

Helpful information if you need to alter your motor insurance

Change of car

Please notify Endsleigh before or on the date cover is required if You change Your Car, including details of any security system fitted to the car and any alterations to the manufacturer's standard specification. You will need to return Your Certificate of Motor Insurance so that it can be replaced to show the registration number of Your new car effective from the date of the change.

Change of address

Please notify Endsleigh of any change of address, including details of where Your Car is parked overnight.

Change of drivers

Please notify Endsleigh of any change to the drivers covered by this Motor Policy. When adding a driver to Your Motor Policy You will need to confirm full details so that cover can be agreed and return Your Certificate of Motor Insurance for amendment.

Driving abroad

If You wish to use Your Car abroad for more than 90 days or in any country that is not a member of the European Union, please notify Endsleigh at least two weeks prior to Your departure, so that Your cover can be extended for the appropriate period and You can be made aware of any additional premium required and if any additional terms apply.

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Definitions

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear.

Certificate of Motor Insurance – Evidence of the existence of motor insurance as required by law and which forms part of Your Motor Policy.

Commission – The proportion of premium paid to Our Authorised Underwriting Agent.

Court of Summary Jurisdiction – A Magistrates Court or a court of equivalent jurisdiction in the United Kingdom.

Emergency Treatment Fees – Payment for charges prescribed by the Road Traffic Acts for emergency medical assistance following an accident involving a car which We cover.

Endorsement – A change to Your details which forms part of Your Motor Policy.

Excess – The first amount You will have to pay towards the cost of a claim for loss of or damage to Your Car, whether or not the incident giving rise to the claim is Your fault.

Fire – Fire, lightning, explosion or self-ignition.

Malicious Damage – Damage caused to Your Car as a result of an intentional or reckless act.

Market Value – The cost, in the reasonable opinion of an independent motor engineer, of replacing Your Car with a car of the same make, model and pre-loss or damage condition, specification, mileage and age.

Motor Policy – The documents consisting of Your Statement of Insurance, Your Policy Summary, Your Motor Policy book, Your Certificate of Motor Insurance, any Endorsements and Our Authorised Underwriting Agents Status Disclosure.

No Claims Discount – The reduction we allow in Your premium in return for not making a claim, or where no unrecovered payment is made to You or a third party.

Our Authorised Underwriting Agents – Endsleigh Insurance Services Limited

Period of Insurance – The period shown in Your Statement of Insurance and Certificate of Motor Insurance for which we have agreed to cover You and for which You have paid or agreed to pay a premium.

Personal Effects – Property which is worn or used in everyday life and which belongs to You or any passenger in Your Car.

Protected No Claims Discount – Cover against loss of Your No Claims Discount in the event of You making a claim.

Road Traffic Acts – Legislation which includes details of the minimum cover for which motor insurance is required in the United Kingdom.

Statement of Insurance – The document giving details of the Period of Insurance, Your cover, the premium, the Insurer and the policy number. The Statement of Insurance includes all the information You provided when We prepared Your quotation and forms the basis of Your contract.

Theft – Theft, attempted Theft or the taking away of Your Car without Your consent.

United Kingdom/UK – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (including transit by sea, air, rail or within and between these places).

We/Us/Our/the Insurer – The Insurer specified in both Your Statement of Insurance and Your Certificate of Motor Insurance.

You/Your/the Insured – The person named as the policyholder in both Your Statement of Insurance and Your Certificate of Motor Insurance.

Your Car/the Insured Car – The car described in Your Statement of Insurance or any replacement car which has been notified to and accepted by Us, and for which You have a Certificate of Motor Insurance showing the registration mark.

See the "Legal Cover" section on pages 11-12, "Road Rage Benefit" section on page 12, "Drivers Accident Plan" section on pages 13-15 and "Payment Protection Insurance" section on pages 15-18 for supplementary definitions which apply to these sections. See also pages 9-10 under General Conditions heading.

How to read Your Endsleigh Motor Policy book

This is Your Endsleigh Motor Policy book.

Your Cover

Please read Your Motor Policy carefully to ensure that Your cover meets Your requirements and that the details are correct, noting that certain exclusions and conditions apply.

We have designed the Endsleigh Motor Policy book to help You understand the cover provided. On many pages, to assist You, We have divided the text under the following headings:–

“What is covered”

This text gives information on the cover provided.

“What is not covered”

This text is printed opposite “What is covered” to draw Your attention to what is not covered.

“What is the most We will pay?”

This text is also printed opposite “What is covered” and indicates the maximum amount We will pay for the cover described.

Policy sections which apply to You

The level of cover which applies to You, whether Comprehensive, Third Party Fire and Theft or Third Party Only, is shown in Your Statement of Insurance.

If You have Comprehensive cover, refer to section 1 and the Road Rage Benefit section which is inclusive in Your motor cover and the General Conditions and General Exclusions.

If You have Third Party Fire and Theft cover, refer to section 2 and the Road Rage Benefit section which is inclusive in Your motor cover and the General Conditions and General Exclusions.

If You have Third Party Only cover, refer to section 3 and the Road Rage Benefit section which is inclusive in Your motor cover and the General Conditions and General Exclusions.

If You have Legal Cover shown in Your Statement of Insurance, please refer to Pages 11 - 12 for the explanation of cover and the definitions which apply to that section.

If You have Third Party Fire and Theft cover and have paid a premium to include “Windscreen Cover” please refer to page 13 for the explanation of cover and the definitions which apply to that section.

If You have paid a premium to include “Drivers Accident Plan” please refer to pages 13-15 for the explanation of cover and the definitions which apply to that section.

If You have paid a premium to include “Payment Protection Insurance” please refer to pages 15-18 for the explanation of cover and the definitions which apply to that section.

Our Contract with You

Your Insurer

The Insurer applicable to Your Motor Policy is specified in both Your Statement of Insurance and Certificate of Motor Insurance.

Your Insurance

Your Endsleigh Motor Policy book, Statement of Insurance, Certificate of Motor Insurance and any Endorsements describe the cover during the Period of Insurance You have paid for or are paying for by instalments and for which the Insurer has accepted the premium.

This Motor Policy is a contract solely between You and the Insurer and consists of Your Statement of Insurance, Your Endsleigh Motor Policy book, Certificate of Motor Insurance and any Endorsements. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this Motor Policy in favour of any third party.

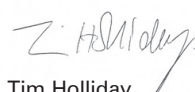
Your cover is effective in the United Kingdom and abroad as specified in the “Driving Abroad” section of Your Endsleigh Motor Policy book.

So that You fully understand what You are covered for, please read Your Statement of Insurance, Your Endsleigh Motor Policy book, Certificate of Motor Insurance and any Endorsements. You should pay particular attention to the General Exclusions and General Conditions shown on pages 9-11 of Your Endsleigh Motor Policy book.

You must notify Us as soon as possible of any changes which affect Your Motor Policy and which have occurred either since the cover started or since the last renewal date. If You do not tell Us about relevant changes, Your Motor Policy may not be valid or may not cover You fully.

Please make sure that Your cover meets Your requirements and the details are correct.

Signed on behalf of the Insurers



Tim Holliday
Managing Director
Endsleigh Insurance Services Limited

Law applicable to this Motor Policy

The parties to a contract of insurance covering a risk situated in the United Kingdom are permitted to choose the Law applicable to the contract. This Motor Policy is governed by English Law. English Law will also apply prior to the conclusion of Your contract of insurance. Your contract of insurance and all communications before and during Your contract of insurance will be provided in the English Language.

How to Make a Complaint

We aim to provide a high level of service and pay claims fairly and promptly under the terms of Your Motor Insurance Policy.

If You are unhappy with any aspect of Our service, please contact, in the first instance the person who originally dealt with Your enquiry. Alternatively You can contact Us by:

Telephone: 0800 085 8698

Post: Customer Liaison Department
Endsleigh Insurance Services Limited
Shurdington Road
Cheltenham
Gloucestershire
GL51 4UE.

Full details of Our complaints procedures are enclosed.

If You remain dissatisfied You have the right to ask the Financial Ombudsman to review Your case. The Ombudsman can be contacted at the following address:–

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

Telephone: 0845 080 1800

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

Contacting the Ombudsman will not affect Your right to take legal action against Us.

You are also given protection by our membership of the Financial Services Compensation Scheme under which You may be entitled to compensation in the very unlikely event that We are unable to meet Our obligations to You.

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Section 1 – Comprehensive Cover

A. Loss or Damage

What is covered

Loss of or damage to Your Car

We will pay for loss of or damage to Your Car. We will also pay for loss of or damage to Your Car's spare parts and accessories as long as they are kept in or on Your Car or in Your own private garage and fall within the maximum amount We will pay.

Windscreen Cover

We will pay for

- the breakage of glass in the windscreen or windows of Your Car
- scratching of its bodywork caused solely by this breakage.

We do not consider a sun roof to be a windscreen or window.

Audio and Navigation Equipment

We will pay for loss of or damage to Your Car's fitted audio and fitted navigation equipment in Your Car.

Personal Effects

We will pay for loss of or damage to Personal Effects whilst in or on Your Car.

New for old Cover–

Cover will apply unless Your Statement of Insurance shows that You do not have this cover

We will replace Your Car if it is less than one year old from the date of first registration from new and You have been the sole owner and it is

- damaged to the extent that repairs will cost more than 60% of the manufacturer's current new car list price (including tax and delivery) at the time the damage occurred; or
- stolen and not recovered.

Payment of claims for loss or damage

We will, at Our reasonable option

- pay the cost of repairs or pay You in cash the amount of any loss or damage where repair can be economically made; or
- pay You in cash for the loss or damage where Your Car is stolen and not recovered or damaged beyond economical repair. The stolen or damaged Car will then belong to Us.

If to Our knowledge Your Car belongs to someone else or is the subject of a hire purchase or leasing agreement, payment for the total loss or destruction of Your Car will normally be made to the legal owner whose receipt will be a full and final discharge to Us.

If Your Car is disabled due to damage covered by this section, We will pay

- the reasonable cost of protecting and removing Your Car to the nearest repairer
- the reasonable cost of delivery following repair to Your address in the United Kingdom.

What is the most We will pay?

Loss of or damage to Your Car

We will not pay

- more than the Market Value of Your Car at the time of the loss or damage
- the amount of any repair or replacement which improves Your Car beyond its condition before the loss or damage
- more than the last list or quoted price for any parts or accessories which have become unobtainable or are no longer manufactured.

Windscreen Cover

The maximum amount We will pay is shown in Your Statement of Insurance.

The Statement of Insurance will also indicate the application of an Excess.

If this is the only damage You claim for and the cost of the claim is equal to or less than the maximum amount shown in Your Statement of Insurance, Your No Claims Discount will not be affected.

Audio and Navigation Equipment

The maximum amount We will pay in total for Your Car's fitted audio and navigation equipment is shown in Your Statement of Insurance. We will not pay more than the value of the audio and navigation equipment at the time of the loss or damage, after making a reasonable deduction for wear and tear.

Personal Effects

The maximum amount We will pay for loss of or damage to Personal Effects whilst in or on Your Car is £100.

New for old Cover–

Cover will apply unless Your Statement of Insurance shows that You do not have this cover

We will replace Your Car with a new car of the exact make, model and specification, provided such a car is available, or a car of the nearest equivalent. The maximum We will pay is the cost of the new replacement of the exact, model and specification of Your Car.

What is not covered

- You will have to pay the total Excess specified in Your Statement of Insurance in respect of each claim for loss of or damage to Your Car. The amount of the Excess may vary according to the nature of the claim and as such, there may be more than one statement of Excess shown in Your Statement of Insurance.
- Loss of use of Your Car.
- Depreciation, wear and tear.
- Mechanical, electrical and electronic faults, breakdown, malfunction, failure or breakage.
- Damage to tyres caused by the application of brakes or by punctures, cuts or bursts.
- Loss of value of Your Car following repair.
- Loss of, or damage to Your Car
 - caused directly or indirectly through theft by deception
 - resulting from deception by a person pretending to be a buyer or an individual acting on behalf of a buyer
- Loss of, or damage to Your Car if it is left unattended unless all windows, doors, sunroof or hood are closed and locked and the keys are removed and stored away from the car.
- You are not covered for loss of or damage to
 - telephones, television equipment or two-way radio transmitters or receivers.
 - money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or air miles vouchers.
 - goods, tools or samples carried in connection with any trade or business.
 - property that is covered under any other policy
- Loss of or damage to Your Car arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Loss as a result of taking Your Car and returning it to its legal owner.
- Loss of or damage to Your Car arising from or in consequence of water freezing in the cooling circulation system of Your Car.
- Where Your Car has not been built to UK specification and any part, unit or accessory of Your Car becomes unobtainable or obsolete in the UK You are not covered for any increase in repair or replacement of the part, unit or accessory due to non-availability and/or waiting time for delivery, or any associated storage costs.
- Loss of, or damage to Your Car if it is driven or used by a member of Your immediate family or household unless that person is reported to the Police.

You must also refer to the General Conditions and the General Exclusions on Pages 10-11 of Your Endsleigh Motor Policy Book

Section 1 – Comprehensive Cover

B. Legal Liability to Others

What is covered

Your legal liability to other people

We will pay all amounts that You are legally liable for in respect of

- death of or bodily injury to any other person
- damage to the property of any other person

arising from any incident involving the use in the United Kingdom of

- Your Car
- any trailer or one mechanically propelled vehicle, which is disabled, whilst attached to Your Car or if accidentally detached during the course of a journey, provided it is not being towed for hire and reward.

Driving other cars

If your certificate of insurance permits you to do so, you are covered under section B (legal liability to others) to drive any other car not owned by you or hired to you under a hire purchase agreement on a Third Party Only basis, as long as

- you have the owner's permission to drive
- there is a valid insurance policy in force covering the car
- you still have the vehicle specified on your Statement of Insurance and it has not been stolen or damaged beyond economical repair.

The legal liability of other people

We will also cover the following people for their legal liabilities to others in the same way as We cover You:–

- any person permitted by Your Certificate of Motor Insurance to drive Your Car
- any person using, but not driving Your Car with Your permission for social, domestic or pleasure purposes
- any passenger travelling in or getting into or out of Your Car
- Your employer or partner while You are driving or using Your Car on their business, provided this is permitted by Your Certificate of Motor Insurance
- the legal representative(s) of any deceased person We cover under this Motor Policy in respect of legal liability incurred by the deceased person.

Costs and Expenses

We will pay, subject to Our prior written agreement

- legal fees reasonably and properly incurred by any person We cover for representation at a coroner's inquest or fatal accident inquiry or in a Court of Summary Jurisdiction
- the cost of legal services to defend any person We cover if they are charged with manslaughter or causing death by dangerous driving or causing death whilst under the influence of drink or drugs and, at Our option, the cost of representation at a Court of Summary Jurisdiction
- any other costs or expenses incurred in connection with any incident which may involve legal liability under this Motor Policy

Emergency Treatment Fees

We will pay for Emergency Treatment Fees as required by the Road Traffic Act

What is the most We will pay?

Your legal liability to other people

We will not pay more than £20,000,000 in respect of loss of or damage to property and £5,000,000 for legal costs and expenses arising out of any one claim or series of claims caused by one event.

What is not covered

- We will not provide cover for the legal liability of any person We insure under this Motor Policy if there is any other insurance in force that covers the same liability.
- We will not cover death of or bodily injury to any person arising out of that person's employment, except where it is necessary to meet the requirements of the Road Traffic Acts.
- Under this section, We will not cover loss of or damage to Your Car or any other property belonging to or in the care of any person We cover under this Motor Policy.

Driving other cars

Cover does not apply

- outside of the United Kingdom
- if the vehicle is registered in any country other than the United Kingdom
- to any driver other than the policyholder
- to secure the release of confiscated/impounded vehicles

Costs and Expenses

We will not pay any legal costs and expenses unless they are in connection with an incident which is covered under this section.

Section 1 – Comprehensive Cover

C. Driving Abroad

What is covered

Cover in the European Union for up to 90 days

We will automatically extend Your cover (as shown in Your Statement of Insurance) beyond the United Kingdom, for any country which is a member of the European Union, and to any other country which agrees to follow European Union directives on motor insurance and is approved by the Commission of the European Union, for up to 90 days during the Period of Insurance.

Cover abroad outside of the European Union and/or in excess of 90 days

If You are visiting a country not referred to above or Your trip abroad will last for more than 90 days, You must give Us prior notification of Your intention to use Your Car abroad and pay any additional premium required. We will extend Your cover (as shown in Your Statement of Insurance) beyond the United Kingdom for the period specified by You. If You do not tell us and Your policy is not endorsed We will provide only the minimum cover which is legally required to use Your Car in the countries referred to above, and no cover at all will apply in any other country.

Full cover abroad

- Your cover in the United Kingdom (as shown in your Statement of Insurance) is extended subject to the countries you are visiting and the period of time you are abroad as outlined above

- in transit (including loading and unloading) between any countries to which this Motor Policy applies, but such transit must be by a recognised sea, air or rail route which takes 65 hours or less under normal conditions.

- We will cover the reasonable cost of the return of Your Car to Your address in the United Kingdom in the event of loss or damage covered by this Motor Policy if:

- it is not possible to economically repair Your Car prior to Your intended return to the United Kingdom
- following its loss, Your Car is recovered after Your return to the United Kingdom

Northern Ireland

If You are permanently resident in Northern Ireland, cover is extended to include temporary use of Your Car in the Republic of Ireland.

Customs Duty

We will pay any customs duty for which You are legally liable in respect of Your Car after it has been imported into any country which is a member of the European Union or which agrees to follow European Union directives on motor insurance as a direct result of any loss or damage covered by this Motor Policy.

Section 1 – Comprehensive Cover

D. No Claims Discount

If no claim is made during the current Period of Insurance and You haven't reached the maximum level of discount available, We will include a discount in Your renewal premium. The amount of discount will be in accordance with Your insurer's No Claims Discount scale at the time of renewal.

If settlement of a claim has been paid by Your insurer during the current Period of Insurance, Your No Claims Discount will be reduced at the next renewal in accordance with Your insurer's No Claims Discount step back scale at the time of renewal.

The insurers that Endsleigh works with operate a variety of step back scales. If You renew Your Endsleigh policy Your insurer may change and therefore the step back scales may change too.

If You paid a premium to protect Your No Claims Discount, and settlement of a claim has been paid by Your insurer during the current Period of Insurance the affect on Your No Claims Discount will be subject to the individual insurer's terms and conditions.

Claims which do not affect Your No Claims Discount

- payments made under (section 2) Windscreen cover section
- payments made under Emergency Treatment fees section
- claims where You are not at fault and We make a full recovery of all Our costs.

Section 1 – Comprehensive Cover

E. Additional Benefits

What is covered

1. Medical Expenses

If You or Your passengers are injured as a direct result of an accident involving Your Car We will pay medical expenses for each person injured.

2. Personal Accident Benefit

If You or Your husband/wife/civil partner are injured solely and directly as the result of an accident involving Your Car or whilst getting into, travelling as a passenger in or getting out of any private car, We will pay the following amounts if, within ninety days of the accident, the injury results in

Death	£2000
Total and irrecoverable loss of all sight in one or both eyes	£1000
Loss of use of one or more limbs	£1000

3. Car Sharing

If You receive a contribution for carrying passengers in Your Car as part of a car sharing arrangement for social or other similar purposes, We will not regard this as using Your Car for hiring, provided that

- Your Car is not constructed or adapted to carry more than seven passengers (excluding the driver)
- the passengers are not being carried in the course of a business of carrying passengers
- the total contributions received for the journey concerned do not include an element of profit.

4. Allowance for the use of Your Car

If You receive an allowance for the use of Your Car in connection with the normal business of Your employer, We will not regard this as using Your Car for hiring provided business use is permitted under Your Certificate of Motor Insurance.

5. Service or Repair

Loss of or damage to Your Car will still be covered while it is in the custody of the motor trade for service, repair, maintenance or testing. While Your Car is in the custody of the motor trade We will ignore any limitations as to driving or use as shown in Your Statement of Insurance.

6. Damage to Your Car

If Your motor insurance policy covers You for the cost of repairs to Your Car as a result of damage, fire or a theft, You should contact the Endsleigh New Claim Notification Helpline on 0800 7834433. We have access to a select nationwide network of garages who will:-

- arrange for Your damaged car to be collected
- leave a replacement car for Your use whilst Your Car is being repaired
- repair Your Car and re-deliver it to You within the UK to Your home address
- guarantee all repair work for 5 years

The replacement car will be a small hatchback or similar vehicle.

What is the most We will pay?

1. Medical Expenses

We will pay medical expenses up to £100 for each injured person as a direct result of an accident involving Your Car.

2. Personal Accident Benefit

The maximum amount We will pay is £2000 per person following any one accident.

What is not covered

We will not pay the personal accident benefit for death or injury

- if the injured person is aged 70 years or more at the time of the accident
- if caused by deliberate self-injury, suicide or attempted suicide
- if at the time of the accident the injured person has an alcohol or drug content in the blood/urine in excess of the legal limit
- under more than one Motor Policy.

Section 2 – Third Party Fire and Theft Cover

A. Loss or Damage

What is covered

Loss of or damage to Your Car

We will pay for loss of or damage to Your Car caused by:–

- a) Fire
- b) Theft

We will also cover Your Car's spare parts and accessories in the same way as long as they are kept in or on Your Car or in Your own private garage and fall within the maximum amount We will pay.

Audio and Navigation Equipment

We will pay for loss or damage to Your Car's fitted audio or fitted navigation equipment in Your Car caused by fire or Theft.

Payment of claims for loss or damage

We will, at Our reasonable option

- pay the cost of repairs or pay You in cash the amount of any loss or damage where repair can be economically made; or
- pay You in cash for the loss or damage where Your Car is stolen and not recovered, or damaged beyond economical repair. The stolen or damaged Car will then belong to Us.

If to Our knowledge Your Car belongs to someone else or is the subject of a Hire Purchase or Leasing Agreement, payment for the total loss or destruction of Your Car will normally be made to the legal owner whose receipt will be a full and final discharge to Us.

- If Your Car is disabled due to damage covered by this section, We will pay
- the reasonable cost of protecting and removing Your Car to the nearest repairer
 - the reasonable cost of delivery following repair to Your address in the United Kingdom.

Damage to Your Car

Contact the Endsleigh New Claim Notification Helpline on 08000 969679 who will advise You how to proceed.

What is the most We will pay?

Loss of or damage to Your Car

We will not pay

- more than the Market Value of Your Car at the time of the loss or damage
- the amount of any repair or replacement which improves Your Car beyond its condition before the loss or damage
- more than the last list or quoted price for any parts or accessories which have become unobtainable or are no longer manufactured

Audio and Navigation Equipment

The maximum amount We will pay in total for Your Car's fitted audio and navigation equipment is shown in Your Statement of Insurance. We will not pay more than the value of the audio equipment at the time of the loss or damage after making a reasonable deduction for wear and tear.

What is not covered

- a) You will have to pay the total Excess specified in Your Statement of Insurance in respect of each claim for loss of or damage to Your Car. The amount of the Excess may vary according to the nature of the claim and as such, there may be more than one statement of Excess shown in Your Statement of Insurance.
- b) Loss of use of Your Car.
- c) Depreciation, wear and tear.
- d) Mechanical, electrical and electronic faults, breakdown, malfunction, failure or breakage.
- e) Loss of value of Your Car following repair.
- f) Loss of, or damage to Your Car
 - caused directly or indirectly through theft by deception
 - resulting from deception by a person pretending to be a buyer or an individual acting on behalf of a buyer.
- g) Loss of, or damage to Your Car if it is left unattended unless all windows, doors, sunroof or hood are closed and locked and the keys are removed and stored away from Your Car.
- h) You are not covered for loss of or damage to
 - telephones, television equipment or two-way radio transmitters or receivers
 - money, stamps, tickets, documents, securities, lottery tickets, raffle tickets, promotional vouchers or Air Miles vouchers
 - goods, tools or samples carried in connection with any trade or business
 - property that is covered under any other policy.
- i) Loss of or damage to Your Car arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- j) Loss as a result of taking Your Car and returning it to its legal owner.
- k) Where Your Car has not been built to UK specification and any part, unit or accessory of Your Car becomes unobtainable or obsolete in the UK You are not covered for any increase in repair or replacement of the part, unit or accessory due to non-availability and/or waiting time for delivery, or any associated storage costs.
- l) Loss of, or damage to Your Car if it is driven or used by a member of Your immediate family or household unless that person is reported to the Police.

Section 2 – Third Party Fire and Theft Cover

B. Legal Liability to Others

What is covered

Your legal liability to other people

We will pay all amounts that You are legally liable for in respect of

- death of or bodily injury to any other person

– damage to the property of any other person arising from any incident involving the use in the United Kingdom of

- Your Car

– any trailer or one mechanically propelled vehicle, which is disabled, whilst attached to Your Car or if accidentally detached during the course of a journey, provided it is not being towed for hire and reward.

What is the most We will pay?

Your legal liability to other people

We will not pay more than £20,000,000 in respect of loss of or damage to property and £5,000,000 for legal costs and expenses arising out of any one claim or series of claims caused by one event.

What is not covered

Your legal liability to other people

- a) We will not provide cover for the legal liability of any person We insure under this Motor Policy if there is any other insurance in force that covers the same liability.
- b) We will not cover death of or bodily injury to any person arising out of that person's employment, except where it is necessary to meet the requirements of the Road Traffic Acts.
- c) Under this section, We will not cover loss of or damage to Your Car or any other property belonging to or in the care of any person We cover under this Motor Policy.

You must also refer to the General Conditions and the General Exclusions on Pages 10-11 of Your Endsleigh Motor Policy Book

Section 2 – Third Party Fire and Theft Cover

B. Legal Liability to Others (continued)

What is covered

Driving other cars

If your certificate of insurance permits you to do so, you are covered under section A (legal liability to others) to drive any other car not owned by you or hired to you under a hire purchase agreement on a Third Party Only basis, as long as

- you have the owner's permission to drive
- there is a valid insurance policy in force covering the car
- you still have the vehicle specified on your Statement of Insurance and it has not been stolen or damaged beyond economical repair.

The legal liability of other people

We will also cover the following people for their legal liabilities to others in the same way as We cover You:–

- any person permitted by Your Certificate of Motor Insurance to drive Your Car
- any person using, but not driving Your Car with Your permission for social, domestic or pleasure purposes
- any passenger travelling in or getting into or out of Your Car
- Your employer or partner while You are driving or using Your Car on their business, provided this is permitted by Your Certificate of Motor Insurance
- the legal representative(s) of any deceased person We cover under this Motor Policy in respect of legal liability incurred by the deceased person.

Costs and Expenses

We will pay, subject to Our prior written agreement

- legal fees reasonably and properly incurred by any person We cover for representation at a coroner's inquest or fatal accident inquiry or in a Court of Summary Jurisdiction
- the cost of legal services to defend any person We cover if they are charged with manslaughter or causing death by dangerous driving or causing death whilst under the influence of drink or drugs and, at Our option, the cost of representation at a Court of Summary Jurisdiction
- any other costs or expenses incurred in connection with any incident which may involve legal liability under this Motor Policy.

Emergency Treatment Fees

We will pay for Emergency Treatment Fees as required by the Road Traffic Acts.

What is not covered

Driving other cars

Cover does not apply

- outside of the United Kingdom
- if the vehicle is registered in any country other than the United Kingdom
- to any driver other than the policyholder
- to secure the release of confiscated/impounded vehicles

Costs and Expenses

We will not pay any legal costs and expenses unless they are in connection with an incident which is covered under this section.

Section 2 – Third Party Fire and Theft Cover

C. Driving Abroad

What is covered

Cover in the European Union for up to 90 days

We will automatically extend Your cover (as shown in Your Statement of Insurance) beyond the United Kingdom, for any country which is a member of the European Union, and to any other country which agrees to follow European Union directives on motor insurance and is approved by the Commission of the European Union, for up to 90 days during the Period of Insurance.

Cover abroad outside of the European Union and/or in excess of 90 days

If You are visiting a country not referred to above or Your trip abroad will last for more than 90 days, You must give Us prior notification of Your intention to use Your Car abroad and pay any additional premium required. We will extend Your cover (as shown in Your Statement of Insurance) beyond the United Kingdom for the period specified by You. If You do not tell us and Your policy is not endorsed We will provide only the minimum cover which is legally required to use Your Car in the countries referred to above, and no cover at all will apply in any other country.

Full cover abroad

- Your cover in the United Kingdom (as shown in your Statement of Insurance) is extended subject to the countries you are visiting and the period of time you are abroad as outlined above

- in transit (including loading and unloading) between any countries to which this Motor Policy applies, but such transit must be by a recognised sea, air or rail route which takes 65 hours or less under normal conditions.
- We will cover the reasonable cost of the return of Your Car to Your address in the United Kingdom in the event of loss or damage covered by this Motor Policy if:
 - a) it is not possible to economically repair Your Car prior to Your intended return to the United Kingdom
 - b) following its loss, Your Car is recovered after Your return to the United Kingdom

Northern Ireland

If You are permanently resident in Northern Ireland, cover is extended to include temporary use of Your Car in the Republic of Ireland.

Customs Duty

We will pay any customs duty for which You are legally liable in respect of Your Car after it has been imported into any country which is a member of the European Union or which agrees to follow European Union directives on motor insurance as a direct result of any loss or damage covered by this Motor Policy.

Section 2 – Third Party Fire and Theft Cover

D. No Claims Discount

If no claim is made during the current Period of Insurance and You haven't reached the maximum level of discount available, We will include a discount in Your renewal premium. The amount of discount will be in accordance with Your insurer's No Claims Discount scale at the time of renewal.

If settlement of a claim has been paid by Your insurer during the current Period of Insurance, Your No Claims Discount will be reduced at the next renewal in accordance with Your insurer's No Claims Discount step back scale at the time of renewal.

The insurers that Endsleigh works with operate a variety of step back scales. If You renew Your Endsleigh policy Your insurer may change and therefore the step back scales may change too.

If You paid a premium to protect Your No Claims Discount, and settlement of a claim has been paid by Your insurer during the current Period of Insurance the affect on Your No Claims Discount will be subject to the individual insurer's terms and conditions.

Claims which do not affect Your No Claims Discount

- payments made under (section 2) Windscreen cover section
- payments made under Emergency Treatment fees section
- claims where You are not at fault and We make a full recovery of all Our costs.

Section 2 – Third Party Fire and Theft Cover

E. Additional Benefits

What is covered

1. Car Sharing

If You receive a contribution for carrying passengers in Your Car as part of a car sharing arrangement for social or other similar purposes, We will not regard this as using Your Car for hiring, provided that

- Your Car is not constructed or adapted to carry more than seven passengers (excluding the driver)
- the passengers are not being carried in the course of a business of carrying passengers
- the total contributions received for the journey concerned do not include an element of profit.

2. Allowance for the use of Your Car

If You receive an allowance for the use of Your Car in connection with the normal business of Your employer, We will not regard this as using Your Car for hiring provided business use is permitted under Your Certificate of Motor Insurance.

3. Service or Repair

The cover You have under this motor policy applies to You while Your car is in the custody of the motor trade for service, repair, maintenance or testing. While Your Car is in the custody of the motor trade We will ignore any limitations as to driving or use as shown in Your Statement of Insurance.

Section 3 – Third Party Only Cover

A. Legal Liability to Others

What is covered

Your legal liability to other people

We will pay all amounts that You are legally liable for in respect of

- death of or bodily injury to any other person
- damage to the property of any other person arising from any incident involving the use in the United Kingdom of
- Your Car
- any trailer or one mechanically propelled vehicle, which is disabled, whilst attached to Your Car or if accidentally detached during the course of a journey, provided it is not being towed for hire and reward.

Driving other cars

If your certificate of insurance permits you to do so, you are covered under section A (legal liability to others) to drive any other car not owned by you or hired to you under a hire purchase agreement on a Third Party Only basis, as long as

- you have the owner's permission to drive
- there is a valid insurance policy in force covering the car
- you still have the vehicle specified on your Statement of Insurance and it has not been stolen or damaged beyond economical repair.

The legal liability of other people

We will also cover the following people for their legal liabilities to others in the same way as We cover You:–

- any person permitted by Your Certificate of Motor Insurance to drive Your Car
- any person using, but not driving Your Car with Your permission for social, domestic or pleasure purposes
- any passenger travelling in or getting into or out of Your Car
- Your employer or partner while You are driving or using Your Car on their business, provided this is permitted by Your Certificate of Motor Insurance
- the legal representative(s) of any deceased person We cover under this Motor Policy in respect of legal liability incurred by the deceased person.

What is the most We will pay?

Your legal liability to other people

We will not pay more than £20,000,000 in respect of loss of or damage to property and £5,000,000 for legal costs and expenses arising out of any one claim or series of claims caused by one event.

What is not covered

Your legal liability to other people

- a) We will not provide cover for the legal liability of any person We insure under this Motor Policy if there is any other insurance in force that covers the same liability.
- b) We will not cover death of or bodily injury to any person arising out of that person's employment, except where it is necessary to meet the requirements of the Road Traffic Acts.
- c) Under this section, We will not cover loss of or damage to Your Car or any other property belonging to or in the care of any person We cover under this Motor Policy.

Driving other cars

Cover does not apply

- outside of the United Kingdom
- if the vehicle is registered in any country other than the United Kingdom
- to any driver other than the policyholder
- to secure the release of confiscated/impounded vehicles

Section 3 – Third Party Only Cover

A. Legal Liability to Others (continued)

Costs and Expenses

We will pay, subject to Our prior written agreement

- legal fees reasonably and properly incurred by any person We cover for representation at a Coroner's Inquest or Fatal Accident Inquiry or in a Court of Summary Jurisdiction
- the cost of legal services to defend any person We cover if they are charged with manslaughter or causing death by dangerous driving or causing death whilst under the influence of drink or drugs and, at Our option, the cost of representation at a Court of Summary Jurisdiction
- any other costs or expenses incurred in connection with any incident which may involve legal liability under this Motor Policy.

Emergency Treatment Fees

We will pay for Emergency Treatment Fees as required by the Road Traffic Acts.

Costs and Expenses

We will not pay any legal costs and expenses unless they are in connection with an incident which is covered under this section.

Section 3 – Third Party Only Cover

B. Driving Abroad

What is covered

Cover in the European Union for up to 90 days

We will automatically extend Your cover (as shown in Your Statement of Insurance) beyond the United Kingdom, for any country which is a member of the European Union, and to any other country which agrees to follow European Union directives on motor insurance and is approved by the Commission of the European Union, for up to 90 days during the Period of Insurance.

Cover abroad outside of the European Union and/or in excess of 90 days

If You are visiting a country not referred to above or Your trip abroad will last for more than 90 days, You must give Us prior notification of Your intention to use Your Car abroad and pay any additional premium required, We will extend Your cover (as shown in Your Statement of Insurance) beyond the United Kingdom for the period specified by You. If You do not tell us and Your policy is not endorsed We will provide only the minimum cover which is legally required to use Your Car in the countries referred to above, and no cover at all will apply in any other country.

Full cover abroad

- Your cover in the United Kingdom (as shown in your Statement of Insurance) is extended subject to the countries you are visiting and the period of time you are abroad as outlined above
- in transit (including loading and unloading) between any countries to which this Motor Policy applies, but such transit must be by a recognised sea, air or rail route which takes 65 hours or less under normal conditions.

Northern Ireland

If You are permanently resident in Northern Ireland, cover is extended to include temporary use of Your Car in the Republic of Ireland.

Section 3 – Third Party Only Cover

C. No Claims Discount

If no claim is made during the current Period of Insurance and You haven't reached the maximum level of discount available, We will include a discount in Your renewal premium. The amount of discount will be in accordance with Your insurer's No Claims Discount scale at the time of renewal.

If settlement of a claim has been paid by Your insurer during the current Period of Insurance, Your No Claims Discount will be reduced at the next renewal in accordance with Your insurer's No Claims Discount step back scale at the time of renewal.

The insurers that Endsleigh works with operate a variety of step back scales. If You renew Your Endsleigh policy Your insurer may change and therefore the step back scales may change too.

If You paid a premium to protect Your No Claims Discount, and settlement of a claim has been paid by Your insurer during the current Period of Insurance the effect on Your No Claims Discount will be subject to the individual insurer's terms and conditions.

Claims which do not affect Your No Claims Discount

- payments made under (section 2) Windscreen cover section
- payments made under Emergency Treatment fees section
- claims where You are not at fault and We make a full recovery of all Our costs.

Section 3 – Third Party Only Cover

D Additional Benefits

What is covered

1. Car Sharing

If You receive a contribution for carrying passengers in Your Car as part of a car sharing arrangement for social or other similar purposes, We will not regard this as using Your Car for hiring, provided that

- Your Car is not constructed or adapted to carry more than seven passengers (excluding the driver)
- the passengers are not being carried in the course of a business of carrying passengers
- the total contributions received for the journey concerned do not include an element of profit.

2. Allowance for the use of Your Car

If You receive an official allowance for the use of Your Car in connection with the normal business of Your employer, We will not regard this as using Your Car for hiring provided business use is permitted under Your Certificate of Motor Insurance.

3. Serve or Repair

The cover You have under this motor policy applies to You while Your car is in the custody of the motor trade for service, repair, maintenance or testing. While Your Car is in the custody of the motor trade We will ignore any limitations as to driving or use as shown in Your Statement of Insurance.

Cancellation

This Motor Policy may be cancelled by:

- a) You notifying Us or Our Authorised Underwriting Agent that You require Your Motor Policy to be cancelled. Cancelling the direct debit instruction does not mean You have cancelled the Motor Policy. It is a requirement of the Road Traffic Act 1988 that You return Your Certificate of Motor Insurance if Your Motor Policy is being cancelled. Cancellation will take effect from the date We receive Your Certificate of Motor Insurance.

You have the right to cancel this Motor Policy within 14 days of receipt (cooling off period).

Please see your policy summary for details of refunds and charges following cancellation.

In all cases, if Your Motor Policy is being cancelled following an accident or claim no refund will be given and any outstanding premium must be paid. We reserve the right to terminate Your Motor Policy following a total loss claim.

- b) Us or Our Authorised Underwriting Agents by sending You seven days notice in writing to Your last known address. Provided no claims have occurred during the current Period of Insurance, You will be entitled to the refund of the unexpired portion of Your premium.
- c) Us or Our Authorised Underwriting Agents by sending You seven days notice in writing to Your last known address if You do not pay the premium or any loans for financing insurance premiums. If You purchased additional optional cover with the Motor Policy You should refer to the cancellation terms specified in the relevant cover section.

Full details of fees relating to Your Motor Policy can be found in Your Policy Summary.

General Conditions

The General Conditions apply to Your whole Motor Policy.

See the “Legal Cover”, “Road Rage Benefit”, “Windscreen”, “Drivers Accident Plan”, “Payment Protection Insurance”, “Personal Accident Cover”, “Hire Car”, “Excess Protect Cover” and “Breakdown Cover” sections for conditions specific to these sections. You must comply with the following conditions to have the full protection of Your Policy. If You do not comply with them We may at Our option cancel the policy or refuse to deal with Your claim or reduce the amount of any claim payment.

1. Accident and claims procedure

- If any accident, injury, loss or damage occurs, You must
- inform Us, giving full details, as soon as is reasonably possible
 - send every communication You receive in connection with the claim to Us, unanswered as soon as possible after You receive it
 - notify us as soon as You become aware of any pending prosecution, Coroner’s Inquest or Fatal Accident Inquiry involving any person covered by this Motor Policy
 - not admit to, negotiate on, promise to pay or refuse any claim unless You have written permission from Us
 - not act in any way to prejudice Our interests
 - provide Us with all reasonable assistance We may need.

2. Handling the claim on Your behalf

- We can take over and conduct in Your name or in the name of any other person covered by this Motor Policy
- the defence or settlement of any claim
 - legal proceedings in Your name at Our expense and for Our benefit to recover any payments made under this Motor Policy
- You or the person whose name We must use must co-operate with Us on any matter affecting this insurance.

3. Suspension

- If your insurer allows, You may suspend Your Motor Policy by sending Us written notice and returning to Us Your Certificate of Motor Insurance. Suspension of Your Motor Policy will take effect from the date We receive Your Certificate of Motor Insurance. A full credit (reduced to 75%, if fire and theft cover remains in force) of the unused premium (excluding premium for any additional optional cover sections) will be deducted from Your renewal premium, provided the policy term is for 12 months, each period of suspension is in excess of one month and no claims have occurred during the current Period of Insurance. The credit will not be given as a cash refund and cannot be used to extend the existing renewal date. Suspension credits are allowed instead of the next years No Claims Discount, but if the period of suspension is for less than six months, then both the credit and the additional years No Claims Discount will be allowed.

4. Making a claim

- In the event of a claim covered by this Motor Policy, You must still pay the premium. If payment is not made, We or Our Authorised Underwriting Agents
- may cancel this Motor Policy in accordance with General Condition 3(c) and We or Our Authorised Underwriting Agents will seek payment of the outstanding balance of premium
 - may refuse to pay any claim arising from an occurrence on or after the due date of the premium
 - reserve the right to deduct any outstanding premium, any administrative charges set out in the Motor Policy and/or any losses or expenses incurred by Us or Our Authorised Underwriting Agent due to the failure to pay the premium or any loan financing the insurance premium from the claim payment if the claim is for loss of or damage to Your Car which is covered by this Motor Policy
 - may recover from You the outstanding balance of premium, any administrative charges set out in Our Authorised Underwriting Agents Status Disclosures and/or any losses or expenses incurred by Us or Our Authorised Underwriting Agent due to the failure to pay the premium or any loan financing the insurance premium or seek reimbursement from You of any claim payment which has already been made.

5. Changes to information relevant to Your cover

- You must notify Us as soon as possible of any changes which affect Your Motor Policy and which have occurred either since the cover started or since the last renewal date. If You do not tell Us about relevant changes, Your Motor Policy may not be valid or may not cover You fully.

6. Other insurance

- If, at the time You make a valid claim under this Motor Policy, there is any other insurance covering the same loss, damage or liability, We will pay only Our share of the claim.

7. Care of Your Car

- You or any other person covered by this Motor Policy must
- take all reasonable steps to protect Your Car from loss or damage
 - maintain Your car in a roadworthy condition.
- You must allow Us to examine Your Car at any reasonable time.

8. Right of recovery

- If the law of any country in which this Motor Policy operates obliges Us to pay a claim which We would not otherwise have paid, We reserve the right to recover this amount from You or from the person who incurred the liability.

9. Fraudulent claims

- If any claim under this Motor Policy is in any way fraudulent, or if any fraudulent means or device is used by You or by any person acting on Your behalf to obtain any benefit under this Motor Policy, We will not pay any part of the claim and all cover provided by this Motor Policy will be forfeited.

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General Exclusions

The General Exclusions apply to Your whole Motor Policy. See the "Legal Cover", "Road Rage Benefit", "Windscreen", "Drivers Accident Plan", "Payment Protection Insurance", "Personal Accident Cover", "Hire Car", "Excess Protect Cover" and "Breakdown Cover" sections for conditions specific to these sections

What is not covered

1. Use and driving which We do not cover

- Your Motor Policy does not cover any accident, injury, loss, damage or liability when any vehicle covered by this Motor Policy is
- being used for any purpose that Your Certificate of Motor Insurance does not permit
 - in the charge of or being driven by any person who is not described in Your Certificate of Motor Insurance as a person entitled to drive
 - being driven by You or a permitted driver with Your permission if You or the permitted driver does not hold a driving licence or has never held a driving licence or is disqualified from holding or obtaining a driving licence
 - being driven by any person who does not comply with the terms and conditions of the driving licence held
 - in an unsafe or unroadworthy condition or, where such regulations require, does not have a current M.O.T. certificate
 - in or on that part of any airport, aerodrome, airfield or military base which is used for the take off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons and the associated service roads, refuelling areas and ground equipment parking areas.

2. Notification of a change of car

- This Motor Policy does not cover a car unless
- We already have details of the car; or
 - details are given to Us if You change Your car before or on the date You acquire the car and We accept them; or
 - You are driving a car under the terms of the "Driving Other Cars" section which is permitted by Your Certificate of Motor Insurance.

3. Liability which results from an agreement

This Motor Policy does not cover any liability You have accepted by agreement or contract, unless You would have had that liability anyway.

4. War Risks, Terrorism, Riot and Civil Commotion or Earthquake

- This Motor Policy does not cover death, bodily injury, loss, damage, cost or expense of whatever nature or any consequence resulting directly or indirectly from or in connection with:
- a) war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - b) any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

- c) any action taken in controlling preventing suppressing or in any way relating to a) or b) above.

- d) earthquake.

This exclusion will not apply where such cover is necessary to meet the requirements of compulsory motor insurance legislation.

5. Radioactive Contamination and Sonic Bangs

- Loss of or destruction or damage to any property or any resulting loss or expense or any loss of use or any legal liability directly or indirectly caused by or contributed to by or arising from
- ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the burning of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

6. Pollution

This Motor Policy does not cover death or bodily injury to any person or damage to any property which is directly or indirectly caused by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is sudden, identifiable, unintended and unexpected.

All pollution which arises out of one incident will be considered to have occurred at the time when this incident takes place.

We will not apply this exclusion in circumstances where it is necessary to meet the requirements of the relevant motor insurance law.

7. Rallies, Competitions, Trials, Racetrack, Circuit or Prepared Course

- If any car which We cover is used
- in any rally
 - in any competition
 - in any trial
 - on a racetrack, circuit or a prepared course

We will restrict cover to those legal liabilities for which insurance is compulsory under the Road Traffic Acts and We will provide no other cover under this Motor Policy.

We will not apply this limitation in respect of any event organised to encourage road safety or a treasure hunt in respect of which

- the route does not exceed 100 miles and
- no merit is attached to the competitors' performance whilst driving, except in relation to good road behaviour and compliance with the Highway Code and
- if the event includes driving tests, then the driving area must not exceed 100 yards square and tests must not be timed.

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Legal Cover

Your Statement of Insurance will show whether You have cover under this section

Definitions

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear. These definitions apply to this section only and are supplementary to the definitions listed on page 1 of Your Endsleigh Motor Policy book. The General Conditions and General Exclusions described on Pages 9-11 of Your Endsleigh Motor Policy book apply in addition to any other condition or exclusion stated in this section.

Appointed Representative – The Preferred Law Firm, law firm or other suitably qualified person We will appoint to act on an Insured Person's behalf.

Costs and Expenses – All reasonable and necessary costs chargeable by the Appointed Representative and agreed by Us in accordance with Our Standard Terms of Appointment. We will also pay 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 – The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

Date of Occurrence – For insured incident 1. Uninsured Loss Recovery, 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. For insured incident 2. Motoring Prosecution Defence, the date of the motor offence the 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 the 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 Your Car with Your permission. Anyone claiming under this section must have Your agreement to claim.

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 Our Standard Terms of Appointment.

Reasonable Prospects – The prospects that an Insured Person will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We, or a Preferred Law Firm on Our behalf, will assess whether there are Reasonable Prospects.

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).

Uninsured Losses – Losses which an Insured Person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this section attaches.

We, Us, Our, – The insurer shown on Your Statement of Insurance or Endsleigh Insurance Services Limited.

What is covered

Legal Cover

We agree to provide cover in accordance with this section, subject to the terms, conditions, exclusions and limitations set out in this section as long as:

1. Reasonable Prospects exist for the duration of the claim
2. the Date of Occurrence of the insured incident happens during the Period of Insurance for which a valid Motor Policy is in force
3. any legal proceedings will be dealt with by a court, or other body which We agree to, within the Countries Covered, and
4. the insured incident happens within the Countries Covered.

What We will cover – Insured incidents

1. Uninsured Loss Recovery

We will pay an Appointed Representative, on behalf of an Insured Person, Costs and Expenses incurred to recover Uninsured Losses after an event which causes:

- (a) damage to Your Car or to any property belonging to an Insured Person in or on the vehicle; and/or
- (b) death or bodily injury to an Insured Person whilst travelling in or on Your Car.

2. Motoring Prosecution Defence

We will defend an Insured Person's legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of Your Car, 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.

We will not cover parking or obstruction offences or challenging a fixed penalty notice.

Provided that:

- (i) the most We will pay in Costs and Expenses is no more than the amount We would have paid to a Preferred Law Firm
- (ii) in respect of an appeal or the defence of an appeal, the insured person must tell Us within the time limits allowed that they want to appeal. Before We pay the Costs and Expenses for appeals, We must agree that Reasonable Prospects exist and for 2. Motoring Prosecution Defence above, We must have defended the original motoring prosecution
- (iii) 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.

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 Our Standard Terms of Appointment and these will not be paid by Us.

Legal Advice 24 Hour Helpline

We will provide a 24 hour Legal Advice Helpline.

To obtain assistance or legal advice following an accident, simply phone the following number: 08000 969689

What is the most We will pay?

Legal Cover

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.

What is not covered

1. 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 and Expenses incurred before Our acceptance of a claim.
3. Fines, penalties, compensation or damages that a court or other authority orders an Insured Person to pay.
4. Any legal action an Insured Person takes that We or the Appointed Representative have not agreed to, or where an Insured Person does anything that hinders Us or the Appointed Representative.
5. Any claim relating to a contract involving Your Car.
6. Your Car being used by anyone, with Your permission, who does not have valid motor insurance.
7. A dispute with Us not otherwise dealt with under Condition 8.
8. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
9. Any claim where an Insured Person is not represented by a law firm or barrister.

You must also refer to the General Conditions and the General Exclusions on Pages 10-11 of Your Endsleigh Motor Policy Book

Legal Cover – Conditions

1. An Insured Person's legal representation

- On receiving a claim, if legal representation is necessary, We will appoint a Preferred Law Firm or in-house lawyer 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.
- If the appointed Preferred Law Firm or Our in-house lawyer 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.
- If the Insured Person chooses a law firm as their Appointed Representative who is not a Preferred Law Firm, We will give the Insured Person's choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However if they refuse to act on this basis, the most We will pay is the amount We would have paid if they had agreed to Our Standard Terms of Appointment.
- 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

- An Insured Person must co-operate fully with Us and the Appointed Representative.
- An Insured Person must give the Appointed Representative any instructions that We ask them to.

3. Offers to settle a claim

- 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.
- If an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses.
- We may decide to pay the Insured Person the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the Insured Person must allow Us to take over and pursue or settle any claim in their name. The Insured Person must also allow Us to pursue at Our own expense and for Our own benefit, any claim for compensation against any other person and the Insured Person must give Us all the information and help We need to do so.
- Where a settlement is made on a without-costs basis We will decide what proportion of that settlement will be regarded as Costs and Expenses and payable to Us.

4. Assessing and recovering costs

- An Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if We ask for this.
- An Insured Person must take every step to recover Costs and Expenses that We have to pay and must pay Us any amounts that are recovered.

5. Cancelling an Appointed Representative's appointment

If the Appointed Representative refuses to continue acting for an Insured Person with good reason, or if the Insured Person dismisses the Appointed Representative without good reason, the cover We provide will end immediately, unless We agree to appoint another Appointed Representative.

6. Withdrawing cover

If an Insured Person settles or withdraws a claim without Our agreement, or does not give suitable instructions to the Appointed

Representative, We can withdraw cover and will be entitled to reclaim from the Insured Person any Costs and Expenses We have paid.

7. Expert opinion

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

8. Arbitration

If there is a disagreement between an Insured Person and Us about the handling of a claim and it is not resolved through Our internal complaints procedure, the Insured Person can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the Insured Person and Us. If there is a disagreement over the choice of arbitrator, We will ask the Chartered Institute of Arbitrators to decide.

9. Keeping to the section terms

An Insured Person must:

- keep to the terms and conditions of this section
- take reasonable steps to avoid and prevent claims
- take reasonable steps to avoid incurring unnecessary costs
- send everything We ask for, in writing, and
- report to Us full and factual details of any claim as soon as possible and give Us any information We need.

10. Cancelling the cover

We can cancel this cover at any time provided We tell You at least 7 days beforehand. This Cover will be automatically cancelled if Your Associated Private Car Policy with Endsleigh Insurance Services Limited is cancelled. No refund will be given unless the cancellation is within the 14 day cooling off period described in the Cancellation section on page 10 of Your Policy.

11. Fraudulent claims

We will, at Our discretion, void the cover (make it invalid) from its start date or from the date of claim, or alleged claim, or We will not pay the claim if:

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

12. Claims under this section by a third party

Apart from Us, the Insured Person is the only person who may enforce all or any part of this cover 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 section 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 cover 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 section 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 section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under your policy. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

Road Rage Benefit

Cover under this section is automatically included

Definitions

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear. These definitions apply to this section only and are supplementary to the definitions listed on page 1 of Your Endsleigh Motor Policy book. The General Conditions and General Exclusions described on pages 9-11 of Your Endsleigh Motor Policy book apply in addition to any other condition or exclusion stated in this section.

Assault – An intentional or reckless act that causes immediate and unlawful violence to Your person caused by a person who was unknown to You at the time of the Assault and which occurred at an identifiable time and place.

Emergency Dental Treatment – Emergency treatment to natural teeth required as a direct result of Assault and arising within seven days of the Incident.

Hospital – Either a Hospital in the United Kingdom operated under the National Health Service or an independent Hospital with specialist facilities for medical or surgical treatment as defined by the Health Services Act 1976, the Nursing Homes Act 1984 or any subsequent legislation.

Incident – A sudden, unexpected event occurring at a time and place which can be identified.

Permanent Total Disablement – Disablement which has lasted for a minimum of 52 consecutive weeks and will in all probability prevent the Insured person from engaging in gainful employment of any and every kind for the remainder of their life.

We/Us/Our – The Insurer shown on Your Statement of Insurance or Endsleigh Insurance Services Limited acting on their behalf.

You must also refer to the General Conditions and the General Exclusions on Pages 10-11 of Your Endsleigh Motor Policy Book

Road Rage Benefit (continued)

What is covered

If You are injured solely and directly as a result of a physical and criminal Assault following a road traffic Incident involving Your Car occurring anywhere within the United Kingdom, We will pay the following amounts if within 90 days of the Incident the injury results in

Accidental death	£5000
Permanent Total Disablement	£5000
Hospital daily cash benefit for each full 24 hour period of confinement up to a maximum of 15 full 24 hour periods, but excluding the first two full 24 hour periods	£20 per day
Emergency Dental Treatment	£150
Clothing and Personal Effects belonging to You	£125
Stress counselling arising from an Assault which results in either Total Permanent Disablement or confinement in Hospital for a period in Excess of two full 24 hour periods	£30

What is not covered

- You will have to pay the first £25 in respect of each claim for
 - Emergency Dental Treatment; or
 - loss of or damage to clothing and Personal Effects
- We will not pay the road rage benefit for death or injury
 - if caused by deliberate self-inflicted injury, suicide or attempted suicide
 - if caused by deliberate exposure to exceptional danger (except in an attempt to save human life)
 - if at the time of the Incident You have an alcohol or drug content in the blood/urine in excess of the legal limit for driving a motor vehicle
 - if caused by provoked Assault, fighting (except in bona fide self defence) or a criminal act committed by You
 - caused as a result of any matrimonial dispute
 - in any country outside the United Kingdom
 - under more than one Motor Policy.
- We will not pay for more than one session of stress counselling.

Road Rage Benefit – Conditions

The following conditions apply to the Road Rage Benefit section

- You must take all reasonable steps to limit the likelihood of sustaining physical injury as a result of an Assault following a road traffic Incident involving Your Car.
- If an injury occurs You must as early as reasonably possible place yourself under the care of a duly qualified medical practitioner.
- You or Your representatives must ensure that all medical records, notes and correspondence referring to the subject of a claim or a

related pre-existing condition will be made available on request to any medical advisor appointed by or on behalf of Us and that such medical advisor will for the purpose of reviewing the claim, be allowed as often as may be deemed necessary to make examination of You.

- Any disability which existed prior to an Insured Person sustaining Bodily Injury shall be taken into account when calculating the Benefit payable.
- The police must be notified immediately following any Incident which is likely to give rise to a claim under this section.

How to Report an Incident

This information does not form part of Your Motor Policy. It is intended as a guide on the event that You need to make a claim.

If You have Comprehensive cover please phone
New Claims 0800 783 4433

If You do not have Comprehensive cover please phone
New Claims 0800 096 9679

The new claims line is operated by Quindell Legal Services Limited authorised and regulated by the Solicitors Regulation Authority. Acting on Your behalf they will provide incident assistance alongside a range of other services.

Even if You are not covered for damage to Your Car You should still report the incident and You must confirm whether anyone else was involved in the incident and You must confirm whether anyone else was involved in the incident who may have suffered an injury or damage to their property.

In the event of You wanting to make a claim against Your Motor Policy, Endsleigh will be acting on behalf on the Insurer in negotiating and settling the claim with You. However, if Your Motor Policy number starts SBC or SBT Your claim will be handled directly with the Insurer, Sabre Insurance Company Limited. Details of Your Motor Policy number and the Insurer can be found in Your Statement of Insurance and the telephone number to report Your incident remains unchanged.

Windscreen claims

If the windscreen or windows of Your Car are damaged, You will need Your Certificate of Motor Insurance ready to confirm that You are covered for this damage. Endsleigh will be invoiced directly up to the amount You are covered for, You will be asked to pay the excess shown in Your Statement of Insurance.

Please phone 0800 318 084

Windscreen Cover – Non Comprehensive Cover

Your Statement of Insurance will show whether You have cover under this section

What is covered

We will pay to replace or repair glass in the windscreen or windows of Your Car in the United Kingdom

What is not covered

The following apply in addition to the General Exclusions on pages 10 and 11 of Your Motor Policy book

- Any claim under this Policy when You are making a claim for the same incident under Your Motor Policy.
- The maximum amount We will pay is shown in Your Statement of Insurance. The Statement of Insurance will also indicate the application of an Excess.
- Broken or damaged glass in a sun roof, roof panel, light or reflector.
- Any items made of plastic.
- Any incident when damage is also caused to other parts of Your Car.
- Claims for more than three incidents in any one 12 month policy term or claims for more than two incidents in any one 6 month policy term.
- Any deliberate careless or negligent act or omission by You.

How to Make a Claim Under the Windscreen Cover

If the windscreen or windows of Your Car are damaged call 0800 318084 and quote Your Policy Number. If this is the only damage You claim for Your No Claims Discount will not be affected.

If You change Your Motor Policy Cover

If You increase cover under Your Motor Policy to Comprehensive, there will be no refund of Your Windscreen Cover premium. The terms and conditions of Your Windscreen Cover will then be as stated in the Comprehensive Cover section of Your Motor Policy book and in the Motor Policy Endorsement issued at that time. If You cancel Your Motor Policy there will be no refund of any premium paid for Windscreen Cover.

If You cancel Your Cover

If You cancel Your Windscreen Cover there will be no refund of any premium paid for Windscreen Cover. This Cover will be automatically cancelled if Your Associated Private Car Policy with Endsleigh Insurance Services Limited is cancelled. No refund will be given unless the cancellation is within the 14 day cooling off period described in the Cancellation section on page 10 of Your Policy.

You must also refer to the General Conditions and the General Exclusions on Pages 10-11 of Your Endsleigh Motor Policy Book

Drivers Accident Plan

Your Statement of Insurance will show whether You have cover under this section

Drivers Accident Plan Policy number: 51UK400784. Please also refer to Your Statement of Insurance for Your Motor Policy Number.

We, ACE European Group Limited. ("the Company") specify in this section the terms under which we insure You. Provided You have paid the premium in accordance with Part 5 We agree to pay the Benefit Amount in accordance with the Definitions, Exclusions and Provisions of this section.

For the Company,



Steve A Schleisman
Chief Executive and President

Part 1 – Benefit

If an Accident occurs during the Operative Time whilst this section is in force which results in Bodily Injury to You, or Your Partner the Company will pay a percentage of the Benefit Amount of £25,000 according to the following scale:

Accidental Death	– 100%
Loss of Sight in One or Both Eyes	– 40%
Loss of, or loss of use of One or more limbs	– 40%
Permanent Total Disability	– 40%

Part 2 – Definitions

Accident – means a sudden, unforeseen and fortuitous identifiable event and the word 'accidental' shall be construed accordingly.

Benefit Amount – means the highest amount We can pay at the time of the Accident.

Bodily Injury – means injury to a Person Insured which happens while this section is in force and which is caused solely by Accidental means and which, independently of any other cause, within 24 months from the date of the Accident leads directly to Permanent Disability or death. Bodily Injury does not include any condition resulting from or due to any gradually operating cause or degenerative process.

Commencement Date of Insurance – means the date shown in Your Statement of Insurance against 'Your cover starts on' commencing at 00.01 hours.

Effective Date – The day, month and year for the cover to start as shown in Your Statement of Insurance against 'Your cover starts on'.

Loss of Limb – means the Person Insured losing the use of an arm at or above the wrist joint, having an arm amputated at or above the wrist joint; losing the use of a leg above the ankle; or having a leg amputated above the ankle.

Loss of Sight in One or Both Eyes – means the Person Insured is totally blind and their name has been added to the Register of Blind Persons by a fully qualified eye specialist or; the Person Insured is totally blind in one eye; or partly loses the sight in one eye so that objects which should be clear from 60 feet away can only be seen at three feet away or less using that eye.

Motor Vehicle – means any Motor Vehicle with four or more wheels - a minimum of two axles with not less than two wheels on each axle - which is licensed to operate on a public road. Motor Vehicle does NOT mean a motorcycle whether or not it has a sidecar attached or any other vehicle with less than four wheels.

Occupying – means while You are in or boarding or alighting from a Motor Vehicle.

Operative Time – means while You are Occupying a Motor Vehicle/or if, while You are a pedestrian You are struck by any motorised road vehicle.

Partner – means a Partner You are legally married to; or a Partner You are not legally married to provided You are living together.

Permanent Disability – means disability which has lasted at least 12 months and from which We believe the Person Insured will never recover.

Permanent Total Disability – A Permanent Disability which stops the Person Insured carrying out any kind of job.

Person Insured or People Insured – means You and Your Partner. Policy and Policy of Insurance – means this Policy and any papers attached to it.

We, Our, Us – ACE European Group Limited.

You, Your – The Policyholder named in Your Statement of Insurance who has taken out the Policy.

Part 3 – Exclusions

This section does not cover person(s) serving full-time in the Armed Forces of any country or international organisation.

We will not pay any benefit if the Bodily Injury is caused by:

- 3.1 war, or any act of war.
- 3.2 suicide or any attempt thereat suicide pacts or agreements or self-inflicted injury whilst You are deemed sane or insane.
- 3.3 You engaging in racing, pace-making or speed testing.
- 3.4 illegal acts by You or Your executors, administrators, legal heirs or personal representatives.
- 3.5 You driving a Motor Vehicle while the alcohol content of Your blood exceeds the level permitted by the law of the country in which the Accident occurs.

- 3.6 You having taken a drug unless it is proved that the drug was taken in accordance with proper medical prescription and not for the treatment of drug addiction.
- 3.7 illness, disease, bacterial or viral infection even if it is contracted by Accident.
- 3.8 pregnancy (including childbirth, miscarriage or abortion) and complications arising therefrom.
- 3.9 infection with Human Immunodeficiency Virus (HIV) or variants including Acquired Immune Deficiency Syndrome (AIDS) and Aids Related Complex (ARC), other than if contracted as a result of a blood transfusion given by a qualified physician.
- 3.10 any gradually operating cause or degenerative process.

Part 4 – Termination of Insurance

4.1 Cancellation by You

We will cancel this section from the date we receive Your notice or from the date You specify, whichever is the later.

4.2 Termination by Us

We may cancel this section by sending You seven days notice in writing to Your last known address.

4.3 Automatic Termination

This section shall terminate immediately on the earlier of the following events:

- (i) upon Your death.
- (ii) the Termination Date of Insurance following Your 75th birthday.
- (iii) when Your Motor Policy is cancelled

4.4 Termination for the Non-Payment of Premiums

In the event the initial premium is not paid, this section shall be void from the intended Effective Date of Insurance. Provided one or more premiums have been paid, non-payment of any subsequent premium shall terminate the insurance provided by this section as of the due date for payment of such unpaid premium.

4.5 Effective Time of Termination

The cover under this section shall terminate at 00.01 hours on any date described above.

4.6 Premium Position Upon Termination

In the event premium has been paid for any period beyond the date of termination of this section, a proportionate amount shall be credited to You by the Company. If premium has not been paid for any period up to the date of termination, You shall be liable to the Company for the payment of such premium.

You must also refer to the General Conditions and the General Exclusions on Pages 10-11 of Your Endsleigh Motor Policy Book

Part 5 – Premium

5.1 Premium Payment

Payment of any premium will maintain this section in force until the next premium payment is due.

5.2 Premium Due Dates

Premium shall be due on the Effective Date of Insurance and, if payable monthly, on the same date of each month thereafter. If the month in which premium is due does not have a corresponding date, the premium shall be paid on the last day of that month.

5.3 Direct Debiting Instruction

If lodgement of the Direct Debit Instruction, completed with the Motor Insurance Renewal Payment Form, for this insurance is refused by the relevant Bank or Building Society this section will be deemed to be void from the intended Effective Date of Insurance.

Part 6 – Claim Provisions

6.1 Claims Procedure

Written notice must be submitted by Your personal legal representatives to Claims Department, ACE Insurance Customer Service, Ashdown House, 125 High Street, Crawley, West Sussex, RH10 1DQ within 30 days of any Accident likely to give rise to a claim or otherwise as soon as reasonably possible. The Company will then provide a claim form for filing proof of the claim. You or your personal legal representatives must produce to the Company at their own expense any documents or evidence which the Company may require in support of the claim. The Company shall be entitled to have a post-mortem examination at the Company's expense where this is not prohibited by law.

6.2 Payment of Benefit

Any Benefit Amount due under this section will be paid to You, or in the event of Your Accidental death to Your estate. Any receipt which Your personal legal representatives may give to the Company for benefit payable under this section shall be deemed a final and complete discharge of all liability of the Company in respect of such benefit.

6.3 Arbitration

If any dispute or difference arises between You and the Company concerning any matter arising out of this section, the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Acts of 1950/1979 and any statutory modification or re-enactment thereof.

6.4 Interest

No amount payable under this section shall carry interest.

6.5 Terms and Conditions

The terms, Provisions and Conditions of this section must be complied with by You otherwise You may not be able to claim under this section.

6.6 Fraudulent Claims

If any claim under this section shall in any respect be fraudulent the Company will not pay benefit in connection with such claim and will be entitled to cancel this section immediately.

Part 7 – General Section Provisions

7.1 Geographical Limits

The cover under this section applies anywhere in the United Kingdom, Channel Islands and Isle of Man and elsewhere in the world while You are on a business trip and/or holiday the intended duration of which shall not exceed 60 days in all.

7.2 Terms and Conditions

Whenever the Company pays a benefit under this section such payment is subject to the definitions, Exclusions and all other terms of the section relevant to the benefit.

7.3 Interpretation

This section, including Your Statement of Insurance and enrolment form and the endorsements, amendments and attached papers, if any, shall be read together as one contract and any word or expression to which a specific meaning has been attached shall, unless the context otherwise requires, bear that specific meaning wherever it may appear.

7.4 Entire Contract: Changes

This section, including Your Statement of Insurance and enrolment form, and the endorsements, amendments and attached papers, if any, will constitute the entire contract between you and us. No change in this section shall be valid unless approved by us and evidenced by endorsement or amendment hereon or attached hereto.

7.5 Notice of Trust or Assignment

The Company will not accept or be affected by any notice of any trust, charge, lien, assignment or other dealing with or related to this section.

7.6 Governing Law

All claims or other matters arising out of this section shall be governed by and interpreted in accordance with the Law of England and Wales and both You and the Company, and Your personal legal representatives acknowledge that the English Courts alone shall have jurisdiction in any dispute. English Law will also apply prior to the conclusion of this contract of insurance.

Customer Service

It is always our intention to provide a first class standard of service. However, if you should have any cause for complaint, you must contact in the first instance:

The Customer Service Manager
ACE European Group Limited
Customer Service
Ashdown House
125 High Street
Crawley
West Sussex RH10 1DQ
Tel: 01293 726060
Fax: 01293 726100

Please be ready to quote details of your certificate (your name and initials, Policy number etc.)

Should the matter not be resolved to your satisfaction you should write to our Chief Executive at the following address:

ACE European Group Limited, 2 Minister Court
Mincing Lane, London EC3R 7XA

Should you remain dissatisfied, you may then ask the Financial Ombudsman Service to review your case,

Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square
London E14 9SR
Tel: 0845 080 1800
Fax: 020 7964 1001

There are, however, a few instances in which the Financial Ombudsman Service is not empowered to consider complaints. Any decision of the Ombudsman is binding on us but you may reject it without affecting your legal rights.

Payment Protection Insurance:- Accident/Sickness, Hospitalisation and Unemployment

Your Statement of Insurance will show whether You have cover under this section

Important:

This section contains terms that set out what is covered and what is not covered by this insurance. You should read this document carefully so that You know what insurance You have. Provided You have paid Your premiums, We will pay the benefits described for Accident/Sickness, Unemployment, or Hospitalisation. Full details of Your cover and its limitations are contained in this section.

ARE YOU ELIGIBLE FOR COVER UNDER THIS SECTION?

This section contains general provisions and specific exclusions which define the extent of insurance cover. It is particularly important that You check that You are eligible to be covered under this section by carefully reading the following summary of requirements..

On the Start Date You must:

1. Be the Policyholder; and
2. Be living lawfully in the UK; and
3. Be between 16 and 69 years of age.

You must also refer to the General Conditions and the General Exclusions on Pages 10-11 of Your Endsleigh Motor Policy Book

Definitions

The following key words which are listed below in alphabetical order have the same meaning wherever they appear. These definitions apply to this section and are supplementary to the definitions listed on page 1 of Your Motor Insurance Policy book. The General Conditions and General Exclusions on pages 9 to 11 of Your Motor Insurance Policy book apply in addition to any other conditions or exclusions stated in this section.

Accident/Sickness – You are confirmed as unable to Work by Your Doctor because you have suffered an accidental bodily injury or sickness or disease. You must be unfit to do the Work You are/were employed to do. If You are not in Work, Your Doctor must confirm that You are completely unable to carry on any paid Work that Your experience, education or training would allow you to do. You must be under the continued supervision of, and receiving treatment from, a Doctor throughout the period of Your claim.

Agreement – An Agreement with the Lender for the payment of insurance premiums by instalments.

Back Condition – Any illness or disability which is due to or arising from any disorder of, or injury to, the spine, its intervertebral discs, nerve routes or supporting musculature and ligaments.

Carer – You being unable to Work only because You have to care for Your Relative. You must be registered with Your local social services department as a Carer.

Company, We, Us, Our – The Insurer named in Your Statement of Insurance or Endsleigh Insurance Services Limited acting on their behalf.

Doctor – A registered medical practitioner practising in the United Kingdom being a fully registered person under the Medical Act 1983; this does not include You, Your spouse, Your co-habitees, Your registered civil partner under the Civil Partnership Act 2004 or any of Your Relatives.

End Date – The End Date stated in Part 1 - A Guide to This Section.

Hospitalisation/Hospitalised – A lawfully operated establishment in the UK (other than a convalescent, nursing or rest home, or convalescent, nursing or self-care or rest section or unit of a Hospital) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 hours a day nursing service by registered nurses. Hospitalised is being confined to Hospital because of Accident/Sickness on the instructions of a Doctor.

Involuntary Unemployment/Unemployment/Unemployed – Being without Work or any other paid job, including being without Work due to becoming a Carer.

Lender – The Premium Finance Provider stated on Your Statement of Insurance.

Mechanical Back Pain – Pain produced by the distortion or dysfunction of the muscles, ligaments, or joints. Mechanical back pain does not include disc injuries, diseases of the bones, or pain referred to the back by diseases in other organs. Mechanical means the source of the pain may be in the spinal joints, discs, vertebrae or soft tissues.

Monthly Benefit – The monthly amount due from You to the Lender under the terms of Your Agreement excluding default charges, associated costs, arrears.

Period of Cover – The period from the Start Date to the End Date.

Permanent Employment – You are Working for remuneration for an employer based in the UK under a contract of employment and paying Class 1 National Insurance Contributions.

Policyholder – You having taken out a Motor Insurance Policy through Endsleigh Insurance Services Limited and having entered into an Agreement with the Lender.

Psychological Illness – A condition affecting, or arising in the mind which is related to Your mental and emotional state. This includes all forms of depression, anxiety and stress or stress related illness.

Relative – Your spouse, partner, parent or child.

Self-employed – You are working alone, or in partnership with others in the UK for remuneration or profit, registered with HMRC as self-employed, and paying Class 2 National Insurance Contributions (or being credited in respect of such contributions) and being assessed for Income Tax under Schedule D Case I or II.

Start Date – The date shown in Your Statement of Insurance as the start date of Your period of cover.

UK – England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Work – Being in Permanent Employment or Self-employed (including being on statutory maternity, paternity or adoption leave).

You, Your – A UK resident who is eligible for and has applied for the insurance under this section.

Part 1 – A Guide to This Section

Who are Your insurers? The Insurer named on Your Statement of Insurance provides Accident/Sickness, Hospitalisation and involuntary Unemployment (including Carers) cover as set out in PART 3 of this section.

Who is insured? You, the Policyholder.

Who is Your Lender? The Premium Finance Provider stated on Your Statement of Insurance.

When does my insurance cover start? The date The premium Finance Provider stated on Your Statement of Insurance advances credit to You for Your insurance premiums.

When does my insurance cover end?

The End Date of Your Policy is the earliest of the following dates:-

- The date of Your death; or
- The date You reach the age of 75; or
- The date You no longer have an Agreement with the Lender; or
- The date on which a premium has remained unpaid by You for a period of 2 months after it is due.

What benefits will We pay?

We will pay the Monthly Benefit to You as defined in this section for Accident/Sickness, Hospitalisation or Unemployment.

Please note-if the instalments that You have to pay under Your Agreement are changed due to a mid-term adjustment (excluding adjustments due to default or arrears) or renewal of Your Motor Insurance Policy, the amount of Monthly Benefit We will pay for a claim will also change and We will pay an amount of Monthly Benefit equal to Your instalment under Your Agreement.

How will Monthly Benefits be calculated?

Accident/Sickness: You must have been confirmed as unable to Work due to Accident/Sickness for a continuous period of 14 days after which We will pay a sum equal to one thirtieth of the Monthly Benefit for each such day. We will then pay a sum equal to one thirtieth of the Monthly Benefit for each additional day during which You remain continuously unable to Work due to Accident/Sickness.

Hospitalisation (only applies to those who are not in Work): You must have been Hospitalised due to Accident/Sickness for a continuous period of 5 days. We will then pay one Monthly Benefit. We will then pay a further Monthly Benefit for an additional period of 10 days provided that You remain continuously Hospitalised. We will then pay a further Monthly Benefit for an additional 15 days provided that You remain continuously Hospitalised. We will not pay more than 3 Monthly Benefits in total for Hospitalisation claims under this section.

Involuntary Unemployment (including benefit for Carers, this cover only applies to those who are in Work): You must have been Unemployed for a continuous period of 30 days, after which We will pay one Monthly Benefit. We will then pay a sum equal to one thirtieth of the Monthly Benefit for each additional day during which You remain continuously Unemployed.

When will Monthly Benefits be paid?

Payment of Monthly Benefits will be made by Us monthly in arrears.

Please note – you must continue to pay your premiums while you are claiming benefits otherwise you will not be entitled to receive those benefits.

What limits are there on how many Monthly Benefits You can receive at any one time?

We will not pay two Monthly Benefits if You are Unemployed and/or unable to Work due to Accident/Sickness at the same time. We will not pay Monthly Benefits for both Accident/Sickness and Hospitalisation at the same time.

Part 2 – The Premium You Pay

This section provides cover for one month at a time and the premium is paid monthly.

The amount You pay includes Insurance Premium Tax. If the rate of Insurance Premium tax changes, We will advise You in writing at Your last known address of the new amount You must pay at least 30 days before the premium is collected.

We reserve the right to increase the premium You pay. We will advise You in writing at Your last known address of the new amount You must pay at least 30 days before the premium is collected.

You must continue paying Your premiums when You are claiming benefit, otherwise You will not be entitled to receive the benefit.

You must also refer to the General Conditions and the General Exclusions on Pages 10-11 of Your Endsleigh Motor Policy Book

Part 3 – Benefits

A. Accident/Sickness

What will We pay if You are confirmed as unable to Work due to Accident/Sickness?

We will pay Monthly Benefit to You if, during the Period of Cover, You suffer Accident/Sickness.

Where You are on statutory maternity, paternity or adoption leave, or not in Work immediately before Your Accident/Sickness, Your Doctor must confirm that Your Accident/Sickness would wholly stop You from carrying on any Work for remuneration or profit that Your experience, education or training would allow You to do as if You were not on statutory maternity, paternity or adoption leave, or You were in Work.

For how long will Monthly Benefits be paid?

We will pay the Monthly Benefit until the earliest of the following dates:

- a. the date when You stop being confirmed as unable to Work; or
- b. the date when You do not give Us proof that You are unable to Work; or
- c. the date when You return to Work; or
- d. the date when We have paid 3 Monthly Benefits in respect of any Back Conditions. Payment for Back Conditions will be limited to 3 Monthly Benefits unless You have been referred and, when seen, You remain under the care of a specialist for the Back Condition. If You are under an appropriate specialist for the management of the condition, the claim will be considered up to the maximum 12 Monthly Benefits. All claims for Back Conditions that fall under the description of mechanical back pain will be limited to 3 Monthly Benefits in total regardless of any specialist referral that may have been made. If the condition continues beyond this point and a new diagnosis is provided at a later date, further consideration will be given to the claim; or
- e. the date We have paid 3 Monthly Benefits for Psychological Illness unless You have been referred to an appropriate specialist and remain under the care of this specialist, and are receiving medication to assist with Your recovery. For Psychological Illness claims a specialist will include a psychiatrist, a psychologist or any mental health nursing team other than Your own general practitioner. If there has been an appropriate specialist referral Your claim will be considered up to the maximum 12 Monthly Benefits.

- f. the date when We have paid 12 Monthly Benefits for any one Accident/Sickness claim; or
- g. the date when We have paid 24 Monthly Benefits in total for Accident/Sickness claims in total under the section; or
- h. the End Date.

How do You re-qualify for Accident/Sickness benefits?

If We stop paying Monthly Benefit because You stop being confirmed as unable to Work due to Accident/ Sickness, You do not give Us proof that You are unable to Work due to Accident/Sickness or You return to Work, then We will not pay any further Monthly Benefit for Accident/ Sickness until You have returned to Work for a continuous period of at least 6 months. If You are on statutory maternity, paternity or adoption leave during this period (or, if You were not in Work immediately before Your Accident/Sickness), Your Doctor must confirm that You have been fit for Work for a continuous period of at least 6 months as if You were not on statutory maternity, paternity or adoption leave, or You were in Work.

Special Note

If We have paid less than 12 Monthly Benefits for a claim and You return to Work, or are confirmed as able to Work but are again confirmed as unable to Work resulting from the same Accident/ Sickness within 6 months of the date of Your confirmation of ability to return to Work We will consider paying Monthly Benefits for the reoccurrence of that inability to Work. We will treat this as one claim for which a maximum of 12 Monthly Benefits will be paid.

EXCLUSIONS

When will We not pay Accident/Sickness benefit?

Please note the limits to claims for Back Conditions and Psychological Illness contained in d) and e) above.

Part 3 – Benefits

B. Hospitalisation Benefit

Please note this section only applies to those who are not in Work.

What will We pay if You are Hospitalised?

We will pay Monthly Benefit to You if, when You are not in Work, you are Hospitalised during the Period of Cover.

How do You qualify for Hospitalisation benefit?

You must not have been in Work and have been Hospitalised. Payment of Hospitalisation benefit will be in addition to any entitlement You may have to Accident/Sickness benefit.

EXCLUSIONS

When will We not pay Hospitalisation benefit?

We will not pay benefits if Hospitalisation results directly or indirectly from reasons contained in the exclusions under Accident/Sickness (see Part 3A. When will We not pay Accident/Sickness benefit?).

Special Note

We will not pay Hospitalisation benefits for any period of Hospitalisation after the End Date.

Part 3 – Benefits

C. Involuntary Unemployment Benefit (Including Carers)

Please note You must be in Work to have this cover.

What will We pay if You become Unemployed?

We will pay Monthly Benefit if, during the Period of Cover, You become Unemployed.

How do You qualify for Monthly Benefits?

Monthly Benefits are only payable if You have been in Work for at least 6 months immediately before the date of Your Unemployment. You must be registered for Work at an Employment Services Job Centre and be receiving either Jobseekers Allowance or National Insurance Credits or You must provide alternative evidence that You are unemployed and are actively seeking employment.

If You are Self-employed Your business must also have stopped trading and/or Your business must be in the process of being wound up, (or if a partnership, dissolved), and You must have involuntarily ceased trading because You could not find enough Work to meet all Your reasonable business and living expenses, and have told HM Revenue & Customs.

How do Carers qualify for Monthly Benefit?

You must have been in Work continuously for at least 6 months immediately before the date of Your Unemployment.

You will have to provide a letter from the Doctor of Your Relative to confirm the nature and Start Date of the condition suffered. This will

include details of when Your Relative first consulted for this condition and when it was first diagnosed.

If You are in Permanent Employment Your last employers must confirm that You did not leave Your employment for reasons other than to become a Carer.

If You are Self-employed Your business must have totally and permanently ceased to trade due to You becoming a Carer and You must have told HM Revenue & Customs.

You must provide Us with the Community Care Assessment of the needs of Your Relative and Your Carer's Assessment. You must have received a community care assessment from which it is reasonable for Us to decide that the Relative requires care from You for at least 35 hours every Week.

What if You want to do temporary Work?

If You want to start temporary Work whilst You are Unemployed You must first contact Us and give Us full details of the temporary Work and We must agree to this. If the Work lasts more than 6 months We will not regard this as temporary Work. If temporary Work does not last for more than 6 months We will stop paying Monthly Benefit during the period of Your temporary Work. When Your temporary Work stops We will start or continue payment of Monthly Benefit as if You had one continuous claim.

You must also refer to the General Conditions and the General Exclusions on Pages 10-11 of Your Endsleigh Motor Policy Book

Part 3 – Benefits

C. Involuntary Unemployment Benefit (Including Carers) (continued)

For how long will Monthly Benefits be paid?

We will pay Monthly Benefit until the earliest of the following dates:

- a. the date when You stop being Unemployed or do not provide proof that You are Unemployed; or
- b. the date when You return to Work; or
- c. the date when We have paid 12 Monthly Benefits for any one Unemployment claim; or
- d. the date when We have paid 24 Monthly Benefits in total for Unemployment claims under this section; or
- e. the date when Jobseekers Allowance or National Insurance Credits stop because You refuse to follow a Jobseekers Direction or You're refusing a place on a prescribed course or programme; or
- f. the End Date.

How do You re-qualify for Monthly Benefits?

If You stop being entitled to Monthly Benefit then You will not be entitled to any further Monthly Benefits until You have returned to Work for a continuous period of at least 6 months

EXCLUSIONS

When will We not pay benefits?

We will not pay benefit if:

1. Your Unemployment starts within 30 days of the Start Date, or, in Our reasonable opinion, You were aware of future Unemployment prior to the Start Date; or
2. You, at the date of Your Unemployment:
 - (a) Are doing temporary Work; or

- (b) Are employed on a fixed term contract unless You have been employed under that contract with the same employer for a continuous period of 24 months; or
- (c) Are a director or a majority shareholder of, or Your husband, wife, parent, Your civil partner, child, brother, sister, or Relative by blood or marriage is a director and/or a majority shareholder of, the company that makes You Unemployed (unless a liquidator or administrator has been appointed in respect of that company by its creditors)

Special Note

1. If You are employed under a fixed term contract for less than 24 months, but Your contract is terminated before its original expiry date, We will pay Monthly Benefits from the date of its termination to the original expiry date (provided no other exclusions set out above apply).
2. If You are a Carer, in addition to the exclusions set out above, We will not pay Monthly Benefits if:-
 - (a) the Sickness, disease, condition or injury of the person being cared for existed prior to the Start Date (this exclusion will not apply if, in the opinion of Our Chief Medical Officer, the Sickness, disease, condition or injury would not have normally deteriorated or was not considered likely to deteriorate to the extent that full time care is required during the Period of Cover); or
 - (b) In Our reasonable opinion the Community Care Assessment does not confirm that Your Relative requires a Carer.
3. We will not pay Monthly Benefit for any period in respect of which You have received a payment in lieu of notice.

Part 4 – Claims

How do You make a claim for benefits?

You must write to Us telling Us You want to make a claim. This should be done within 120 days of the date of the event for which a claim is being made.

You must give Us any information and proof that We may reasonably need. You will have to pay for this. We may require You to be examined by a medical examiner of Our choice. We will pay for this. If You do not attend this examination, no further benefit will be paid.

When Accident/Sickness or Unemployment Monthly Benefits are being paid You must give Us any proof of continued inability to Work due to Accident/Sickness or Unemployment that may be reasonably required. You must pay for this. No Monthly Benefits shall be paid for any period for which You do not provide proof.

Claims Procedure

We have authorised Endsleigh Insurance Services Limited to deal with claims on Our behalf. To request a claim form please contact **Endsleigh Insurance Services Limited, PO Box 432, Cheltenham Spa, Gloucester, GL50 3YD. Telephone Number: 0844 472 2506**

Converting a Claim

If We are paying Accident/Sickness benefit and at the same time You become Unemployed You must write to Us immediately explaining Your change in circumstances. If a Doctor confirms You are fit to return to Work while We are paying Accident/Sickness benefit, these benefits will then stop. If You have not found Work, You may then make a claim

for Unemployment benefit and We will consider Your claim. If You convert a claim the maximum number of Monthly Benefits payable will be 12 in total for both Accident/Sickness and Unemployment. When considering Your Unemployment claim, We will ignore the fact that You were not in Work immediately before the Unemployment claim and no excess/waiting period will apply.

If You are receiving Monthly Benefit for Unemployment and at the same time You become unable to Work due to Accident/Sickness You must write to Us immediately explaining Your change of circumstances. The Unemployment claim will stop on the date You became unable to Work due to Accident/Sickness and We will consider Your Accident/Sickness claim. If You convert a claim, the maximum number of Monthly Benefits payable will be 12 in total for both Accident/Sickness and Unemployment. When considering Your Accident/Sickness claim, We will ignore the requirement for You to be in Work at the date of the Accident/Sickness. If We do not pay benefits for the Accident/Sickness claim, We will look at the original Unemployment claim once a Doctor confirms You are fit to return to Work. You must tell Us in writing that You are no longer unable to Work due to Accident/Sickness and if asked provide reasonable proof to Us of this. No excess/waiting period will apply.

Please note the maximum number of benefits payable under a continuous claim is 12 payments whether this relates solely to Accident/Sickness or Unemployment, or a converted claim from one to the other.

Part 5 – General Provisions

Fraudulent or Misleading Information or Claims

If any information provided to Us by You or anyone acting on Your behalf is inaccurate or if You do not disclose any information which might reasonably affect Our decision to provide insurance to You, Your right to any benefit under this section shall end.

If any claim under this section is fraudulent or is intended to mislead Us or if any misleading or fraudulent means are Used by You or anyone acting on Your behalf to obtain benefit under this section, Your right to any benefit under this section shall end and We shall be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim.

Payment of Benefits

Payment made by Us under this section may, in some circumstances, affect Your entitlement to State Benefits. Payment of benefit may be made by The Insurer named on Your Statement of Insurance on behalf of the Company. Such payment shall constitute full discharge of the liability of the Company to You. All benefits that We pay under this section will be paid to You, the Policyholder.

Cancellation

30 Day cooling off period

You have the right to cancel Your insurance cover under this section within 30 days of the Start Date or the date You receive Your documents, by You sending Us written notice to the address shown in Your Statement of Insurance. We will refund Your premium less a charge for the period You have been insured, provided You have not claimed any benefit under the section in which case no refund will be due. We will not charge You an administration fee in connection with this cancellation.

Cancellation (other)

You may cancel Your insurance cover under this section at any time by giving Us 30 days' written notice to the address shown in Your

Statement of Insurance. You will not be entitled to a refund of any premium paid under this section (other than as stated in 30 Day cooling off period) unless You were ineligible at the Start Date for insurance under this section and provided that no information supplied to Us by You or on Your behalf was inaccurate.

Legal

This section, together with any endorsement to it, any proposal and any other written statement made by You or on Your behalf on which We have relied when accepting You for cover under this section, constitutes the whole of the contract between You and Us.

No provision or condition of this section may be waived or modified except by a written endorsement, which must be signed by an authorised official on Our behalf.

English Law applies to this section unless You have asked for another law and We have agreed to this in writing before the Start Date.

It is not possible for You to transfer Your rights under this section.

No person, persons, company or other party who or which is/are not covered under this section or the Lender will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of this section. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

The Financial Services Compensation Scheme may assist You in some circumstances, if We were unable to meet Our liability to You. Further details are available on request.

The Data Protection Act 1998 gives You the right to a copy of Your personal data held by Us upon payment of a fee.

In accordance with the Disability Discrimination Act 1995 We are able to provide upon request a telephone facility, audio tapes, large print documentation and Braille documentation. Please advise Us if You require any of these services to be provided so that We can communicate in an appropriate manner.

Personal Accident Cover

Your Statement of Insurance will show whether You have cover under this section

If an Insured Person sustains Bodily Injury during the Effective Time and within the Territorial Limits, the Underwriters agree to pay the Benefit to the Insured Person provided that such Bodily Injury is sustained during the period of Cover.

Definitions

The following key words which are listed in alphabetical order have the same meaning wherever they appear. These definitions apply to this section and are supplementary to the definitions listed on page 1 of Your Motor Insurance Policy Book. The General Conditions and General Exclusions on pages 9 to 11 of Your Motor Insurance Policy Book apply in addition to any provisions or exclusions stated in this section.

Accident/Accidental – A sudden and unforeseen event which occurs after the cover start date, resulting in Bodily Injury including Assault.

Assault – Shall mean a sudden, unexpected attack by an unknown third party with deliberate intent to cause Bodily Injury at an identifiable time and place following a road incident within the Territorial Limits.

Associated Private Car Policy – The motor insurance arranged by Endsleigh Insurance (which is taken out by the Policyholder in their name to cover a private car).

Benefit – The amount shown in the Table of Benefits.

Bodily Injury – Any injury which is caused by Accidental means or following Assault, and which within 104 weeks from the date of the Accident shall, solely and independently of any other cause, result in the Insured Person's death, Loss of Limb(s) or Loss of Eye(s), Loss of Hearing, Loss of Speech or Permanent Total Disablement.

Cover – This Personal Accident cover.

Certificate of Insurance – The Policyholder's Associated Private Car Policy certificate.

Endsleigh Insurance – Endsleigh Insurance Services Limited

Effective Time – Whilst travelling in, getting into or out of an Insured Private Car, which is being driven by the Policyholder or a named driver.

Insured Person – The Policyholder, named drivers and all their passengers.

Insured Private Car – The private car defined in the Associated Private Car Policy and any temporary replacement for this vehicle whilst it is being repaired.

Loss of Eye or Eyes – Shall mean the permanent and total loss of sight, which shall be considered as having occurred

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

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

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

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

Period of Insurance – As defined on the Certificate of Insurance. Not to exceed 12 months from the policy start date.

Permanent Total Disablement – Shall mean disablement caused other than by Loss of Limb, Eye, Hearing or Speech, which has lasted for 52 consecutive weeks and will in all probability prevent the Insured Person from engaging in gainful employment of any and every kind for the remainder of their life.

Policyholder/You/Your – The person who has taken out the contract for Associated Private Car Policy and has selected and arranged payment for Personal Accident Cover and who is named as policyholder on the Certificate of Motor Insurance

Territorial Limits – Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney.

Underwriters – The Underwriter shown on Your Statement of Insurance

Benefits

Table of Benefits

Bodily Injury	Amount Payable
1. Accidental death	£30,000
2. Loss of Limb or Limbs	£30,000
3. Loss of Eye or Eyes	£30,000
4. Loss of Hearing	£30,000
5. Loss of Speech	£30,000
6. Permanent Total Disablement	£30,000

Payment of Benefits

- a) Only one of the Benefits 1 to 6 will be payable in connection with one Insured Person in respect of any one Accident.
- b) If an Insured Person is under 16 years of age, Benefit 1 – Accidental death, will be £7,500.
- c) Any disability which existed prior to an Insured Person sustaining Bodily Injury shall be taken into account when calculating the Benefit Payable.

Exclusions

The Underwriters shall not be liable in respect of any claim:

- 1. Directly or indirectly resulting from:
 - a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power and any act of terrorism.
 - b) The Insured Person committing, or attempting to commit suicide or intentional self-injury.
 - c) Childbirth or pregnancy.
 - d) Motor racing, rallies, competitions, speed tests or the like.
 - e) The Insured Person being under the influence of, or being affected by alcohol or drugs, other than drugs taken under the direction of a qualified medical practitioner.
- 2. Where the Insured Person has attained the age of 80 years on or before the date of the Accident.
- 3. Involving the use of vehicles other than an Insured Private Car.

Conditions

Choice of Law

English law will apply to this Cover unless before it is issued, the Underwriters make a written agreement saying otherwise.

Claims

On the happening of any occurrence likely to give rise to a claim You must notify the Underwriters in writing as soon as reasonably possible and in any event within 60 days of the date of the occurrence. You must at Your expense, provide any certificates, information and evidence that may from time to time be required by the Underwriters and in the form prescribed by them. The Underwriters shall be allowed, at its own expense and upon reasonable notice to You, to have a medical examination of the Insured Person. If any claim submitted under this Cover shall be in any respect false or fraudulent, the Underwriters shall be under no liability to make any payment in respect of such a claim.

Communications

All communication is to be in English.

Interest

No Benefit payable shall carry interest.

Interpretation

Any word or expression to which specific meaning has been attached shall bear the same meaning wherever it appears. All Cover is issued under the terms, Definitions, Provisions, Exclusions and Conditions of this cover.

Rights of Third Parties

The parties do not intend any term of this agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

You must also refer to the General Conditions and the General Exclusions on Pages 10-11 of Your Endsleigh Motor Policy Book

Cancellation

You may cancel Your Cover up to 14 days after receipt of this documentation, subject to no claim having been made under this Cover. We will refund your premium, less a charge for the period You have been insured. If You do not exercise this right to cancel Your Cover, it will remain in force for the term of the Associated Private Car Policy and You will be required to pay the premium. If You want to cancel Your Cover after 14 days No refund will be payable. This Cover will be automatically cancelled if Your Associated Private Car Policy

with Endsleigh Insurance Services Limited is cancelled. No refund will be given unless the cancellation is within the 14 day cooling off period described in the Cancellation section on page 10 of Your Policy.

How to make a claim

If you need to make a claim under this section please refer to Your Policy Summary – Personal Accident Cover

Complaints Procedure

If you need to make a complaint under this section please refer to Your Policy Summary - How to make a complaint

Hire Car

Your Statement of Insurance will show whether You have cover under this section

Definition of Terms

The following words or phrases have the same meaning wherever they appear in this Policy.

Associated Private Car Policy – The motor insurance arranged by Endsleigh Insurance (which is taken out by the Policyholder in their name to cover a private car).

Endsleigh – Endsleigh Insurance Services Limited

Geographical Limits – Great Britain, Northern Ireland, Isle of Man and the Channel Islands (for residents only).

Hire Car – A Group A (ABI Group S1/S2) vehicle as determined by Endsleigh's Agent, within the Geographical Limits (e.g. 1.0 litre car).

Insured Incident – A road traffic accident, fire, flood, storm, attempted theft, act of vandalism, malicious damage or recovered theft, that renders the Insured Vehicle a total loss as determined by Endsleigh or Endsleigh's Agent if the damage is covered under Your current Associated Private Car Policy OR, by the Third Party You are claiming against for Your losses OR, if a fault accident by a garage who are a member of the Vehicle Builders Association (VBRA) or the Motor Vehicle Repairers Association (MVRA) or another similar recognised body. Alternatively, it is where the Insured Vehicle has been stolen and remains unrecovered.

Insured Person/You/Your – A full driving licence holder aged 18 to 79 years who appears on the current Associated Private Car Policy issued by Endsleigh

Insured Vehicle – The car described in Your Statement of Insurance or any replacement car which has been notified to and accepted by Us, and for which You have a Certificate of Motor Insurance showing the registration mark, and for which a premium has been paid for Hire Car cover.

Participating Agent – Endsleigh who is authorised to accept insurance, collect premiums and issue policies on behalf of the Underwriters.

Period of Insurance – The period of the motor insurance policy which runs concurrently with this Policy and does not exceed 12 months.

Policyholder – The person, firm or company who has taken out this Policy and has paid the premium due.

Provider – Endsleigh's Agent supplies the Hire Car and administers the claim

Third Party – The other person(s) and/or party(s) responsible for the Insured Incident, excluding the Insured Person and/or Policyholder (as defined in this Policy).

Underwriters – The Underwriter shown on Your Statement of Insurance.

We/Us/Our – The Insurers shown on Your Statement of Insurance or Endsleigh Insurance Services Limited acting on their behalf

Your Hire Car Insurance Contract

Cover is subject to the terms and conditions that follow.

Endsleigh's Agent or a supplier of Endsleigh provides the benefits under this Policy. However, the contract is between the Underwriter and the Policyholder.

What is covered

- You are covered for up to 14 or 21 days* of continuous car hire within the Geographical Limits following an Insured Incident during the Period of Insurance and within those Geographical Limits.
- A maximum of two claims in the Period of Insurance can be made.
- You may extend the hire by contacting Endsleigh's Agent on 01827 319400 – Authorised Hire Team who will make arrangements. A discounted rate is available to Endsleigh customers.

What is not covered

The following are not covered under this insurance:

- all fuel, fares, fines and fees relating to the Hire Car whilst in your possession
- any claim where the Insured Vehicle was being used for hire or reward
- any claim where Endsleigh do not provide indemnity under the terms of Your Associated Private Car Policy

You must also refer to the General Conditions and the General Exclusions on Pages 10-11 of Your Endsleigh Motor Policy Book

Your Hire Car Insurance Contract (continued)

What is covered

d. The Hire Car must be returned to Endsleigh's Agent no later than 48 hours after payment is issued to You based on Endsleigh's total loss valuation of Your claim or no later than the number of days of vehicle hire as shown on Your Statement of Insurance sent with the Associated Private Car Policy (whichever comes first).

*Number of days of vehicle hire is shown on Your Statement of Insurance with this policy

What is not covered

- d. any further hire charges incurred after the number of days of vehicle hire as shown on your statement sent with the Associated Private Car Policy, or more than 48 hours after payment is issued by Endsleigh under the terms of the Associated Private Car Policy for a total loss or theft unrecovered, whichever comes first
- e. any claim for theft which has not been reported to the police
- f. any claim reported to Endsleigh more than fourteen days after the Insured Incident occurred
- g. any claim for a Hire Car more than fourteen days after the Insured Vehicle has been determined a total loss by Endsleigh
- h. sea transit charges in the delivery and collection of the Hire Car
- i. any claim arising out of a deliberate or criminal act or omission, which is found to the Provider's satisfaction to be of a fraudulent or false nature.
The Insured Person will be held responsible for any costs paid or incurred as a result
- j. any excess payable in the event of a claim involving the Hire Car
- k. any Insured Incident, which took place prior to the commencement of this Policy

Making a Claim

Making a claim under this policy could not be easier. To report an incident, call the free 24 hour Claims Helpline immediately on;

Comprehensive policyholder **0800 783 4433**
Third Party, Fire and Theft policyholders **0800 096 9679**

This UK based Claims Helpline is available 24 hours a day, 365 days a year.

Endsleigh or its agent will contact You to administer Your claim and arrange the supply of a Hire Car.

You should note that the following conditions apply in all circumstances:

- a. a security/fuel deposit is payable by You on collection of the Hire Car. This is refundable upon its return provided it is free from damage and has the same amount of fuel as when collected
- b. when taking possession of the Hire Car, the driver will need to produce their full current driving licence and personal identification, e.g. telephone bill

- c. You must have a valid motor insurance with Endsleigh to take advantage of this cover
- d. Hire Cars are provided in accordance with Endsleigh or its agent's standard requirements, terms and conditions
- e. a Hire Car will only be provided once confirmation is received from Endsleigh, that the Insured Vehicle is a total loss, not before
- f. if the Insured Vehicle has suffered theft damage or been stolen You must supply a police crime reference number before a Hire Car can be provided
- g. the Insured Person may have to provide comprehensive insurance for the Hire Car

We must draw Your attention to the additional terms and conditions of Endsleigh's Agent, which are held by Endsleigh, and can be viewed on request. They may affect the provision of the Hire Car.

General Conditions

Subrogated Rights

- The Insured Person must take all reasonable steps to mitigate the costs of the claim
- The Insured Person must pay to the Underwriters any sums by way of costs, charges or fees directly recovered from the Third Party to the extent of the sums indemnified under this Policy
- The Insured Person must take all action possible to recover any costs, charges or fees the Underwriters may have paid or be liable to pay and pay any such amounts recovered to the Underwriters
- Upon conclusion of the hire of a replacement car the Underwriters can take over and if necessary conduct proceedings in the name of the Insured Person to recover the hire costs of the Hire Car from the Third Party

Duration

The period of the Associated Private Car Policy which runs concurrent with this Policy and does not exceed twelve months (Definitions: Period of Insurance).

Complaints Procedure

If you need to make a complaint under this section please refer to Your Policy Summary - How to make a complaint.

Cancellation

You may cancel Your Cover up to 14 days after receipt of this Policy, subject to no claim having been made under this Cover. We will refund Your premium, less a charge for the period You have been insured. If You do not exercise the right to cancel Your Cover, it will remain in force for the term of Your Associated Private Car Policy and You will be required to pay the premium. If You want to cancel after 14 days No refund will be payable.

This Cover will be automatically cancelled if Your Associated Private Car Policy with Endsleigh Insurance Services Limited is cancelled. No refund will be given unless the cancellation is within the 14 day cooling off period described above.

Excess Protect Cover

Your Statement of Insurance will show whether You have cover under this section

Who is eligible to purchase this Policy?

Any person:-

1. Permanently resident in the United Kingdom (England, Wales, Scotland and Northern Ireland), Channel Islands and the Isle of Man.
2. Any person who has a current full and valid UK driving licence, or holds a full internationally recognised licence.
3. Who has an Associated Private Car Policy

You must also refer to the General Conditions and the General Exclusions on Pages 10-11 of Your Endsleigh Motor Policy Book

Definitions

Where **We** explain what a word means that word will be highlighted in bold print and will have the same meaning wherever it is used in the policy.

The following key words which are listed in alphabetical order have the same meaning wherever they appear. These definitions apply to this section and are supplementary to the definitions listed on page 1 of **Your Associated Private Car Policy**. The General Conditions and General Exclusions on pages 17 to 20 of **Your Associated Private Car Policy** apply in addition to any provisions or exclusions stated in this section.

Annual Aggregate Limit – Means the maximum amount payable in the **Period of Insurance** as shown in **Your Statement of Insurance**.

Associated Private Car Policy – Means the motor insurance arranged by Endsleigh Insurance Services Limited (which is taken out by the **Policyholder** in their name to cover their **Motor Vehicle**).

Statement of Insurance - this forms part of this policy document and contains the name of the **Policyholder** and gives details of the cover provided by this policy.

Excess - Means the amount **You** must pay under the terms of **Your Associated Private Car Policy**.

Imminent Claim - Means an **Incident** that could give rise to a claim under this policy that **You** are or were aware of prior to the inception

What is covered

1. Cover is provided for the **Excess** that **You** are responsible for following the successful settlement of any loss, destruction or damage claim for **Your Motor Vehicle** under **Your Associated Private Car Policy** in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. Where **You** were at fault the claim will be settled when **We** are in receipt of the settlement letter from **Your Motor Insurer**. For claims where **You** are deemed either partially at fault or not at fault if **Your Excess** is not recovered from the third party within 6 months from the date of **Incident We** will reimburse any **Excess** payment for which **You** have been made liable up to the **Annual Aggregate Limit** insured under the policy.
2. Cover will only operate when the **Excess** of **Your Associated Private Car Policy** is exceeded and following the successful claim payment.
3. The maximum amount payable under this policy will be the **Annual Aggregate Limit** as shown in **Your Statement of Insurance**. Once the **Annual Aggregate Limit** is exhausted this policy is automatically cancelled and **You** are then liable for all and any future **Excess** payments as defined in **Your Associated Private Car Policy**.

General Conditions Applicable To This Policy

1. The Excess Protect Cover will continue to respond for the **Period of Insurance** or until **Your** chosen **Annual Aggregate Limit** on this Excess Protect Cover is exhausted; whichever comes first.
2. **Your Associated Private Car Policy** must be maintained, current, valid and provided by **Endsleigh Insurance Services Limited**.
3. The **Policyholder** as stated on the **Statement of Insurance** must match the lead name of the individual on the **Associated Private Car Policy** that has responded and to which this policy will respond.
4. In the event that any misrepresentation or concealment is made by **You** or on **Your** behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.
5. Right of Recovery - **We** can take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of payment made under this policy.
6. Other Insurance - if **You** were covered by any other insurance for the **Excess** payable following the **Incident**, which resulted in a valid claim under this policy, **We** will only pay **Our** proportionate share of the claim.

You must also refer to the General Conditions and the General Exclusions on Pages 10-11 of Your Endsleigh Motor Policy Book

How to Make a Claim

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

date of this policy that was to be or had just been reported under **Your Associated Private Car Policy**.

Incident - Means a claim occurrence under **Your Associated Private Car Policy** during the **Period of Insurance**.

Motor Insurer – Means an authorised and regulated UK **Motor Insurer**
Motor Vehicle – A car (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry not more than seven passengers and does not exceed 3.5 tonnes, of which **You** are the owner or which **You** are authorised to drive.

Period of Insurance – Means the period for which **We** have accepted the premium as stated in **Your Statement of Insurance**. This policy runs along with **Your Associated Private Car Policy**, and if **Your Associated Private Car Policy** is cancelled/not renewed, all cover under this insurance will end.

Waived or Reimbursed – Means where a third party has already made good the **Excess** amount of any claim on **Your Associated Private Car Policy**.

We/Us/Our – Means Inter Partner Assistance SA UK Branch and ClaimEz (SIS) PO Box 70931, London, SW20 2EE.

The insurer and claims handler shown on **Your Statement of Insurance**.

You/Your/Policyholder - Means the person whose name appears at the top of **Your Statement of Insurance**.

What is not covered (exclusions)

1. Any claim that **Your Associated Private Car Policy** does not respond to or the **Excess** is not exceeded.
2. Any claim that is refused under **Your Associated Private Car Policy**.
3. Any claim where the **Motor Vehicle** is being used:
 - a) for business use and commercial travel by sales representative
 - b) for hire or reward
 - c) for any purpose in connection with the motor trade
 - d) in any competition, trial, performance test, race or trial of speed, including off-road events, whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.
4. Any claim under **Your Associated Private Car Policy** which occurred prior to the **Period of Insurance** as shown on **Your Statement of Insurance** that **You** were aware was an **Imminent Claim**.
5. Any claim notified to **Us** more than 31 days following the settlement of **Your** claim under **Your Associated Private Car Policy**.
6. Any contribution or deduction from the settlement of **Your** claim against **Your Associated Private Car Policy** other than the stated policy **Excess**, for which **You** have been made liable.
7. Any claim that has been **Waived** or **Reimbursed**.
8. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
9. Any claim arising from glass repair or replacement.
10. Any claim arising from breakdown or misfuel.
11. Any claim resulting from war and/or terrorism.
12. Any claim resulting from:
 - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
7. Reasonable Precautions - **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
8. Keeping to the terms of this policy - **We** will only give **You** the cover that is described in this policy if any person claiming cover has met with all its terms and the terms of the Excess Protect Cover, as far as they apply.
9. If **You** make a claim under this policy that is found to be false or fraudulent in any way, the policy is void and any claim will not be paid.
10. In the event that **Your Excess** is reimbursed by **Us** but then **You** receive payment for the **Excess** from **Your Motor Insurer** then **You** must inform **Us** immediately and return the payment back to **Your Motor Insurer** for reimbursement to **Us**.
11. **We** have the right to approach any third party in relation to **Your** claim.

agent of the insurer.

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

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You will be asked to provide **Your** scheme code which can be found on the Endsleigh website at <https://www.endsleigh.co.uk/claim-centre>

If **You** have access to the internet:

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

If **You** do not have access to the internet:

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

Making a claim Complaints Procedure

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

For claim complaints:

The Customer Care Manager, ClaimEZ (SIS), PO Box 70931, London SW20 2EE, customer-care@claimEZ.com

Please provide full details of **Your** policy and in particular **Your** policy/claim number to help **Your** enquiry to be dealt with speedily.

If **Your** complaint is not resolved **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (Ombudsman):-

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR, 0800 080 1800

complaint.info@financial-ombudsman.org.uk

These procedures do not affect **Your** right to take legal action.

Compensation Scheme

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

FAILURE TO FOLLOW THESE STEPS MAY JEOPARDISE THE REIMBURSEMENT OF YOUR COSTS

Jurisdiction and law

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

Cooling off Period

We will refund **Your** premium in full if, within 14 days, **You** decide that it

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority. Details about the extent of Our regulation by the Financial Conduct Authority are available from Us on request. Our FCA Register number is 202664. You can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

You must also refer to the General Conditions and the General Exclusions on Pages 9-11 of Your Endsleigh Motor Policy Book

Breakdown Cover			
Your Statement of Insurance will show whether You have cover under this section			
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Terms and Conditions

This Policy is a contract between **Us** and **You**. We agree to pay for those costs set out in this Policy, which occur during the Period of Cover and

for which payment of the appropriate premium has been made and subject to the following Policy terms and conditions.

Definitions

Below are certain words that have a specific meaning in this Policy and wherever these words appear they have the following meaning:
Accident – means an Accidental crash immobilising the insured Vehicle.
Associated Private Car Policy – the motor insurance arranged by Endsleigh Insurance Services (which is taken out by the policyholder to cover a private car).
Breakdown – means unforeseen mechanical or electrical failure during the Period of Cover in the United Kingdom and Europe which has either immobilised Your Vehicle or made it unsafe to drive.
Certificate of Motor Insurance – means evidence of the existence of motor insurance as by law and which forms part of Your Associated Private Car Policy.
Claim – means a call for assistance under this Policy.
Endsleigh – Endsleigh Insurance Services Limited.
Europe – Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia & Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (West of the Bosphorus), Ukraine.

Home – means the address where You live in the United Kingdom.
Period of Cover – means the duration of Your cover as stated in Your Policy Documents.
Policy Documents – means this Policy wording and all associated documentation provided to You by Your insurer on Our behalf.
Resident of the United Kingdom – means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom.
Specialist Equipment – is equipment not carried by RAC patrols or RAC contractors.
The Party/Your Party – means the persons including You, travelling with You in the Vehicle.
United Kingdom/UK – means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
Vehicle – means the Vehicle specified in the Fulfilment Material as being eligible to receive services under this Policy.
We/Our/Us/RAC – means RAC Motoring Services and/or RAC Insurance Limited.
You/Your – means the person(s) named in the Policy Documents when driving the Vehicle, or any other person driving the Vehicle with the owner’s consent.

Important Information

Disability discrimination
If You have any problems reading this booklet, You can always call Our Customer Services on 08705 722 722 for a large font or Braille version.
Choice of law
The laws of England and Wales govern Your Policy, unless You and RAC agree otherwise and the agreement has been put in writing by RAC.

Use of language
Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.
Telephone recording
For our joint protection, telephone calls may be recorded and/or monitored.

What to do if You Breakdown

If You are unfortunate enough to Breakdown, please follow these simple steps.
1. Call the appropriate number stated in the following table.
2. Have to hand Your cover number and Vehicle registration.
3. Advise the operator of the location of Your Vehicle and the nature of the fault. RAC will then advise how to proceed and what form of assistance would be the most appropriate.
Remember to always call RAC first. Please do not go ahead and make Your own arrangements as RAC cannot reimburse costs incurred without prior authorisation. Calls may be recorded and/or monitored. Members with hearing difficulties can contact RAC through Our Minicom Supertel unit on 0800 626 389 or use the SMS facilities on 7855 828 282. These services are not available for European incidents.

UK	0800 092 4136	(freephone)
France and Monaco	0800 290 112	(freephone within France and Monaco only)
	0472 43 52 55	(pay call)
Republic of Ireland	1 800 535 005	(freephone)
	00 44 800 107 9058*	(pay call)
Rest of Europe	00 33 472 43 52 55	(pay call)
Serbia and Montenegro	99 33 472 43 52 55	(pay call)
Azerbaijan, Belarus, Georgia, Russia, Ukraine	810 33 472 43 52 55	(pay call)

* If You are calling from a UK mobile phone, Your network provider may not allow You to call a freephone 1800 number. Please check with Your service provider prior to travelling. Customers who are affected can contact Us on 00 44 800 107 9058. Your network provider may charge You for this call.

Services Provided

Service in the UK
Cover applies to Vehicles registered with the DVLA in Swansea or Northern Ireland only.
Roadside
Your Statement of Insurance will show whether You have cover under this section.
What is covered
If You are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a Breakdown to Your Vehicle, We will send an RAC patrol or contractor to help You.

We will try to repair Your Vehicle at the roadside. Roadside includes labour at the scene of the Breakdown (but not labour at any garage to which the Vehicle is taken).
If We cannot repair the Vehicle at the roadside, and We believe repairs are unwise or cannot be completed within a reasonable time, We will take the Vehicle and up to 8 people to a destination of Your choice within 10 miles of the scene of the Breakdown. If You have no preferred destination, We will take the Vehicle to a nearby garage. If You wish the Vehicle to be taken to any other destination, You will have to pay for the towage costs for the whole distance.
If You need to leave Your Vehicle at the garage We will reimburse You for taxi fares up to 20 miles (a receipt must be obtained).

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Services Provided (continued)

What is not covered:

1. Breakdowns which would be prevented by routine servicing of Your Vehicle
2. any labour other than that incurred at the Roadside
3. replacing tyres or windows
4. missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them
5. the cost of ferry crossings, road toll and congestion charges
6. Vehicles being demonstrated or delivered by motor traders, or used under trade plates RAC to the rescue.
7. Vehicles, which, according to Our patrol or contractor, had broken down or were unroadworthy before You took out Your Policy
8. Vehicles, which Breakdown within 1/4 mile of Your Home address or where You normally keep the Vehicle
9. contaminated fuel problems. We will arrange for Your Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out
10. the cost of parts, fuel or other supplies
11. any Vehicle storage charges incurred when You are using Our services
12. labour at any garage to which the Vehicle is taken
13. Breakdown caused by or following an Accident, fire, theft or act of vandalism. If You call Us for assistance following such an incident You will be liable to pay Us for removal. (Subject to the terms of Your insurance Policy, You can then reclaim these costs through Your insurance)
14. the tow or transport of any Vehicle, which, in Our reasonable opinion, is loaded beyond its legal limit
15. any Vehicle in a position where We cannot work on it or tow it, or wheels have been removed, We can arrange to rectify this but You will have to pay the costs involved
16. any animals in Your Vehicle, please note that their onward transportation is at Our discretion and solely at Your risk. We will not insure any animal, including livestock in transit, during any onward transportation We undertake.

Roadside & Recovery

Your Statement of Insurance will show whether You have cover under this section.

Roadside & Recovery has the same terms and conditions as Roadside but with the following variations.

What is covered

If We cannot get Your Vehicle repaired locally within what We deem to be a reasonable time, We will take the Vehicle and up to 8 people Home or to a single address anywhere else within the UK. If there are more than 5 people this may require two separate Vehicles. An adult must accompany any persons under the age of 16.

You can use Recovery if You are ill, and there are no passengers who can drive the Vehicle, so that You cannot continue Your trip. You must show Us a doctor's medical certificate confirming Your inability to drive (in these cases, We will provide this service as We see fit).

Recovery does not cover:

1. any Vehicle which in Our reasonable opinion was broken down or unroadworthy at the time You took out Your Policy
2. the use of Recovery as a way to avoid paying repair costs
3. a second Recovery if We consider that the original fault of a first Recovery has not been properly repaired
4. service within 24 hours of commencement of this Policy.

Full UK Breakdown

Your Statement of Insurance will show whether You have cover under this section.

Full UK Breakdown has the same terms and conditions as Roadside & Recovery but with the following variations.

At Home

At Home has the same terms and conditions as Roadside but with the following variations.

At Home allows You to use Roadside within 1/4 mile of Your Home address or where You normally keep the Vehicle.

What is not covered

1. the rectifying of failed or attempted repairs
2. the reimbursement of taxi fares
3. service within 24 hours of commencement of this Policy.

Onward travel

Onward Travel benefits must be arranged at the time of Breakdown and cannot be requested later.

You are entitled to one of the following extra benefits once We have decided that We cannot get the Vehicle repaired locally.

- Replacement car hire.
- Alternative transport costs.
- Hotel accommodation.

You can use the Onward Travel benefits from Your Home address or within 1/4 mile of Your Home address. This excludes incidents where We have been called to rectify failed repairs.

Replacement car hire

We will pay for:

1. up to two days hire cost of a manual car of similar cubic capacity to Your Vehicle up to 1600cc for the duration of the repairs to the Vehicle in accordance with Your Onward Travel entitlement, for one incident
 2. insurance (including collision damage waiver).
- Replacement car hire is subject to availability and Our supplier's terms and conditions, which will usually include:
1. age limits
 2. the need to have a current driving licence, and, if held, a driving licence photo card, with You
 3. limits on acceptable endorsements
 4. the need to provide a valid credit card number (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the Vehicle to You).

Hire cars are not usually available with a tow bar, and therefore Your caravan or trailer will, if eligible, be recovered under Recovery with Your broken-down Vehicle.

If We decide that a hire car is not a practicable solution for any reason, hotel accommodation or alternative transport will be provided instead.

Alternative transport

We will reimburse You for standard class rail or other transport of Our choice for up to 8 people to reach the end of their journey within the UK. We will pay up to £150 a person or £500 for a group whichever is less.

Hotel accommodation

We will arrange and reimburse You for one night's bed and breakfast for up to 8 people in a hotel of Our choice.

We will pay up to £150 a person or £500 for each Party whichever is less. You will have to pay for any extra hotel or transport costs.

Special medical assistance

Onward Travel also provides special medical assistance. If You or one of Your passengers is taken into hospital more than 20 miles from Home We will arrange and pay for overnight accommodation for the other passengers, as described in 'Hotel accommodation' above.

We will also arrange for an ambulance to take the patient to a local hospital near to their Home once medical permission has been given. Special medical assistance is not available for planned hospital visits.

What is not covered.

1. A second use of the Onward Travel benefits if the original fault has not been properly repaired.
2. Other charges arising from Your use of the hire car, such as fuel costs, deposit, any insurance excess charges, collecting and returning the Vehicle and any costs due to You keeping the car after the agreed period of hire (You must settle these charges directly with the supplier).
3. If You require a second or any other type of Vehicle We will try to arrange this for You. You will have to pay for any additional costs.
4. If You are unfortunate enough to have an incident with the hire Vehicle and You make an insurance claim, You will be responsible for paying any excess.
5. Service within 24 hours of commencement of this Policy.
6. Breakdowns in the UK resulting from road traffic Accidents, vandalism, fire or theft.

Full UK & European Breakdown

Your Statement of Insurance will show whether You have cover under this section.

Full UK and European Breakdown has the same terms and conditions as Full UK but with the following variations.

European cover applies to Vehicles registered with the DVLA in Swansea or Northern Ireland only.

European cover operates within all countries defined as Europe on Page 24.

Service in the UK en route to Europe

If You are stranded on a public highway through Breakdown of Your Vehicle on the outward journey from Home to Your point of departure from the UK or on the inward journey from Your point of entry to the UK, to Home, We will provide services as if You were in Europe.

In addition We will pay a contribution of up to £750, towards the cost of self-drive hire car including collision damage waiver and replacement Green Card as necessary, to complete the planned journey if RAC confirms Your Vehicle cannot be repaired within 24 hours.

Service whilst in Europe

You are covered for any number of trips, each up to 90 days in duration but not for longer stays and provided the outward and return journeys are completed in the Period of Cover.

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In the event of a Breakdown We will pay for the following subject to the limitations for each section as described in the Policy description:

We will pay for:

1. attendance of local Breakdown or garage services to repair the Vehicle at the Roadside if possible; or
2. tow of the Vehicle from the place of Breakdown or Accident to the nearest local repairer where You may arrange repairs and either:
 - a) a contribution towards labour charges at a garage if it is possible to effect the repairs necessary to enable the Vehicle to continue the journey on the date of Breakdown; or
 - b) inspection fees, in the event of a Breakdown, to confirm that the Vehicle cannot be repaired by Your return travel date and Your request for assistance will include authorisation for Us to arrange this; and
3. storage charges for the Vehicle while awaiting repair or repatriation
4. the cost of wheel changes but not for replacement tyres.

We will not pay for:

1. any labour costs other than those incurred at the Roadside. We will not pay labour costs at any garage to which the Vehicle is taken other than under paragraph 2 above
2. repair costs, including labour, if the Vehicle was in a road traffic Accident, damaged by fire or stolen or is uneconomical
3. the cost of parts used for Roadside or garage repairs
4. the cost of any repairs not directly necessary to enable the Vehicle to continue the journey on the date of the Breakdown
5. the cost of any other supplies, including but not limited to Specialist Equipment.

If We cannot repair the Vehicle within 12 hours of being notified of a Breakdown, then We will pay for either:

- a) additional accommodation expenses We will pay up to £30 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while You wait for Your Vehicle to be repaired, providing the appropriate RAC control centre can confirm repairs will take more than 12 hours, or if it is to be repatriated to the United Kingdom.

We will not pay for:

1. the costs of meals and any extra costs.

or

- b) journey continuation or return Home.

If the appropriate RAC control centre can confirm repairs to Your Vehicle will take more than 12 hours, or if Your Vehicle is to be repatriated to the United Kingdom, a contribution to travel expenses to allow You to:

1. continue the planned journey during the period Your Vehicle is not roadworthy

or

2. return Home by direct route.

Expenses can comprise self-drive car hire up to 14 days per claim, including collision damage waiver (see "Important self-drive hire car information") and replacement Green Card as necessary, or second/standard class rail, or a combination of both. RAC will in its sole discretion decide which course of action to adopt, but RAC will take into consideration Your preference.

You must collect the Vehicle when repaired as once the Vehicle is repaired and You have been notified, RAC will not pay any further expenses other than the costs of collection.

This benefit is also available if Your Vehicle is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if and when Your Vehicle is recovered in a roadworthy condition.

We will not pay for:

1. fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car
2. the cost of any car hire beyond the period agreed with the appropriate RAC control centre

3. any car hire expenses after Your Vehicle is repaired except for the direct journey to return and collect it

4. first class rail fares

5. any costs under this benefit if they are for a service You used at the same time as the above section "Additional accommodation expenses"

6. international drop charges where a Vehicle hired from Europe is dropped within the UK

7. the costs of hiring a motorcycle

8. any hire costs not arranged through RAC or agreed by RAC.

Vehicle repatriation

If RAC can confirm that repairs cannot be completed by Your planned return date to the United Kingdom and providing the cost of repatriation is not uneconomical We will pay for Vehicle repatriation to the United Kingdom.

We will pay for the cost of taking the Vehicle by road transporter from Europe to Your Home or chosen UK repairer for repair.

We will also pay the costs of packing and freighting Your baggage if the Vehicle is declared a 'Write-off' by the Vehicle's insurers.

When repatriation is authorised it normally takes 10-14 working days for delivery to a UK address from most west European countries. At busy times and from east European countries it may take longer.

If the Vehicle has been fitted with a roof box or bicycle rack, You must remove and place it inside the Vehicle. The roof box keys need to be left with Your Vehicle keys.

We will not pay for:

1. Claims for any repatriation not authorised by the appropriate RAC control centre

2. the cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the UK market value of Your Vehicle according to Glass's guide

3. the cost of repatriation if Your Vehicle is roadworthy

4. any Claim if Your Vehicle is being repatriated and Customs in any country find its contents are breaking the law

5. any further costs in connection with the Vehicle once declared a write-off by Us.

Collection of Vehicle from Europe

We will pay up to £600 for the following costs for one person to collect Your Vehicle, repaired abroad after a Breakdown.

1. Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.

2. Additional homeward cross channel ferry or rail fare for the repaired Vehicle (calculated by taking the actual fare less the value of any unused homeward portion of Your original cross channel ticket).

3. Up to £30 per night for single room hotel accommodation necessary to complete the round trip (limited to room only).

We will not pay for:

1. first class rail fares

2. the cost of any meals

3. the costs of more than one person.

Note: The appropriate RAC control centre will make the sole decision whether Your Vehicle should be repaired in Europe for You (or someone nominated by You) to return and collect.

Authority for repatriation or repair

If Your Vehicle is not able to be driven due to a road traffic Accident, fire, break-in or theft, any damage which You are entitled to have repaired by Your motor insurers must be reported to them immediately. Your insurers must decide whether to declare the Vehicle is a write-off, authorise repair abroad or have the Vehicle repatriated. We cannot repatriate the Vehicle unless Your insurers first give their permission.

We also reserve the right to negotiate with them to reclaim costs incurred. If Your insurers cannot or do not give permission to repatriate then it is Our decision alone whether to declare the Vehicle a write-off, or repatriate or repair locally a Vehicle which cannot be driven as a result of a Breakdown, or as a result of a road traffic Accident, fire or theft, for which You do not have fully comprehensive cover.

Additional Services

We will pay for the costs of providing the following if applicable.

Vehicle break-in, emergency repairs

We will treat Your Vehicle as if a Breakdown had occurred and You will be entitled to all of the services set out in this document except 'Vehicle repatriation'.

We will pay:

1. the cost of immediate emergency repairs, up to £175, necessary to make Your Vehicle secure in the event of damage to window, locks or windscreen caused solely by forcible entry, or attempted forcible entry provided You report the matter to the police either before contacting Us or within 24 hours of contacting Us, and You have obtained a written report from the police.

We will not pay for:

1. the cost of repairs if they are not to make Your Vehicle secure and for the reasons stated

2. any repair costs if You do not obtain a police report and submit it with Your claim.

3. repatriation benefits as described under the section entitled 'Vehicle repatriation'.

Spare parts dispatch

If as a result of a Breakdown Your Vehicle needs parts but these are unavailable locally We will pay for:

1. freight, handling and ancillary charges for dispatch of spare parts not obtainable locally

2. the fare for one person to collect parts from the appropriate railway station or airport.

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We will not pay for:

1. the cost of parts themselves, which must be paid on receipt. When telephoning the RAC control centre You will be asked for Your credit card details. Alternatively You will be asked to pay for the part(s) direct to the repairer.

Accidental damage to or loss of tent

We will pay:

1. up to £35 per person per day contribution to accommodation expenses if during the Period of Cover You are camping and Your tent is damaged Accidentally making it unusable, or it is stolen. Alternatively, We may at Our option authorise the cost of a replacement tent. If Your tent is stolen You must report the theft to the police within 24 hours and obtain a written report.

We will not pay for:

1. the cost of meals or any other costs
2. damage caused by weather conditions
3. the cost of a replacement tent not authorised by Us
4. any costs if Your tent was stolen and You do not report the theft to the police within 24 hours and obtain a written report.

Urgent message relay service

We will pay for:

1. the cost of relaying urgent messages from the appropriate RAC control centre to Your immediate relatives or close business associates if the Vehicle cannot be driven because of Breakdown, Accident or fire or if it is stolen.

We will not pay for:

1. the cost of non urgent messages or messages to persons not described in the previous paragraph
2. the cost of relaying any urgent message not arranged through the appropriate RAC control centre.

Replacement driver

We will pay for:

1. the cost of providing a replacement driver to drive Your Vehicle and Your Party to Your destination or Home, if a registered doctor declares You medically unfit to drive and You are the only qualified driver.

We will not pay for:

1. replacement driver cost if there is another qualified driver in The Party who is fit to drive.

Customs Claims indemnity

We will pay for continental or Irish Customs Claims for duty if:

1. the Vehicle is beyond economic repair as a result of fire or theft in Europe during the journey and it has to be disposed of abroad under Customs supervision
2. it is stolen in Europe during the journey and not recovered. RAC will deal with necessary Customs formalities.

To arrange, please call: RAC European Support, 0870 549 3320 Monday to Friday 9am-5pm.

We will not pay any import duties not relating to the Vehicle.

There is an overall limit of £2500 per Claim applied to the European section of this Policy.

European Claims procedure and conditions

When providing assistance We make every effort to meet on Your behalf all costs within the Claim limit. However, in some instances You may be asked to pay locally and reclaim costs on Your return to the United Kingdom. There may also be occasions when You arrange and pay for assistance direct and wish to reclaim the cost.

RAC European Motoring Assistance claims are handled by:

RAC Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ.

If You have paid any cost which You believe is covered under Your Policy, please telephone Us for a Claim form immediately on Your return Home, quoting Your Policy reference number. When returning Your completed Claim form You should enclose relevant original receipts (not photocopies).

If You have any enquiries relating to repatriations or Claims associated with Our European Service, please contact Us on 0870 549 3320.

Payment of Claims depends on You complying with the following conditions for all of Your Policy.

1. You must keep all relevant original receipts (not photocopies) as they will be needed for any Claim. We may refuse to pay expenses You are Claiming back if You cannot provide original receipts or bills for the items You have paid.
2. You must make any Claim on an RAC Claim form, please bring Your Claim to Our attention as soon as You can (if possible within 28 days) after You return to the United Kingdom. Claims which are not on an RAC Claim form will not be accepted. This does not affect Your statutory rights to take legal action in or exercise any other legal remedy.
3. If We pay out money for You under Your Policy We can take over Your right to get that money back. You must cooperate with Us as much as possible if requested by Us.
4. You must do all You can to prevent Accident, injury, loss or damage, as if You were not covered under Your Policy.
5. You must forward to Us any writ, summons, legal document or other communication about the Claim as soon as You receive them.
6. You must obtain any original receipts, certificates, police reports, evidence, etc and give all the information and help We may need at Your expense. This includes medical certificates and details of Your household insurance if necessary.
7. You must not admit liability or offer or promise payment without Our written permission.
8. You must, within 7 days of any request from Us, send to Us copies of any European Accident statements (called a “Constat d’amiable” in France) and/or any police reports should You use the Policy following a road traffic incident.

General Conditions

Credit card details

We will require Your credit card details if We arrange a service for You which is not covered by Your Policy or if it exceeds the Policy limits set out in the part entitled “Policy Description”. If You do not provide Us with Your credit card details RAC will not be able to provide certain services which will be notified to You when credit card details are requested.

Motorcycles

The Policy covers motorcycles on the same basis as other eligible Vehicles. However, it is not possible for Us to hire a motorcycle if a replacement Vehicle is required. A hire car or alternative transport will be arranged, whichever is most suitable. We are also unable to hire a trailer for You to transport Your motorcycle.

Caravans and trailers

The Vehicle restrictions in this Policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7 metres. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide Recovery, the caravan or trailer will be Recovered together with the Vehicle to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this Policy.

We do Our best to find solutions to motoring problems, but We regret We cannot arrange a replacement caravan or trailer in the event of Breakdown or Accident damage which cannot be repaired. It is also virtually impossible to hire Vehicles with tow bars and it may become necessary to repatriate a caravan or trailer together with a towing Vehicle which cannot be repaired abroad by the return date.

Unforeseeable losses or events

Except in relation to any claim You may have for death or personal injury, if We are in breach of the arrangements under this contract, We

will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example loss of profit, loss of revenue or anticipated savings, loss of contracts, or for any business losses.

We do not guarantee the provision of any of the benefits under this document, if there is anything beyond Our reasonable control or the reasonable control of any service provider which prevents Us or a service provider from providing that benefit. Benefits may be refused if You or any of Your Party behaves in a threatening or abusive way to any persons providing service.

Taxi bookings

In some circumstances it can be quicker and easier for You to arrange a taxi. We may ask You to make Your own arrangements for taxi service. If so please send Your receipts to Us and We will reimburse You.

Service providers

The garages, Breakdown/Recovery companies, repairers, car hire companies and other third party service providers whose services are arranged by RAC on Your behalf and/or paid for under the Policy by RAC on Your behalf are not approved by RAC. They are not agents of RAC and RAC cannot be held liable for acts or omissions of such garages or other third parties. You are responsible for authorising repairs and making sure any repairs to Your Vehicle are carried out to Your satisfaction.

Vehicle condition

Your Vehicle must be roadworthy and in good mechanical condition when You apply for cover and You must keep it in that condition.

Fraud

If any Claim is found to be fraudulent in any way Your Policy will be cancelled immediately and all claims forfeited.

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Motor insurance

RAC European cover is not motor Vehicle insurance. We strongly recommend You tell Your motor insurers before taking Your Vehicle abroad. If You do not, Your insurance Policy will only cover You for damage You might cause to other people or their property (third party cover). This means that You will not be covered for any loss or damage to Your Vehicle. Your insurers will also need to know if You are towing a caravan or trailer.

Availability of service in eastern Europe

Every effort is made by RAC to make sure that a good quality service is provided in eastern European countries but this may not necessarily be to the same standards as in western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc. You should also be aware that unleaded fuel may not be widely available.

Service in certain countries may become disrupted or unavailable due to prevailing conditions, for which RAC cannot accept liability. Information can be obtained from the Foreign & Commonwealth Office – www.fco.gov.uk or by telephoning The FCO Travel Advice Unit on 0870 606 0290.

Important self-drive hire car information

We will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, Your Vehicle, if there is one available. If You were travelling in an MPV or similar Vehicle We may arrange two hire cars.

We will only arrange this if there are two qualified drivers in Your Party. Otherwise, We will arrange alternative means of transport.

Self-drive car hire arranged under Your Policy will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence endorsements, etc. The driver must also have held a full UK driving licence or equivalent for a minimum of 1 year (2 years for France).

Your credit card details will also be required as security for the hire and to cover extras such as top-up of the fuel tank when returning the Vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire Vehicle must be the same. Switch cards and debit cards are not acceptable. If You leave a hire car at a different location to the one arranged by the RAC control centre You must pay any collection charge which may be made.

Please note that many car hire companies across Europe charge a damage excess which is not covered by the collision damage waiver (CDW). This means that if the car is damaged during the hire period You could be liable for the equivalent of the first £150- £550 (approximately) and have Your credit card charged.

In some cases the amount could be higher and varies according to hire company, category of hire car and location. The CDW covers the amount above the excess.

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and eastern Europe international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete Your journey. A car hired abroad must not be brought into the United Kingdom.

A second car hire will be arranged for the United Kingdom part of Your journey.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or Vehicles with tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class Vehicles and cannot guarantee the hire of minibuses or vans.

We will not be responsible for any delays in obtaining a hired Vehicle and cannot guarantee to provide it in time to connect with Your pre-booked ferry, etc. You may have to collect a hired Vehicle from the nearest available place of supply.

Special requirements for Vehicles with over 9 seats

The supply of minibuses as a replacement Vehicle can often prove difficult. When one is available the following regulations apply:

Drivers must be at least 21 years old and have a full year's car driving experience. Special documents and tachographs are mandatory throughout the EU. For more information contact Your local Department of Transport Area Office for details.

Repayment of credit

You must pay back to Us on demand:

1. any costs We have paid for which You are not covered under Your Policy
2. the cost of any spare parts supplied.

Spares dispatch

After You have asked the appropriate RAC control centre to dispatch parts You are responsible for paying for them in full, even if You later obtain them locally.

We will arrange to dispatch parts as quickly as possible but delays will occur at weekends and bank holidays. We will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

General Exclusions

In addition to any limits and exclusions noted elsewhere in Your Policy, Your Policy does not cover:

1. costs for anything which was not caused by the incident You are claiming for
2. Vehicles which have broken down as a result of taking part in a motor sport event which takes place off the road and/or is not subject to the normal rules of the road or which Breakdown as a result of a motor sport event which takes place on permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park) or rally circuit. For example, Vehicles participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but Vehicles participating in any off-road rally will not be covered
3. the cost of all parts, garage, labour or other costs in excess of Your Policy limits set out in the part entitled "Policy Description". Please note these costs in Europe are likely to be higher than in the UK
4. loss caused by any delay, whether the benefit or service is being provided by Us or someone else (for example a garage, hotel, car hire company, carrier, etc)
5. any incident affecting a Vehicle hired under the terms of Your Policy
6. routine servicing of Your Vehicle, replacing tyres, missing or broken keys, or replacing windows. We may be able to arrange for the provision of these Services but You must pay any costs incurred. Note: Keys which are locked inside a Vehicle are covered and We can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at Your risk
7. any claim caused directly or indirectly by:
 - a) Your property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority
 - b) war, invasion, civil unrest, revolution, terrorism or any similar event
8. any Claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer
9. any Claim as a result of Vehicle Breakdown due to:
 - a) running out of oil or water
 - b) frost damage
 - c) rust or corrosion
 - d) tyres which are not roadworthy
 - e) using the incorrect fuel

10. any Claim caused directly or indirectly by the effect of intoxicating liquors or drugs
11. any Claim where Your Vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence
12. any Claim which You have made successfully under any other Policy of insurance held by You. If the value of Your Claim is more than the amount You can get from Your other insurance We may pay the difference subject to Policy limits and exclusions
13. the cost of any transportation, accommodation or care of any animal. Any onward transportation is at Our discretion and solely at Your risk. We will not insure any animal during any onward transportation We may undertake
14. any period outside Your Period of Cover
15. any Vehicle other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility Vehicle and provided that the Vehicle conforms to the following specification:
 - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM)
 - b) maximum overall dimensions of: length 5.5 metres; height 3 metres; width 2.25 metres (all including any load carried).The Vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7 metres. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide Recovery, the caravan or trailer will be Recovered together with the Vehicle to a single destination. Other than as set out above caravans and trailers are not covered by this Policy. If the Vehicle requires repatriation We will arrange for repatriation of the caravan or trailer as well.
16. any Claim by You unless You are Resident of the United Kingdom and the Vehicle is registered with the DVLA in Swansea or Northern Ireland
17. any Vehicle which is not in roadworthy and good mechanical condition at least 7 days before any booked trip to Europe within Your Period of Cover. You must also make sure it is serviced as the manufacturer recommends

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18. any Vehicle carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during Vehicle construction and to the manufacturer's specification
19. Your Vehicle if it is unattended
20. any personal effects, valuables or luggage left in Your Vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the Vehicle. These are Your responsibility

21. Specialist Equipment costs. We will, however, arrange for the specialist services if needed, but You will have to pay for any additional costs direct to the contractor
22. Any Costs which are not directly covered by the terms and conditions of this Policy.

Your Right to Cancel

You may cancel Your Cover up to 14 days after receipt of this policy, subject to no claim having been made under this Cover. We will refund Your premium, less a charge for the period You have been insured. If You do not exercise this right to cancel Your Cover, it will remain in force for the term of Your Associated Private Car Policy and You will be required to pay the premium. If You want to cancel after 14 days No

refund will be payable. This cover will be automatically cancelled if Your Associated Private Car Policy with Endsleigh Insurance Services Limited is cancelled. No refund will be given unless the cancellation is within the 14 day cooling off period described in the Cancellation section on page 10 of Your Policy.

Caring for Our Customers

We are committed to providing You with the highest standard of service and customer care. We realise, however, there may be occasions when You feel You did not receive the standard of service You expected. Should You have cause for complaint about any aspect of the service We have provided to You, please contact Us at the relevant address indicated and We will work with You to resolve Your complaint.

We will deal promptly with Your query. Unless We can satisfactorily resolve Your complaint within 24 hours We will send You an acknowledgement within 5 working days, along with a leaflet outlining Our complaints procedures and any rights You may have to refer the matter to the Financial Ombudsman Service. Please quote Your full name, membership or Policy number and where applicable Your Vehicle registration in any communication. If You have used Our Breakdown service and are dissatisfied with any aspect of the service, please bring the complaint to Our attention as soon as You can (if possible, within 28 days of becoming aware of it). This does not affect Your statutory rights to take legal action or exercise any other legal remedy.

Please write to Us at:

Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ.

If You are dissatisfied with any other aspect of RAC's services, please contact Us at:

Membership Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4ZZ.

Data Protection Act – information uses

For the purposes of the Data Protection Act 1998, the data controller in relation to the information You supply is RAC Motoring Services (RACMS), Company No: 1424399, Registered Office: RAC House, Brockhurst Crescent, Bescot, WS5 4QZ.

RACMS will share the information You provide, together with other information, with Our group companies. We (RAC group companies) may use this for administration, customer services and profiling Your purchasing preferences. We may disclose your information to Our service providers and agents for these purposes. We may keep Your information for a reasonable period to contact You about Our services.

It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom We pass your information agrees to treat Your information with the same level of protection as if We were dealing with it.

When you give us information about another person, you confirm that they have authorised You to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

You have the right to ask for a copy of Your information (for which We will charge a small fee) and to correct any inaccuracies.

Sensitive data

By proceeding with this contract You give Us consent to use Your sensitive personal data e.g. health data for Your registration under the Motability Scheme (if appropriate), solely for the purposes for which You submit it.

About Your Insurers

Risk Transfer

We act as agents for the insurer for the collection and refund of premiums and the payment of claims. This means that premiums are treated as being received by the insurer when cleared funds are received by us and that any premium refunds or claims monies are treated as received by you when it is actually paid over to you. There are occasions where such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case.

The Endsleigh Group of Companies ("Endsleigh") Data Protection Act 1998 ("the Act")

It is Endsleigh's policy to take all necessary steps to ensure that personal data held is processed fairly and lawfully in accordance with the Act.

We hold personal data relating to you in connection with insurance products and services you have asked us to provide. Except to the extent we are required or permitted by law, personal data provided to or obtained by us will be used for the purposes of providing you with the products and services you have requested. It may also be shared within the Endsleigh Group of Companies, full details are available on request, as well as carefully selected third parties who have products and services that we think may be of interest to you. We may wish to contact you from time to time by post, telephone, or e-mail about other products or services that may be of interest to you. If at any time you do not wish to receive this information then please write to the Company's Group Data Protection Officer at: Endsleigh Insurance Services Limited, Shurdington Road, Cheltenham, Glos GL51 4UE. Under the Act, as a data subject, you are granted certain rights. If you would like to know what information we hold about you and from where it was obtained you can write to us as above. We may charge you a statutory administration fee to comply with your request.

Fraud Detection and Prevention

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd), and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help Us check information provided and also to prevent fraudulent claims. When We deal with Your request for insurance, We may search these registers. Under the conditions of Your Motor Policy, You must tell Us about any incident (such as an accident or Theft) which may or may not give rise to a claim. When You tell Us about an incident, We will pass information relating to it to the registers.

In order to prevent and detect fraud, We may at any time:

- Share information about You with other organisations including the Police
- Conduct searches about You using publicly available databases
- Undertake credit searches
- Check and/or share Your details with fraud prevention and detection agencies

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement

agencies may access and use this information. We and other organisations may access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt and tracing beneficiaries
- Checking details on proposal and claims for all types of insurance
- Checking details of job applicants and employees

Please contact Us on the number shown on Your policy documentation if You want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Motor Insurance Database – Continuous Insurance Enforcement

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurance Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including:

- I. Electronic Licensing
- II. Continuous Insurance Enforcement
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at www.askmid.com

You can find out more about this from your insurer, or at www.mib.org.uk

You should show this notice to anyone insured to drive Your Car.

Should you have any other queries in connection with data protection then please contact the Group's Data Protection Officer.

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