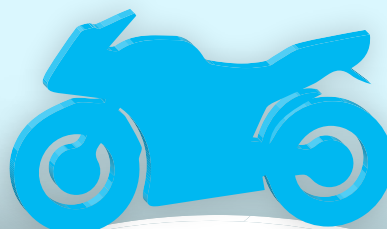


Motorcycle

POLICY



 islands



Thank you for choosing Islands Insurance and NFU Mutual.

Jersey

M J Touzel (Insurance Brokers) Ltd, Kingsgate House, 55 The Esplanade, St Helier, Jersey, JE1 4HQ

www.islands.je
01534 835383
insure@islands.je

Guernsey

The Islands' Insurance Brokers Ltd, PO Box 449, Plaza House, Elizabeth Avenue, St Peter Port, Guernsey GY1 3ZZ

www.islands.gg
01481 710731
insure@islands.gg

Alderney

The Islands' Insurance Brokers Ltd, 17 Victoria Street, Alderney, GY9 3TA

www.islands.gg
01481 824100
alderney@islands.gg

Jersey

This policy is underwritten and arranged by M J Touzel (Insurance Brokers) Ltd, trading as Islands Insurance, on behalf of The National Farmers Union Mutual Insurance Society Limited (NFU Mutual). M J Touzel (Insurance Brokers) Ltd is registered in Jersey (No. 2589) at Kingsgate House, 55 The Esplanade, St Helier, Jersey, JE1 4HQ and is regulated by the Jersey Financial Services Commission (JFSC) under the Financial Services (Jersey) Law 1998 for General Insurance Mediation Business (No: GIMB 0046). A member of the Islands Insurance Group of companies, which is wholly owned by the National Farmers Union Mutual Insurance Society Limited.

Guernsey & Alderney

This policy is underwritten and arranged by The Islands' Insurance Brokers Ltd (Islands Insurance) on behalf of The National Farmers Union Mutual Insurance Society Limited (NFU Mutual). The Islands' Insurance Brokers Ltd is registered in Guernsey (No. 6841) at PO Box 449, Plaza House, Elizabeth Avenue, St Peter Port, Guernsey GY1 3ZZ and is regulated by the Guernsey Financial Services Commission (GFSC) under The Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law 2002 as an Intermediary for general insurance only (No: 13696) and licensed under section 13 of The Lending, Credit and Finance (Bailiwick of Guernsey) Law, 2022 to provide Credit provision in relation to regulated agreements (Part II). A member of the Islands Insurance Group of companies, which is wholly owned by the National Farmers Union Mutual Insurance Society Limited.

Thank you for placing your Insurance with NFU Mutual

Cancellation Rights

If YOU do not want to accept YOUR new cover, YOU may cancel the cover by writing to or calling the Islands Insurance office which issued YOUR policy within 14 days of receiving the policy or amendment to an existing policy. YOUR Certificate of Insurance and Windscreen Insurance Display, if issued, must be returned to US. WE may charge pro rata for the cover provided.

Complaints

We strive to provide our customers with the highest level of service and would like to know if you are not satisfied with any aspect of this. If YOU are unhappy with the service YOU receive, please tell US straight away as WE would like the chance to put things right. YOU can do this by calling or writing to the Islands Insurance office which issued this policy.

If YOU remain unhappy with the outcome, depending on your circumstances, YOU may be able to refer YOUR complaint to one of the following Financial Ombudsman Services:

- 1 The Channel Islands Financial Ombudsman at PO Box 114, St Helier, JE4 9QG.

For more information visit www.ci-fo.org or call **01534 669800 (Jersey)** or **01481 722218 (Guernsey/Alderney/Sark)**

- 2 The Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR.

For more information visit www.financial-ombudsman.org.uk or call **0800 023 4567** from a landline or **0300 123 9123** from a mobile phone.

Please always quote YOUR policy number as it will enable YOUR complaint to be dealt with promptly.

Language

The contract and other documents are drawn up in the English Language. WE will communicate with YOU in English throughout the duration of the policy.

Financial Services Compensation Scheme

WE are covered by the Financial Services Compensation Scheme (FSCS), which means that YOU may be entitled to compensation from the Scheme if WE cannot meet OUR obligations. This depends on the type of policy YOU have and the circumstances of the claim. YOU can find out more at www.fscs.org.uk or by calling **0800 678 1100**.

Statutory Status

YOU can check OUR statutory status on the Financial Services Register. YOU can access the Financial Services Register from the Financial Conduct Authority (FCA) website www.fca.org.uk or by calling the FCA on **0800 111 6768**. OUR Financial Services Register number is 117664.

Privacy Policy

To find out more about how WE use YOUR personal information and YOUR rights, and how WE may process the personal information of anyone named in YOUR policy or any beneficiary of YOUR policy, please go to the Privacy Policy on the Islands Insurance website - www.islands.insure/privacy-policy/. Please share the Privacy Policy with any individuals named on YOUR policy.

Fraud Prevention and Detection

To prevent and detect fraud WE may at any time check, share and/or file details including information about YOU or anyone who may benefit from this policy with other organisations, fraud prevention agencies, databases and public bodies including the police. If WE are given false or inaccurate information and WE identify or suspect fraud, WE will record this. This may prevent YOU gaining access to alternative insurance and/or financial services. OUR Privacy Policy includes information about what WE do with YOUR personal data or the personal data of anyone who may benefit from this policy for this purpose.

CONTENTS

Thank you	3
Policy Introduction	5
Definitions	6
General Exceptions	7
General Conditions	9
Permitted Use	11
Level of Cover	12
Damage to the Vehicle	13
Liability to the Public	15
No Claims Discount	17
EU Compulsory Insurance	18
Motor Legal Protection	19
European Motor Assistance Gold	28
Operative Endorsements	32
Charitable Assignment Condition	32

POLICY INTRODUCTION

In return for YOU paying YOUR premium and US accepting it, WE will insure YOU in line with the terms of YOUR policy for accidental loss, injury or damage which occurs within the TERRITORIAL LIMITS during the PERIOD OF INSURANCE.

This policy is evidence of the contract between YOU and US, and is based on the information YOU provided, which is confirmed in the statement of insurance.

YOUR policy, SCHEDULE, CERTIFICATE and any endorsements describe the cover WE are providing. Please read all the documents carefully to make sure YOU have the cover YOU need.

This contract and the relationship between NFU MUTUAL and YOU shall be governed by, and interpreted in accordance with the appropriate law as set out below unless WE agree with YOU otherwise:

- 1 The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which YOU normally live or (if applicable) the first named policyholder normally lives or part of the United Kingdom, Channel Islands or Isle of Man where YOU have YOUR principal place of business; or
- 2 In the case of a business or organisation, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where YOU have YOUR principal place of business; or
- 3 Should neither of the above be applicable, the law of England and Wales.



Tim Brangwyn

Managing Director

The Islands Insurance Group

Note: The issue by US to YOU of a policy makes YOU a member of The National Farmers Union Mutual Insurance Society Limited ("THE SOCIETY"), on the terms of THE SOCIETY'S memorandum and articles of association. These are available from the Company Secretary at OUR registered office.

Definitions

Wherever the following words or phrases appear in the policy in capital letters they will have the meanings described below, unless described otherwise.

CERTIFICATE

The Certificate of Motor Insurance issued as required by law to provide evidence of the existence of motor insurance. A "Cover Note" is a temporary Certificate of Motor Insurance.

FIRE

Fire, self-ignition, lightning, or explosion.

INJURY

Bodily injury, death, illness or nervous shock.

INSURED/YOU/YOUR

Every person or organisation described in the SCHEDULE.

MARKET VALUE

The amount it would cost to replace the VEHICLE (or TRAILER) with one of the same make, model, specification, age and condition.

NFU MUTUAL/WE/US/OUR

The National Farmers Union Mutual Insurance Society Limited.

PERIOD OF INSURANCE

As stated in the SCHEDULE and for any further period for which WE accept the premium.

SCHEDULE

The latest Motorcycle Insurance Schedule forming part of this policy.

TERRITORIAL LIMITS

The United Kingdom, the Republic of Ireland, the Isle of Man and the Channel Islands, including transit between them. N.B. This definition does not apply to "Motor Legal Protection", "European Motor Assistance Gold" or "Helpline Services".

THEFT

- 1 any actual or attempted theft or taking the VEHICLE without YOUR permission (other than by a member of YOUR immediate family or someone living in YOUR household);
- 2 any malicious damage, FIRE or explosion resulting from or following 1 above.

TRAILER

Any trailer (but not any mechanically-propelled vehicle whether disabled or not).

USE

Social Domestic and Pleasure. The act of using YOUR VEHICLE for YOUR own personal use which is unrelated to YOUR business, trade or profession.

Commuting. The act of using YOUR VEHICLE to drive the whole or part of the journey to and from YOUR usual place of work.

Business Use. The act of using YOUR VEHICLE for YOUR business, trade or profession or for the business of YOUR employer. This does not include commercial travelling.

Commercial Travelling. The act of using YOUR VEHICLE for unsolicited door to door sales.

Voluntary Use. The act of using YOUR VEHICLE on behalf of any voluntary organisation or body which is unrelated to YOUR business, trade or profession, where YOU receive no payment, or receive mileage expenses with no element of profit.

Driving instruction. The act of using YOUR VEHICLE for the teaching of driving skills as part of YOUR business, trade or profession.

VEHICLE

Any motorcycle, all terrain vehicle or similar vehicle which WE have agreed to insure for which WE accept the premium.

General Exceptions

(Applying to the whole policy)

1 Uninsured Drivers and Use

WE will not pay for any INJURY, loss or damage while any VEHICLE is being used for:

- a) any purpose not permitted by "Permitted Use" on the Certificate of Motor Insurance (or by endorsement if a CERTIFICATE has not been issued);
- b) racing, speed testing, rallies and competitions (other than road safety rallies and treasure hunts); or is being driven:
- c) by any person who is not permitted to drive by the SCHEDULE;
- d) by YOU if YOU are disqualified from driving, or do not hold a valid and current licence to drive the VEHICLE;
- e) with YOUR consent by any person who YOU know is disqualified from driving, or does not hold a valid and current licence to drive the VEHICLE.

If the damage is caused by THEFT then WE will not apply Exception a) or c).

If a licence is not required by law then Exceptions c), d) and e) will not apply and WE will pay, provided the driver:

- a) is competent in driving the VEHICLE;
- b) has the owner's permission to drive;
- c) is at least 17 years of age;
- d) is entitled to drive in the CERTIFICATE (if the requirement to possess a licence is ignored).

2 Liability Assumed Under Agreement

WE will not pay for any liability arising from an agreement if that liability would not arise in the absence of that agreement.

3 Radioactivity

WE will not pay for INJURY, loss or damage arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

4 War Risks

WE will not pay for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. However, WE will pay where it is necessary to meet the requirements of the Road Traffic Acts.

5 Riot

WE will not pay for any consequence of riot or civil commotion in Northern Ireland or any country which is not a member of the EU; insurance is provided in the EU and the rest of the United Kingdom.

6 Fraud and Misrepresentation

If YOU or anyone acting for YOU:

- a) makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent declaration, statement or other device; and/or
- b) intentionally misrepresents and/or misdescribes and/ or withholds any material relevant to:
 - i. this insurance; or
 - ii. anyone named on the policy SCHEDULE;

WE will not pay any part of YOUR claim or any other claim which YOU have made or which YOU may make under the policy and WE will have the right to:

- a) avoid, or at OUR option cancel, the policy without returning any premium that YOU have paid;
- b) recover from YOU any amounts that WE have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and/or
- c) refuse any other benefit under the policy.

General Exceptions

(Applying to the whole policy)

7 Assault

WE will not pay for INJURY which is the direct or indirect consequence of assault or alleged assault.

- 8** Unless WE have agreed to provide cover for specific circumstances by endorsement, the following exclusion will apply:

a) Terra Firma, Airside and Rails

WE will not pay for any claim involving YOUR VEHICLE or TRAILER if it is:

- i. not running solely on terra firma, however, this exclusion shall not apply to vehicles designed primarily for use on land;
- ii. within an airport, airfield, aerodrome or military base in areas which are used for aircraft take off and landing, hangars, aircraft taxi ways, aircraft parking areas or service roads, ground equipment parking areas and any parts of passengers terminals within the Customs examination area. This exclusion does not apply to public roads or car parks at airports;
- iii. fitted with wheels enabling it to travel on rails.

b) Explosives

WE will not pay for any claim if YOUR VEHICLE or TRAILER is being used for the transportation of high explosives such as nitro glycerine, dynamite or any other similar explosive, or more than 2,000 shotgun cartridges or bullets at any one time.

c) Chemicals and Gases

WE will not pay for any claim if the principal use of YOUR VEHICLE or TRAILER is the carriage of chemicals or gases in liquid compressed or gaseous form with a classification of 1 to 9 in the UN Recommendations on the Transport of Dangerous Goods, Model Regulations ("Orange Book").

d) Armed Forces and Law Enforcement

WE will not pay for any claim if YOUR VEHICLE or TRAILER is being used for armed forces and/or law enforcement purposes but this exclusion shall not apply to private vehicles of such personnel.

VAT

WE will not pay the VAT element or equivalent local tax of any claim where YOU are able to recover VAT or equivalent local tax.

General Conditions

(Applying to the whole policy)

1 How to Claim

Any event which might become a claim under the policy must be reported to US as soon as possible. WE will require written details of any claim. Please ask for a claim form. Supporting documentation (estimates, bills and the like) must also be sent to US.

YOU should not answer any letter, claim, writ or other document relating to a claim but send them to US without delay.

No one must attempt to negotiate any claim nor admit or repudiate any claim, without OUR permission.

Any THEFT, or damage caused by THEFT, malicious persons or vandals, must be reported to the police.

2 Control of Claims

WE are entitled to:

- a) receive all necessary information and assistance from YOU or anyone else insured under this policy;
- b) take over and conduct the defence or settlement of any claim. WE will do this in YOUR name, or in the name of anyone else who is insured by the policy;
- c) take proceedings to recover any amount WE have paid or are due to pay under the policy. WE will do this for OUR benefit and at OUR expense, but using YOUR name or the name of anyone else who is insured by the policy.

3 Duty to Take Care

YOU must do all that YOU reasonably can:

- a) to maintain the VEHICLE, and any TRAILER which is insured, in good working order and in a roadworthy condition;
- b) to safeguard all property covered by this policy from THEFT, loss or damage;
- c) to prevent INJURY to other persons or damage to their property;
- d) to comply with relevant statutory requirements and regulations imposed by any authority.

YOU must allow US free access at all reasonable times to examine the VEHICLE and any TRAILER which is insured.

4 Other Insurance

If, when an accident occurs, which leads to a claim under this policy, there is any other insurance covering the same liability, loss or damage, WE will only pay OUR share of the claim.

This condition does not apply to "Liability to the Public – Other Persons' Cover".

5 Cancellation of the Policy

YOU may cancel YOUR policy by writing to US or calling US. WE will then refund part of YOUR premium unless YOU have made a claim in the current PERIOD OF INSURANCE. The cancellation will be effective from the date YOU tell US that YOUR policy is to be cancelled or from a future date advised by YOU or from an earlier date at OUR sole discretion.

WE may cancel YOUR policy at any time by giving YOU 14 days notice in writing. OUR cancellation letter will be sent to the latest address WE have for YOU.

The reasons why YOUR policy may be cancelled include, but are not limited to:

- a) where YOU or anyone acting for YOU commits fraud or makes a misrepresentation in order to gain an advantage under any aspect of YOUR policy;
- b) where a change in YOUR circumstances means that WE can no longer provide cover;
- c) failure to comply with policy terms and conditions;
- d) use of threatening or abusive behaviour or language, or intimidating or bullying of OUR staff or suppliers;
- e) if YOU default under a Credit Agreement to pay the premium, cover under YOUR policy will cease in accordance with the conditions of the Credit Agreement.

If WE cancel YOUR policy WE will refund the part of YOUR premium applying to the remaining PERIOD OF INSURANCE unless fraud or misrepresentation has been identified or a claim has been made when WE may not refund any premium.

General Conditions

(Applying to the whole policy)

6 Arbitration

Where WE have accepted a claim but there is disagreement over the amount to be paid, the matter will be decided by an arbitrator. WE and YOU will jointly agree the identity of the arbitrator in line with current law. The arbitrator will decide who pays the fees, for example the fees may be split between the parties, or one party may pay all the fees.

7 Observing the Terms and Conditions

YOU, or anyone else seeking the benefit of this policy, must observe its terms and conditions.

8 Right of Recovery

The law of any country where WE are providing cover may require US to settle a claim which WE would not otherwise have paid. If this happens, WE reserve the right to recover this amount from YOU, or from whoever incurred the liability.

9 Changes YOU must tell US about

YOU must tell US of any change to the information YOU have provided to US as detailed in YOUR Statement of Motorcycle Insurance and YOUR SCHEDULE. Failure to tell US of any change may invalidate YOUR policy, prevent YOU from making a claim or affect the amount that YOU are able to claim.

When YOU inform US of any change, WE will tell YOU if it affects YOUR insurance. WE may cancel or alter the terms of the policy or amend the premium before YOUR next renewal or at YOUR next renewal.

YOU must tell US before:

- any VEHICLE insured on YOUR policy is modified in any way;
- YOU change any VEHICLE insured on YOUR policy;
- YOU change YOUR usage of any VEHICLE insured on YOUR policy, such as changing from social domestic and pleasure only to include business use;
- YOU allow any VEHICLE insured on YOUR policy to be driven by anyone who is not already insured to drive it;
- YOU change YOUR vehicle registration number;
- YOU register a VEHICLE previously not registered for road use;
- YOU wish to change the level of cover for YOUR VEHICLE.

YOU must tell US immediately if:

- YOU sell or dispose of any VEHICLE insured on YOUR policy;
- there is any change to the registered keeper or owner of any VEHICLE insured on YOUR policy;
- there is any change to the identity of the main driver of any VEHICLE insured on YOUR policy;
- YOU permanently export any VEHICLE insured on YOUR policy;
- YOU change YOUR postal address or the address at which any VEHICLE insured on YOUR policy is usually kept;
- YOU or any driver insured to drive any VEHICLE insured on YOUR policy changes occupation;
- YOU or any driver named to drive any VEHICLE insured on YOUR policy changes their name due to marriage or change by deed poll;
- YOU stop being a UK or Channel Islands resident;
- YOU or any driver insured to drive any VEHICLE insured on YOUR policy incurs any criminal convictions;
- YOU or any driver insured to drive any VEHICLE insured on YOUR policy is involved in any incident which could give rise to a claim no matter how trivial the incident;
- YOU or any driver insured to drive any VEHICLE insured on YOUR policy have been disqualified from driving, had the entitlement to drive suspended or revoked, or if driving licence status has changed in any way (e.g. attained full licence from provisional or restrictions applied).

REMINDER: The Law requires YOU to tell the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency Northern Ireland (DVA) and authorities on the Isle of Man, Jersey, Guernsey and Alderney about any condition that may affect YOUR ability to drive safely. If a Doctor asks YOU to stop driving immediately, please follow this advice and contact the appropriate authorities for further guidance.

YOU must tell US at next renewal of YOUR policy if:

- YOU or any driver insured to drive any VEHICLE insured on YOUR policy have been involved in any accident, theft or loss, regardless of fault, when driving any vehicle not insured on this policy;
- YOU or any driver insured to drive any VEHICLE insured on YOUR policy has incurred any motoring convictions (including prosecutions pending), driving licence endorsements and/or fixed penalty notices (endorsed on their licence);
- YOU or any driver insured to drive any VEHICLE insured on YOUR policy has:
 - incurred any Court Judgments e.g. CCJs whether satisfied or not;
 - incurred any form of bankruptcy proceedings e.g. Individual Voluntary Arrangements (IVAs)/ Trust deeds and/or statutory insolvency proceedings e.g. Company Voluntary Arrangements (CVAs);
 - had any insurance refused, cancelled, declared void (as though it never existed) and/or had renewal declined or special terms imposed since the policy last renewed.

10 Renewal of the Policy

Prior to the renewal date of YOUR policy, WE will send YOU details of:

- a) the terms on which YOUR policy may be renewed;
- b) any changes to the policy cover; and
- c) the actions YOU need to take to renew YOUR policy.

If YOUR payment method for the policy is Direct Debit then YOUR policy will be automatically renewed using the payment details YOU have given to US.

YOU agree that WE may deduct the premium(s) for the renewed policy from YOUR nominated bank account unless YOU tell US that YOU do not wish to continue paying the premium in monthly instalments by Direct Debit, or YOU do not wish to renew YOUR policy.

If YOUR payment method for the policy is not Direct Debit then YOU must contact US before the renewal date to arrange payment.

If YOU do not want to renew YOUR policy or YOU want to change the payment method YOU must contact US prior to renewal unless WE have told YOU, in writing, that this is unnecessary.

If WE do not want to offer renewal of YOUR policy WE will contact YOU in writing in accordance with the Cancellation of the Policy General Condition.

Permitted Use

WE will cover the VEHICLE while it is used for its permitted USE.

The permitted USE for the VEHICLE is shown in the CERTIFICATE under Limitations as to use. Where a CERTIFICATE is not issued, the permitted USE is described by endorsement or on the SCHEDULE.

Level of Cover

The cover applicable to YOUR VEHICLE(S) is explained below. YOUR SCHEDULE will show the level of cover applicable for each VEHICLE insured.

Comprehensive

All sections of the policy apply.

Third Party, Fire and Theft

The following sections of the policy apply:

- Damage to the Vehicle – YOU are only covered for loss of or damage to the VEHICLE by FIRE or THEFT
- Liability to the Public
- EU Compulsory Insurance
- No Claims Discount
- Trailers
- Motor Legal Protection
- European Motor Assistance Gold

Third Party Only

The following sections of the policy apply:

- Liability to the Public
- EU Compulsory Insurance
- No Claims Discount
- Trailers
- Motor Legal Protection
- European Motor Assistance Gold

Accidental Damage, Fire and Theft

The following sections of the policy apply:

- Damage to the Vehicle
- Trailers
- Motor Legal Protection

Fire and Theft

The following sections of the policy apply:

- Damage to the Vehicle – YOU are only covered for loss or damage to the VEHICLE by FIRE or THEFT
- Motor Legal Protection

Damage to the Vehicle

What is insured

YOUR Cover

If the VEHICLE is subject to THEFT or damaged, WE will:

- 1 pay the cost of repair, or
- 2 pay the amount of the loss or damage, or
- 3 replace the VEHICLE.

WE will decide which of the above applies.

If WE decide to repair the VEHICLE, WE may use parts and accessories which are not supplied or made by the original manufacturer of the VEHICLE.

Maximum Amount Payable

The maximum WE will pay will be:

- 1 the MARKET VALUE of the VEHICLE or,
- 2 the value shown on the SCHEDULE, whichever is less.

If the VEHICLE is subject to THEFT, and then recovered after WE have paid for the loss of the VEHICLE, it will then belong to US.

If the VEHICLE is so badly damaged that it is uneconomic to repair it, WE will settle the claim and the damaged VEHICLE will then belong to US.

Spare Parts and Accessories

The VEHICLE's spare parts and accessories are insured in the same way as the VEHICLE, while kept in or on the VEHICLE or in YOUR private garage.

Recovery and Delivery

If the VEHICLE is disabled as a result of loss or damage insured by this section WE will also pay the reasonable costs of:

- 1 protecting and transporting of the VEHICLE to the nearest suitable repairer;
- 2 returning the VEHICLE after repair to YOUR address shown in the SCHEDULE or any other address YOU specify as long as this does not cost more than returning it to YOUR address in the SCHEDULE.

Hiring and Leasing

If the VEHICLE is the subject of a hire-purchase or leasing agreement and WE can identify the legal owner of the VEHICLE, WE will make any payment for the total loss or destruction of the VEHICLE to the legal owner.

Repairs

If WE have been informed of an accident and given a detailed estimate of the repairs, YOU may then arrange for work to be started on any reasonable repairs.

Fitted Audio or Visual Equipment

Audio or Visual equipment fitted to the VEHICLE for entertainment, communication or navigational purposes is insured in the same way as the VEHICLE. However, the maximum amount payable for equipment not fitted as part of the manufacturer's standard equipment specification for the VEHICLE is £500.

What is not insured

WE will not pay for:

- 1 anything which results in the VEHICLE or any part of the VEHICLE being in a better condition than before it was damaged;
- 2 wear and tear, damage caused by or arising from wear and tear, depreciation, loss of use or damage by frost;
- 3 mechanical, electrical, electronic, computer failures or breakdowns or breakages;

- 4 damage to tyres by punctures, cuts, bursts or braking;
- 5 loss or damage to accessories and spare parts by THEFT, if the VEHICLE is not subject to THEFT at the same time;
- 6 damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
- 7 loss or damage to helmets, gloves or other items of clothing;
- 8 reduction in MARKET VALUE of the VEHICLE as a result of a repair;
- 9 where the VEHICLE is not to UK or European specification and parts or accessories become unobtainable or obsolete in pattern and therefore out of stock in the UK:
 - a) increased repair and replacement parts or accessory costs due to non availability and/or waiting times for delivery; or
 - b) storage costs whilst awaiting commencement of repair to the VEHICLE.

The amounts YOU have to pay

- 1 YOU must pay the amount shown on YOUR SCHEDULE when the VEHICLE is being driven by or is in the charge of a person:
 - a) aged under 25;
 - b) aged between 25 to 34;
 - c) aged 35 and over.
- 2 YOU must pay the amount shown on YOUR SCHEDULE under the heading "Excess amounts for" when the VEHICLE is lost or damaged other than by FIRE, lightning, explosion, THEFT or attempted THEFT. This amount is in addition to any other amount which the policy does not insure.
- 3 YOU must pay the amount shown on YOUR SCHEDULE for each and every claim for loss or damage caused by the THEFT or attempted THEFT of any VEHICLE having four wheels or more or any all terrain vehicle.

This excess is reduced to the secured THEFT excess shown on YOUR SCHEDULE where;

 - a) the VEHICLE is temporarily out of use; and
 - b) garaged in a securely locked building of substantial construction; or
 - c) secured to an immovable object.

This amount is in addition to any other amount for which the INSURED is responsible under the policy.

Liability to the Public

Definitions for this section only

COSTS

- 1 all legal costs recoverable from YOU by any claimant which have been incurred before WE have paid or offered to pay either the full amount of the claim or the indemnity limit applicable;
 - 2 solicitors' fees for representation at any coroner's inquest or fatal inquiry or defending in any court of summary jurisdiction;
 - 3 costs for legal services to defend any person WE insure, if proceedings are taken for manslaughter or causing death by careless or dangerous driving;
 - 4 all other costs and expenses;
- all incurred with OUR written consent.

What is insured

YOUR Cover

WE will pay for all damages and costs for which YOU are legally liable if there is INJURY to any person or any damage to property in an accident involving:

- 1 the VEHICLE;
- 2 any TRAILER attached to the VEHICLE;
- 3 while YOU are driving a motorcycle that does not belong to YOU and is not hired to YOU under a hire-purchase agreement, but only if:
 - a) this driving is permitted by the SCHEDULE and/or CERTIFICATE; and
 - b) YOU have permission of the owner.

Provided that, in respect of damage to property, the maximum amount payable for any one claim or a number of claims arising from one cause, will be:

£20,000,000 exclusive of COSTS
£25,000,000 inclusive of COSTS

Other Person's Cover

In the same way YOU are covered, WE will cover:

- 1 any person YOU allow to drive or use the VEHICLE, provided this is permitted by the SCHEDULE and/or CERTIFICATE;
- 2 YOUR employer or partner, in respect of any VEHICLE that does not belong to and is not hired or leased to them and is being used by YOU or with YOUR permission;
- 3 the legal personal representative of any deceased person who, before their death, incurred liability covered by this section.

Emergency Treatment

WE will pay for the Emergency Treatment Fees as required by the Road Traffic Acts. Any payment made will not count as a claim for the purpose of No Claims Discount.

Application of Limits of Indemnity

In the event of US providing indemnity to more than one person any limitation in this policy of the amount of that indemnity shall apply, in priority, to the INSURED.

Joint Insured Clause

Where more than one person is named in the SCHEDULE and/or CERTIFICATE as the policyholder this policy will apply separately to each, as if a separate policy had been issued to each, but this shall not increase OUR total liability beyond any limit referred to in this policy.

What is not insured

WE will not pay for

- 1 INJURY to any person arising out of or in the course of their employment by any person insured by this policy, unless required by the Road Traffic Acts.
- 2 a) Damage to any vehicle, trailer, or property which belongs to anyone insured by this section; or

- b) Damage to any vehicle, trailer, or property which is in the custody or control of anyone insured by this section; or
 - c) Any other loss resulting directly or indirectly from damage to any vehicle, trailer, disabled mechanically-propelled vehicle, motorcycle or property which belongs to or is in the custody or control of anyone insured by this section.
- 3 Liability incurred by anyone, other than YOU, if they are insured under any other insurance policy.
- 4 INJURY or damage or any resulting loss, cost or expense caused directly or indirectly by Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss unless WE provide cover to meet the requirements of the Road Traffic Acts.

Terrorism means an act, including but not limited to the use of and/or threat of force or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

If WE allege that because of this exception any INJURY, damage, cost or expense is not covered the burden of proving the contrary shall be upon YOU.

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

No Claims Discount

What applies

If the VEHICLE is eligible for no claims discount and no claims have been made involving that VEHICLE during the PERIODS OF INSURANCE shown below, then the VEHICLE's next renewal premium will be reduced by the discount shown:

Period of Insurance	Discount
the previous year	20%
the previous two years	30%
the previous three years	40%
the previous four years or more	50%

A claim will reduce the discount at YOUR next renewal to the amount shown in the table below.

Discount Entitlement	After 1 claim	After 2 or more claims
50%	30%	nil
40%	20%	nil
30%	nil	nil
20%	nil	nil

Protected No Claims Discount

If the policy schedule states No Claims Discount is 'Protected' YOUR No Claims Discount will not be reduced if YOU make fewer than three claims in any five consecutive periods of insurance.

If YOU make three claims in the five periods of insurance, the discount will be reduced from 50 to 30%:

If YOU make five or more claims YOU will lose all of YOUR No Claims Discount.

What does not apply

- 1 No claims discount is not normally transferable to anyone else. WE will decide if no claims discount can be transferred.
- 2 The following are not eligible for no claims discount:
 - a) TRAILERS;
 - b) Any VEHICLE covered for Fire and Theft or Accidental Damage, Fire and Theft.
- 3 Claims for the following will not affect YOUR entitlement to no claims discount:
 - a) Emergency Treatment Fees as required by the Road Traffic Acts;
 - b) Loss or damage to a TRAILER;
 - c) Any claim where WE are able to recover the full cost of the claim from a third party (or would be able to but for the operation of a market claims handling agreement).

EU Compulsory Insurance

WE will provide the compulsory minimum insurance YOU must have by law to use the VEHICLE in:

- 1 any country which is a member of the European Union;
- 2 any other country which the Commission of the European Union is satisfied has made arrangements to meet the requirements of Article 8 of the EC Directive 2009/103/EC on insurance of civil liabilities arising from the use of motor vehicles.

Trailers

What is insured

Cover

The indemnity provided under sections "Damage to the Vehicle", "Liability to the Public" and "EU Compulsory Insurance" shall apply to any TRAILER described in the SCHEDULE as though it were a VEHICLE.

The maximum amount payable under "Damage to the Vehicle" shall be the TRAILER's MARKET VALUE or the Insured's estimate of value as stated in the SCHEDULE, whichever is the less.

What is not insured

WE will not pay for:

- 1 anything which results in the TRAILER or any part of the TRAILER being in a better condition than before it was damaged;
- 2 wear and tear, depreciation or loss of use;
- 3 reduction in the MARKET VALUE of the TRAILER as a result of a repair;
- 4 damage to tyres by punctures, cuts, bursts or braking;
- 5 damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
- 6 mechanical, electrical, electronic, computer failures or breakdowns or breakages.

Motor Legal Protection

Welcome to ARAG

Thank **YOU** for purchasing this ARAG motor legal protection policy.

If **YOU** are involved in a motor accident, face prosecution for a motoring offence, require assistance in a contract dispute regarding the **INSURED VEHICLE** or need legal advice, **WE** are here to help you 24 hours a day, 365 days a year.

ARAG Legal Expenses Insurance Company Limited ('ARAG') is the underwriter and provides the legal protection insurance under **YOUR** policy.

To make sure **YOU** get the most from **YOUR** ARAG cover, please take time to read this policy which explains the contract between **YOU** and **US**.

How we can help

If **YOU** are involved in an accident which was not **YOUR** fault, **WE** will help **YOU** to pursue compensation for **YOUR** injuries, and/or to recover **YOUR** uninsured losses from the person who caused the accident. Uninsured losses could include **YOUR** motor insurance policy excess or other out-of-pocket expenses.

If the accident was entirely the other person's fault and the **INSURED VEHICLE** cannot be driven, **WE** can arrange to supply **YOU** with a comparable replacement hire vehicle until the **INSURED VEHICLE** can be repaired.

WE will do so only if **YOU** meet the hire company's terms and conditions of hire. For **US** to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey and Guernsey. Please note there may sometimes be circumstances, such as local unavailability, in which **WE** are unable to provide a comparable replacement vehicle. In such cases **WE** 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**.

Where the driver at fault is uninsured or cannot be traced, **WE** will assist **YOU** in making a claim to the Motor Insurers' Bureau. **WE** can also defend **YOU** against motoring prosecutions, and assist **YOU** in contract disputes related to the **INSURED VEHICLE**.

When you need to make a claim

Phone **US** on **0800 783 6066** as soon as possible after **YOUR** accident to speak to one of **OUR** dedicated customer claims handlers. If **YOU** are calling from outside of the UK, please phone **US** on **+44 29 2085 4069**. If **YOU** are faced with a motoring prosecution, or a motor contract dispute, please phone **US** on **0344 893 9027**.

If you need any other help from us

If **YOU** wish to speak to **OUR** legal teams about a personal legal problem, please phone **US** on **0117 934 2121**. **WE** will ask **YOU** about **YOUR** legal issue and if necessary call **YOU** back to give **YOU** legal advice.

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

Important information

This is **YOUR** ARAG motor legal protection policy wording.

It includes everything **YOU** need to know about **YOUR** cover.

Keep this document in a safe place as **YOU** will need to refer to it if **YOU** need to make a claim. If **YOU** are involved in an accident, remember to write down as many details as possible, such as:

- the name, address and phone number of the other driver(s) involved in the accident
- the registration number, make, model and colour of the other vehicle(s) involved in the accident
- the name of the company that insures the other vehicle(s), including any policy numbers
- the names, addresses and phone numbers of anyone who may have seen the accident
- the location where the accident took place
- the weather, road and visibility conditions at the time of the accident
- the movements that led to the accident.

ARAG motor legal protection is designed to help **YOU** if a motor accident was not **YOUR** fault and **YOU** have suffered an injury, need a replacement hire vehicle, or incurred other losses which are not covered under **YOUR** motor insurance policy. It also provides defence against motoring prosecutions and assistance with contractual disputes relating to the **INSURED VEHICLE**.

Motor Legal Protection

To make a claim under this section of the policy telephone **0800 783 6066** as soon as possible after the incident to speak with one of the dedicated customer claims handlers.

Please do not use the motor legal protection helpline phone number to report other insurance claims.

Definitions for this section only

The following words have these meanings wherever they appear in this section in capital letters:

APPOINTED REPRESENTATIVE

The **PREFERRED LAW FIRM**, law firm or other suitably qualified person **WE** will appoint to act on an **INSURED PERSON**'s behalf.

ARAG STANDARD TERMS OF APPOINTMENT

The terms and conditions (including the amount **WE** will pay to an **APPOINTED REPRESENTATIVE**) that apply to the claim, which could include a conditional fee agreement (no win, no fee).

Where a law firm is acting as an **APPOINTED REPRESENTATIVE** the amount is currently £100 per hour. This amount may vary from time to time.

COSTS AND EXPENSES

- a) All reasonable, proportionate and necessary costs chargeable by the **APPOINTED REPRESENTATIVE** and agreed by us in accordance with the **ARAG STANDARD TERMS OF APPOINTMENT**.
- b) The costs incurred by opponents in civil cases if an **INSURED PERSON** has been ordered to pay them, or pays them with **OUR** agreement

COUNTRIES COVERED

- 1 For insured incidents 1 Personal injury, 2 Uninsured loss recovery, 3 Motor prosecution defence and 4 Motor contract disputes:
The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.
- 2 For insured incident 5 replacement hire vehicle:
England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.
* There may also be limited scenarios in which **WE** are able to accept a claim under 5 Replacement hire vehicle within other parts of the United Kingdom of Great Britain and Northern Ireland – please report such a claim to **US** for our assessment based on the circumstances.

DATE OF OCCURRENCE

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

INSURED PERSON

YOU, and any passenger or driver who is in or on the **INSURED VEHICLE** with **YOUR** permission. Anyone claiming under this section must have **YOUR** agreement to claim.

INSURED VEHICLE

The motor vehicle(s) covered by the motor insurance policy to which this section attaches. It also includes any caravan or trailer attached to the vehicle(s).

PERIOD OF INSURANCE

The period for which **WE** have agreed to cover **YOU**.

PREFERRED LAW FIRM

A law firm or barristers' chambers **WE** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an **INSURED PERSON**'s claim and must comply with **OUR** agreed service standard levels, which **WE** audit regularly. They are appointed according to the **ARAG STANDARD**

TERMS OF APPOINTMENT.

Motor Legal Protection

REASONABLE PROSPECTS

- a) The prospects that an **INSURED PERSON** will recover losses or damages (or obtain any other legal remedy that **WE** have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. **WE**, or a **PREFERRED LAW FIRM** on **OUR** behalf, will assess whether there are **REASONABLE PROSPECTS**
- b) For insured incident 3 Motor prosecution defence, there is no requirement for there to be prospects of a successful outcome.
- c) For all appeals the prospects of a successful outcome must be at least 51%.

UNINSURED LOSSES

Documented 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 section attaches.

VEHICLE HIRE COSTS

The cost of hiring a comparable replacement vehicle for a period or periods **WE** agree to.
This cost includes motor insurance for the vehicle, and delivery and collection charges where necessary.

WE/US/OUR/ARAG

ARAG Legal Expenses Insurance Company Limited.

YOU/YOUR

The person who has taken out this policy (the policyholder).

Legal protection: our agreement

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

- 1 **REASONABLE PROSPECTS** exist for the duration of the claim
- 2 the **DATE OF OCCURRENCE** of the insured incident is during the **PERIOD OF INSURANCE**
- 3 any legal proceedings will be dealt with by a court, or other body which **WE** agree to, within the **COUNTRIES COVERED**
- 4 the insured incident happens within the **COUNTRIES COVERED**. For insured incident 5 Replacement vehicle hire, the hire vehicle is required within the **COUNTRIES COVERED**.

What we will pay

WE will pay an **APPOINTED REPRESENTATIVE**, on behalf of an **INSURED PERSON**, **COSTS AND EXPENSES** incurred following an insured incident, provided that:

- a) the most **WE** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.
- b) the most **WE** will pay in **COSTS AND EXPENSES** is no more than the amount **WE** would have paid to a **PREFERRED LAW FIRM**. The amount **WE** will pay a law firm (where acting as an **APPOINTED REPRESENTATIVE**) is currently £100 per hour. The amount may vary from time to time.
- c) in respect of an appeal or the defence of an appeal, the **INSURED PERSON** must tell **US** within the statutory time limits allowed that they want to appeal. Before **WE** pay the **COSTS AND EXPENSES** for appeals, **WE** must agree that **REASONABLE PROSPECTS** exist and for insured incident 3 Motor prosecution defence, **WE** must have defended the original motoring prosecution.
- d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **WE** will pay in **COSTS AND EXPENSES** is the value of the likely award.

What we will not pay

- 1 In the event of a claim, if an **INSURED PERSON** decides not to use the services of a **PREFERRED LAW FIRM**, they will be responsible for any costs that fall outside the **ARAG STANDARD TERMS OF APPOINTMENT** and these will not be paid by **US**.
- 2 If **YOU** are registered for VAT **WE** will not pay the VAT element of any **COSTS AND EXPENSES** and/or vehicle hire costs.

Motor Legal Protection

Insured incidents

1 Personal Injury

What is covered

COSTS AND EXPENSES incurred to pursue an **INSURED PERSON**'s legal rights after an event which has caused:

- a) their death; or
- b) bodily injury to them, whilst travelling in or on the **INSURED VEHICLE**.

What is not covered

- 1 Psychological injury or mental illness unless the condition is caused by the same event as a physical bodily injury and forms part of the same claim.
- 2 Defending an **INSURED PERSON**'s legal rights other than in defending a counter-claim.

2 Uninsured Loss Recovery

What is covered

COSTS AND EXPENSES incurred to recover an **INSURED PERSON**'s **UNINSURED LOSSES** after an event which has caused damage to:

- a) the **INSURED VEHICLE**; and/or
- b) any property belonging to an **INSURED PERSON** whilst in or on the **INSURED VEHICLE**.

3 Motoring Prosecution Defence

What is covered

COSTS AND EXPENSES incurred to defend an **INSURED PERSON**'s legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the **INSURED VEHICLE**, which the **INSURED PERSON** has notified **US** of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the **INSURED PERSON** is notified of a prosecution any other way.

What is not covered

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

4 Motor contract disputes

What is covered

COSTS AND EXPENSES incurred in respect of a dispute arising from an agreement or an alleged agreement which **YOU** have entered into in a personal capacity for the:

- a) buying, selling, hiring or insurance of the **INSURED VEHICLE** or its spare parts or accessories
- b) service, repair or testing of the **INSURED VEHICLE**.

Provided that:

- i) **YOU** must have entered into the agreement or alleged agreement during the **PERIOD OF INSURANCE**, and
- ii) the amount in dispute must be more than £100 (including VAT).

What is not covered

- 1 The settlement payable under an insurance policy (**WE** will cover a dispute if **YOUR** insurer refuses **YOUR** claim, but not for a dispute over the amount of the claim).
- 2 The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

5 Replacement hire vehicle

What is covered

WE will make the arrangements for vehicle hire for **YOU** within the **COUNTRIES COVERED** 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 the other person's fault.

Motor Legal Protection

Provided that:

- i) **YOU** must agree to us trying to recover any vehicle hire costs in **YOUR** name, and any costs recovered must be paid to **US**.
- ii) **WE** will choose the vehicle hire company and the type of vehicle to be hired.
- iii) **WE** will decide how long a vehicle can be hired for.
- iv) **YOU** must tell us 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 **WE** choose and must follow any terms and conditions of hire.
- vi) **YOU** must tell **US** if **YOU** do not intend to use the hire vehicle for a period of time, for example if **YOU** will be away on holiday.
- vii) On occasion, **WE** may require **YOU** to arrange **YOUR** own insurance for the hire vehicle. For example, if **YOU** have penalty points. In such cases, **YOU** will be required to pay for the insurance but **WE** will seek to recover the costs of the insurance on **YOUR** behalf.

Please note:

- a) if the **INSURED VEHICLE** is undriveable following the accident, the vehicle hire will start at once. If the **INSURED VEHICLE** remains driveable, the vehicle hire will start no earlier than when the **INSURED VEHICLE** goes into a garage for repairs.
- b) it may not be possible to arrange a new vehicle hire outside of the hire company's usual office hours and vehicle delivery times. However, **YOU** should still report the claim to us as soon as possible after the accident.
- c) the vehicle hire will end no more than 24 hours after repairs are completed on the **INSURED VEHICLE**, allowing **YOU** time to collect **YOUR** vehicle and for the vehicle hire company to collect their vehicle.
- d) if the **INSURED VEHICLE** was a total loss, the vehicle hire will end no more than 7 calendar days after **YOU** receive the total loss payout, allowing **YOU** time to replace **YOUR** vehicle.
- e) if the other person, or their representative, claims they were not entirely at fault, **WE** will only provide vehicle hire if **WE** assess the evidence to be showing that they were entirely at fault. If **OUR** assessment of the evidence indicates that both **YOU** and the other person were partly at fault (known as split liability), or that **YOU** were entirely at fault, **WE** will not provide vehicle hire.
- f) there may sometimes be circumstances, such as local unavailability, in which **WE** are unable to provide a comparable replacement vehicle. In such cases **WE** 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**.

What is not covered

- 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.
- 3 **VEHICLE HIRE COSTS** when **YOU** have reasonable use of an alternative vehicle.

Section exclusions

WE will not pay for the following:

1 Late reported claims

A claim where the **INSURED PERSON** has failed to notify **US** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **REASONABLE PROSPECTS** of a claim or **WE** consider **OUR** position has been prejudiced.

2 Costs we have not agreed

COSTS AND EXPENSES or **VEHICLE HIRE COSTS** incurred before **OUR** acceptance of a claim. If **WE** agree to pay **VEHICLE HIRE COSTS** but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, **WE** will not pay any further vehicle hire costs. However, **WE** will not seek to recover any costs from **YOU** that **WE** have already paid provided the accident details **YOU** have supplied are true and complete.

3 Court awards and fines

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

Motor Legal Protection

4 Uninsured drivers

The **INSURED VEHICLE** being used by anyone, with **YOUR** permission, who does not have valid motor insurance or a valid driving licence.

5 A dispute with ARAG

A dispute with **US** or **ISLANDS INSURANCE** not otherwise dealt with under policy condition 8.

6 Legal action we have not agreed

Any legal action an **INSURED PERSON** takes that **WE** or the **APPOINTED REPRESENTATIVE** have not agreed to, or where an **INSURED PERSON** does anything that hinders **US** or the **APPOINTED REPRESENTATIVE**.

7 Judicial review, coroner's inquest or fatal accident inquiry

COSTS AND EXPENSES arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

8 Nuclear, war and terrorism risks

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

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
- d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

9 Litigant in person

Any claim where an **INSURED PERSON** is not represented by a law firm or barrister.

10 Wilful acts

Any wilful act or omission of an **INSURED PERSON** deliberately intended to cause a claim under this policy.

11 Use of alcohol and drugs

Any claim that arises from an **INSURED PERSON's** use of alcohol or drugs.

Section conditions

1 An insured person's legal representation

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

2 An insured person's responsibilities

- a) An **INSURED PERSON** must co-operate fully with **US** and the **APPOINTED REPRESENTATIVE**.
- b) An **INSURED PERSON** must give the appointed representative any instructions that **WE** ask them to.

Motor Legal Protection

3 Offers to settle a claim

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

4 Assessing and recovering costs

- a) An **INSURED PERSON** must instruct the **APPOINTED REPRESENTATIVE** to have **COSTS AND EXPENSES** taxed, assessed or audited if **WE** ask for this.
- b) An **INSURED PERSON** must take every step to recover **COSTS AND EXPENSES** that **WE** have to pay and must pay **US** any amounts that are recovered.

5 Cancelling an appointed representative's appointment

If the **APPOINTED REPRESENTATIVE** refuses to continue acting for an **INSURED PERSON** with good reason, or if the **INSURED PERSON** dismisses the **APPOINTED REPRESENTATIVE** without good reason, the cover **WE** provide will end immediately, unless **WE** agree to appoint another **APPOINTED REPRESENTATIVE**.

6 Withdrawing cover

- a) If an **INSURED PERSON** settles or withdraws a claim without **OUR** agreement, or does not give suitable instructions to the **APPOINTED REPRESENTATIVE**, **WE** can withdraw cover and will be entitled to reclaim from the **INSURED PERSON** any **COSTS AND EXPENSES** **WE** have paid.
- b) If, during the course of a claim, **REASONABLE PROSPECTS** no longer exist, the cover **WE** provide will end at once. **WE** will pay any **COSTS AND EXPENSES** **WE** have agreed to, up to the date cover was withdrawn.

7 Expert opinion

WE may require the **INSURED PERSON** to get, at their own expense, an opinion from an expert that **WE** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **US** and the cost agreed in writing between **YOU** and **US**.

Subject to this, **WE** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **INSURED PERSON** will recover damages (or obtain any other legal remedy that **WE** have agreed to) or make a successful defence.

8 Arbitration

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

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **US**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **WE** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9 Keeping to the policy terms

An **INSURED PERSON** must:

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

Motor Legal Protection

10 Cancelling the section

YOU can cancel this section by telling **US** within 14 days of taking it out. Provided no claims have been made within that period, the person who sold **YOU** this policy will give **YOU** a full refund of the premium, subject to any separate charges that they may apply. **YOU** may also cancel this section at any time afterwards as long as **YOU** tell us at least 14 days beforehand. **WE** can cancel this section at any time as long as **WE** tell **YOU** at least 14 days beforehand.

If the section is cancelled after 14 days of taking it out, subject to the terms of business between **YOU** and the person who sold **YOU** this section, **YOU** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **YOU** and the person who sold **YOU** this section. Please contact them directly for full details of charges.

11 Fraudulent claims

WE will, at **OUR** discretion, void the section (make it invalid) from the date of claim, or alleged claim, and/or **WE** will not pay the claim if:

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

12 Claims under this policy by a third party

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

13 Other insurances

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

14 Law that applies

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

Helpline services

An **INSURED PERSON** can contact **OUR** UK-based call centre 24 hours a day, seven days a week. However, **WE** may need to arrange to call the **INSURED PERSON** back depending on their enquiry. To help **US** check and improve **OUR** service standards, **WE** may record all calls. When phoning, please tell **US YOUR** policy number and the name of the insurance provider who sold **YOU** this policy.

Legal Advice Service: Call 0117 934 0552

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

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

Tax Advice Service: Call 0117 934 0552

WE will provide an **INSURED PERSON** with confidential advice over the phone on personal tax matters in the UK.

Tax advice is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If the INSURED PERSON calls outside these times, a message will be taken and a return call arranged within the operating hours.

Health and Medical Information Service: Call 0117 934 0552

WE will provide an **INSURED PERSON** with information over the phone on general health issues and advice on a wide variety of medical matters. **WE** can provide information on what health services are available in an **INSURED PERSON**'s area, including local NHS dentists.

Motor Legal Protection

Health and medical information is provided by a medically qualified person 9am-5pm, Monday to Friday, excluding public and bank holidays. If the insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.

Counselling service: Call 0117 934 2121

WE will provide an **INSURED PERSON** with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary and/or professional services. The **INSURED PERSON** will pay any costs for using the services to which they are referred.

This helpline is open 24 hours a day, seven days a week.

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

Privacy

When **YOU** purchase and use an **ARAG** product **WE** will process personal information about **YOU** and anyone else whose details are provided to **US** to provide **YOU** with a service or a claim.

WE process **YOUR** personal information in accordance with **OUR** Privacy Notice. **YOU** can find **OUR** Privacy Notice online at www.arag.co.uk/privacy. Alternatively **YOU** can make a request for a printed copy to be sent to **YOU** by contacting dataprotection@arag.co.uk

How to make a complaint

WE always aim to give **YOU** a high quality service. If **YOU** think **WE** have let you down, **YOU** can contact **US** by:

- Phoning **0344 893 9013**
- Emailing customer-relations@arag.co.uk
- Writing to the Customer Relations Department, ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW
- Completing **OUR** online complaint form at www.arag.co.uk/complaints

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

If **YOU** are not happy with the complaint outcome or if **WE**'ve been unable to respond to **YOUR** complaint within 8 weeks, **YOU** may be able to contact the Financial Ombudsman Service for help.

This is a free complaint resolution service for eligible complaints.

(Details available from www.financial-ombudsman.org.uk)

YOU can contact them by:

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

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

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

About ARAG

Registered Address:

ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW

Registered in England and Wales, Company Number 103274, Website: www.arag.co.uk

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

Financial Services Compensation Scheme

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

European Travel

YOU must inform Islands Insurance of any single trip longer than 14 days or if YOU are going to exceed 60 days in any one PERIOD OF INSURANCE or need cover for a country not listed below as WE reserve the right to charge an additional premium.

What is insured

Full Cover

WE will provide the same cover currently applicable to YOUR VEHICLE under sections "Damage to the Vehicle", "Liability to the Public" and "Trailers" while the VEHICLE is in any of the following countries or principalities:

Andorra	Greece	Poland
Austria	Hungary	Portugal
Belgium	Iceland	Romania
Bulgaria	Italy	San Marino
Cyprus	Latvia	Slovak Republic
Czech Republic	Liechtenstein	Slovenia
Denmark	Lithuania	Spain
Estonia	Luxembourg	Sweden
Finland	Malta	Switzerland
France	Monaco	Turkey
Germany	Netherlands	
Gibraltar	Norway	

Cover also applies while travelling via the Channel Tunnel or by sea between ports in any of these countries or principalities, the United Kingdom, the Republic of Ireland, the Isle of Man and the Channel Islands provided that the journey is by a recognised sea passage and takes less than 65 hours in normal conditions.

If an accident causes damage to the VEHICLE which is covered under the policy and YOU are unable to return the VEHICLE to the United Kingdom or the Channel Islands because of the damage, WE will pay for:

- 1 customs duty YOU have to pay because YOU have temporarily imported the VEHICLE; and
- 2 the reasonable cost of returning the VEHICLE after repair to YOUR address shown on the SCHEDULE or YOUR temporary address in the country where damage occurred.

Bail Bond

WE will provide a guarantee or deposit of up to £2,500 if YOU or the driver are detained, or if the VEHICLE is impounded because of an accident which has led, or might lead, to a claim under the policy.

As soon as the guarantee is released or the deposit can be recovered, YOU or the driver must comply with all necessary formalities and give US all the help and information WE need to get the guarantee cancelled or the deposit returned. YOU must reimburse US, without delay, any amount which WE cannot recover.

Restricted Cover

Cover is restricted to "Liability to the Public" while the VEHICLE or TRAILER is in any of the following countries or principalities:

Albania	Morocco
Belarus	North Macedonia
Bosnia and Herzegovina	Republic of Moldova
Croatia	Serbia
Montenegro	Tunisia
	Ukraine

What is not insured

No cover applies while the VEHICLE or TRAILER is in any country or principality not noted in either of the two lists under "What is insured".

European Motor Assistance Gold

Thank **YOU** for taking out an ARAG European Motor Assistance Gold policy. ARAG Legal Expenses Insurance Company Limited ('**ARAG**') is the underwriter and provides the motor assistance insurance under **YOUR** policy.

To make sure **YOU** get the most from **YOUR** ARAG cover, please take time to read this section of the policy. It explains the contract between **YOU** and **US**. If **YOU** have any questions or would like more information, please contact **YOUR** insurance adviser.

How we can help

WE are here to help **YOU** 24 hours a day, 365 days a year. In the event of a **BREAKDOWN**, call **OUR** Motor Assistance helpline on:

0800 197 1013 (for calls from Jersey)

0800 197 1015 (for calls from Guernsey)

44 117 934 2177 (for calls from the rest of Europe) and provide the following information:

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

A Motor Assistance operator will arrange for one of **OUR** repairers to come to **YOUR** assistance as quickly as possible.

It is important that **YOU** contact **OUR** Motor Assistance centre as soon as possible after the **BREAKDOWN**. **WE** will not cover any call-out charges and labour costs unless **WE** have given **OUR** agreement.

If **YOUR** vehicle cannot be repaired within an hour at the scene of the **BREAKDOWN**, **WE** can arrange for the **VEHICLE** and **INSURED PERSON(S)** to be taken to a suitable repairer or, provided it is nearer, your home address. If the **VEHICLE** cannot be repaired the same day as the **BREAKDOWN**, **WE** will pay for one of the following:

- transporting **YOU** and **YOUR** vehicle to a destination within the **COUNTRIES COVERED**; or
- the hire of a vehicle so **YOU** can continue **YOUR** journey; or
- the cost of overnight accommodation.

To help **US** check and improve our service standards, **WE** may record all calls.

When we cannot help

OUR repairers cannot work on **YOUR VEHICLE** if it is unattended.

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

Definitions for this section only

The following words have these meanings wherever they appear in this section of the policy in capital letters.

BREAKDOWN

An event (excluding a road traffic collision):

- a) Which causes the driver of **YOUR VEHICLE** to be unable to start a journey within the **COUNTRIES COVERED**, or brings the **VEHICLE** to a halt on a journey within the **COUNTRIES COVERED**, because of some fault with the **VEHICLE** or a failure which means it will no longer drive; or
- b) Where the journey within the **COUNTRIES COVERED** cannot be started or continued safely without further concern for the **VEHICLE**.

This includes electric vehicles running out of charge, and also misfuelling (meaning the wrong type of fuel has been put into **YOUR VEHICLE**) within the Channel Islands only.

COUNTRIES COVERED

Sub-section A The Channel Islands.

Sub-section B The United Kingdom, the Isle of Man, the European Union, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

European Motor Assistance Gold

INSURED PERSON(S)

YOU and any passenger or driver who is in the **VEHICLE** with **YOUR** permission at the time of the **BREAKDOWN**.

PERIOD OF INSURANCE

The period for which **WE** have agreed to cover **YOU**.

VEHICLE

The petrol, diesel, electric, LPG (liquefied petroleum gas) or hydrogen fuelled **VEHICLE** declared to **ISLANDS INSURANCE**. Cover extends to include any caravan or trailer attached to the **VEHICLE** at the time of the breakdown.

The **VEHICLE**, excluding any caravan or trailer, must not weigh more than 3.5 tonnes gross vehicle mass or be over 5.5 metres (18 feet) in length, or over 2.3 metres (7 feet 6 inches) wide.

Any caravan or trailer attached to the **VEHICLE** must not exceed 7.6 metres (25 feet) in length.

WE/US/OUR

ARAG Legal Expenses Insurance Company Limited.

YOU/YOUR

The person who has taken out this policy.

Cover

YOU are covered for the assistance services in this policy if **YOU** have paid **YOUR** premium.

If the service **YOU** require is not provided for under the terms of this section, **WE** will try if **YOU** wish to arrange assistance at **YOUR** expense. The terms of any such assistance are a matter for **YOU** and **YOUR** supplier.

Sub-Section A – Channel Islands Cover

At all times **WE** decide on the best way of providing help.

1 Emergency Roadside Repairs And Home Breakdown

WE will pay the call-out charge and up to one hour's labour costs for one of **OUR** repairers to attend the scene of the **BREAKDOWN**, and where possible, carry out emergency repairs.

2 Misfuelling Service

If the wrong type of fuel has been put into **YOUR VEHICLE**, **WE** will:

- a) arrange and pay for the removal of the fuel from the **VEHICLE** at the place where it happened; or
- b) pay for the cost of transporting **YOUR VEHICLE** and **INSURED PERSON(S)** to one of **OUR** repairers within the **COUNTRIES COVERED** to arrange for the removal of the fuel if this is not possible at the place where it happened; and
- c) deal with any fuel which is recovered from the **VEHICLE** and arrange for its compliant disposal.

What is not covered:

- a) damage to **YOUR VEHICLE** if the wrong fuel has been put into the **VEHICLE** and it has damaged the engine;
- b) the cost of replacement fuel.

3 Vehicle Recovery

If **YOUR VEHICLE** cannot be repaired within one hour at the scene of the **BREAKDOWN**, **WE** will pay for the cost of transporting **YOUR VEHICLE** and **INSURED PERSON(S)** to a single destination of either:

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

European Motor Assistance Gold

4 Getting You To Your Destination

If **YOUR VEHICLE** cannot be repaired on the same day as the **BREAKDOWN**, **WE** will arrange and pay for either:

- a) the cost of transporting **YOUR VEHICLE** or **INSURED PERSON(S)** or both to a destination within the **COUNTRIES COVERED** provided that the **INSURED PERSON(S)** is transported to the same destination as the **VEHICLE**;
- b) transport for the **INSURED PERSON(S)** to travel to a hotel, providing they are not on their island of residence, and the **INSURED PERSON(S)**'s hotel accommodation costs, up to £100 per night.
- c) additional costs for a ferry crossing if **YOU** miss a departure as a result of the **BREAKDOWN**.

Conditions

The most **WE** will pay for any one **BREAKDOWN** under 4 **Getting you to your destination**, is £750.

5 Emergency Message Service

When **YOU** claim for any of the services detailed in 1, 2, 3 and 4 above **WE** will forward a message to a member of **YOUR** family, friend or work colleague if **YOU** would like this.

Sub-Section B – United Kingdom And European Cover

At all times **WE** decide on the best way of providing help.

1 Emergency Roadside Repairs

WE will pay the call-out charge and up to one hour's labour costs for one of **OUR** repairers to attend the scene of the **BREAKDOWN** and, where possible, carry out emergency repairs.

2 Vehicle Recovery

If the **VEHICLE** cannot be repaired within one hour at the scene of the **BREAKDOWN**, **WE** will pay the cost of transporting the **VEHICLE** to one of **OUR** repairers.

3 Getting You To Your Destination

If **YOUR VEHICLE** cannot be repaired on the same day as the **BREAKDOWN**, **WE** will arrange and pay for either:

- a) the cost of transporting **YOUR VEHICLE** or **INSURED PERSON(S)** or both to a destination within the **COUNTRIES COVERED** provided that the **INSURED PERSON(S)** is transported to the same destination as the **VEHICLE**.
- b) the cost of hiring a replacement **VEHICLE** up to £1,000. The replacement **VEHICLE** must remain within the **COUNTRIES COVERED**, and
- c) transport for the **INSURED PERSON(S)** to travel to a hotel, and the **INSURED PERSON(S)**'s hotel accommodation costs, up to £100 per night. The most **WE** will pay for any one **BREAKDOWN** is £750.
- d) additional costs for a ferry crossing if **YOU** miss a departure as a result of the **BREAKDOWN**.

The most **WE** will pay for all claims arising from any one **BREAKDOWN** is £3,000 or the value of **YOUR VEHICLE**, whichever is less.

4 Emergency Message Service

When **YOU** claim for any of the services detailed in 1, 2 and 3 above **WE** will forward a message to a member of **YOUR** family, friend or work colleague if **YOU** would like this.

What is not insured

1 The **BREAKDOWN** of **YOUR VEHICLE**:

- a) within the first 48 hours from the date of **YOUR** application if cover is taken out separately from any other agreement; or
- b) if it has knowingly been driven in an unsafe or un-roadworthy condition; or
- c) which has resulted from lack of oil, fuel or water; or
- d) which occurs while **YOUR VEHICLE** is being used for motor racing, trials or rallying or for hire or reward.

2 The cost of:

- a) storage charges, **YOU** will be responsible for any **VEHICLE** storage charges incurred when **YOU** are using **OUR** services; or

European Motor Assistance Gold

- b) spare or replacement parts, fluids or fuel, or charging of electric vehicles, or any other materials used in repairing **YOUR VEHICLE**; or
 - c) any other repairs except those at the scene of the **BREAKDOWN**; or
 - d) replacing a wheel if **YOUR VEHICLE** does not have a serviceable spare wheel; or
 - e) replacing broken windows or keys or finding missing keys; or
 - f) ferry crossings (other than additional costs if you miss a departure as a result of the **BREAKDOWN**), parking charges, fines or toll charges.
- 3 Any charges arising from an **INSURED PERSON**'s failure to comply with **OUR** instructions or **OUR** repairers' instructions in respect of the assistance being provided.
 - 4 Any costs incurred before **YOU** have notified **US** of the **BREAKDOWN**.
 - 5 Any **VEHICLE** which cannot be recovered by a standard trailer or transporter.
 - 6 The recovery of a caravan or trailer on tow which exceeds 7.6 metres (25 feet) in length.
 - 7 Repair or recovery of **YOUR VEHICLE**, whether on public or private roads or land, if it is uninsured, untaxed or declared **SORN** (meaning that **YOU** have provided a Statutory Off Road Notification to the DVLA to register **YOUR VEHICLE** as off the road).
 - 8 The failure, or other issues with the working, of self-driving or autonomous features in **YOUR VEHICLE**.
 - 9 An incident caused by, contributed to by, or arising from hacking (unauthorised access) or other type of cyber attack.
 - 10 **BREAKDOWNS** caused by, contributed to by or arising from:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
 - c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000; or
 - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Conditions applying to this section

- 1 An **INSURED PERSON** must keep to the terms and conditions of this section.
- 2 At all times during the **PERIOD OF COVER**, the **VEHICLE** must be maintained in a roadworthy condition and regularly serviced.
- 3 An **INSURED PERSON** must be present with the **VEHICLE** when **OUR** repairer arrives.
- 4 **WE** will make every effort to provide the service at all times, but **WE** will not be responsible for any liability arising from failure of the service.
- 5 The transportation of any animal or livestock is undertaken solely at **OUR** discretion and **WE** accept no liability for the safety or welfare of any animal or livestock during its transportation.
- 6 **WE** will not pay for any loss that is not directly covered by the terms and conditions of this section. For example **WE** will not pay for **YOUR** travel costs for collecting **YOUR VEHICLE** from a repairer, loss of income from taking time off work because of a **BREAKDOWN**, or loss from cancelled or missed appointments.
- 7 **WE** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
- 8 This section is governed by English Law.

Privacy

When **YOU** purchase and use an **ARAG** product **WE** will process personal information about **YOU** and anyone else whose details are provided to **US** to provide **YOU** with a service or a claim.

WE process **YOUR** personal information in accordance with **OUR** Privacy Notice. **YOU** can find our Privacy Notice online at www.arag.co.uk/privacy. Alternatively **YOU** can make a request for a printed copy to be sent to **YOU** by contacting dataprotection@arag.co.uk

European Motor Assistance Gold

How to make a complaint

WE always aim to give **YOU** a high quality service. If **YOU** think **WE** have let **YOU** down, **YOU** can contact **US** by:

- Phoning **0344 893 9013**
- Emailing customer-relations@arag.co.uk
- Writing to the Customer Relations Department, ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW
- Completing **OUR** online complaint form at www.arag.co.uk/complaints

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

If **YOU** are not happy with the complaint outcome or if **WE**'ve been unable to respond to **YOUR** complaint within 8 weeks, **YOU** may be able to contact the Financial Ombudsman Service for help.

This is a free complaint resolution service for eligible complaints.

(Details available from www.financial-ombudsman.org.uk)

YOU can contact them by:

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

Further information is available on their website:

www.financial-ombudsman.org.uk

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

About ARAG

Registered Address:

ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW

Registered in England and Wales, Company Number 103274, Website: www.arag.co.uk

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

Financial Services Compensation Scheme

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

Operative Endorsements

Endorsements amend the cover provided by **YOUR** policy. Endorsements applying to **YOUR** policy will be shown on **YOUR SCHEDULE**.

Charitable Assignment Condition

This condition forms part of the terms on which **YOUR** policy is issued. Words printed in capitals in this condition are explained in paragraph 4 below.

- 1 Unless paragraph 3 applies, **YOU** agree with **US** and the **CHARITY** that **YOU** will transfer to the **CHARITY** the right to any **WINDFALL** which **YOU** would otherwise be entitled to receive in respect of the policy and any renewal or reissue of it.
- 2 To ensure that the agreement **YOU** have entered into in paragraph 1 can be effectively carried out:
 - a) **YOU** authorise **US** to transfer any **WINDFALL** direct to the **CHARITY**;
 - b) **YOU** agree to sign any documents and to do anything else which may be needed to transfer any **WINDFALL**, and **YOUR** right to receive the windfall, to the **CHARITY**;
 - c) **YOU** appoint **US** and any of **OUR** officers and (as a separate appointment) the **CHARITY** and

Charitable Assignment Condition

- any of its officers to be **YOUR** agent to take any of the steps mentioned in b) above on **YOUR** behalf;
- d) **YOU** authorise **US** to provide the **CHARITY** with any information it reasonably requires about **YOU** and any policy **YOU** hold with **US**, and **YOU** consent to **US** and the **CHARITY** holding and processing such information for this purpose;
 - e) **YOU** cannot revoke the authority contained in a) or d) above, or the appointment contained in c) above
- 3 Paragraph 1 shall not apply in respect of any **WINDFALL** which arises from a **BUSINESS TRANSFER** to any company or other body corporate which is at the time of such transfer **OUR** subsidiary, in circumstances where such transfer is not in any way related to a **DEMUTUALISATION** or to any sale or other disposal (or proposed sale or other disposal) of such subsidiary.
- 4 In this condition:
- a) the '**CHARITY**' is the **NFU** Mutual Charitable Trust or, if it ceases to exist, any other charity which becomes entitled to the benefit of the agreement **YOU** have entered into in paragraph 1;
 - b) '**BUSINESS TRANSFER**' means a transfer of part or all of **OUR** business to any other person, firm or company;
 - c) '**DEMUTUALISATION**' means a change or proposed change in **OUR** constitution or corporate status (whether or not involving or associated with a **BUSINESS TRANSFER**) which has the effect that **WE** cease to be a **MUTUAL ORGANISATION**;
 - d) '**MUTUAL ORGANISATION**' means a company or other body whose constitution limits membership and voting rights wholly or mainly to persons purchasing goods or services from it or otherwise trading with it;
 - e) '**WE**', '**US**' or '**OUR**' refers to The National Farmers Union Mutual Insurance Society Limited and any company or other organisation which becomes entitled to all or part of its business;
 - f) a '**WINDFALL**' means any benefit to which **YOU** become entitled as one of **OUR** members on or in connection with any future **BUSINESS TRANSFER** or **DEMUTUALISATION**;
 - g) '**YOU**' and '**YOUR**' refer to the policyholder.

If you'd like this document in large print, braille or audio, just contact us.

NFU Mutual is The National Farmers Union Mutual Insurance Society Limited (No. 111982). Registered in England. Registered Office: Tiddington Road, Stratford upon Avon, Warwickshire, CV37 7BJ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. A member of the Association of British Insurers.

