

farmcare motor policy



private cars

commercial vehicles

agricultural vehicles

your policy wording

# Contents

<a href="#">Contents</a>	<a href="#">1</a>
<a href="#">Introduction</a>	<a href="#">2</a>
<a href="#">Law Applicable to This Policy</a>	<a href="#">3</a>
<a href="#">Policy Cover Index</a>	<a href="#">4</a>
<a href="#">Definitions</a>	<a href="#">5</a>
<a href="#">Section 1 – Loss or Damage</a>	<a href="#">8</a>
<a href="#">Section 2 – New Vehicle Replacement</a>	<a href="#">10</a>
<a href="#">Section 3 – Glass</a>	<a href="#">11</a>
<a href="#">Section 4 – Liability to Third Parties</a>	<a href="#">12</a>
<a href="#">Section 5 –Additional Covers</a>	<a href="#">15</a>
<a href="#">Section 6 – No Claims Discount</a>	<a href="#">17</a>
<a href="#">Section 7 – Cover in Europe</a>	<a href="#">18</a>
<a href="#">Section 8 – Trailers</a>	<a href="#">20</a>
<a href="#">Section 9 – Miscellaneous</a>	<a href="#">22</a>
<a href="#">Section 10 – Uninsured Loss Recovery</a>	<a href="#">24</a>
<a href="#">Section 11 – Motor Assistance Gold (Breakdown)</a>	<a href="#">30</a>
<a href="#">General Exclusions</a>	<a href="#">39</a>
<a href="#">General Conditions</a>	<a href="#">40</a>
<a href="#">Complaints Procedure</a>	<a href="#">44</a>
<a href="#">How We Use Your Information</a>	<a href="#">45</a>
<a href="#">Changes to Your Policy</a>	<a href="#">47</a>
<a href="#">Guidance When Making a Claim</a>	<a href="#">48</a>

# Introduction

## **BIB Underwriters Limited Farmcare Motor Policy**

**Our** product is in a plain English format to reflect the wishes of **our** clients and intermediaries which embraces the following

**Private Car**  
**Commercial Vehicle**  
**Agricultural Vehicle**

Sections 1- 9 of the motor **policy** is underwritten by

### **AXA Insurance UK plc**

Registered in England and Wales  
No 78950.

Registered Office: 5 Old Broad Street,  
London EC2N 1AD.

A member of the AXA Group of companies.  
AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Cover under section Section 10 of the motor **policy** is provided by

### **Lawclub Legal Protection**

Lawclub Legal Protection is a trading name Of Allianz Insurance plc registered in England No 84638 at 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Allianz Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Register No. 121849.

Cover under section Section 11 of the motor **policy** is provided by

**DAS Legal Expenses Insurance Company Limited |**  
DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | Company Number 103274 | Website: [www.das.co.uk](http://www.das.co.uk)

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.

### **Administered by BIB Underwriters Limited**

BIB Underwriters Limited are authorised and regulated by the Financial Conduct Authority (FCA) FCA Number: 309398  
Company registered in England and Wales  
Company Number: 2321506

# Law Applicable to This Policy

This is **your** Farmcare Motor Policy arranged by BIB Underwriters Limited and underwritten by AXA Insurance UK plc.

**Your policy** is a contract between **us**, the insurers, and **you**.

In return for **you** having paid or agreed to pay the premium, **we** will indemnify **you** by payment or, at **our** option, by reinstatement or repair, in respect of loss, destruction, **damage**, accident or injury occurring or other insured contingencies arising during the **period of insurance**, subject to the terms conditions and exceptions contained in the **policy**.

## Important

This **policy** is a legal contract between **you** and **us** and designed to be as easy to understand as possible. **You** must make a fair presentation of the risk to **us** at inception, renewal and variation of the **policy**.

**Your statement of fact**, the schedule, **your policy** and any **endorsements** shall be considered as one legal document. It is important that **you** read all **your** documents carefully and let **your** insurance broker or adviser know immediately if the insurance does not meet **your** requirements or if any information is inaccurate or incomplete. If any changes are required, this may result in changes to the terms and conditions of the **policy** or a refusal to provide cover.

**We** are keen to work in partnership with **you** and avoid any misunderstandings.

## Your Obligations Under the Policy

The **policy** imposes certain obligations upon **you** which if not complied with may invalidate this insurance or a claim.

Some of these obligations are expressed to be Policy Condition or Conditions Precedent. These are extremely important. If **you** are in breach of

any of these obligations at the time of a loss, **we** will have no obligation to indemnify **you** in

relation to any claim for that loss. However if a Policy Condition or Conditions Precedent is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, **we** will not rely on the breach of that Policy Condition or Conditions Precedent to exclude, limit or discharge **our** liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## Steps to Be Taken If You Cannot Comply

If **you** are unable to comply with any Policy Condition or Conditions Precedent **you** should contact **us** as soon as reasonably possible through **your** insurance adviser. **We** will decide whether **we** might be prepared to agree a variation in the **policy**.

ALL POLICY CONDITION OR CONDITIONS PRECEDENT REMAIN EFFECTIVE UNLESS **YOU** RECEIVE WRITTEN CONFIRMATION OF A VARIATION FROM **US** THROUGH **YOUR** INSURANCE BROKER OR ADVISER.

**You** should keep a written record (including copies of letters) of any information **you** give **us** or **your** insurance adviser, at inception, renewal or making variation to this **policy**.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise in writing **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** are based or if **you** are based in the Channel Islands or the Isle of Man the law of whichever of those two places in which **you** are based.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** are based or if **you** are based in either the Channel Islands or the Isle of Man

# Policy Cover Index

## Cover Applicable

Cover	Sections Operative
<b>A</b> Comprehensive	Sections 1 to 10
<b>B</b> Third Party Fire & Theft	Sections 1, 2, 5, 8, 9 and 10 only in respect of loss or <b>damage</b> caused directly by <b>fire</b> or <b>theft</b> & Sections 4, 6, 7, 9 and 10
<b>C</b> Third Party Only	Sections 4, 6, 7, 8, 9 and 10

## Permitted Use

We will cover **your vehicle** while it is used for its permitted use.

The permitted use is defined in **your certificate of motor insurance**.

If a **certificate of motor insurance** has not been issued then the use will be described by **endorsement** on **your policy**.

# Definitions

## Meaning of defined terms

Wherever the following words or phrases occur in bold, they will have the same meaning as described below. There are additional defined terms under the Uninsured loss recovery section and the Breakdown section.

## Agricultural vehicle

Any type of tractor, combine harvester, all terrain vehicle (three or four wheel) or self-propelled vehicle used for the business of farming, forestry or agricultural contracting which appears in the **policy schedule** and any **special type**.

## Ancillary equipment

Accessories, spare parts including spare tyre, fixtures and fittings or supplementary parts of **your vehicle** not directly related to its function. These include navigation systems, radios and other entertainment and communication equipment forming an integral part of the vehicle and also portable telephones and navigation systems whilst connected to a power source in the vehicle.

## Approved repairer (Glass)

Any third party service provider with whom **we** have an agreement.

## Certificate of motor insurance

A document **you** must have as proof that **you** have the motor insurance necessary to comply with the requirement of current road traffic legislation. It shows

- 1 the same number as the **policy**
- 2 who can drive **your vehicle**
- 3 what purposes **your vehicle** can be used for
- 4 what purposes **your vehicle** cannot be used for

Wherever the expression Certificate of motor insurance is used in this contract, it means the certificate which, from time to time, is that in force, and not one which **we** have withdrawn or which has ceased to be valid.

## Condition precedent

Any term expressed Condition precedent is extremely important.

If **you** are in a breach of any of these obligations at the time of a loss, **we** will have no obligation to indemnify **you** in relation to any claim for that loss. However if a condition precedent is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time **we** will not rely on the breach of that condition precedent to exclude, limit or discharge **our** liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## Commercial vehicle

Any type of motor vehicle manufactured and used for the carriage of goods but excludes those defined as an **agricultural vehicle**.

## Damage

Caused by accidental means or malicious acts.

## Dangerous goods

Any goods or substances of a nature or quantity that require carriage in accordance with any legislation and related regulations governing the carriage of dangerous goods by road including provisions relating to classification packaging and labelling.

## Endorsement(s)

Additional or alternative wordings which change the terms of **your policy**. Those endorsements which apply are shown in **your policy schedule**.

## Excess

The first amount of any claim **you** will have to pay if **your vehicle** is lost, stolen or damaged.

## Fire

**Fire**, self-ignition, lighting and explosion.

## Definitions *continued*

### Foreign object

A stone, piece of timber, metal, or similar object, not forming part of **your vehicle**.

### Green card

A document required in certain non-EU Countries to provide proof that **you** have the minimum insurance cover required by Law to drive in that country.

### GVW (Gross vehicle weight)

The maximum carrying capacity of a **commercial vehicle**, added to the unladen weight often defined as the plated weight of the vehicle.

In respect of articulated vehicles the gross train weight.

### Hazardous location

- 1 Power Stations
- 2 Nuclear Installations or establishments
- 3 Refineries, bulk storage, or production premises in the Oil, Gas or Chemical Industries
- 4 Bulk Storage or production premises in the Explosive, Ammunition or Pyrotechnic Industries.
- 5 Ministry of Defence premises
- 6 Military Bases

### Market value

The pre accident value of **your vehicle** taking into account similar age, type, make, model and condition.

### No claims discount

An annual accruing discount dependent upon claims made in the **period of insurance**.

### Novice driver

A driver who hold a provisional licence or has passed their driving test within the last 12 months.

### Owner

The party with the financial interest in the subject matter of the contract.

### Period of insurance

The period of time covered by this **policy** as shown in the **policy schedule** and any further period for which **we** agree to insure **you**.

### Policy

The documents consisting of this policy booklet, **statement of fact, policy schedule, certificate of motor insurance** and any **endorsements**.

### Policy schedule

The document which describes details of **you, your vehicle** and the insurance protection provided to **you**.

### Pollution

All pollution or contamination of buildings or other structures or of water or land or the atmosphere arising from actual alleged or threatened release discharge escape or dispersal of any solid liquid gaseous or thermal irritant or contaminant including smoke vapour soot fumes acids alkalis chemical or waste (including materials to be recycled reconditioned or reclaimed).

### Principal

Any person who employs **you** to act in his place and on his behalf.

### Private car

A motor vehicle designed to carry passengers, excluding those designed to carry more than 9 passengers (including the driver) or used for hire or reward.

### Special type

Any type of motor vehicle constructed to operate primarily as a tool and not designed for the carriage of goods or passengers.

### Spouse

**Your** husband or wife.

## Definitions *continued*

### Statement of fact

The document which details the information provided by **you** as being relevant to the cover which **you** have requested and assumptions **we** have made about **your** circumstances relevant to the cover. If these are incorrect **you** must inform **us**.

### The insured/you/your/policyholder

The person or persons or **company** named as the insured/**policyholder** in **your policy**.

### The insurer/company/us/we/our

AXA Insurance UK plc.

### Theft

Theft or attempted theft, including unlawful removal.

### Trailer(s)

Any trailer or agricultural or forestry implement which is properly constructed to be

- 1 towed by a motor vehicle
- 2 transported on the front or rear three point linkage of a motor vehicle

### Excluding

- 1 Caravans &/or trailer tents,
- 2 passenger carrying trailers
- 3 Fuel bowsers not used for the carriage of diesel
- 4 Diesel fuel bowsers valued at more than £7,500 and/or
- 5 Diesel fuel bowsers with a carrying capacity of more than 3000L

unless specified on the **Policy Schedule**

### Territorial limits

- 1 Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- 2 Any country which is a member of the European Union
- 3 Croatia, Iceland, Norway, Switzerland and Liechtenstein
- 4 Any other Country which agrees to meet European Union Directives on motor Insurance and which the Commission of the European Union Communities is satisfied has made arrangements to meet the requirements of the directives.

### Terrorism

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

### Your vehicle

Any vehicle described in the **policy schedule** or any other vehicle for which details have been supplied to **us** and a **certificate of motor insurance** has been delivered to **you** and remains effective.

# Section 1 – Loss or Damage

Contents of This Section

Exclusions to Section 1

10

Loss of or **damage** to **your vehicle** If **your vehicle** is lost, stolen or damaged **we** may, at **our** option, either

- 1 pay for **your vehicle** to be repaired; or
- 2 replace **your vehicle**; or
- 3 pay in cash the amount of the loss or **damage**.

If **your vehicle** is deemed to be a total loss the cover for **your vehicle** will end when **you** accept **our** offer of settlement.

If **we** ask, **you** must return the **certificate of motor insurance** before **we** pay the claim. **Your vehicle** will become **our** property.

The same cover applies to

## Ancillary Equipment

While these are in or on **your vehicle**, including whilst in **your** private garage.

**We** will also pay for loss or **damage** to **your vehicle's** audio equipment, which is away from **your vehicle**, provided such equipment

- 1 has been designed to be removable or partly removable
- 2 cannot function independently of **your vehicle**
- 3 has been temporarily removed for purposes of security or maintenance.

## Amount Payable

The maximum amount **we** will pay will be

- 1 the market value of **your vehicle** or
- 2 **Your** estimate of value if shown on **your policy** schedule if **your vehicle**
  - a. Is not a private car or commercial vehicle or
  - b. Is a private car or commercial vehicle and the value shown is greater than £50,000 whichever is the lesser.

If **your vehicle** is under a lease agreement the most **we** will pay is the written down value or the market value, whichever is the lesser.

**We** will also pay the cost of removal of **your vehicle** to the nearest competent repairer and redelivery to **your** last known address but not exceeding the reasonable cost of transporting it to **your** address in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## Audio Equipment

If the equipment is not the manufacturer's standard fitted equipment, the maximum amount payable is £500.

## Hiring or Other Agreements

If **we** know that **your vehicle** is hired, leased or loaned to **you** under a hire purchase agreement, vehicle leasing agreement or other agreement **we** will pay the **owner** requiring payment under the terms of the agreement and any remainder paid to **you**. Receipt of payment will be full and final discharge of any claim under this section.

## Section 1 – Loss or damage *continued*

### Replacement Locks

If the vehicle keys or lock transmitter of **your vehicle** is lost or stolen **we** will pay for the cost of

- 1 replacing the door locks and boot lock
- 2 replacing the ignition/steering lock
- 3 replacing the lock transmitter and central locking interface
- 4 re-coding or, if necessary, replacing the alarm system installed in **your vehicle**

**Your no claims discount** will not be disallowed solely as a result of a claim under this heading.

### Internal Damage (Agricultural Vehicles Only)

**We** will pay for **damage** for a **foreign object** to the internal workings if **your vehicle** is an **agricultural vehicle**.

### Exclusions to Section 1

**We** will not pay for

- 1 the first part of any claim (other than glass) as indicated below, if **your vehicle** including **ancillary equipment** is lost, stolen or damaged
  - a in respect of any **private cars** and **commercial vehicles**
    - i The **excess** shown in the **policy schedule**
    - ii Young/**novice driver excesses** in respect of **damage** to **your vehicle**
      - a aged 20 or under £300
      - b aged 21 to 24 £200
      - c a **novice driver** aged 25 or over £200

#### Important Note to Exclusion 1 a) ii)

These **excesses** shall be in addition to any other **excess** applicable to the **policy**

- b in respect of **agricultural vehicles**
  - i the **excess** shown in the **policy schedule**
  - ii in respect of **damage** to **your vehicle** £250 or the **damage excess** shown in the **policy schedule** whichever is the higher in respect of any claim which occurs whilst undertaking any agricultural contracting
- 2 **ancillary equipment** used for business purposes whilst removed from **your vehicle**.

- 3 loss or **damage** arising from **theft**, whilst **your vehicle** is unattended at the time of the loss and the ignition keys have been left in or on **your vehicle**
  - a where **your vehicle** is a **private car**
  - b where **your vehicle** is a **commercial vehicle**.
- 4 loss of use, wear and tear, depreciation or mechanical, electrical, electronic or computer failures, breakdowns or breakages.
- 5 **damage** sustained as a result of frost or freezing temperatures, unless reasonable precautions are shown to have been taken.
- 6 **damage** to tyres caused by
  - a braking or by punctures
  - b cuts or bursts
  - c valve or seal failure.
- 7 loss or **damage** directly occasioned by pressure waves cause by aircraft or other aerial devices travelling at sonic or supersonic speed.
- 8 loss of value following repair.
- 9 loss or **damage** to **your vehicle** arising from any transaction or proposed sale or by any act of deception.

### 10 Exclusions to Replacement locks

- a **We** will not pay for
  - i the cost of replacing any other security devices used in connection with **your vehicle**
  - ii any amount exceeding £1000
  - iii the first £50 of each and every claim.

### 11 Exclusions to Internal Damage (Agricultural Vehicles Only)

**We** will not pay the **excess** as shown in the **policy schedule**.

## Section 2 – New Vehicle Replacement

Contents of This Section

New Vehicle Replacement

11

If **you** and anyone else **we** know who has a financial interest in the vehicle agrees, **we** will replace **your vehicle** with a new one of the same make and model subject to availability provided that **your vehicle** is **private car** or **commercial vehicle** and is within the first year of registration from manufacture and was purchased and registered by **you** from new (or within the first year of registration from manufacture if subject to a contract hire or leasing agreement) and is:

- 1 damaged and the cost of repairs exceed 50% of its list price (including VAT) at the time of the **claim**
- 2 lost by **theft**.

If a replacement vehicle of the same make and model is not available the most **we** will pay is **market value** of **your vehicle** and its factory fitted accessories and spare parts at the time of loss or **damage**.

For vehicles other than **private cars** or **commercial vehicles** the total payment will be limited to a maximum of £5,000 above the **market value** of **your vehicle** immediately prior to such loss or **damage**.

## Section 3 – Glass

Contents of This Section

Exclusions to Section 3 12

**You** are covered for loss or **damage** to the windscreen, sunroof or windows of **your vehicle**.

The **excess** is not payable if the glass is repaired rather than replaced.

If **you** are only claiming for loss of or **damage** to the glass in **your vehicle's** windscreen, sunroof or windows, or for any scratching of the bodywork arising solely from the breakage of glass, any **no claims discount** accrued shall not be reduced if **your vehicle** is a **private car** or **commercial vehicle**.

### Exclusions to Section 3

**We** will not pay for

- 1 the **excess** shown in **your policy schedule**
- 2 an additional **excess** of £50 in respect of any claim for a **private car** or **commercial vehicle** if an **approved repairer** is not used.

## Section 4 – Liability to Third Parties

Contents of This Section

Exclusions to Section 4

15

### Your Liability

**We** will cover **you** in respect of all sums which **you** may be required to pay by law, and all other costs and expenses incurred with **our** written consent arising from

- 1 death or injury to third parties for an unlimited amount.
- 2 a **Damage** to third party property up to a limit of £20,000,000 if **your vehicle** is a **private car**, but restricted to £5,000,000 for all other vehicles in respect of any one claim or number of claims arising out of one cause.  
b the amount payable under paragraph 2) a) above for **damage** to property is limited to £1,200,000 while **your vehicle** is
  - i carrying any **dangerous goods**
  - ii being used or driven at any **hazardous location** other than in any area designated for access or parking by the general public.

This cover only operates where such death, injury or **damage** arises out of an accident caused by or in connection with

- 1 **your vehicle**, including its loading and unloading or
- 2 any **trailer** whilst it is being towed by **your vehicle**.

### Liability of Other Persons Driving or Using Your Vehicle

On the same basis as above **we** will insure the following persons

- 1 any person **you** give permission to drive **your vehicle** provided that **your certificate of motor insurance** allows that person to drive.
- 2 any person **you** give permission to use (but not drive) **your vehicle**, but only whilst using it for social, domestic and pleasure purposes, provided social domestic and pleasure use is included within the **certificate of motor insurance**.
- 3 any passenger travelling in or getting into or out of **your vehicle**.

## Section 4 – Liability to Third Parties *continued*

### Indemnity to Legal Personal Representatives

In the event of the death of anyone who is insured under this section, **we** will protect his/her legal personal representatives against any liability of the deceased person if that liability is insured under this section.

### Legal Costs

If **we** first agree in writing **we** will pay

- 1 solicitors' fees if anyone **we** insure under this section is represented at a coroner's inquest or fatal accident inquiry or is defending any proceedings in a court of summary jurisdiction.
- 2 for legal services to defend anyone **we** cover under this section in the event of proceedings being taken for manslaughter or causing death by dangerous or careless driving.

**We** will only pay these legal costs if they relate to an incident which is covered under this section.

### Application of Limits of Indemnity

In the event of any accident involving payments by **us** to more than one person insured under this section, any limitation by the terms of this **policy** or any clause endorsed on it relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and **your** liability shall be settled in priority.

### Indemnity to Owner (Leasing or Hiring Agreements)

If to **our** knowledge **your vehicle** is the subject of a hiring or leasing contract between **you** and the **owner** of **your vehicle**, **we** will insure **you** under this section in the event of an accident occurring while **your vehicle** is let on hire or leased under this agreement provided that **your vehicle** is not

- 1 being driven by the **owner**
- 2 being driven by a person employed by the **owner**
- 3 in charge of but not being driven by the **owner** or any person employed by the **owner**
- 4 the **owner** cannot claim under another policy

- 5 the **owner** observes all the terms, conditions and exclusions of this **policy** as far as they apply.

### Contingent Liability

**We** will indemnify **you**, while any vehicle not belonging to **you** and not provided to **you** is being used in connection with **your** business provided that **we** will not be liable

- 1 if there is any other existing insurance covering the same liability.
- 2 for loss or **damage** to such vehicle or property being carried in or on it.

### Cross Liabilities

Where there is more than one insured person named in the **policy schedule** cover will operate for each one as if he is the only insured person covered by the **policy**.

### Emergency Treatment

**We** will reimburse any person using **your vehicle** for payments made under any road traffic legislation for emergency treatment.

A payment made under this heading will not prejudice **your no claims discount**.

### Indemnity to Principal

Where **your vehicle** is being used in connection with contract work on behalf of a **principal**, **we** will insure the **principal** against any legal liability arising from such use provided that

- 1 **you** would have been able to claim under the **policy** had the claim been made against **you**.
- 2 **you** have arranged with the **principal** for the conduct and control by **us** of all claims for which **we** may be liable under the section.

## Section 4 – Liability to Third Parties *continued*

### Exclusions to Section 4

**We** will not be liable

- 1 for death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by any road traffic legislation.
- 2 for any loss, **damage**, injury or death directly caused by or contributed to by or arising from **your vehicle** while in or on that part of any airport, airfield or military installation provided for
  - i the take-off or landing of aircraft or the movement of aircraft on the ground
  - ii aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons' maintenance areas and hangers except as is required by any road traffic legislation
- 3 for loss, **damage**, injury or death caused by or arising from the loading or unloading of **your vehicle** beyond the limits of any carriageway or thoroughfare by any person other than the driver or attendant of **your vehicle**
- 4 for loss of or **damage** to property belonging to or in the care of **you** or anyone making a claim under this section
- 5 for loss of or **damage** to property being conveyed by **your vehicle**
- 6 for loss of or **damage** to any vehicle where cover is provided under this section
- 7 for any loss, **damage**, injury or death arising out of any incident directly or indirectly caused by or attributable to any material applied or intended for application to land or anything growing on the land except where such liability is required to be covered by any road traffic legislation.
- 8 for any loss, **damage**, injury or death directly or indirectly caused by **pollution** or contamination unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered by any road traffic legislation.
- 9 for death of or bodily injury to any person or loss or damage to property arising while a **commercial vehicle** or plant forming part of or attached to such vehicle is working as a tool of trade. Provided that this exception does not apply to any:
  - goods carrying **commercial vehicle**, when the vehicle is operating solely for the provision of power of the self-loading machinery, is immobilised and has all safety features properly engaged and there is no other policy in force that covers the same liability;
  - forklift truck, agricultural tractor, self-propelled agricultural or forestry machine or any trailer attached to such vehicle.

### 10 Exclusions to Indemnity to Principal

**We** will not be liable

- a for death or injury to any person employed by the **principal** arising out of or in the course of his employment.
- b for any amount payable by the **principal** under an agreement which would not have been payable in the absence of such an agreement
- c for any injury to the **principal** for any amount **you** would not have to pay but for the existence of such an agreement
- d for any loss of or **damage** to property belonging to or held in trust by or in the custody or under the control of the **principal** for any sum, which exceeds the amount required to indemnify the **principal**
- e for any liquidated damages or damages incurred under penalty endorsements.

## Section 5 – Additional Covers

### Contents of This Section

Accidents to Insured and Spouse	16
Exclusions to Section 5	17

### Accidents to Insured and Spouse

If **you** or **your spouse**, suffer accidental death or bodily injury as a result of an accident involving **your vehicle**, **we** will pay the following amounts

- |   |                             |        |
|---|-----------------------------|--------|
| a | Death                       | £3,500 |
| b | Irrecoverable loss of sight | £1,500 |
| c | Loss of any limb            | £1,500 |

**We** will make the payment to **you** or **your** driver's estate provided that within three months of the accident the injury is the sole cause of one of the above.

The most **we** will pay to any one person during any one **period of insurance** is £3,500.

### Rugs, Clothing and Personal Effects

**We** will pay **you** (or, at **your** request, the **owner**) for loss or **damage** to rugs, clothing or personal effects caused by **fire, theft** or accidental means whilst they are in or on **your vehicle**.

The maximum amount payable for any one incident is £500.

### Medical Expenses

If **you** or any other occupant of **your vehicle** is injured as a direct result of **your vehicle** being involved in an accident **we** will pay for the medical expenses in connection with such injury up to the sum of £500 in respect of each person injured.

## Section 5 – Additional Covers *continued*

### Exclusions to Section 5

#### 1 Exclusions to accidents to insured and spouse

The cover does not apply

- a if **you** or **your spouse** have any other insurance with **us we** will only pay out under one **policy**
- b if **your vehicle** is an **agricultural vehicle**
- c unless the **policyholder** is an individual
- d in respect of death or bodily injury as a result of attempted suicide or suicide
- e if anyone is 70 years of age or older at the time of the accident.

#### 2 Exclusions to rugs, clothing and personal effects

**We** will not pay for

- a money, stamps, tickets documents or securities
- b goods or samples carried in connection with any trade or business
- c any personal effects if **your vehicle** is
  - i an open/convertible vehicle unless secured in a locked compartment
  - ii a motor caravan
  - iii attached to a touring caravan or trailer tent and the effects were stolen therefrom
  - iv an **agricultural vehicle**.

#### 3 Exclusions to Medical expenses

The cover does not apply

- a if **your vehicle** is a **commercial vehicle** exceeding 5 tonne **GVW**
- b if **your vehicle** is an **agricultural vehicle**.

## Section 6 – No Claims Discount

Contents of This Section

Conditions to Section 6

18

Some vehicles are subject to **no claims discount**. If this applies and **you** do not make a claim under **your policy** **we** will increase **your no claims discount** when **you** renew **your policy** in line with the scale **we** are using when **you** renew **your policy**. If **you** make a claim in any **period of insurance** under **your policy**, **we** will reduce **your no claims discount** in line with **our** scale.

The **no claims discount** is not transferable to any other person.

### Protected No Claims Discount

**You** may be able to protect **your no claims discount** if **you** pay extra premium.

**Your no claims discount** is only protected if shown in **your schedule**.

If **your no claims discount** is protected, provided no more than two claims, where **you** are deemed responsible or **we** have been unable to recover **our** monies paid or payable, are submitted and paid within three consecutive **periods of insurance**, **your no claims discount** will not be affected. If three or more claims arise in any three consecutive **periods of insurance** the **protected no claims discount** will be withdrawn and the **no claims discount** reduced in accordance with **our** normal scale.

### Conditions to Section 6

- 1** **No claims discount** is only earned if the **policy** or cover for **your vehicle** has been in force for more than 12 months.
- 2** If **we** consent to a transfer of this **policy** to another person, **no claims discount** already earned under this **policy** will not apply to the person to whom the **policy** is being transferred unless agreed by **the insurers**.
- 3** If a claim is submitted which results in the **no claims discount** being disallowed, the step back scale is 2 years per incident, unless **protected no claims discount** has been allowed.

## Section 7 – Cover in Europe

### Contents of This Section

Minimum Compulsory Motor Insurance 19

Exclusions to Section 7 20

### Minimum Compulsory Motor Insurance

In compliance with EU directives this **policy** provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in

- 1 any country which is a member of the European Union.
- 2 Croatia, Iceland, Norway, Switzerland (including Liechtenstein)
- 3 any other country which agrees to meet European Union Directives on motor insurance and which the commission of the European Union is satisfied has made arrangements to meet the requirements of these directives.

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the level of cover in any EU Member State is less than that provided by the legal minimum requirements of Great Britain, the level of cover applicable to Great Britain will apply in that Member State.

### Extended Cover While Abroad

In addition to the minimum cover above, the **policy** provides the cover shown in the **policy schedule** in any country in the **territorial limits** subject to

- 1 **your vehicle** being normally kept in Great Britain, Northern Ireland, the channel Islands or the Isle of Man.
- 2 use of **your vehicle** for visits to countries outside Great Britain Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding three months in any one trip.

### Journeys Within the Territorial Limits

**Your certificate of motor insurance** is sufficient evidence of cover within the **territorial limits** of the **policy**.

## Section 7 – Cover in Europe *continued*

### Journeys Outside the Territorial Limits

There is no cover for countries outside the **territorial limits**. **We** may, however, be prepared to extend cover to certain of these countries on request, in which case **we** will provide **you** with a **green card** and an additional premium will be required.

### Additional Covers

Where **your vehicle** is being used within the **territorial limits**, or in any country for which a **green card** has been issued, cover includes

- 1 transit of **your vehicle** including loading and unloading by rail or water within or between countries, provided this transit is by a commercial carrier and is not a longer duration than 65 hours in normal conditions.
- 2 reimbursement of any customers duty **you** incur after temporarily importing **your vehicle** into any country within the **territorial limits**, subject to **your** liability arising as a direct result of a claim covered under this **policy**.
- 3 general average contributions, salvage charges, and sue and labour charges whilst **your vehicle** is being transported by water between any such countries provided that **your vehicle** is covered for loss or **damage** under this **policy**.

### Exclusions to Section 7

- 1 The cover under this section will not apply
  - a if **your vehicle** is a **commercial vehicle** exceeding 5 tonne **GVW**
  - b if **your vehicle** is an **agricultural vehicle**.

Except

- a within the Republic of Ireland
- b to meet **our** requirements to provide the minimum compulsory motor insurance in EU member states and supplementary agreement countries.

# Section 8 – Trailers

Contents of This Section

Exclusions to Section 8

21

**We** will cover any **trailer** as if it is covered Under Section 1 – Loss or **damage** which is

- 1 a specified in **your policy schedule** or is  
b not specified in **your policy schedule** and valued below £100,000
- 2 owned by **you**
- 3 hired to **you** under a hire purchase agreement
- 4 hired or borrowed on a temporary basis by **you**
- 5 used solely for agricultural or forestry purposes , social domestic & pleasure use or for any other use as agreed by **the insurers.**

In respect of any **trailer** not specified in **your policy schedule** the cover will not exceed that of the towing vehicle.

## **Internal Damage (Agricultural Trailers Only)**

**We** will pay for **damage** by a **foreign object** to the internal workings of **your trailer** whilst attached to **your agricultural vehicle.**

## **Exclusions to Section 8**

The cover under this section will not apply

- 1 if any **trailer** is being towed otherwise than in accordance with the law
- 2 for loss or **damage** to property being carried in or on any **trailer**
- 3 for loss of or **damage** to any fixtures, fittings or utensils carried in or on any **trailer**
- 4 for loss or **damage** to any **trailer** in excess of £100,000 or horsebox in excess of £10,000, unless specified on the **policy schedule**

## Section 8 – Trailers *continued*

- 5
  - a for liability arising while the **trailer** is attached to towing vehicle not covered by this **policy**
  - b for loss or **damage** to the **trailer** while the **trailer** is attached to a vehicle not covered by this **policy** unless
    - i the vehicle is owned by or in the custody or control of **the policyholder** or
    - ii at the time of occurrence of any loss or **damage** there is no other existing insurance covering the **trailer** and the **trailer** is specified in **your policy schedule**
- 6 for **trailers** used or modified for passenger carriage unless specified on **your policy schedule**
- 7 for loss of use, wear and tear, depreciation or mechanical, electrical, electronic or computer failures, breakdowns or breakages
- 8 for **damage** sustained as a result of frost or freezing temperatures unless reasonable precautions are shown to have been taken
- 9 for **damage** to tyres caused by
  - a braking or by punctures
  - b cuts or bursts
  - c valve or seal failure
- 10 for loss or **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- 11 for loss of value following repair
- 12 in respect of
  - a specified **trailers we** will not pay for the **excess** shown in the **policy schedule**
  - b unspecified **trailers we** will not pay for the greater of the first £100 or the **excess** shown in **your policy schedule** against the vehicle to which the **trailer** was attached of each and every claim.

These **excesses** apply only when liability has not been admitted under Section 1 –Loss or damage.

# Section 9 – Miscellaneous

Contents of This Section

Exclusions to Section 9

24

## Servicing and Repair

**We** will provide cover for **your vehicle** whilst in the custody of a motor trader or agricultural contractor for the purposes of repair service or maintenance. For the purposes of this **policy we** shall assume the motor trader has taken the position of **you**, provided he holds the appropriate licence to drive **your vehicle**.

## Parking

**We** will provide cover for **your vehicle** whilst being parked by a third party at a hotel or restaurant. For the purposes of this **policy we** shall assume the third party has taken the position of **you**, provided that person has **your** permission to drive **your vehicle** and holds the appropriate licence.

## Car Sharing

Where **you** share **your vehicle** for social or similar purposes including travelling to work or transporting children to school, **we** will deem cover to be operative provided

- 1 **you** transport no more persons than the legal carrying capacity of **your vehicle**, and in any event nine including the driver in total
- 2 passengers are not being carried for the business of carrying passengers
- 3 **you** receive a contribution towards costs, not involving profit-making of any sort.

## Towing Disabled Vehicles

**We** will provide cover as defined in **your policy schedule** whilst **your vehicle** is towing a disabled mechanically propelled vehicle provided that

- 1 such vehicle is not towed for reward
- 2 such vehicle is being towed in accordance with the law
- 3 no liability is accepted for loss of or **damage** to the vehicle being towed, or property thereon or therein.

## Unlicensed Drivers

**We** will indemnify any person driving or in charge of an **agricultural vehicle** with **your** permission who does not hold an appropriate licence where the law does not require a licence.

## Section 9 – Miscellaneous *continued*

### Unauthorised Movement of Third Party Vehicles

The cover provided by Sections 1 and 4 of this **policy** is extended to include the unauthorised movement of any vehicle not owned by or hired under a hire purchase agreement to or leased under a vehicle leasing agreement or lent to **you** and causing an obstruction or otherwise preventing the operation of **your** business.

### Driving Other Vehicles (Private Car Only)

Provided **your certificate of motor insurance** is so extended **we** will indemnify **you** or any authorised driver, as an individual, while driving a **private car** not belonging to **you** or any authorised driver not hired under any leasing or hire purchase agreement to **you** or any authorised driver.

### Agricultural Accessories and Spare Parts

**We** will provide cover for accessories and spare parts (including GPS navigation systems) which relate directly to the function of **your vehicle** as an **agricultural vehicle**.

The accessory and spare part must be fitted to or in or on **your vehicle**, which is covered under this **policy**, and must not be valued at more than £15000.

Cover only applies when another loss covered by this **policy** occurs at the same time.

The cover provided for the accessory or spare part is the same as that shown on the **policy schedule** for **your vehicle** which the accessory or spare part is fitted to or on or in the time of the loss.

### Exclusions to Section 9

#### 1 Exclusions to parking

Cover will not apply

- a if **your vehicle** is a **commercial vehicle** exceeding 5 tonne **GVW**
- b if **your vehicle** is an **agricultural vehicle**

#### 2 Exclusions to car sharing

Cover will not apply

- a if **your vehicle** is a **commercial vehicle** exceeding 5 tonne **GVW**.
- b if **your vehicle** is an **agricultural vehicle**.

#### 3 Exclusions to unauthorised movement of third party vehicles

Cover will not apply in respect of any vehicle being moved by anyone other than

- a **you**
- b **your spouse**
- c a person employed by **you**.

#### 4 Exclusions to driving other vehicles (private car only)

Cover will not apply

- a in respect of loss of or **damage** to the vehicle being driven
- b where indemnity is provided under any other policy.

#### 5 Exclusions to agricultural accessories and spare parts

Cover will not apply if

- a the accessory or spare part is fitted to or kept in or on a vehicle which is not used for agricultural or forestry purposes unless agreed by **the insurers** and shown in the **policy schedule**
- b the accessory or spare part is being used in a way which is not in accordance with the manufacturer's instructions or any appropriate law
- c the accessory or spare part would normally be covered under Section 8 – Trailers

## Section 10 – Uninsured Loss Recovery

### Contents of This Section

Meaning of Defined Terms 25

What Is the Most We Will Pay 26

What Is Covered 26

What Is Not Covered 27

Section Conditions

Cover under this section is provided by Lawclub Legal Protection which is a trading name of Allianz Insurance plc registered in England No 84638 at 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849.

### Lawphone legal advice line and motor prosecution defence

This section of **your** policy gives **you** 24 hours a day, 365 days a year, telephone access to Lawphone for advice on any commercial legal matter and a motor prosecution defence service.

The advice **you** get will always be in accordance with the laws of Great Britain and Northern Ireland. Please note that **Lawclub** may record the calls for **your, our** and **Lawclub's** mutual protection and Lawclub's training purposes.

**Phone: 0344 873 0255**

When **you** call Lawphone quote 34035. **You** will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return **your** call.

All **claims** and calls to Lawphone will be managed by Lawclub Legal Protection on **our** behalf.

### Important information about reasonable prospects of success

At all times during **your** legal action **reasonable prospects of success** must exist for **us** to begin, and continue, providing cover under this section.

In order for **Lawclub** to decide whether **reasonable prospects of success** exist they will seek the opinion of the **legal representative**. If **Lawclub** and the **legal representative** do not agree on whether **reasonable prospects of success** exist, **Lawclub** will also seek the opinion of any other legally qualified advisor or other expert appropriate to **your** claim that they feel it is necessary to consult.

If **Lawclub** believe that **reasonable prospects of success** do not exist **we** will end **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because **you** have not complied with Condition 1c or 1d of 'Conditions that apply to Part 4 of Section 5 – Road Risks', **we** will not pay any **costs** incurred during **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because of any other reason, **we** will pay **costs** incurred up to the date that **we** end **your** claim.

### Meaning of Defined Terms

**You** can find the meaning for words on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

#### Civil Case

A legal action which does not involve the defence of any criminal prosecution against **you**.

#### Costs

Where **Lawclub** have given their written agreement, Under this section of the **policy we** will pay the following on **your** behalf

- 1 the professional fees and expenses reasonably and properly charged by the **legal representative** on a **standard basis**, up to the guideline hourly rates set by the Senior Court Costs Office, which **you** cannot recover from **your** opponent
- 2 **your** opponent's costs in civil cases which **you** are ordered to pay by a court or tribunal or which **you** pay **your** opponent with the written agreement of **Lawclub**.

**We** will only pay **costs** which **we** consider are necessary and in proportion to the value of **your claim**.

**We** will only start to cover **costs** from the time **we** have accepted your **claim** and **Lawclub** have appointed the **legal representative** on **your** behalf.

#### Claim or accident

An event which is insured under this **policy**

## Section 10 – Uninsured Loss Recovery *continued*

### Damages

Money that a court says **your** opponent must pay to **you** or money **your** opponent agrees to pay to **you** to settle **your** legal action.

### Lawclub

Lawclub Legal Protection, whose address is PO Box 10623, Wigston LE18 9HJ

### Legal representative

The solicitor or other person appointed with the agreement of **Lawclub** under this section of **your policy** to represent **you**.

### Reasonable prospects of success

There are reasonable prospects of success if, at all times during your civil case against **your** opponent, it is more likely than not that:

- a court would:
    - I. decide the legal action under 'uninsured loss recovery' in favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of your claim by a court); or
    - II. award **you** a more favourable settlement than has already been offered by **your** opponent;
- and
- if **you** are seeking **damages** from **your** opponent, you will recover them.

We explain in more detail how **Lawclub** will decide if **your** legal action has **reasonable prospects of success** under 'Important information about reasonable prospects of success' above.

### Standard basis

The normal method used by the court to assess **costs** which the court decides are proportionate to **your** legal action and have been reasonably incurred by the **legal representative** and **your** opponent.

### Territorial limit

For Uninsured loss recovery – Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, the Czech Republic, Denmark, Finland, France,

## Section 10 – Uninsured Loss Recovery *continued*

Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

For Motor prosecution defence – Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### You/your

The person shown on **your schedule** as the policyholder and

- 1 anyone allowed by the **certificate of insurance** to drive **your vehicle**, and
- 2 anyone who, with **your** permission, is in, getting into, or out of, **your vehicle**.

### What Is the Most We Will Pay

**We** will pay up to £100,000 in **costs** for all **claims** arising out of any one event.

### What Is Covered

#### 1 Uninsured Loss Recovery

**We** will pay the **costs Lawclub** have agreed to of **you** taking legal action against **your** opponent for **damages** arising from an **accident** involving **your vehicle** that

1. **Lawclub** and the **legal representative** agree is not **your** fault; and
2. was caused by **your** opponent; and
3. causes:
  - I. **your** death or bodily injury whilst **you** are in, on or getting into or out of the **insured vehicle**; or
  - II. damage to the **insured vehicle**; or
  - III. damage to property which **you** own or are legally responsible for and which is in or on the **insured vehicle**.

The cover provided by also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

**We** will provide this cover as long as:

1. the **accident** happened within the **territorial limit** and during the **period of insurance**; and
2. the legal action will be decided by a court within the **territorial limit**; and
3. **Lawclub** have given their written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
4. **reasonable prospects of success** exist.

#### 2 Motor Prosecution Defence

**We** will pay the cost of **you** defending criminal proceedings being brought against **you** arising from **your** ownership or use of the **insured vehicle**. The cover also includes the costs of making an appeal against **your** conviction or sentence by a court.

**We** will provide this cover as long as

1. the event giving rise to the criminal proceedings happened within the **territorial limit** and during the **period of insurance**; and
2. the criminal proceedings will be decided by a court within the **territorial limit**; and
3. **Lawclub** have given their written agreement to **you** making an appeal against **your** conviction or sentence by a court.

## Section 10 – Uninsured Loss Recovery *continued*

### What Is Not Covered

**We** will not pay for any

- 1 claim arising out of a contract **you** have with another person or organisation
- 2 claim for an event which is also covered under Section 4 Liability to Third Parties or Section 1 – Loss or damage of this **policy**
- 3 claim for an event resulting in legal proceedings where **you** are accused of corporate manslaughter or corporate homicide
- 4 claim for an event which is not covered under **your** current motor insurance **policy**
- 5 claim where **your vehicle** is being used for racing, rallies or competitions
- 6 disputes between **you** and **us** or **Lawclub**
- 7 fines, penalties or compensation awards
- 8 **costs** or expenses **you** are ordered to pay by a criminal court
- 9 application for a judicial review
- 10 disputes or claims arising from **your** deliberate, conscious, intentional or careless disregard of the need to take all reasonable steps to avoid, prevent and limit any dispute or claims
- 11 costs **we** have not agreed to in writing
- 12 costs covered by another insurance policy
- 13 costs **you** have paid directly to the **legal representative** or any other person without the permission of **Lawclub**
- 14 VAT which **you** can recover from elsewhere
- 15 parking offences for which **you** do not get points on **your** licence
- 16 criminal proceedings to do with driving while under the influence of drink or drugs
- 17 criminal proceedings brought against **you** because **you** have allowed other people to use **your vehicle**
- 18 claim where **you** do not have a valid
  - a motor insurance **policy**
  - b road fund licence or MOT certificate for **your vehicle**
  - c driving licence
- 19 claim while
  - a **you** are insolvent (or have committed an act of insolvency or bankruptcy)
  - b **you** have made an arrangement with the people **you** owe money to
  - c **you** have entered into a deed or arrangement

- d **you** are in liquidation
  - e part or all of **your** affairs, assets or property are in the care or control of a receiver or a liquidator or
  - f there is an administration order over **your** affairs, assets or property
- 20 costs where **you** knowingly and materially mislead **Lawclub** or the **legal representative**, or fail to pass important information to **Lawclub** or the **legal representative** in connection with any **claim** made under this section of **your policy**. If this happens **we** can reclaim from **you** any money already paid in respect of any relevant **claim**.

### Section Conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a **claim**. However **you** will be covered and **Lawclub** will pay **your claim** if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

- 1 **You** must
  - a. make **your** claim within six months of the date that the event, or series of events, which gave rise to the dispute or criminal proceedings first occurred;
  - b. not appoint a **legal representative** to represent **you** in **your** legal action;
  - c. at all times throughout **your** legal action give the **legal representative** and **Lawclub** a complete, accurate and truthful account of all of the circumstances that are relevant to **your** legal action that **you** are aware of, or should have been aware of. This will include details of any agreement between **you** and any other person or organisation. **You**, and anyone acting on **your** behalf, must not knowingly give

## Section 10 – Uninsured Loss Recovery *continued*

- any false, fraudulent, exaggerated or incorrect statement or document to **your legal representative** or to **Lawclub**;
- d. follow the advice of, and co-operate fully with, the **legal representative** and **us** at all times during **your** legal action. This will include attending all court hearings or other appointments that the **legal representative** asks **you** to attend;
  - e. not withdraw **your** claim from the **legal representative** without the written agreement of **Lawclub** and the **legal representative**;
  - f. get **Lawclub's** written agreement before making or defending an appeal against the decision of a court in respect of **your** legal action;
  - g. instruct the **legal representative** to take all reasonable steps to recover **costs** from **your** opponent and pay them to **Lawclub**. If **you** do not do this, **we** will have the right to reduce the amount that **we** pay under this policy to the amount that **your costs** would have been if **you** had instructed the **legal representative** to take all such reasonable steps;
  - h. instruct the **legal representative** to keep to Condition 2 below.
- 2 The **legal representative** must do the following
- a. get **Lawclub's** written permission before instructing a barrister or other legally qualified advisor or expert in respect of **your** legal action;
  - b. tell **Lawclub** at the first opportunity once he or she becomes aware of any information or development relating to **your** legal action which will more likely than not mean that:
    - I. **reasonable prospects of success** no longer exist; or
    - II. the losses or **damages** that **you** can recover from **your** opponent will be reduced from the amount that was originally expected by the **legal representative**;
  - c. tell **Lawclub** at the first opportunity they become aware that **you** want to make an offer, or **your** opponent has made an offer to settle **your** legal action;
  - d. report the result of **your** legal action to **Lawclub** at the first opportunity after it is finished.
  - e. take all reasonable steps to recover **costs** from **your** opponent and pay them to **Lawclub**.
- 3 **Lawclub** will have the right to
- a. take over and conduct, in **your** name, any claim or proceedings;
    - I. before a **legal representative** has been appointed; or
    - II. that are necessary to recover **costs** that **we** have paid in respect of **your** legal action
  - b. ask **us** to settle a **claim** by paying the amount in dispute
  - c. appoint the **legal representative**, in **your** name, and on **your** behalf
  - d. have any legal bill assessed if **Lawclub** and the **legal representative** or the representative acting for and on behalf of **your** opponent cannot agree on the level of **costs**. If **Lawclub** do this the assessment will be carried out by a court, independent expert in the assessment of **costs** or other competent party. **We** will not pay any more than the **costs** that are determined as reasonable by the assessment;
  - e. contact the **legal representative** at any time, and have access to all statements, opinions, reports and any other information to do with **your** legal action
  - f. end **your** cover if, during the course of the legal action **reasonable prospects of success** no longer exist. If, after **Lawclub** end **your claim you** continue the legal action and get a better settlement than **Lawclub** expected, **we** will pay **your** reasonable **costs** which **you** cannot get back from anywhere else

## Section 10 – Uninsured Loss Recovery *continued*

- g. settle the costs covered by this section of **your policy** at the end of the **claim**
  - h. end **your claim** and get any costs back from **you** that **we** have paid or agreed to pay if
    - I. the **legal representative** reasonably refuses to go on acting for **you** because of any unreasonable act or failure to act by **you** or
    - II. **you** unreasonably withdraw **your claim** from the **legal representative** without the agreement of **Lawclub** and
    - III. **Lawclub** do not agree to appoint another **legal representative** to continue **your claims**.
- 4 **Your** agreements with others  
**We** or **Lawclub** will not be bound to any agreement between **you** and the **legal representative** or **you** and any other person or organisation.

### 5 Choosing the Legal Representative

At any time before **Lawclub** agree that legal proceedings need to be issued or defended, they will choose the **legal representative**. **You** can only choose the **legal representative** if **Lawclub** agree that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the **legal representative** cannot act for **you**. **You** must send his or her name and address to **Lawclub**.

If **Lawclub** agree to appoint a **legal representative** that **you** choose, he or she will be appointed on the same terms as they would have appointed their chosen **legal representative**. **Lawclub** may decide not to accept **your** choice of **legal representative**. If **Lawclub** do not agree with **your** choice, the matter will be settled using the procedure as set out under condition 6.

When choosing the **legal representative**, **you** must remember **your** duty to keep the cost of any legal proceedings as low as possible.

### 6 Disputes

If there is a dispute between **you** and **Lawclub**, the matter may be referred to an arbitrator. If **you** and **Lawclub** cannot agree on an arbitrator, the

President of the Law Society or the Chairman of the Bar Council will choose one.

The loser of the arbitration must pay all the costs involved. If the decision is not clearly made against either **you** or **Lawclub**, the arbitrator will decide how the costs will be shared.

### 7 Notices

Every notice which needs to be given under this section of **your policy** must be given in writing. If **you** give **us** notice, **you** must send it to **our** address. If **we** give you notice, **we** must send it to **your** last known address.

### 8 How to Make a Claim

**Your claim** will be managed by **Lawclub** on **our** behalf.

If **you** need to make a **claims** for uninsured loss recovery contact **us** on the Lawphone legal helpline.

**We** will pass the details of **your claim** on to a **legal representative**.

If **you** need to make a **claim** for motor prosecution defence call the Lawphone legal helpline and follow the instructions. A **claim** form will be sent to **you**, please fill it in and send it to:

The Claims Department  
Allianz-ALP  
PO Box 10623  
Wigston  
LE18 9HJ

**Lawclub** will contact **you** once they have received the **claim** form. **You** must not appoint a solicitor yourself.

If **you** have already seen a solicitor before **Lawclub** have accepted **your claim**, **we** will not pay any fees or other expenses that **you** have incurred. If **your claim** is covered, **Lawclub** will appoint the **legal representative** that they have agreed to in **your** name and on **your** behalf and **we** will only start to cover the **costs** from the time **Lawclub** have accepted the **claim** and appointed the **legal representative** in **your** name and on **your** behalf. If **you** do not keep to the conditions **we** will have the right to cancel this section of **your policy** and **Lawclub** will have the right to refuse any **claim** and withdraw from any current **claim**.

# Section 11 – Motor Assistance Gold (Breakdown)

Contents of This Section	
Welcome to Motor Assistance Gold	31
- How we can help	31
- When we cannot help	31
The meaning of words in this policy	32
Cover	33
Assistance services under this policy	33
- Emergency roadside repairs and home breakdown	33
- Vehicle recovery	33
- Getting you to your destination	33
- Emergency message service	33
What is not covered by this policy	34
Conditions	35
Data Protection	36
- Who we are	36
- How we will use your information	36
- What is our legal basis for processing your information	36
- How long will your information be held for?	36
- What are your rights?	36
- How to make a complaint	37
How to make a complaint	38

Cover under this section is provided by  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

## Section 11 – Motor Assistance Gold

### Welcome To Motor Assistance Gold

**Your policy schedule** will show if this section is operative.

To make sure **you** get the most from **your DAS** cover, please take time to read this section. It explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

### How We Can Help

**We** are here to help **you** 24 hours a day, 365 days a year. In the event of a **breakdown**, call **our** Motor Assistance helpline on 0800 783 5677 and provide the following information:

- Policyholder's name.
- Registration number of the **vehicle**.
- Make, model and colour of the **vehicle**.
- Nature of the **breakdown** and location of the **vehicle**.
- Scheme number as shown in **your policy schedule**.

A Motor Assistance operator will arrange for one of **our** approved agents to come to **your** assistance as quickly as possible.

It is important that **you** contact **our** Motor Assistance centre as soon as possible after the **breakdown**. **We** will not cover any call-out charges and labour costs unless **we** have given **our** agreement.

If **your vehicle** cannot be repaired within an hour at the scene of the **breakdown**, **we** can arrange for the **vehicle** and **insured person(s)** to be taken to a suitable repairer or, provided it is nearer, **your** home or business address.

If the **vehicle** cannot be repaired the same day as the **breakdown**, **we** will pay for one of the following:

- transporting **you** and **your vehicle** to a destination within the **countries covered**;  
or

- the hire of a vehicle so **you** can continue **your** journey; or
- reimburse the cost of overnight accommodation.

Telephone calls to **us** may be monitored and recorded as part of **our** training and quality assurance programmes.

### When We Cannot Help

**Our** approved agents cannot work on **your vehicle** if it is unattended.

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

## Section 11 – Motor Assistance Gold continued

### THE MEANING OF WORDS IN THIS SECTION

#### Breakdown

- (a) Mechanical or electrical failure; or
- (b) accidental damage, or damage caused by vandalism, fire, theft or attempted theft; which stops **your vehicle** moving.

#### Countries covered

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

#### Insured person(s)

**You**, and any passenger or driver who is in the **vehicle** with **your** permission at the time of the **breakdown**.

#### Mid commercial vehicle

The **mid commercial vehicle** declared to **us** and no more than 15 years old. Cover extends to include any caravan or trailer attached to the **mid commercial vehicle** at the time of the **breakdown**.

The **mid commercial vehicle**, including any caravan or trailer, must weigh between 3.5 tonnes and 7.5 tonnes gross vehicle mass.

#### Large commercial vehicle

The **large commercial vehicle** declared to **us** and no more than 15 years old. Cover extends to include any caravan or trailer attached to the **large commercial vehicle** at the time of the **breakdown**. The **large commercial vehicle**, including any caravan or trailer, must weigh between 7.5 tonnes and 44 tonnes gross vehicle mass.

#### Period of cover

The period for which **we** have agreed to cover **you**.

#### Private vehicle

The **private vehicle** declared to **us**. Cover extends to include any caravan or trailer attached to the **private vehicle** at the time of the **breakdown**.

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

#### Vehicle

The **private vehicle** or **mid commercial vehicle** or **large commercial vehicle** declared to **us** and shown as covered on **your policy schedule**.

#### We, us, Our

DAS Legal Expenses Insurance Company Limited.

#### You, your

The person who has taken out this policy.

## Section 11 – Motor Assistance Gold continued

### COVER

**You** are covered in respect of **your vehicle** for the assistance services in this section in the 12-month period following the start date of this section and in any 12-month period following renewal of this section, if **you** have paid **your** premium, for a maximum of:-

- a) six **breakdowns** if **your vehicle** is a **private vehicle**
- b) four **breakdowns** if **your vehicle** is a **mid commercial vehicle** or a **large commercial vehicle**;

If the service **you** require is not provided for under the terms of this section, or if **you** have reached the maximum number of **breakdowns** covered in the period, **we** will try if **you** wish to arrange assistance at **your** expense. The terms of any such assistance are a matter for **you** and **your** supplier.

### Assistance services under this section

#### Emergency Roadside Repairs and Home Breakdown

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

#### Vehicle Recovery

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

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

#### Getting you to your Destination

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

- a) pay the cost of transporting **your vehicle** or **insured person(s)** or both to a destination(s) within the **countries covered** provided that the **insured person(s)** are transported to the same destination; or

- b) arrange and pay the cost of hiring a category A vehicle to allow the **insured person(s)** to continue their journey to a destination within the **countries covered**; or
- c) arrange transport for **insured person(s)** to travel to a hotel. **You** will have to pay for the cost of this, and the hotel costs; but **we** will reimburse **you** up to £50 per person per night for accommodation. The most **we** will pay for transport to the hotel and the cost of hotel accommodation is £300 for any one **breakdown**. **You** must pay the hotel bill, but **we** will pay **you** back on receipt of the relevant bill(s) subject to the £300 limit for any one **breakdown**.

#### Conditions applying to Getting you to your Destination

- (i) **We** will only pay a maximum of £300 for any one **breakdown**.
- (ii) **You** must send **us** all the relevant invoice(s) before we will reimburse you.

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

#### Emergency message service

When **you** claim for any of the services detailed under assistance services under this section **we** will forward a message to a member of **your** family, friend or work colleague if **you** would like this.

## Section 11 – Motor Assistance Gold continued

### What is not covered by this policy

1. The **breakdown** of **your vehicle**:
  - a. within the first 48 hours from the date of **your** application if cover is taken out separately from any other agreement; or
  - b. if it has knowingly been driven in an unsafe or unroadworthy condition; or
  - c. which has resulted from lack of oil, fuel or water; or
  - d. which occurs while **your vehicle** is being used for motor racing, trials or rallying or for hire or reward; or
  - e. which has resulted from the incorrect fuel being placed into the fuel tank.
2. The cost of:
  - a. storage charges, **you** will be responsible for any **vehicle** storage charges incurred when **you** are using **our** 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.
3. Any charges arising from an **insured person's** failure to comply with **our** instructions or **our** approved agents' instructions in respect of the assistance being provided.
4. Any costs incurred before **you** have notified **us** of the **breakdown**.
5. **Breakdowns** caused by, contributed to by or arising from:
  - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
6. Any **mid-commercial vehicle** or **large commercial vehicle** which is over 15 years old.
7. Any **agricultural vehicles** and/or any **special type** vehicles.
  - c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000; or
  - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## Section 11 – Motor Assistance Gold continued

### Conditions

1. An **insured person** must keep to the terms and conditions of this section.
2. At all times during the **period of cover**, the **vehicle** must be maintained in a roadworthy condition and regularly serviced.
3. An **insured person** must be present with the **vehicle** when the approved agent arrives.
4. **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.
5. The transportation of any animal or livestock is undertaken solely at **our** discretion and **we** accept no liability for the safety or welfare of any animal or livestock during its transportation.
6. **We** will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:
  - a. a claim the **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.
7. **We** will not pay for any loss that is not directly covered by the terms and conditions of this section. For example **we** will not pay for **your** travel costs for collecting **your vehicle** from a repairer, loss of income from taking time off work because of a **breakdown**, or loss from cancelled or missed appointments.
8. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
9. This section will be governed by English law.

## Section 11 – Motor Assistance Gold continued

### Data Protection:

To comply with data protection regulations, **we** are committed to processing 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 name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this 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 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 at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### How we will use your information

**We** may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice we may have to send the personal 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 in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

**We** will take all steps reasonably necessary to ensure the personal 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 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 personal 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 personal information to perform **our** obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

### How long will your information be held for?

**We** will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce our agreements. If **you** no longer want **us** to use the personal data, please contact us at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### What are your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held

## Section 11 – Motor Assistance Gold continued

- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

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](mailto:dataprotection@das.co.uk)

### **How to make a complaint**

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly 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](http://www.ico.org.uk)

## Section 11 – Motor Assistance Gold continued

### How to make a complaint

We always aim to give you a high quality service. If you think we have let you down, you can contact us by:

- phoning **0344 893 9013**
- emailing [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)
- writing to the  
**Customer Relations Department | DAS  
Legal Expenses Insurance Company Limited  
| DAS House | Quay Side | Temple Back |  
Bristol | BS1 6NH**
- completing our online complaint form at  
[www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

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

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you can ask the Financial Ombudsman Service for a free and independent review of your complaint.

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website:  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

### DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited |  
DAS House | Quay Side | Temple Back | Bristol |  
BS1 6NH

Registered in England and Wales | Company  
Number 103274 | Website: [www.das.co.uk](http://www.das.co.uk)

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.

# General Exclusions

**Your Policy** does not cover the following

## 1 Use and Driving

death injury loss or **Damage** occurring or liability arising while **Your Vehicle** is being

- a used with the consent of **you** or **your** representative otherwise than in accordance with the limitations as to use in the **Certificate of Motor Insurance**.
- b driven by **you** unless **you** hold a licence to drive **Your Vehicle** or have held and are not disqualified from holding or obtaining such a licence.
- c driven with the consent of **you** or **your** representative by any person
  - i who is not specified in the **Certificate of Motor Insurance**
  - ii who **you** or **your** representative knows does not hold a licence to drive **Your Vehicle** unless he has held and is not disqualified from holding or obtaining such a licence.

but paragraphs b) and c) shall not apply when a licence is not required by law

## 2 Contractual Liability

- a Any liability **you** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
- b Any liability for liquidated damages, fines or penalties

## 3 Radioactive Contamination

Loss or destruction of or **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any legal liability or whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

## 4 War Risks

Any consequence of war invasion, act of foreign enemy hostilities, whether war be declared or not, civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of any road traffic legislation

## 5 Riot and Civil Commotion

Any accident, injury, loss or **Damage** arising during or in consequence of riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands, except so far as is necessary to meet the requirements of any road traffic legislation.

## 6 Vehicle Registration

Any accident, injury, loss or **Damage** except as a result of unauthorised movement, if any vehicle is registered elsewhere than in Great Britain, the Isle of Man, the Channel Islands or Northern Ireland.

## 7 Own Damage Limit

The maximum amount payable under this Policy in respect of any one claim or number of claims arising out of one cause for Fire Theft or **Damage** is £2,500,000.

## 8 Terrorism

Any loss of or **Damage** to property or any subsequent loss or legal liability directly or indirectly caused by contributed to by or arising from terrorism or any action taken in controlling preventing or suppressing or in any way relating to terrorism.

In any action, law suit or other proceedings or where we state that any loss or **Damage** is not covered by this section it will be your responsibility to prove that they are covered.

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

However, we will provide the minimum cover you need under the Road Traffic Act.

# General Conditions

## 1 Claims procedure

- a As soon as reasonably possible after **you** are aware of any accident, injury, loss or **damage**, **you** or **your** legal representatives must telephone **us** giving full details of the incident. Any communication **you** receive about the incident should be sent to **us** as soon as reasonably possible. **You** or **your** legal representatives must also let **us** know without undue delay if **you** are aware that anyone covered under **your policy** is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.
- b **You**, or anyone else claiming under **your policy**, must not admit to any claim, promise any payment or refuse any claim without **our** written consent. If **we** want to, **we** can take over and conduct in **your** name, or the name of the person claiming under **your policy**, the defence or settlement of any claim or take proceedings for **our** own benefit to recover any payment **we** have made under **your policy**. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under **your policy** shall give **us** all the information and assistance necessary for **us** to achieve a settlement.
- c Where there is a claim, or a number of claims, arising out of one incident, and this relates to payment for liability for loss of or **damage** to property, **we** may, at any time, pay **you** the full amount **we** are required to pay under **your policy** (less any sums **we** have already paid in compensation) or, any less amount for which claims can be settled and having done so, relinquish the conduct and control of such claims and be under no further liability for them. **We** will, however, be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

## 2 Cancellation

- a **You** may cancel **your policy**
  - i within 14 days of receiving **your policy** documents for the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements
  - ii if at any time **you** sell the business or sell all of the property insured shown in the schedule, or **you** cease trading.

If **you** cancel the **policy** **we** will return part of the premium proportionate to the unexpired **period of insurance** provided that no claims have been paid or are outstanding during the current **period of insurance**

- b Other than when **policy** Condition (4) Fraud applies, **we** may cancel **your policy** by sending **you** 14 days written notice to **your** last known address. **We** will return part of the premium paid proportionate to the unexpired **period of insurance** provided that
  - i no claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current **period of insurance**
  - ii **we** have not identified a breach of any Policy condition
  - iii immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement.

## 3 Fair presentation of the risk

**We** are keen to work in partnership with **you** and avoid any misunderstandings.

- a **You** must make a fair presentation of the risk to **us** at inception, renewal and variation of the **policy**.

Should **you** be in any doubt as to whether information should be presented to **us**, **you** must

- i discuss it with **your** insurance broker or adviser, or
- ii disclose it to **us**

## General Conditions *continued*

- b **We** may, at **our** absolute discretion, avoid the **policy** and refuse to pay any claims where any failure to make a fair presentation is:
  - i deliberate or reckless; or
  - ii of such other nature that, if **you** had made a fair presentation, **we** would not have issued the **policy**

**We** will return the premium paid by **you** unless the failure to make a fair presentation is deliberate or reckless.

- c If **we** would have issued the **policy** on different terms had **you** made a fair presentation, **we** will not avoid the **policy** (except where the failure is deliberate or reckless) but **we** may instead, at **our** absolute discretion;
  - i reduce proportionately the amount paid or payable on any claim, the proportion for which **we** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **we** would have charged had **you** made a fair presentation; and/or
  - ii treat the **policy** as if it had included such additional terms (other than those requiring payment of premium) as **we** would have imposed had **you** made a fair presentation.

For the purposes of this condition references to:

- a avoiding a **policy** means treating the **policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **policy**), the renewal date (where the failure occurs at renewal of the **policy**), or the variation date (where the failure occurs when the **policy** is varied),
- b refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires,
- c issuing a **policy** should be treated as the references to issuing the **policy** at inception, renewing the **policy** as the context requires,

- d premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

### 4 Non-payment/Consumer Credit Termination Clause

**We** may terminate **your policy** in the event that there is a default in any instalment payments due under a linked loan agreement.

### 5 Other Insurance

If at the time of any claim arising under **your policy** there is any other insurance policy covering the same loss, **damage** or liability, **we** will only pay **our** proportionate share of the claim. This condition does not apply to personal accident benefits under Section 5, which will be paid as indicated under that Section.

This provision will not place any obligation upon **us** to accept any liability under Section 4, which **we** would otherwise be entitled to exclude under Exclusion 1 of Section 4.

### 6 Your Duty to Prevent Loss or Damage

It is a **condition precedent** to **our** liability to make any payment under this **policy** that **you** must

- a take all reasonable precautions to prevent or minimise loss, destruction or **damage**, accident or injury
- b maintain **your vehicle(s)** in efficient and safe condition
- c make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require as soon as reasonably practicable
- d exercise care in the selection and supervision of **employees**

## General Conditions *continued*

- e comply with all relevant statutory requirements, manufacturer's recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons
- f **we** shall have, at all times, free access to examine **your vehicle** and **trailer(s)**.

### 7 Arbitration

Where **we** have accepted a claim and there is disagreement between **you** and **us** in accordance with the law at the time. When this happens, a decision must be made before **you** can take any legal action against **us**

### 8 Your Duty to Comply With Policy Conditions

**Our** provision of cover under **your policy** is conditional upon **you** or any other person covered by **your policy** observing and fulfilling the terms, provisions, conditions and **endorsements** of **your policy**.

### 9 Fraud

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

- a knowingly make a fraudulent or exaggerated **claim** under **your policy**;
- b knowingly make a false statement in support of a **claim** (whether or not the **claim** itself is genuine) or;
- c knowingly submit a false or forged document in support of a **claim** (whether or not the **claim** itself is genuine)

**We** will:

- a refuse to pay the **claim**;
- b declare the **policy** void from the date of the fraudulent act without any refund of premiums

**We** may also inform the police of the circumstances

### 10 Mileage

**We** reserve the right to establish the mileage on **your vehicle** at any time if **your policy** is rated on a selected annual mileage limit. Where the mileage limit has been exceeded **your** premium will be increased to that which applies to a higher mileage limit. If **we** become aware that the mileage limit has been exceeded at the time of a claim the additional premium will be deducted from the

claims payment. The higher premium will apply from the commencement of the **period of insurance**.

### 11 Refunds of Premium

**We** reserve the right to withhold the premium **you** have paid for any vehicle which has been the subject of a claim under **your policy** where payment has been made or is likely to be made.

### 12 Motor Insurance Database

**You** must supply details of all **your vehicles** covered on **your policy** as required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database.

### 13 Alteration of Risk

**You** must tell **us** as soon as possible during the **period of insurance** of any change

- a any special feature to the **your vehicle**
- b the location of **your vehicle**
- c the history of any driver
- d changes to the information **you** provided to **us** previously or any new information that increases the risk of loss under **your policy**.

Should **you** be in any doubt as to whether information should be presented to **us**, **you** must discuss it with **your** insurance broker or adviser or disclose it to **us**.

Upon being notified of any such alteration, **we** may, at **our** absolute discretion

- a continue to provide cover on the same terms
- b restrict the cover provided
- c impose additional terms
- d alter the premium
- e cancel the cover on the vehicle, on **your policy**

If **you** fail to notify **us** of any such alteration, **we** may, at **our** absolute discretion;

- a treat the **policy** as if it has come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **period of insurance**, if **we** would have cancelled the section and the **policy** had **we** know of the increase in risk.

## General Conditions *continued*

- b treat the **policy** as if it has contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **we** would have applied had **we** known of the increase in risk.
- c reduce proportionately the amount paid or payable on any claim, the proportion for which **we** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **we** would have charged had **we** known of the increase in risk.

### 14 Rights of Recovery

If the law in any country in which **your policy** operates requires **us** to settle a claim which, if the law had not existed, **we** would not be obliged to pay **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

### 15 Financial or Trade Sanctions

The **insurers** shall not provide cover or be liable to provide any indemnity or payment or other benefit under this **policy** if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** the **policyholder** or the **insurers** may cancel that part of this **policy** which is prohibited or restricted with immediate effect by sending written notice to the other at their last known registered address.

If the whole or any part of the **policy** is cancelled the **policyholder** shall be entitled to a proportionate return of premium calculated from the date of cancellation of cover subject to minimum premium requirements and provided no claims have been paid or are outstanding.

# Complaints Procedure

**We** aim to provide **you** with a first class service. If **we** have not delivered the service that **you** expect or **you** are concerned with the service provided, **we** would like the opportunity to put things right.

## Our Complaints Process

If **your** complaint relates to the sale of **your policy** **you** should direct **your** complaint to the agent who sold **you your policy**.

If **your** complaint relates to the administration of **your policy you** should address this to:

Underwriting Manager  
BIB Underwriters Limited  
2<sup>nd</sup> Floor  
Pioneer House  
Pioneer Court  
Darlington  
DL1 4WD

Telephone:  
01325 385300

Email:  
[uw@bibinsurance.co.uk](mailto:uw@bibinsurance.co.uk)

If **your** complaint relates to the handling of a claim **you** should address this to:

AXA Insurance  
Commercial complaints  
AXA House  
4 Parklands  
Lostock  
Bolton  
BL6 4SD

Telephone:  
01204 815359

Email:  
commercialcomplaints.INS@axa-insurance.co.uk

## What to Do If You Are Still Not Satisfied

If **you** are still unhappy after **our** review, or **you** have not received a written offer of resolution within 8 weeks of the date **we** received **your** complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS). The FOS is

an independent body that arbitrates on complaints. They can be contacted at:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:  
0800 0234567 (for landline users)  
0300 1239123 (for mobile users)  
E-mail:  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website:  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Your Rights

**Your** rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Services will not adjudicate on any cases where litigation has commenced.

## Financial Service Compensation Scheme

BIB Underwriters Limited and the insurers of this **policy** are covered by The Financial Services Compensation Scheme (FSCS)

If **we** are unable to meet **our** obligations, **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

# How We Use Your Information

Please read the following carefully as it contains important information relating to the details that **you** have given **us**. **You** should show this notice to any other party related to this insurance.

## Who We Are

This product is underwritten by AXA Insurance UK plc.

**You** are giving **your** information to AXA Insurance UK plc, which is a member of the AXA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

## How Your Information Will Be Used and Who We Share It With

**Your** information comprises of all the details **we** hold about **you** and **your** transactions and includes information obtained from third parties.

If **you** contact **us** electronically, **we** may collect **your** electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by **your** service provider.

**We** may use and share **your** information with other members of the Group to help **us** and them

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop **our** services, systems and relationships with **you**;
- Understand **our** customers' requirements;
- Develop and test products and services.
- **We** do not disclose **your** information to anyone outside the Group except
- Where **we** have **your** permission; or
- Where **we** are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to **us**, **our** partners or **you**; or
- Where **we** may transfer rights and obligations under this agreement.

**We** may transfer **your** information to other countries on the basis that anyone **we** pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which **you** provided it. Details of the companies and countries involved can be provided on request.

From time to time **we** may change the way **we** use **your** information. Where **we** believe **you** may not reasonably expect such a change **we** shall write to **you**. If **you** do not object, **you** will consent to that change.

**We** will not keep **your** information for longer than is necessary.

## Sensitive Information

Some of the information **we** ask **you** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to carry out the services described in **your** **policy** documents. Please ensure that **you** only provide **us** with sensitive information about other people with their agreement.

## Fraud Prevention Agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

## How We Use Your Information continued

Please contact the Data Protection Liaison Officer at the address below if **you** want to receive details of the relevant fraud prevention agencies. number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

**We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI)

Under the condition of **your policy, you** must tell **us** about any incident (such as an accident, **fire, theft** or malicious **damage**) which may or may not give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the registers.

### Motor Insurance Database

Information relating to motor insurance policies 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 Insurers, the Police, DVLA/DVANI, the Insurance Fraud Bureau or other bodies permitted by law for purposes including, but not limited to

- Electronic Vehicle Licensing;
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders);
- Obtaining information if **you** are involved in a road traffic accident (either in the UK, the EEA or certain other countries).

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

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

## Changes to Your Policy

Please tell **your** insurance advisor of any changes to **your** circumstances, whether temporary or permanent, which may affect **your** insurance cover.

### Examples

- Change of address
- Change of **your vehicle**
- Change to the persons to be insured
- Additional Drivers, especially those under the age of 25
- Motoring convictions
- Change of use of **your vehicle**
- Change of occupation.

# Guidance When Making a Claim

## Claim Notification

Whilst **we** hope **you** never need the information it is better to be prepared for the unexpected.

Conditions that apply to the **policy** and in the event of a claim are set out in **your** policy booklet. It is important that **you** comply with all policy conditions and **you** should familiarise yourself with any requirements contained in the **policy**.

Directions for claim notification are included in the claims conditions and events that may give rise to a claim must be notified as soon as reasonably possible. Further guidance is contained in the **policy** under General conditions.

**You** should initially notify **us** of **your** claim by phone, **Your** initial claim contact number is shown in **your policy** documentation. If **we** then decide that **we** need an accident report form **we** will send one which **you** should complete and return without undue delay.

Ideally when **you** call **you** will provide

- Name, address and contact phone number(s) (for **you** and the driver of **your vehicle** if not **you**). **We** will ask for information about convictions so please try and have driving license(s) available when **you** call
- Personal details necessary to confirm **your** identity
- **Your policy** number
- Information about **your vehicle** and any **damage** it sustained
- Details of the accident or claim circumstances (when, where and how it happened)
- Details of any witnesses and the Police or any other emergency service that was called
- Details of the other party or parties involved including information about **damage** to their vehicle or property and any injuries that anybody might have sustained
- Where appropriate, **your** thoughts on who was to blame for the accident.

**We** may request additional information (e.g. a sketch plan). Also, sometimes **we** may wish to meet with **you** or undertake further investigations, but **we** will advise **you** about that when **you** call to report the incident. Claims conditions require **you** to provide **us** with any reasonable assistance or evidence that **we** require.

## Vehicle Repair

**We** take pride in the claims service **we** offer to **our** customers. Where **your policy** provides cover for **damage** to **your vehicle** **we** have a network of recommended repairers who will collect and redeliver **your vehicle**. Where provided for under **your policy**, they will also provide a courtesy vehicle to keep **you** mobile. The repair process will commence once the vehicle arrives on their premises. To ensure there is no effect on any existing warranty **you** may have they provide a lifetime guarantee on all paint and bodywork repairs.

Where **you** choose not to use one of **our** recommended repairers **we** will arrange for the damaged vehicle to be examined by one of **our** motor engineers to agree repairer. The inspection should happen within 2 working days of **you** providing repair details to **us**.



[www.bibu.co.uk](http://www.bibu.co.uk)

BIB Underwriters Limited  
2nd Floor, Pioneer House,  
Pioneer Court,  
Morton Palms,  
Darlington  
DL1 4WD