



MOTOR

Policy wording

Insurance provided by



MOTOR

Policy wording

INTRODUCTION

Thank you for choosing Azur Underwriting Limited and our Private Client Group for your personal insurance.

Private Client Group is dedicated to providing insurance exclusively for individuals requiring the highest standard of care for their properties and possessions. Our knowledge and experience are complemented by our commitment to exceptional service.

Your Private Client Group client service manager will ensure that you experience excellent personal service and, if you need to make a claim, one of the finest claims services available.

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POLICY PROVISIONS

! This policy is not complete without a schedule

Azur Underwriting Limited distributes and administers this policy on behalf of AIG Europe Limited and DAS Legal Expenses Insurance Company Limited.

Azur Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FRN 774401). Azur Underwriting Limited is a company registered in England & Wales (company number 09903413) with a registered office at Marlow House, 1A Lloyd's Avenue, London, EC3N 3AA.

This policy is underwritten by AIG Europe Limited, save for legal expenses insurance cover and European motor breakdown cover, which are underwritten by DAS Legal Expenses Insurance Company Limited.

AIG Europe Limited is authorised by the Prudential Regulation Authority (FRN 202628) and regulated by the Financial Conduct Authority and Prudential Regulation Authority and a member of the Association of British Insurers. AIG Europe Limited is a company registered in England & Wales (company number 01486260) with a registered office at The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN 202106) and Prudential Regulation Authority. DAS Legal Expenses Insurance Company Limited is a company registered in England & Wales (company number 00103274) with a registered office at DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

This information can be checked by visiting the FS Register (<https://register.fca.org.uk/>).

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

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

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

HOW WE USE PERSONAL INFORMATION

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

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

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

- Insurance administration, e.g. communications, claims processing and payment
- Making assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters

POLICY PROVISIONS

- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

AIG and Azur may send **you** marketing communications. To opt-out of any marketing communications that AIG may send **you**, contact AIG by e-mail at: AIGDirect.Queries@aig.com or by writing to: Customer Support Team, The AIG Building, 2-8 Altyre Road, Croydon, Surrey, CR9 2LG. If **you** opt-out AIG may still send **you** other important service and administration communications relating to the services which they provide to **you** from which **you** cannot opt-out. To opt-out of any marketing communications that Azur may send **you**, contact Azur by email at: marketingopt-out@azuruw.com or by writing to Marketing Preference Team, Azur, 4 Christopher Street, London, EC2A 2BS. If **you** opt-out Azur may still send **you** other important service and administration communications relating to the services which **we** provide to **you** from which **you** cannot opt-out.

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

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

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

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

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

More details about **your** rights and how Azur collect, use and disclose **your** Personal Information can be found in **our** full Privacy Policy at: <http://www.azuruw.com/privacy-policy> or **you** may request a copy by writing to: Data Protection Officer, Azur, 4 Christopher Street, London, EC2A 2BS or by email at: DPquery@azuruw.com.

POLICY PROVISIONS

THE MOTOR INSURANCE DATABASE

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

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

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

FRAUD PREVENTION AND DETECTION

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

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

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

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

PART I – DEFINITIONS

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

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

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

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

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

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

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

DAS means DAS Legal Expenses Insurance Company Limited.

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

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

Loss of a limb means:

In the case of a leg or lower limb:

- a. Loss by permanent physical severance above the ankle: or
- b. Permanent, total and irrecoverable loss of use of a complete foot or leg.

In the case of an arm:

- c. Loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand), or
- d. Permanent, total and irrecoverable loss of use of a complete arm or hand.

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

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

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

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

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

PART I – DEFINITIONS

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

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

Permanent total disablement means **your** inability to continue in any occupation for which **you** are fitted by way of training, education or employment which in all probability will continue for the rest of **your** life. If **you** are not in employment for which **you** receive a regular income, the inability to work in any gainful employment which in all probability will continue for the rest of **your** life.

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

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

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

Road rage means **bodily injury** to **you**, a **family member** or **named driver** caused by a violent person while **you** are in a **vehicle**.

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

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

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

Vehicle means:

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

PART II – MAKING A CLAIM

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

If **you** need to notify **us** of a potential claim under any section of **your** policy one of **our** dedicated claim specialists will be able to advise on policy cover and agree with **you** on how best to resolve the situation quickly and to **your** satisfaction. **Our** telephones are manned 24 hours a day, 7 days a week.

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

You will need to provide **your** name and **your** policy number at the time of reporting a potential claim.

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

A. MOTOR VEHICLE CLAIM

To make a claim under any of the sections of this policy please contact **your** insurance broker or agent. Alternatively **you** can contact **us** direct as follows:

Telephone: +44 (0)20 3319 8999

Email: pcgclaims@azurpcg.com

In writing:

Private Client Group Claims

Azur

4 Christopher Street

London

EC2A 2BS

B. WINDSCREEN CLAIM

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

Telephone: +44 (0)20 3319 8999

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

PART II – MAKING A CLAIM

C. MOTOR BREAKDOWN CLAIM

It is important that **you** contact the **DAS** motor assistance centre as soon as possible after the breakdown. **DAS** will not cover any call-out charges and labour costs unless **DAS** has given their agreement.

DAS provides assistance 24 hours a day, 365 days a year.

In the event of a covered breakdown call the **DAS** motor assistance helpline on:

Telephone: 0800 678 3711 if **you** are calling from the UK or;

Telephone: +44 11 7934 0148 if **you** are calling from elsewhere in Europe

Please provide the following information:

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

A motor assistance operator will arrange for one of **DAS**'s approved agents to come to **your** assistance as quickly as possible.

D. LEGAL EXPENSES CLAIM

To make a claim under this section **you** can call **DAS** as soon as possible after **your** accident and speak to one of their dedicated customer claims handlers on:

Telephone +44 (0)800 783 6066

or **you** can report **your** claim to **DAS** in writing at:

DAS Motor Claims Centre
DAS Parc
Unit 4 Greenway
Bedwas House Industrial Estate
Bedwas
Caerphilly CF83 8DW
United Kingdom

PART III – VEHICLE

A. BASIS OF COVER

This policy covers **you** for all risks of physical loss to **your vehicle** occurring anywhere within the **territorial limits** subject to policy terms, conditions and exclusions.

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

B. PAYMENT OF A LOSS

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

1. Excess

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

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

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

2. Total loss

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

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

The **vehicle** shall be deemed to be a total loss when in **our** opinion it is beyond economical repair or is deemed unsafe by **us**.

Following a total loss settlement, any salvage shall become **our** property.

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

No excess applies in the event of a total loss.

3. Guaranteed replacement cover

In the event of a total loss **we** will pay the cost of replacing **your vehicle** with a similar **vehicle** of the same age, make, model, mileage and specification (subject to availability) even if the cost to replace the **vehicle** exceeds the value stated on the schedule if:

- a. **your vehicle** is less than 15 years old;
- b. the schedule states that the **vehicle** is insured on an **agreed value** basis; and
- c. the increase in value has occurred during the current **policy period**.

4. Classic car extended reinstatement cover

In the event of a total loss **we** will pay up to 125% of the **agreed value** shown in **your** policy schedule in order to reinstate **your vehicle** to the same condition immediately prior to the covered loss if:

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

In any event the payment made in excess of the **agreed value** will not exceed £100,000. Payment will only be made upon receipt and acceptance of reinstatement invoices agreed by **us** for **your vehicle**. In no event will **we** provide any cash payments.

PART III – VEHICLE

5. Loss in value cover for classic cars

In the event of a partial loss where **your vehicle** is over 15 years old **we** will pay the cost of reinstating **your vehicle** to its condition immediately before the loss up to the **agreed value** shown in **your** policy schedule. If after the restoration the **market value** of the **vehicle** is less than its **agreed value** immediately before the loss, **we** will also pay the difference up to a maximum of £250,000 or 20% of the **agreed value** for that **vehicle**, whichever is the lesser amount.

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

6. Partial loss

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

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

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

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

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

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

7. New car replacement

We will replace **your vehicle** with a new **vehicle** of the same make, model and specification (subject to availability) if within 36 months of purchase of the **vehicle** as new by **you** or a **family member**:

- a. any repair cost or damage covered by the policy exceeds 60% of the **vehicle's** United Kingdom list price (including VAT) at the time of purchase; or
- b. **your vehicle** is stolen and not recovered within 30 days.

Replacement is subject to:

- a. **your vehicle** being owned by **you** or a **family member** or having been purchased by **you** or a **family member** under a hire purchase agreement;
- b. the agreement of any interested hire purchase company;
- c. **you** or a **family member** being the first registered keeper of the **vehicle**; or are the second registered keeper of the **vehicle**, where the **vehicle** has been pre-registered in the name of the manufacturer or supplying dealer, providing at the time of the purchase by **you** or a **family member**, the mileage was less than 250 miles, and
- d. any salvage of the original **vehicle** becoming **our** property.

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

C. ADDITIONAL COVERS

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

1. Comprehensive driving other cars

Cover is also provided for **you** and **your spouse** to drive any private motor **vehicle** not listed in **your** policy schedule on a fully comprehensive basis provided that:

PART III – VEHICLE

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

2. Newly acquired **private cars**

You and **your spouse** may also drive a newly acquired **private car** not listed in **your** policy schedule on a fully comprehensive basis for up to 5 calendar days after **you** acquire the **private car** provided that:

- a. the **private car** is owned by **you** or **your spouse** or has been purchased by **you** or **your spouse** under a hire purchase agreement and will be registered to **you** or **your spouse**;
- b. **you** request cover for the **private car** from **us** within 5 calendar days of acquiring it and pay **us** the additional premium from the date acquired; and
- c. the value of the **private car** does not exceed £500,000.

We reserve the right not to insure the newly acquired **private car** after the 5th calendar day following acquisition.

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

3. Hire **vehicle** provision

If **your vehicle** cannot be used because of a claim covered by this policy, **we** will cover the cost of the hire of a temporary car of a similar specification for the period of time that **your vehicle** is being repaired or, in the case of theft, until the theft claim is settled. The most **we** will pay is £5,000 in respect of any one **occurrence**.

If **you** choose not to claim for the hire of a temporary car from **us** and **your** excess is £2,500 or less then no excess will apply to the claim covered by this policy.

4. Getting **you** to **your** destination

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

- a. onward transportation expenses up to a maximum of £500 to reach **your** intended final destination;
- b. overnight accommodation and meals for **you**, any **named driver** and the passengers if **you** are more than 50 miles from **your** nearest residence up to £750 in total.

No excess applies to this cover.

5. Glass cover

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

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

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

6. Unlimited lock replacement

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

PART III – VEHICLE

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

7. Replacement child car seats

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

No excess applies to this cover.

8. Loss of licence

If due to ill health **your** licence is revoked by the DVLA **we** will pay up to £5,000 towards the cost of alternative essential transport for a maximum period of 12 months provided that **your** policy cover remains in force throughout that period.

9. Loss of driving ability

If **you** or **your spouse** have **your** driving license suspended by the DVLA due to ill health or are injured and owing to that injury are unable to drive following an accident that results in a valid claim under this policy **we** will pay up to £5,000 for alternative essential transport for a maximum period of 12 months provided that **your** policy cover remains in force throughout that period.

10. Loss of driving confidence

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

11. **Vehicle** tax disc cover

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

12. Permanent entertainment and navigational equipment

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

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

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

13. Personal possessions

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

14. Alloy wheel replacement

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

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

15. Upholstery replacement

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

PART III – VEHICLE

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

16. Disability costs

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

17. Trailer cover

We will pay for loss or damage to **your** trailer up to a maximum of £5,000 whether attached to or unattached from **your vehicle** at the time of loss unless the loss is already covered under any other current insurance policy.

No excess applies to this cover.

18. Personal registration plate cover

If cover for a personal registration plate is shown on **your** policy schedule **we** will cover the following:

If the **vehicle** is stolen and not recovered within 30 days **we** will pay the sum insured shown in **your** policy schedule for the loss of use of the personal registration plate.

When **we** pay for this loss, the personal registration plate, and the right to its use becomes **our** property.

You may re-purchase the personal registration plate from **us** when the DVLA re-issues the plate at the sum insured that was paid by **us**.

19. Carjacking

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

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

20. Road rage

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

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

21. Uninsured drivers

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

PART III – VEHICLE

D. EXCLUSIONS

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

1. Act of war

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

2. Breakdown

We do not cover any loss or damage caused by:

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

3. Competitive racing / track use

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

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

4. Confiscation

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

5. Intentional acts

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

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

6. Loss of value

We do not cover a reduction in the value of a **vehicle** listed in **your** policy schedule following any repairs carried out in accordance with this policy. Unless cover under Part III – Vehicle B. Payment of loss 5. Loss in value cover for classic cars applies.

7. Other **vehicles**

We do not cover **you** for loss or damage arising out of the ownership, maintenance or use of any **vehicle** with less than four wheels.

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

PART III – VEHICLE

8. Nuclear hazard

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

9. Radioactive, chemical or biological contamination

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

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

10. Sonic bangs

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

11. Terrorism

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

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

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

12. Vehicles airside

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

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

13. Vehicle used for a fee

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

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

14. Vehicle related services

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

15. Riot and civil commotion

We do not cover any loss or damage arising out of riot or civil commotion occurring elsewhere other than in Great Britain, the Isle of Man or the Channel Islands.

PART III – VEHICLE

16. Contractual agreements

We do not cover any loss or damage arising out of any liability accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.

17. Criminal or illegal acts

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

18. Driving whilst **intoxicated**

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

PART IV – THIRD PARTY LIABILITY

A. BASIS OF COVER

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

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

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

B. PAYMENT OF A LOSS

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

C. DAMAGES AND DEFENCE COVER

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

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

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

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

D. ADDITIONAL COVERS

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

1. Emergency treatment

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

2. Medical expenses

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

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

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

PART IV – THIRD PARTY LIABILITY

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

3. Rental **vehicle** cover

We cover, as an insured **vehicle**, any motor **vehicle you** or **your spouse**, rent for up to 90 days anywhere in the **territorial limits**. **We** cover **damages you** or **your spouse** are legally obligated to pay to the rental company for **bodily injury** or **property damage** arising from the use or maintenance of the rented motor **vehicle** which takes place anytime during the **policy period** and are caused by an **occurrence** unless stated otherwise or an exclusion applies.

This cover will be in excess over any other insurance policy in force on that **vehicle** that **you** may have.

4. Temporary substitute **vehicle**

If a **vehicle** which is listed in **your** policy schedule is unavailable for normal use because of its repair, servicing, loss or destruction, **we** will cover any motor **vehicle you** do not own, lease or hire while being used as a temporary substitute for that **vehicle**, up to the **market value** of the substitute motor **vehicle**.

We do not cover temporary substitute motor **vehicles** which are being used for any purpose other than replacing a **vehicle** listed in **your** policy schedule whilst it is out of normal use.

This cover will be in excess over any other valid and collectible insurance that **you** may have.

5. Spanish bail bond

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

6. Travelling abroad

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

7. Personal accident cover

We will pay **you** or a **family member** or, in the event of **your** death, **your** estate, £50,000 (£20,000 for the death of a **child**) for **bodily injury** to **you** or a **family member** caused whilst travelling in, getting into or getting out of any private motor **vehicle** or being subject to a **carjacking**, provided that the injury is the sole cause of;

- a. death;
- b. **loss of a limb**;
- c. **loss of sight**; or
- d. **permanent total disablement**.

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

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

E. EXCLUSIONS

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

1. Intentional acts

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

PART IV – THIRD PARTY LIABILITY

2. Non-permissive use

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

3. Owned property

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

4. Other property

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

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

5. Employers' liability

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

6. **Vehicles** used for a fee

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

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

7. Other **vehicles**

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

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

8. Competitive racing / track use

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

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

9. **Vehicle** related services

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

10. Acts of war

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

PART IV – THIRD PARTY LIABILITY

11. Nuclear hazard

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

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

12. Radioactive, chemical or biological contamination

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

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

13. Vehicles airside

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

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

14. Terrorism

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

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

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

15. Pollution

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

16. Contractual agreements

We do not cover any loss or damage arising out of any liability accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.

PART V – EUROPEAN MOTOR BREAKDOWN COVER

DAS Legal Expenses Insurance Company Limited underwrites and administers this section of this policy. 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. Cover is only operative if indicated on **your** policy schedule. DAS Legal Expenses Insurance Company Limited is a company registered in England & Wales (company number 103274) with a registered office of DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

All telephone calls to **DAS** may be monitored and recorded as part of the **DAS** training and quality assurance programmes. The special definitions below apply only to Part V – European Motor Breakdown Cover, and where the same words are defined elsewhere in this policy, these special definitions apply to this section only.

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

Breakdown means either

1. mechanical or electrical failure or
2. accidental damage, or damage caused by vandalism, fire, theft or attempted theft; which stops **your vehicle** moving.

Insured person(s) means **you**, and any passenger or driver who is in the **vehicle** with **your** permission at the time of the **breakdown**.

Vehicle means any motor **vehicle** listed in **your** policy schedule or any other **vehicle you** or **your spouse** are driving at the time of the **breakdown** which does not already have motor **breakdown** cover in force.

The **vehicle**, excluding any caravan or trailer, must not weigh more than 3.5 tonnes gross **vehicle** mass or be over 5.5 metres (18 feet) in length, or over 2.3 metres (7 feet 6 inches) wide. Cover extends to include any caravan or trailer attached to the **vehicle** at the time of the **breakdown**. Any caravan or trailer attached to the **vehicle** must not exceed 7.6 metres (25 feet) in length.

B. BASIS OF COVER

You are covered for the assistance services in this section for a maximum of six **breakdowns** during the **policy period** if **you** have paid **your** premium. **DAS** agrees to provide the assistance services in this section in accordance with the terms, conditions and exclusions in this section as long as the **breakdown** happens during the **policy period** and within the **territorial limits**.

After **DAS** has dealt with **your** sixth **breakdown**, **you** will not have any further coverage under this section of **your** policy. In such circumstances, or if the service **you** require is not provided for under the terms of this section, **DAS** will try to provide the assistance service if **you** wish at **your** expense. The terms of any such assistance are a matter for **you** and the service provider.

C. INSURED INCIDENTS

1. Emergency roadside repairs and **breakdown** at **your** home address

DAS will pay the call-out charge and up to one hour's labour costs for one of **DAS's** approved agents to attend the scene of the **breakdown** and, where possible, carry out emergency repairs.

2. **Vehicle** recovery

If **your vehicle** cannot be repaired within one hour at the scene of the **breakdown**, **DAS** will pay for the cost of transporting **your vehicle** and **insured person(s)** to a single destination, being either:

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

3. Getting **you** to **your** destination

If **your vehicle** cannot be repaired on the same day as the **breakdown**, **DAS** will either:

PART V – EUROPEAN MOTOR BREAKDOWN COVER

- a. pay the cost of transporting **your vehicle** or **insured person(s)**, or both, to a destination(s) within the **territorial limits** provided that the **insured person(s)** are transported to the same destination. **DAS** will not pay more than the value of **your vehicle**; or
- b. arrange and pay the cost of hiring a category A **vehicle** (1.0L or less engine size) to allow the **insured person(s)** to continue their journey to a destination within the **territorial limits**, but the most **DAS** will pay for any one claim is £750 and any replacement **vehicle** provided must remain within the **territorial limits**; or
- c. arrange transport for **insured person(s)** to travel to a hotel. **You** must pay the travel costs and the hotel bill, but **DAS** will pay **you** back on receipt of the relevant bill(s) up to:
 - £50 per person per night in respect of accommodation costs; and
 - a maximum of £300 for transport to the hotel and the cost of hotel accommodation for any one **breakdown**. **You** must send **DAS** all the relevant invoice(s) before **DAS** will reimburse **you**.

At all times **DAS** will decide on the best way of providing help. The most **DAS** will pay for all claims arising from any one **breakdown** is £3,000.

4. Emergency message service

When **you** claim for any of the services detailed at sections C1, 2 and 3 above **DAS** will forward a message to a member of **your** family, friend or work colleague if **you** would like this.

D. EXCLUSIONS

The following exclusions apply to this section of **your** policy.

1. Unauthorised assistance

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

2. Unattended **vehicles**

Please remain near **your vehicle**; **DAS**'s approved agents cannot work on **your vehicle** if it is unattended.

3. Un-roadworthy condition

The **breakdown** of **your vehicle** is excluded if it has knowingly been driven in an unsafe or un-roadworthy condition.

4. Lack of oil, fuel or water

The **breakdown** of **your vehicle** is excluded if it has resulted from lack of oil, fuel or water.

5. Competitive racing / track use / used for a fee

The **breakdown** of **your vehicle** is excluded if it occurs while **your vehicle** is being used for motor racing, trials or rallying, or for hire or reward.

6. Additional costs

There is no cover under this section for the following costs:

- a. storage charges incurred when **you** are using the **DAS** services; or
- b. spare or replacement parts, fluids or fuel or any other materials used in repairing **your vehicle**; or
- c. any other repairs except those at the scene of the **breakdown**; or
- d. replacing a wheel if **your vehicle** does not have a serviceable spare wheel; or
- e. replacing broken windows or keys or finding missing keys; or
- f. ferry crossings, parking charges, fines or toll charges.

PART V – EUROPEAN MOTOR BREAKDOWN COVER

7. Failure to comply with instructions

DAS does not cover any charges arising from an **insured person's** failure to comply with **DAS's** instructions or the **DAS** approved agents' instructions in respect of the assistance being provided.

8. Losses prior to **breakdown**

DAS does not cover any costs incurred before **you** have notified **DAS** of the **breakdown**.

9. Non-standard **vehicles**

DAS does not cover any **vehicle** which cannot be recovered by a standard trailer or transporter.

10. Caravans and trailers

DAS does not cover the recovery of a caravan or trailer on tow which exceeds 7.6 metres (25 feet) in length.

11. Nuclear or radioactive contamination

DAS does not cover **breakdowns** caused by, contributed to by or arising from:

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

12. Acts of war

DAS does not cover **breakdowns** caused by, contributed to by or arising from war, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup or any other act of **terrorism** or alleged act of **terrorism** as defined in the Terrorism Act 2000.

13. Sonic bangs

DAS does not cover **breakdowns** caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

14. Consequential loss

DAS will not pay for any loss that is not directly covered by the terms and conditions of this section.

For example, **DAS** will not pay for **your** travel costs for collecting **your vehicle** from a repairer, loss of income from taking time off work because of a **breakdown**, or loss from cancelled or missed appointments.

E. CONDITIONS

The following conditions apply to this section of the policy in addition to those listed under Part VII – General Conditions.

1. **Your** compliance

An **insured person** must comply with the terms and conditions of this section

2. Roadworthy condition

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

3. Limit of coverage

You will not have any further coverage under this section after **DAS** has dealt with **your** sixth claim under this section in the **policy period**. **DAS** will not refund any premium **you** have paid.

4. **Vehicle** attendance

An **insured person** must be present with the **vehicle** when **DAS's** approved agent arrives.

PART V – EUROPEAN MOTOR BREAKDOWN COVER

5. Failure to provide service

DAS will make every effort to provide the services provided for under this section at all times, but **DAS** will not be responsible for any liability arising from failure of the service to the extent of the failure or delay is caused by, directly or indirectly, by an **occurrence** beyond the control and without the fault or negligence of **DAS** and which **DAS** is unable to prevent or provide against by the exercise of reasonable diligence, including but not exclusively: act of God, expropriation or confiscation of facilities, any form of Governmental intervention, war, hostilities, rebellion, terrorist activity, local or national emergency (including an emergency service to a hospital), sabotage or riots, and floods, fires, explosions or other catastrophes.

6. Animal welfare

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

7. Other insurance

DAS will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.

8. English law

This section will be governed by English law.

9. Fraudulent claims

DAS will, at its discretion, void this section (make it invalid) from the date of claim, or alleged claim, or **DAS** will not pay the claim if:

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

Where the above circumstances apply, as part of **DAS** fraud prevention measures **DAS** will, at its discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

DATA PROTECTION

To comply with data protection regulations **we** are committed to processing the **insured person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including the **insured person's** name, address, date of birth, email address and, on occasion, dependent on the type of cover the **insured person** has, sensitive information such as medical records. This is for the purpose of managing the **insured person's** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain the **insured person's** personal information either directly from them, the **appointed representative** or from the authorised partner who sold them the policy.

WHO WE ARE

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of the **insured person's** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

PART V – EUROPEAN MOTOR BREAKDOWN COVER

HOW WE WILL USE YOUR INFORMATION

We may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the **insured person** to ask for their feedback, or members of the DAS UK Group. If the **insured person's** policy includes legal advice **we** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the **insured person** has, their information may also be sent outside the EEA if they require a hire car so the service provider can administer this aspect of their claim.

We will take all steps reasonably necessary to ensure that the **insured person's** data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the **insured person's** personal data to any other person or organisation unless **we** are required to by our legal and regulatory obligations. For example, **we** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via our website.

WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for us to use the **insured person's** personal information to perform **our** obligations in accordance with any contract that **we** may have with the **insured person**. It is also in **our** legitimate interest to use the **insured person's** personal information for the provision of services in relation to any contract that **we** may have with **you**.

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

We will retain the **insured person's** personal data for 7 years. **We** will only retain and use their personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** wish to cancel **your** policy or request that **we** no longer use the **insured person's** personal data, please contact **us** at dataprotection@das.co.uk.

WHAT ARE YOUR RIGHTS?

The **insured person** has the following rights in relation to the handling of their personal data:

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

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

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

Or via email: dataprotection@das.co.uk

PART V – EUROPEAN MOTOR BREAKDOWN COVER

HOW TO MAKE A COMPLAINT?

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

If the **insured person** remains dissatisfied then **they** have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:

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

www.ico.org.uk

PART VI – LEGAL EXPENSES

DAS Legal Expenses Insurance Company Limited (**DAS**) underwrites and administers the legal protection insurance under this section of **your** policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**. The handling of **your** claim, via the **motor claims centre** is provided by DAS Law Limited on behalf of **DAS**.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. **DAS** Legal Expenses Insurance Company Limited is registered in England and Wales, number 103274. Website: www.das.co.uk

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

DAS will not be able to help **you** unless there are **reasonable prospects** of recovering **your uninsured losses**.

Please do not ask for help from a lawyer or hire a **vehicle** before **DAS** has agreed. If **you** do, **DAS** will not pay the costs involved.

If **you** are involved in a motor accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident.

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

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

Appointed representative means the **preferred law firm**, law firm or other suitably qualified person **DAS** will appoint to act for an **insured person** under this section.

Costs and expenses means

- a. all reasonable and necessary costs charged by the **appointed representative** and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**; and
- b. the costs incurred by opponents in civil cases if an **insured person** has to pay them, or pays them with the agreement of **DAS**.

Communications and registration costs means the cost of telephone calls, faxes or postage incurred by **you** to communicate with the police, driver and **vehicle** licensing agency, transport agency, credit agencies, financial service providers or creditors; and the cost of replacing documents, re-registering **your vehicle** with the DVLA and purchasing a new number plate for **your vehicle**.

Countries covered means:

- a. for uninsured loss recovery – any member country of the European Union, Switzerland and Norway;
- b. for **vehicle hire costs** – England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey;
- c. for **Identity and Registration Theft** – United Kingdom of Great Britain, Northern Ireland, the Isle of Man and Channel Islands.

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

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

PART VI – LEGAL EXPENSES

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

Insured vehicle means any motor **vehicle** listed in **your** schedule. It also includes any caravan or trailer attached to the **vehicle**.

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

Preferred law firm means a law firm or barristers' chambers that **DAS** 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 the **DAS** agreed service standard levels which **DAS** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable prospects means that for civil cases 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%. **DAS**, or a **preferred law firm** acting on behalf of **DAS**, will assess whether there are **reasonable prospects**.

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

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

B. INSURED INCIDENTS

DAS agrees to provide the insurance in this section, in accordance with the terms, conditions exclusions and limitations set out in this section as long as:

- a. the **insured incident** happens during the **policy period** and within the **countries covered**; and
- b. any legal proceedings will be dealt with by a court or other body which **DAS** agrees to within the **countries covered**; and
- c. **reasonable prospects** exist for the duration of the claim; and
- d. the most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £150,000.

1. Motor uninsured loss recovery

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

Where the driver at fault cannot be traced or does not have valid motor insurance, **DAS** will assist **you** in making a claim to the Motor Insurers' Bureau.

Unless **DAS** handle the claim internally, **DAS** will pay an **appointed representative**, on behalf of an **insured person**, **costs and expenses** incurred to recover **uninsured losses** after an event which:

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

Provided that:

- i. The most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm**. The amount **DAS** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.

PART VI – LEGAL EXPENSES

ii. In respect of an appeal or the defence of an appeal, the **insured person** must tell **DAS** within the time limits allowed, that he or she wants to appeal. Before **DAS** pays any **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist

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 **DAS** will pay in **costs and expenses** is the value of the likely award

2. Motor prosecution defence cover

DAS will pay **costs and expenses** incurred to defend an **insured person's** legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the **insured vehicle**, which the **insured person** has notified **DAS** 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.

Provided that:

- i. The most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm**. The amount **DAS** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. The amount may vary from time to time.
- ii. In respect of an appeal or the defence of an appeal, the **insured person** must tell **DAS** within the time limits allowed, that he or she wants to appeal. Before **DAS** pays any **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist and **DAS** must have defended the original motoring prosecution.

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

DAS will not pay

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

3. Replacement **vehicle** hire

DAS will make the arrangements for **vehicle** hire for **you** within the **countries covered** and **DAS** will pay **your vehicle hire costs** following an accident involving the **insured vehicle** and another **vehicle**, as long as:

- a. The **insured vehicle** cannot be driven, and
- b. The accident was entirely the other person's fault.

Provided that:

- i. **You** agree to **DAS** trying to recover any **vehicle hire costs** in **your** name, and any costs recovered must be paid to **DAS**.
- ii. **DAS** will choose the **vehicle** hire company and the type of **vehicle** to be hired.
- iii. **DAS** will decide how long a **vehicle** can be hired for.
- iv. **You** must tell **DAS** as soon as the **insured vehicle** becomes available for **you** to drive again.
- v. **You** must meet the age and licensing rules of the **vehicle** hire company **DAS** choose and must follow any terms and conditions of hire.

DAS will not pay

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

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

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

PART VI – LEGAL EXPENSES

4. Identity and registration theft

- a. **DAS** will provide an **identity and registration theft** telephone helpline service giving **you** detailed guidance and advice over the phone for any concerns about being or becoming a victim of **identity and registration theft** or about the illegal use of **your vehicle's** registration mark. For help, telephone 0344 848 7071. The helpline is open 8am-8pm, 7 days a week. Whilst cover for **identity and registration theft** is only available as specified in the **countries covered**, if **your** identity is used or stolen while abroad **you** may still be able to access the advice available from the **identity and registration theft** helpline service although **DAS** cannot guarantee this service will be available.
- b. If **you** think **you** have been a victim of **identity and registration theft** **you** should call the telephone helpline service described at point (a) above. **DAS** will assign a personal caseworker who will provide telephone advice and a personal action plan to help restore **your** identity and credit status or stop fraudulent use of **your vehicle's** registration mark.
- c. Following use of the resolution service described at point (b) above, **DAS** will pay **costs and expenses** that become necessary to reinstate **your** identity. This includes the cost of signing statutory declarations or similar documents. **DAS** will represent **your** legal rights in a dispute with any party who takes legal action against **you** arising from or relating to **identity and registration theft**.
- d. **DAS** will pay **communications and registration costs**. Should **you** suffer loan rejection due to damage to **your** credit rating resulting from **identity and registration theft**, **DAS** will pay any re-application or administration fee relating to the loan rejection.

Provided that:

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

C. ADDITIONAL SERVICES

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

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

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

1. Eurolaw personal legal and tax advice service

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

To obtain assistance please telephone 0800 7836066.

2. Counselling

DAS will provide an **insured person** with a confidential counselling service over the telephone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward referral to relevant voluntary or professional services. The **insured person** will pay any costs for using the services to which they are referred. To contact the counselling helpline, telephone **DAS** on 0344 893 9012.

DAS will not accept responsibility if the helpline services are unavailable for reasons that **DAS** cannot control.

PART VI – LEGAL EXPENSES

D. EXCLUSIONS

The following **exclusions** apply to this section of **your** policy.

1. Rights and interests

Apart from **DAS**, **you** are the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it.

This means that the Contract (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

2. Business activities

DAS will not cover any losses arising from **your** business activities.

3. Late reporting of a claim

DAS will not cover a claim where the **insured person** has failed to notify **DAS** of the **insured incident** within a reasonable time of **you** becoming aware of it and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.

4. Unauthorised costs

DAS will not cover any **costs and expenses** or **vehicle hire costs** that are incurred before acceptance of the claim by **DAS**. If **DAS** agree to pay **vehicle hire costs** but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, **DAS** will not pay any further **vehicle hire costs**. However, **DAS** will not seek to recover any costs from **you** that **DAS** has already paid provided the accident details **you** have supplied are to the best of **your** knowledge true and complete.

5. Vehicle contract

DAS will not cover any claim relating to a contract involving the **insured vehicle**.

6. Dispute

DAS will not cover any disagreement with **DAS** or Azur Underwriting Limited that does not come within Condition 7 below.

7. Unauthorised legal action

DAS will not cover any legal action an **insured person** takes which **DAS** or the **appointed representative** has not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.

8. Court awards and fines

DAS will not pay fines, penalties, compensation or **damages** that a court or other authority orders an **insured person** to pay.

9. Judicial review

DAS will not pay **costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

10. Litigant in person

DAS will not cover any claim where an **insured person** is not represented by a law firm or barrister.

11. Radioactive contamination

DAS will not cover a claim caused by, contributed to by or arising from:

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

PART VI – LEGAL EXPENSES

12. Acts of war

DAS will not cover a claim caused by, contributed to by or arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of **terrorism** or alleged act of **terrorism** as defined in the Terrorism Act 2000.

13. Sonic bangs

DAS will not cover a claim caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

14. Uninsured drivers

DAS will not cover a claim caused by the **insured vehicle** being used by anyone, with **your** permission, who does not have valid motor insurance.

E. CONDITIONS

The following conditions apply to this section of the policy in addition to the General Conditions listed in PART VII.

1. Compliance with the policy terms

An **insured person** must:

- a. comply with the terms and conditions of this section;
- b. take reasonable steps to avoid and prevent claims;
- c. take reasonable steps to avoid incurring unnecessary costs;
- d. send everything **DAS** asks for, in writing;
- e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** needs.

2. An **insured person's** legal representation

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

3. An **insured person's** responsibilities

- a. An **insured person** must co-operate fully with **DAS** and with the **appointed representative**.
- b. An **insured person** must pass on to the **appointed representative** any instructions on behalf of **DAS**.

4. Offers to settle a claim

- a. An **insured person** must tell **DAS** if anyone offers to settle a claim.
- b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.

PART VI – LEGAL EXPENSES

- c. An **insured person** must not negotiate or agree to settle a claim without written consent from **DAS**.
- d. **DAS** may decide to pay an **insured person** the reasonable value of their claim, instead of starting or continuing legal proceedings. In these circumstances, the **insured person** must allow **DAS** to take over and pursue or settle any claim in their name. The **insured person** must also allow **DAS** to pursue at its own expense and for its own benefit, any claim for compensation against any other person and the **insured person** must give **DAS** all the information and help it needs to do so.

5. Assessing and recovering costs

- a. If **DAS** requests, an **insured person** must tell the **appointed representative** to have legal **costs and expenses** taxed, assessed or audited.
- b. An **insured person** must take every step to recover **costs and expenses** that **DAS** has to pay and must pay **DAS** any legal costs that are recovered.

6. Cancelling an **appointed representative's** appointment

If an **appointed representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agrees to appoint another **appointed representative**.

7. Withdrawing cover

If an **insured person** settles or withdraws a claim without **DAS's** agreement, or fails to pass on the instructions from **DAS** to an **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses** **DAS** have paid.

8. Arbitration

If there is a disagreement between the **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.

This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available.

The arbitrator will be a barrister, solicitor or other suitably qualified person 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.

The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the **insured person** and **us** or may be paid by either the **insured person** or **us**.

9. Expert opinion

DAS may require the **insured person** to obtain, at their own expense, an opinion from an expert that **DAS** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between **you** and **DAS**. Subject to this, **DAS** 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 **DAS** have agreed to) or make a successful defence.

10. Fraudulent claims

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

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

PART VI – LEGAL EXPENSES

11. Other insurance

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

12. Applicable law

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.

F. DATA PROTECTION

To comply with data protection regulations **we** are committed to processing the **insured person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including the **insured person's** name, address, date of birth, email address and, on occasion, dependent on the type of cover the **insured person** has, sensitive information such as medical records. This is for the purpose of managing the **insured person's** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain the **insured person's** personal information either directly from them, the **appointed representative** or from the authorised partner who sold them the policy.

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We may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the **insured person** to ask for their feedback, or members of the DAS UK Group. If the **insured person's** policy includes legal advice **we** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the **insured person** has, their information may also be sent outside the EEA if they require a hire car so the service provider can administer this aspect of their claim.

We will take all steps reasonably necessary to ensure that the **insured person's** data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the **insured person's** personal data to any other person or organisation unless **we** are required to by our legal and regulatory obligations. For example, **we** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via our website.

WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for us to use the **insured person's** personal information to perform **our** obligations in accordance with any contract that **we** may have with the **insured person**. It is also in **our** legitimate interest to use the **insured person's** personal information for the provision of services in relation to any contract that **we** may have with **you**.

PART VI – LEGAL EXPENSES

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

We will retain the **insured person's** personal data for 7 years. We will only retain and use their personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** wish to cancel **your** policy or request that **we** no longer use the **insured person's** personal data, please contact **us** at dataprotection@das.co.uk.

WHAT ARE YOUR RIGHTS?

The **insured person** has the following rights in relation to the handling of their personal data:

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

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

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

Or via email: dataprotection@das.co.uk

HOW TO MAKE A COMPLAINT?

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

If the **insured person** remains dissatisfied then **they** have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:

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

www.ico.org.uk

PART VII – GENERAL CONDITIONS

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

1. **Your** duties after an **occurrence**

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

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

2. Driver responsibilities

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

3. Care of **your vehicle**

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

4. Losses not covered by this policy

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

PART VII – GENERAL CONDITIONS

5. Recovery from third parties

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

6. Rights of third parties

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

7. Changes in circumstances

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

You must advise **us** or **your** insurance advisor immediately should **you** require cover for a newly acquired **vehicle**. **You** must also advise **us** or **your** insurance advisor of the deletion of any **vehicle**. If **you** are notifying **us** direct please do so at the address shown on the last page of this policy.

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

8. Concealment or fraud

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

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

relating to this insurance.

Fraudulent claims

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

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

9. Assignment

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

10. Conformity to statutes

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

11. Sanctions

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

PART VII – GENERAL CONDITIONS

12. Liberalisation

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

13. Law

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

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

14. Bankruptcy or death

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

15. Other insurance

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

16. Renewal

Please note that **your** policy will be automatically renewed at the end of the **policy period**, as per the terms contained in the annual renewal notice, unless **we** hear otherwise. **We** reserve the right not to renew **your** policy if **you** have made **us** aware or **we** otherwise become aware of any changes to **your** circumstances and/or information **you** have provided previously, or any new statement of fact, which may affect **our** acceptance of **your** policy.

If **you** usually pay **your** premium to **your** broker, please continue to do so, or if **you** currently pay **your** premium by monthly direct debit, **we** will automatically amend **your** monthly payments to reflect the new renewal premium.

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

We will write to **you** in advance of **your** renewal date with **our** offer to renew, or to give **you** plenty of time to make other arrangements if **we** are unable to renew **your** insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next **policy period** which, unless **you** have advised **us** otherwise, will automatically proceed if **you** continue to pay **your** premium. Where **we** have agreed to collect this premium automatically **we** will continue to do so unless **you** tell **us** differently. If **you** do not wish to renew **your** insurance please let **us** know before the renewal date of **your** policy.

17. Currency

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

18. **Your** cancellation

When **we** receive **your** certificate of motor insurance or a declaration verifying **you** have lost the certificate of insurance **you** may cancel this policy or any part of it at any time by notifying **us** in writing of the future date that the cancellation is to take effect. If **you** have not made a claim during the **policy period**, **we** will refund a proportion of any premium **you** have paid for the remaining **policy period**.

PART VII – GENERAL CONDITIONS

19. **Our** cancellation

We may cancel **your** policy by giving **you** 14 days written notice of such cancellation where **we** have serious grounds for doing so, including any failure by **you** to pay the premium (or any instalment of premium) or to comply with the Part VII – General Conditions under **your** policy which cannot be remedied. This notice will be posted to **you** at the last mailing address shown on the policy schedule. **We** will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused, providing no claims have been made. If a claim has been made, or there has been an incident which may give rise to a claim, no refund of premium will be given and all premiums will be due.

If **you** fail to comply with the Part VII – General Conditions **our** liability under the policy will be suspended from the date and time at which the breach occurred and up until the date and time at which the breach is remedied, if it can be remedied, with the result that **we** will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period of suspension.

20. Payment of premium

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

21. Cooling-off period

If this cover does not meet **your** requirements, **you** may return this policy and schedule to **us** together with **your** certificate of motor insurance at Private Client Group, Azur, 4 Christopher Street, London, EC2A 2BS within 15 days of the cover starting or the day on which **you** receive the policy and schedule, whichever is later, notifying **us** of **your** intention to cancel.

We will refund all premiums paid, via **your** issuing broker/agent, within 30 days from the date **we** received the notice of cancellation from **you**, except where a claim has been made by **you** within the 15 days. Please contact **your** issuing broker/agent where a refund is due. If the premium is paid by direct debit, in the event of cancellation, **you** must ensure the relevant bank or building society is instructed to stop making payments.

PART VIII – COMPLAINTS AND COMPENSATION

At Azur **we** welcome **your** feedback as it helps **us** provide a better service for **you**. If **you** have any comments or want to make a formal complaint, please visit **our** website at one of the links below, complete the form and send the email. Alternatively phone **us** or write to **us** using the appropriate contact details below:

CLAIMS RELATED COMPLAINTS

Claims Manager
Private Client Group
Azur
4 Christopher Street
London
EC2A 2BS

Telephone: +44 (0)20 3319 8999
Email: complaints@azuruw.com
Online: www.azuruw.com/contact-us/complaints

ALL OTHER COMPLAINTS

Customer Relations
Private Client Group
Azur
4 Christopher Street
London
EC2A 2BS

Telephone: +44 (0)20 3319 8907
Email: complaints@azuruw.com
Online: www.azuruw.com/contact-us/complaints

Lines are open Monday to Friday from 9.15am to 5pm, excluding bank holidays.

We will acknowledge complaints within 3 business days of receiving it, keep **you** informed of progress and do **our** best to resolve matters to **your** satisfaction within 8 weeks. If **we** are unable to do this **you** may be entitled to refer the complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this when **we** provide **our** final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if **you** have not provided **us** with the opportunity to resolve it.

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

The Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol BS1 6NH
United Kingdom

Call: +44 (0)344 893 9013
Email: customerrelations@das.co.uk

Details of **DAS's** internal complaint handling procedures are available on request.

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service.

You can contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton WV1 9WJ. **You** can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

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

The Financial Ombudsman Service can be contacted at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Call: 0800 023 4567 or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk
Online: www.financial-ombudsman.org.uk

PART VIII – COMPLAINTS AND COMPENSATION

If **you** wish to complain about an insurance policy purchased online **you** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>

Following this complaint procedure does not affect **your** right to take legal action.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Your insurance is covered by the FSCS. If **our** insurers are unable to meet their financial obligations **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.register.fca.org.uk and on 020 7741 4100, or 0800 678 1100.

For more information,
please contact us at:

Azur Underwriting Limited
4 Christopher Street
London
EC2A 2BS

Telephone:
+44 (0)20 3319 8888

www.azuruw.com

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