advice over the phone for any concerns about being or becoming a victim of **identity and registration theft** or about the illegal use of **your vehicle's** registration mark. For help, telephone +44 (0)300 303 3637. The helpline is open 8am-8pm, 7 days a week. Whilst cover for **identity and registration theft** is only available as specified in the **geographical limits**, if **your** identity is used or stolen while abroad **you** may still be able to access the advice available from the **identity and registration theft** helpline service although **we** cannot guarantee this service will be available.
- b. If **you** think **you** have been a victim of **identity and registration theft** **you** should call the telephone helpline service described at point (a) above. **We** will assign a personal caseworker who will provide telephone advice and a personal action plan to help restore **your** identity and credit status or stop fraudulent use of **your vehicle's** registration mark.
- c. Following use of the resolution service described at point (b) above, **we** will pay **legal costs and expenses** that become necessary to reinstate **your** identity. This includes the cost of signing statutory declarations or similar documents. **We** will represent **your** legal rights in a dispute with any party who takes legal action against **you** arising from or relating to **identity and registration theft**.
- d. **We** will pay the cost of telephone calls, faxes or postage incurred by **you** to communicate with the police, driver and vehicle licensing agency, transport agency, credit agencies, financial service providers or creditors; and the cost of replacing documents, re-registering **your vehicle** with the DVLA and purchasing a new number plate for **your vehicle**. Should **you** suffer loan rejection due to damage to **your** credit rating resulting from **identity and registration theft**, **we** will pay any re-application or administration fee relating to the loan rejection.

Provided that:

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

C. ADDITIONAL SERVICES

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

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

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

1. Eurolaw personal legal and tax advice service

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

To obtain assistance please telephone +44 (0)300 303 3637.

2. Counselling

The **administrator** will appoint a counsellor to provide an **insured person** with a confidential counselling service over the telephone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward referral to relevant voluntary or professional services. The **insured person** will pay any costs for using the services to which they are referred. To contact the counselling helpline, telephone the **administrator** on +44 (0)300 303 3637.

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

D. EXCLUSIONS

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

- a) Claims where there are no **prospects of success**.
- b) Parking or obstruction offences.
- c) Where a reasonable estimate of the **legal costs and expenses** is greater than the amount in dispute other than in relation to Uninsured Loss Recovery Claims.
- d) **We** will not cover a claim if the estimated value of any **damages** for the personal injury **you** have suffered is below the Small Claims Limit, as defined by the Ministry of Justice in the Civil Procedure Rules Part 26.6.
- e) If **we** have not agreed to the **legal costs and expenses** in advance.
- f) Claims arising from any deliberate, criminal act or omission by **you**.
- g) Claims which relate to fines and penalties awarded against **you** by a criminal court.
- h) Claims arising from driving under the influence of alcohol or drugs.
- i) Incidents involving an **insured vehicle** owned or driven by the **insured person**, where the **insured persons** were 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 road-worthy condition. For claims under What is Covered: Motor Prosecution and Defence the **insured persons** driving licence must have no more than 9 points on it at the date of events that would give rise to a claim under this insurance.
- j) The use of motor **vehicles** by or on behalf of the **insured person** for racing, rallies, competitions or trials of any kind.
- k) If **we** are not told about the claim within 180 days of the event which caused it.
- l) Claims arising from an **insured incident** that occurs outside the **geographical limits** except enforcement of a judgement obtained from a court within the **geographical limits** with **our** prior approval against a defendant who resides outside the jurisdiction of the court making the order.
- m) 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.
- n) Any direct or indirect consequence of **terrorism** as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- o) Any direct or indirect consequence of:
 - i. Irradiation, or contamination by nuclear material; or
 - ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- p) Any consequence, howsoever caused, including but not limited to Computer Virus, of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

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

We will not pay for the following:

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

E. CONDITIONS

- a) When a claim or possible claim happens, **you** must tell **us** in writing as soon as possible.
- b) **You** must give **us** any information and evidence **we** need (**you** will have to pay any costs involved in this). **You** must not do anything to affect **your** case.
- c) **You** must tell **us** about any other legal expense insurance, which **you** have to cover the same loss.
- d) **We** will have complete control over the legal proceedings. **We** will not have to keep to any promise **you** have given without **our** approval.

- e) If **you** do not accept any **solicitor** we appoint, **we** will ask the Law Society to name another **solicitor** who **we** both agree to. During this time, **we** may appoint a **solicitor** to act on **your** behalf, to protect **your** interests.
- f) **We** shall have direct access to the **solicitor** at all times and **you** shall co-operate fully with **us** in all respects and shall keep **us** fully and continually informed of all material developments in the legal representation of proceedings. At **our** request **you** shall instruct the **solicitor** to produce to **us** 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 **we** may require.
- g) **Our** written consent must be obtained prior to:
 - i. The instruction of Counsel to appear before a Court (or tribunal) before which a **solicitor** has a right of audience;
 - ii. The instruction of Queen's Counsel;
 - iii. The incurring of unusual experts fees or unusual disbursements;
 - iv. The making of an Appeal.
- h) **Legal costs and expenses** payable are to be in no way affected by any agreement undertaking or promise made or given by **you** to the **solicitor**, witness expert or any **claims adjuster**.
- i) **You** must co-operate fully with **us**, the **claims adjuster** or the **solicitor**.
- j) **You** or the **solicitor** shall inform **us** immediately in writing of any offer pursuant to Part 36 of the Civil Procedure Rules made with a view to settling the claim and no agreement is to be made to settle on the basis of both sides paying their own costs without **our** prior approval.
- k) If any offer pursuant to Part 36 of the Civil Procedure Rules is not accepted by **you**, but the amount thereof is equal to or in excess of the total damage eventually recovered, **we** shall 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 **we** agree to the continuance of the proceedings (such agreement not to be unreasonably withheld) and **we** shall have the right to require **you**, at **our** request, to instruct the **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 **you** or whether there are grounds for continuing the proceedings prior to granting or refusing such agreement.
- l) At **our** request **you** will require the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
- m) If for any reason the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** claim from the **solicitor**, **our** liability will cease forthwith unless **we** agree to the appointment of an alternative **solicitor** to continue with the claim pursuant to the procedure contained in terms and conditions of this policy, but **we** shall have no liability to meet the additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.
- n) If **you** unreasonably withdraw from a claim without **our** prior agreement, then the **legal costs and expenses** will become **your** responsibility and **we** will be entitled to be reimbursed by **you** for any costs paid or incurred during the course of the claim including any **legal costs and expenses** that **we** consider **you** are obliged to pay on **your** withdrawing from the claim.
- o) A valid motor policy for the **insured vehicle**, relating to **you** is in force at the time of any **insured incident**.
- p) This insurance does not cover an Appeal unless **we** are notified in writing by **you** no later than six working days before the time for making an Appeal expires and **we** consider that there are **prospects of success** of such an Appeal succeeding.

We will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Your responsibility

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **your** (**administrator/agent**) 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
- b) tell **your** (**administrator/agent**) 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 **your** (**administrator/agent**) 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 **your** (**administrator/agent**) is inaccurate or has changed, **you** must inform them as soon as possible.

Recovery

You shall take or have taken every available step to recover from **your** opponent **legal costs and expenses** payable under this policy, and such **legal costs and expenses** must be paid to **us**.

Arbitration

If there is a disagreement over presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings, then at **your** written request, any such difference shall be decided by Counsel or a **solicitor** who both **you** and **we** agree to, and in the absence of agreement, they will be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their differences to Counsel or the **solicitor** as he shall require and his decision shall be final and binding upon them. All costs of resolving the differences shall be met in full by the party against whom the decision is made, or as may be determined by the arbitrator.

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.

Claims

a) **Our** rights after a claim

We can take proceedings in **your** name (at **our** own expense and for **our** own benefit) to recover from anyone else, any payment **we** have made under this insurance.

b) Arbitration

If there is a disagreement over the amount **we** owe **you**, **we** will pass the matter to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

c) Fraudulent claims

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

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

d) Choice of law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

Part 36 Civil Procedure Rules Offers

- a) The **solicitor** or **you** shall inform **us** immediately in writing of any offer received pursuant to Part 36 of the Civil Procedure Rules and no agreement is to be made to settle on the basis of both sides paying their own costs without **our** prior approval. If the **solicitor** or **you** fail to do so, then **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, and **we** may deduct from any payment **we** make under this section.
- b) If any offer pursuant to Part 36 of the Civil Procedure Rules is not accepted by **you** but the amount of the offer equals or exceeds the total damage eventually recovered, **we** will not pay any further **legal costs and expenses** or opponent's legal costs unless, upon being notified of the offer pursuant to Part 36 of the Civil Procedure Rules, **we** agree to the continuance of the proceedings.
- c) **We** may require **you** to instruct the **solicitor** to obtain Counsel's opinion on the merits of the claim, defence, any offer pursuant to Part 36 of the Civil Procedure Rules made by an opponent or proposed by **you**, or whether there are grounds for continuing the proceedings prior to granting or refusing such agreement.

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 www.lawshield.co.uk or request a copy by emailing **us** at dataprotection@lawshield.co.uk

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

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

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.

Great Lakes Insurance SE Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.munichre.com/en/service/privacy-statement/index.html>.

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 they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

HOW TO MAKE A COMPLAINT?

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

If the **insured person** remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: Information Commissioner's Office Wycliffe House, Water Lane Wilmslow Cheshire SK9 5AF. www.ico.org.uk

Part VII - General Conditions

which apply to the whole policy

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

1. Your duties after an occurrence

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

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

2. Driver responsibilities

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

3. Care of your vehicle

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

4. Losses not covered by this policy

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

5. Recovery from third parties

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

6. Rights of third parties

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

7. Changes in circumstances

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

You must advise **us** immediately should **you** require cover for a newly acquired **vehicle**. **You** must also advise **us** of the deletion of any **vehicle**.

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

8. Concealment or fraud

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

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

Fraudulent claims

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

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

9. Assignment

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

10. Conformity to statutes

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

11. Sanctions

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

12. Liberalisation

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

13. Law

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

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

14. Bankruptcy or death

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

15. Other insurance

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

16. Renewal

We reserve the right not to renew **your** policy if **you** have made **us** aware or **we** otherwise become aware of any changes to **your** circumstances and/or information **you** have provided previously, or any new statement of fact, which may affect **our** acceptance of **your** policy.

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

We will write to **you** in advance of **your** renewal date with **our** offer to renew, or to give **you** plenty of time to make other arrangements if **we** are unable to renew **your** insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next **policy period**.

17. Currency

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

18. Your Cancellation

You may cancel this insurance by phoning Footman James on 01384 218027 or writing to the address shown below, within 14 days of receipt of **your policy** or 14 days from the effective date whichever is the later. **We** will refund any premium **you** have paid, but may retain a proportion of such premium that relates to the time on risk providing no claims have been made.

If **you** decide not to continue with the **policy** after the 14 days **you** may cancel at any time by giving us 14 days notice. **We** will refund a pro rata amount of any unused premium **you** have paid providing no claims have been made in the **policy period**. Footman James will charge a cancellation fee.

Footman James, Castlegate House, Castlegate Way, Dudley, West Midlands, DY1 4TA.

19. Cancellation following non-payment of premium

If **you** have agreed to pay **your** premiums by instalments, **we** may cancel **your** policy if **you** do not pay an instalment when it is due. Before this happens **you** will receive notice of the missed instalment and be given an opportunity to pay the overdue amount. If **you** do not pay the overdue instalments within the time set out in the notice, **we** may cancel **your** insurance by sending seven days notice by recorded delivery to **your** last known address. In the event of non-payment of premium, **we** may refuse any claims(s) under **your** policy or deduct any unpaid premiums from any claims payment(s).

20. Our Cancellation

We may cancel **your** policy by sending **you** 14 days notice by recorded delivery to **your** last known address where **we** have serious grounds for doing so. **You** will be entitled to a pro rata return of premium calculated from the date of cancellation providing no claims have been made in the **policy period**.

21. Payment of premium

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

Part VIII - Complaints

If **you** have cause to complain, please phone Footman James on 0333 207 6101 or write to the Director at Footman James. Footman James will send **you** details of who will be dealing with **your** complaint. If **you** would like a copy of Footman James' complaints procedure, phone 0333 207 6101 or write to the address shown below:

Footman James, Castlegate House, Castlegate Way, Dudley. DY1 4TA

If **your** complaint needs a response from **us**, Footman James will send **us** details of **your** complaint and give **you our** contact details. If **you** would like a copy of **our** complaints procedure write to **us** at the address shown in **your** Certificate of Motor Insurance. Footman James can also give **you our** address and phone number.

If **you** are still not satisfied after receiving a final decision, or if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint, **you** may be able to refer **your** complaint within 6 months to the Financial Ombudsman Service. To refer **your** complaint please write to:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

Phone: 0800 023 4567 (from landlines) or 0300 123 9123 (from mobiles)

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

These actions do not affect **your** rights to take legal action if necessary.

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

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

Tel: 0800 731 3942 Fax: 01925 428357

Email: customerrelations@lawshield-uk.com

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

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton WV1 9WJ. **You** can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk

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

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** financial obligations **you** may be entitled to compensation from the scheme, depending on whether **you** are an eligible claimant, the type of insurance and the circumstances of the claim. Further information on the scheme is available from the FSCS at www.fscs.org.uk or by calling +44(0)20 7741 4100 or +44(0)800 678 1100.

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