

# Classic Car Insurance Documents



**CAROLE NASH**  
The care it deserves

# Useful Numbers and Information

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## Customer Services

If you have any queries regarding this policy, please contact us:

Phone: 0800 093 2939

Email: [cherished@carolenash.com](mailto:cherished@carolenash.com)

## Making a Claim

Should you be in the unfortunate position of having to make a claim, our in-house 'Talking Claims' service removes much of the inconvenience and hassle to you.

Simply call

0800 804 7964.

More information can be found on page 7.

## Breakdown Assistance

Should you need to use breakdown assistance under the terms of this policy, simply call the number below:

In the UK: 0800 093 5318

In Ireland: 090 645 1972

Rest of Europe: 0044 1737 826 112

More information can be found on page 15.

## Legal Expenses

Should you require help to recover costs such as loss of earnings, a policy excess, hire of another vehicle or compensation for any injury you suffer as a result of an accident which was not your fault. This cover is included as part of your policy.

24hr Legal Helpline Tel No. 0333 241 9567

More information can be found on page 9.

## Foreign Use

Should you wish to travel to a country outside the EU which is not listed in your Policy Schedule, or if you wish to travel with your vehicle overseas for longer than is stated in your Policy Schedule, please call us on 0800 093 2942.

More information can be found on page 6.

# Important Information

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## Changes in your circumstances

You must tell Carole Nash Insurances immediately about any changes to the information set out in the Statement Of Fact, Certificate Of Motor Insurance or on your Policy Schedule.

More information can be found on page 9.

## Data Protection

Please check your insurers' privacy notice on the Statement of Fact for more information on how they use your information.

# Welcome

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We hope you find this booklet useful in ensuring you get the most out of your insurance policy.

Contained within this booklet is information about your policy cover. Please take time to read the policy wordings and your Carole Nash Terms of business (enclosed with your documents) as they contain vital information about your policy.

If you have any queries regarding this policy, please contact us:

Phone: 0800 093 2939

Email: [cherished@carolenash.com](mailto:cherished@carolenash.com)

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# Contract of Classic Car Insurance

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Details of your Insurer can be located in your Policy Schedule.

## Contract of Insurance

We will provide insurance under the terms, exceptions, conditions and endorsements of this policy, during any period for which we have accepted your premium. Please take time to read through your documents which contain important information about the details you have given.

The law of England and Wales will apply to this contract unless:

- you and the Insurer agree otherwise; or
- at the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Signed for and on behalf of the Insurers.



Ian Donaldson  
Chief Executive Officer  
Carole Nash Insurance Consultants Ltd

# Classic Car Insurance Policy Wording

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## Definitions

The following words or phrases have the meanings given below whenever they appear in the main Classic Car Insurance **policy** wording. These will be shown in bold.

### Agreed Value (if applicable)

This is the amount shown in the **Policy Schedule** that represents the value of **your vehicle**. This is the most **we** will pay **you** if **your vehicle** is lost, totally destroyed or where the reasonable cost of repairs is greater than the **agreed value**.

Note: **Agreed Value** can be considered only if **you** have submitted all necessary photographs (and valuation if required) and these have been received and accepted by Carole Nash Insurance Consultants Ltd. If this documentation has not been received and **your vehicle** is lost, totally destroyed or damaged, the most **we** will pay will be **market value**.

### Certificate of Motor Insurance

Evidence that **you** have the motor insurance required by law. It shows who may drive the vehicle and what it may be used for.

### Conditions

These describe **your** responsibilities and the procedures that **you** must follow. Failure to meet with **policy conditions** could mean that **you** do not have the full protection of **your policy** and that **we** may refuse to deal with **your** claim or reduce the amount of any claim payment.

### Endorsement

A change in the terms of the insurance that replaces the standard insurance wording, and is printed on, or issued with, the **Policy Schedule**.

### Excess

The amount **you** must pay towards any claim.

### Insurer/We/Our/Us

The **insurer** described in the **Policy Schedule**.

### Market Value

The cost of replacing **your vehicle** with one of the same make, model, specification, mileage and age, and that is in the same condition **your vehicle** was in immediately before the loss or damage **you** are claiming for.

### Period of Insurance

The period of time covered by this insurance (as shown in the **Certificate of Motor Insurance** and **your Policy Schedule**).

## Policy

The contract between **us** and **you** that is made up of the current **Policy Schedule**, **Certificate of Motor Insurance**, **Statement of Fact** and this booklet.

## Policyholder/The Insured

The person(s) or company or partnership named in the **Policy Schedule**.

## Policy Schedule/Amended Policy Schedule

The document showing the vehicle **we** are insuring and cover which applies. Please read the **Policy Schedule** carefully.

## Statement of Fact

The document completed by **you** or on **your** behalf which contains information **you** gave at the time the insurance was arranged and on that **we** have relied in providing this insurance.

## United Kingdom/UK

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

## You/Your

The person named as “the **insured**” in the **Policy Schedule**, or as “the **policyholder**” in any **Certificate of Motor Insurance** or renewal notice that applies to this insurance.

## Your Vehicle/Insured Vehicle

Any vehicle described in the **Policy Schedule** or specified in the current **Certificate of Motor Insurance**.

# Section 1 Liability to Others

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## What is covered

### Driving Your Vehicle

**We** will insure **you** for all the amounts **you** may be legally liable to pay for:

- death or injury to other people; or
- damage to another person’s property up to a maximum amount of £20,000,000 and claimants costs and expenses and any other costs and expenses up to £5,000,000

as a result of any accident **you** have while **you** are driving, using or in charge of **your vehicle**, or caused by a trailer, caravan or other vehicle that is attached to **your vehicle**, during the **period of insurance**.

### Cover for Other People

If **you** ask **us** to **we** will also cover the following people for legal liabilities to others:

- named drivers provided they are permitted to drive as shown on **your Certificate of Motor Insurance**.

- any person using, but not driving, **your vehicle** with **your** permission for social, domestic and pleasure purposes.
- any passenger travelling in or getting in or out of **your vehicle**.

### Business Use

If **your Certificate of Motor Insurance** allows business use, **we** will insure **your** employer or business partner against the events shown under 'Driving **your vehicle**' while **you** are working for that employer or partner, but not while using a vehicle provided by the employer or partner unless that vehicle is shown in the **Policy Schedule**.

### Emergency Medical Treatment

**We** will pay for emergency medical treatment after an accident involving any vehicle which this insurance covers.

The Road Traffic Act says **we** must provide this cover.

By law the person using the **insured vehicle** must pay the cost of emergency treatment. They should pass the bill for emergency treatment to **us** straight away along with a fully completed accident report form.

### Legal Personal Representatives

After the death of anyone who is covered by this insurance, **we** will deal with any claim made against that person's estate, provided that the claim is covered by this insurance.

### Legal Costs

If **we** agree in writing, **we** will pay for the following legal fees if they arise from a claim caused by an accident that is covered under this insurance:

- the solicitor's fee for representing anyone **we** insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest.

### Proceedings for Manslaughter or Causing Death by Dangerous, Careless or Inconsiderate Driving

**We** will pay fees for legal services to defend anyone **insured** under this **policy** if legal proceedings are taken against that person for manslaughter or causing death by dangerous, careless or inconsiderate driving. The following **conditions** will apply to this cover:

- **you** must ask **us** to provide it and **we** agree in writing;
- the death or deaths giving rise to the proceedings must have been caused by an accident covered by the **policy**;
- the accident that caused the death or deaths must have happened in the UK.

### What is not covered

These exceptions apply to the whole of Section 1 - Liability to others.

- death of, or bodily injury to any person arising out

of and in the course of their employment by the **policyholder** or by any other person claiming under this insurance. This does not apply if **we** need to provide cover due to the requirements of relevant laws.

- loss of, or damage to, any property belonging to (or in the care of) any person claiming under this section of the insurance.
- anyone covered by any other insurance.
- loss of or damage to any motor vehicle covered under this insurance.
- loss or damage to any vehicle, caravan or trailer being towed or attached to **your vehicle** and any property carried in or on them.
- anyone who does not hold a valid licence for driving **your vehicle**.
- the legal liability of anyone who is not driving but who is claiming cover if they know that the driver does not have a valid licence to drive **your vehicle**.
- legal liability, being used on any part of an airport or airfield provided for aircraft movement, parking or maintenance; (except where **we** need to provide cover under road traffic law).
- any liability that arises while **your vehicle** is being used on a private property that is not a road within the meanings of the Road Traffic Act, unless the liability arises from an accident which happens while **your vehicle** is being driven.
- any legal cost or other amounts that **you** pay or agree to pay, or that any persons, company or firm claiming cover under this **policy** section pays or agrees to pay, without first getting **our** agreement.

## Section 2 Cover for Fire & Theft

### What is covered

If **your vehicle** is lost or damaged by fire, theft or attempted theft during the **period of insurance**, **we** will either repair or replace **your vehicle** or give the legal owner a cash payment. The most **we** will pay will be the **market value** of **your vehicle** immediately before the loss or damage or the **agreed value** of **your vehicle** if **your vehicle** is **insured** on that basis.

**We** can choose which of these actions **we** will take for any claim **we** agree to.

Where **your vehicle** is beyond economical repair **we** will pay **you** the **market** or **agreed value** if **your vehicle** is **insured** on that basis, including accessories and spare parts at the time they are lost or damaged. However, **we** will not pay more than the amount for which **you insured** them. Accessories and spare parts of **your vehicle**, which are in **your** private garage at

the time of the loss or damage, will also be covered. If **your vehicle** is **insured** on an **agreed value** basis (as stated in **your Policy Schedule**) in the event of a total loss **you** may be able to purchase the remaining salvage at the amount **your vehicle** will attract in the open market in its damaged condition. This will be decided on an individual claim basis.

If **we** are told that the vehicle belongs to someone else or if **you** are buying the vehicle under a hire purchase or leasing agreement, **we** will normally make the payment for the total loss of the vehicle to the legal owner.

## What is not covered

- the amount of the **excess** shown in the **Policy Schedule**.
- loss of value, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- damage to tyres by braking, punctures, cuts or bursts.
- loss or damage to any telephone, television, video, DVD video, traffic information system, system, satellite navigation or CB radio equipment fitted to or carried in the vehicle.
- depreciation in value of **your vehicle** after **you** have made a valid claim under this Section.
- loss or damage caused by deception.
- any loss or damage if **your vehicle** is left unlocked, **your vehicle** windows are left open or **your vehicle** keys are left in, on or about **your vehicle** while it is unattended.
- any loss or damage if **you** have exceeded the annual mileage limit.
- theft or unauthorised taking of the vehicle by a member of the **policyholder's** family or anyone normally living with **you**.
- compensation or expenses as a result of **you** not being able to use **your vehicle**.
- loss of or damage to accessories unless **your vehicle** is damaged or stolen at the same time.
- loss of or damage to **your vehicle** due to or occasioned by the impounding or destruction of **your vehicle** by an authorised body.
- the cost of repairing or replacing parts of **your vehicle** that improves **your vehicle** beyond its condition before the loss or damage happened.

## Section 3 Damage to Your Vehicle

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### What is covered

If **your vehicle** is damaged as a result of an accident, malicious damage or is vandalised during the **period**

**of insurance**, **we** will either repair or replace **your vehicle** or give the legal owner a cash payment. The most **we** will pay will be the **market value of your vehicle** immediately before the loss or damage or the **agreed value of your vehicle** if **your vehicle** is **insured** on that basis.

**We** can choose which of these actions **we** will take for any claim **we** agree to.

Where **your vehicle** is beyond economical repair **we** will pay **you** the market or **agreed value** if **your vehicle** is **insured** on that basis, including accessories and spare parts at the time they are lost or damaged. However, **we** will not pay more than the amount for which **you insured** them. Accessories and spare parts of **your vehicle**, which are in **your** private garage at the time of the loss or damage, will also be covered.

If **your vehicle** is **insured** on an **agreed value** basis (as stated in **your Policy Schedule**) in the event of a total loss **you** may be able to purchase the remaining salvage at the amount **your vehicle** will attract in the open market in its damaged condition. This will be decided on an individual claim basis.

If **we** are told that the vehicle belongs to someone else or if **you** are buying the vehicle under a hire purchase or leasing agreement, **we** will normally make the payment for the total loss of the vehicle to the legal owner.

## What is not covered

- the amount of the **excess** shown in the **Policy Schedule**.
- loss of value, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- damage to tyres by braking, punctures, cuts or bursts.
- loss of use.
- depreciation in value of **your vehicle** after **you** have made a valid claim under this Section.
- compensation or expenses as a result of **you** not being able to use **your vehicle**.
- theft or unauthorised taking of the vehicle by a member of the **policyholder's** family or anyone normally living with **you**.
- damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, insects, mildew or fungus.
- damage caused by frost, smog or any gradual process.
- any loss or damage if **your vehicle** is left unlocked, **your vehicle** windows are left open or **your vehicle** keys are left in, on or about **your vehicle** while it is unattended.
- any loss or damage if **you** have exceeded the annual mileage limit.
- any loss or damage caused by an inappropriate type

or grade of fuel being used.

- the cost of repairing or replacing parts of **your vehicle** that improves **your vehicle** beyond its condition before the loss or damage happened.
- loss of or damage to **your vehicle** due to or occasioned by the impounding or destruction of **your vehicle** by an authorised body.

## Section 4 Windscreen

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### What is covered

**We** cover loss or damage to the Windscreen or Window Glass for **your vehicle** and any damage to the bodywork caused by the broken glass. Please refer to **your Policy Schedule** for the amount of cover provided and the **excess**.

### What is not covered

Please refer to **your Policy Schedule**.

## Section 5 Personal Accident

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### What is covered

**We** will pay **you** or **your** legal representative the amount shown as personal accident in **your Policy Schedule** if **you**, **your** husband, wife or civil partner are accidentally injured whilst in or getting in or out of **your vehicle**.

**We** will pay out if within three months the injury results in:-

- death;
  - loss of sight in one or both eyes;
  - loss of one or more hands or feet;
- We** will only pay one benefit for death or injury to any person for any one incident.

### What is not covered

- death or injury caused by suicide or attempted suicide.
- any claim for injury or death where the person was under the influence of alcohol or drugs.

Please refer to **your Policy Schedule** for any other exclusions under this section of **your policy**.

## Section 6 Audio equipment cover

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Please refer to **your Policy Schedule** for cover details.

## Section 7 Wedding use

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If stated in **your Policy Schedule** **your policy** includes cover for **you** and any named drivers listed on **your Certificate of Motor Insurance** to drive the vehicle in connection with wedding use.

## Section 8 Foreign Use

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**We** provide the minimum cover required by law to allow **you** to use **your vehicle** in any of the following countries:

- any country, which is a member of the European Union.
- any country which the Commission of the European Communities is satisfied has made arrangements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

European Union (EU) compulsory cover does not apply when **you** are driving any vehicle that **you** do not own or have not hired under a hire purchase or leasing agreement.

In addition **we** will also provide the cover shown in **your Policy Schedule** while **you** are using **your vehicle** within the areas listed above.

While **you** are visiting these countries, **your** insurance will be extended to cover the following:

- **your vehicle** being moved (including loading and unloading) by sea, rail or air between the countries where **you** have cover.
- in the event of any incident which results in a claim under Section 2 - Cover for fire and theft, or Section 3 - Damage to **your vehicle**:
  - the cost of delivering **your vehicle** to **you** or to **your** home in the UK after necessary repairs have been finished; or
  - foreign customs duty **you** must pay because damage to **your vehicle** prevents its return to the **United Kingdom**.
- General Average and Salvage charges if **you** are liable.

**We** will only provide this cover if **your** permanent home is in the **United Kingdom**.

Important: The length of time that **we** will give cover for under this section in any one **period of insurance** will be limited. The number of days that **we** will provide this cover for will be specified in the **endorsements** shown in **your Policy Schedule**.

If **you** want to travel to a country that is not shown in **your Certificate of Motor Insurance**, or if **you**

wish to go for longer than the number of days shown in **your endorsement**, please contact **our** Customer Services team on 0800 093 2942.

## General exceptions

These general exceptions apply to the whole of this insurance.

**Your** insurance does not cover the following:

- any liability, accident, injury, loss or damage that happens while any vehicle covered by this insurance is:
  - being used for a purpose which the vehicle is not **insured** for;
  - in the charge of or being driven by anyone who is not described in the **Certificate of Motor Insurance** as a person entitled to drive;
  - is in the charge of anyone who is excluded from driving by an **endorsement**;
  - being driven by or in the charge of anyone who does not hold a driving licence;
  - being driven by or in the charge of anyone who is disqualified from driving, who does not hold a driving licence or who is prevented from holding one;
  - being driven by or in the charge of anyone who does not meet the terms and **conditions** of their driving licence;
  - being used on any part of an airport or airfield provided for aircraft movement, parking or maintenance; (except where **we** need to provide cover under road traffic law);
  - towing a caravan, trailer or other vehicle for a payment;
  - being used to carry passengers or goods in a way likely to affect the safe driving or control of the vehicle;
  - being used on any race track or off road activity of any description, (except where **we** need to provide cover under road traffic law);
  - carrying an insecure or unsafe load; and
  - use on a derestricted toll road where the public can pay to have access and where speed restrictions are temporarily or permanently suspended including the Nurburgring.
- any liability that **you** have agreed to accept unless **you** would have had that liability anyway.
- anyone who does not meet all the terms and **conditions** of this insurance.
- any loss, damage, injury or liability directly or indirectly caused by:
  - war, invasion, any act of terrorism, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, or any similar event (except where **we** need to provide cover to meet the compulsory motor insurance law);
- incidents caused by riot or civil unrest outside of England, Scotland, Wales, the Isle of Man or the Channel Islands;
- earthquake;
- ionising radiation or radioactive contamination from nuclear fuel, nuclear waste, or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts;
- pressure waves caused by aircraft and other flying objects; or
- carrying any dangerous substances or goods (except where **we** need to provide cover to meet the compulsory motor insurance law).
- any liability, loss or damage that happens outside the UK (apart from where cover is provided under European Union (EU) compulsory cover in Section 1 - Liability to others and Section 8 - Foreign use, or unless **you** have paid an extra premium to extend **your** cover).
- any proceedings brought against **you** outside the UK, unless they result from using **your vehicle** in a country which **we** have agreed to extend this insurance to cover.
- any liability, injury, loss or damage caused directly or indirectly by:
  - pollution, or
  - contamination unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:
    - sudden
    - identifiable
    - unintended
    - unexpected

The pollution caused by one incident will be considered to have occurred at the time the incident took place. This exception does not apply if any compulsory motor insurance law says **we** must provide this cover.

## Policy conditions

**You** must comply with the following **conditions** to have the full protection of **your policy**. If **you** do not comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

### 1. How to Make A Claim

Contact Carole Nash Insurance Consultants Ltd with full details immediately after any damage or accident that might result in a claim under this **policy**. **You** or any other person claiming under this **policy** must send any claim form, summons or other correspondence to Carole Nash immediately.

Carole Nash has a 'Talking Claims' service removes much of the inconvenience and hassle to **you**. Simply call 0800 804 7964.

If **you** are making a claim following the theft or attempted theft of, or malicious damage to, **your vehicle**, **you** must give immediate notification of the incident to the Police.

## 2. Defending or Settling the Claim

Unless they have **our** written permission, no person can represent or admit liability for **us** or for **you** or any other person claiming cover under this **policy**.

**We** can carry out the defence or settlement of any claim and **we** can choose the solicitor who will act for **you** in any legal action.

**We** can also take legal action in **your** name or the name of any other person covered by this **policy**, to recover any payment **we** have made under this **policy**. **You** must give **us** all the information and help **we** need to deal with the claim.

## 3. Other Insurance

If **you** were covered by any other insurance for the incident, which resulted in a valid claim under this **policy**, **we** will only pay **our** share of the claim.

However, in respect of any claim under Section 1 - Liability to others, **we** will not pay for any claim in respect of which **you** have cover under any other insurance **policy**.

## 4. Reasonable Precautions

**You** must take all reasonable steps to keep **your vehicle** in a safe and roadworthy condition and protect it from damage, including fire, theft or attempted theft, malicious damage and someone taking **your vehicle** without **your** permission.

The vehicle must be kept or used with a valid Department of Transport test (M.O.T.) certificate, if one is needed. **You** must also keep to all legal regulations relating to **your vehicle** and its ownership. **You** must allow **us** to examine **your vehicle** whenever **we** ask.

## 5. Keeping to the Terms of This Policy

**We** will only give **you** the cover that is described in this **policy** if:

- any person claiming cover has met with all its terms, **conditions** and endorsements, as far as they apply; and
- the declaration and information given on the **Statement of Fact** on which this contract is based, is complete and correct as far as **you** know.

## 6. Failure to Pay A Premium Instalment

If **you** fail to pay an instalment **you** will be charged a missed payment fee and be given a notice of cancellation.

If payment is not made within the period of this notice, the **policy** will be cancelled and **you** will be charged for the number of days cover that has been provided plus a cancellation fee will be made. Please refer to the Carole Nash Terms of Business for details.

## 7. Cooling Off Period

**You** have the right to cancel **your policy** for a period of 14 days, either from the day of purchase/renewal of the contract or from the day **you** receive **your policy** documentation, whichever is the later. If **you** exercise this right **you** will be charged for the number of days cover that has been provided plus a cancellation fee. Please refer to the Carole Nash Terms of Business for details.

There will be no refund if a total loss has occurred.

**You** may cancel **your policy** with immediate effect by notifying Carole Nash Insurance Consultants Ltd by phone or by post.

If **you** cancel within the 14 day cooling off period, **you** will receive a full refund of **your** Legal Expenses and **Breakdown** cover.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

## 8. Cancellation by You

**Your** insurance **policy** has been arranged for a period of 12 months and **you** are required to pay the full premium. If **you** cancel the insurance other than in accordance with point 7 'Cooling off period' and there have been no claims or incidents that could give rise to a claim, **you** will be refunded the unused part of **your** premium as stated in **your policy** documentation, less a Carole Nash cancellation fee, details of which can be found in the Carole Nash Terms of Business.

**Your** insurance premium will include a payment for **your** Legal Expenses and Breakdown cover which Carole Nash have included as part of the Carole Nash product. If **you** cancel **your** insurance, **your** Legal Expenses and **Breakdown** will be also be cancelled. **You** will be charged for the number of days cover that has been provided.

**You** may cancel **your policy** with immediate effect by notifying Carole Nash Insurance Consultants Ltd by phone or by post.

There will be no refund if a claim has occurred.

## 9. Our Right to Cancel

In the unlikely event that **your** existing **Insurer** or Carole Nash Insurance Consultants Ltd need to cancel **your policy**, **you** will be given seven days notice in writing. This will be sent to **your** last known address.

Valid reasons for cancelling include but are not limited to:

- if **you** do not pay **your** premium or instalment

payment by payment due date;

- where **we** reasonably suspect fraud or misrepresentation;
- if **you** do not provide **us** with information or documentation **we** reasonably require;
- where **you** have not taken reasonable care to provide complete and accurate answers;
- where **you** or anyone else covered by the insurance has not met the **policy** terms and **conditions**
- where a change in **your** circumstances means **we** can no longer provide cover.

Carole Nash will work out any refund (if applicable) for the unused part of **your** premium in line with the cancellation by **you** section of this **policy**. Carole Nash will also deduct a cancellation fee. Please refer to the Carole Nash Terms of Business for details.

Where **we** find evidence of fraud or deliberate misrepresentation **we** may void the **policy** back to the date when **you** first provided **us** with this information or the start of the **policy**.

Where fraud is identified **we** will:

- not return any premium paid by **you**;
- recover from **you** any costs **we**'ve incurred;
- pass details to fraud prevention and law enforcement agencies who may access and use this information.

Other **insurers** may also access this information.

Please bear in mind that it is an offence under the Road Traffic Act to drive, or permit a motor vehicle to be on a public highway or other public place, if **you** have not met the minimum insurance requirement.

## 10. Arbitration

If **we** accept **your** claim, but disagree with the amount due to **you**, the matter may be passed to an independent arbitrator. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

## 11. Avoiding Certain Terms and Right of Recovery

**We** may have to pay a claim because the law of a country which this **policy** operates in says **we** must. If **we** would not have paid this claim otherwise, **we** can ask for a refund from **you** or the person responsible for causing the claim.

## 12. Changes in your Circumstances

**You** must tell Carole Nash Insurance Consultants Ltd immediately about any change to the information set out in the **Statement of Fact, Certificate of Motor Insurance** or on **your Policy Schedule**. **You** must also tell Carole Nash Insurance immediately if any of the following happens:

- **you** or any driver receive any motoring convictions or fixed penalty **endorsements** (pending or not); or any accidents, claims, thefts or losses occur including fault and non fault, whether claimed for

or not on any motor vehicle **policy**;

- **you** or any other driver has been convicted of a criminal offence or have any possible prosecutions outstanding;
- the condition or specification of **your vehicle** changes (if **your vehicle** is covered on an **agreed value** basis);
- the main driver of **your vehicle** changes;
- the registered keeper of **your vehicle** changes;
- **you** change **your vehicle** for another one;
- any modifications to or alterations from the manufacturers standard specification, including any manufacturer or dealer fitted option, whether or not performance is altered or any other changes which could improve value, appearance, performance or handling;
- **you** change the place where **you** usually keep **your vehicle**;
- any driver develops a health condition which may affect their driving;
- the mileometer on **your vehicle** fails (applicable only if **you** have submitted an annual mileage declaration); or
- **you** change **your** occupation;
- **you** change **your** address;

This is not a full list. If **you** are not sure whether to report any change, please speak to Carole Nash Insurance Consultants Ltd. **We** may re-assess **your** cover and premium as a result of any important information **you** give and mid-term changes may be subject to additional fees, as detailed in **our** Terms of Business document.

If the information provided by **you** is not complete and accurate:

- **we** may cancel **your policy** and refuse to pay any claim;
- **we** may not pay any claim in full; or
- **we** may revise the premium and/or change the compulsory **excess**, or
- the extent of the cover may be affected.

## 13. Fraudulent Claims

If **you** or anyone representing **you**; makes a claim or part of any claim that is fraudulent, false or exaggerated;

**We** may:

- reject the claim or reduce the amount of payment **we** make;
- cancel **your policy** from the date of the fraudulent act and not return any premium paid;
- recover from **you** any costs **we**'ve incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- pass details to fraud prevention and law enforcement agencies who may access and use this

information. Other **insurers** may also access this information

## Legal Expenses Policy

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Motorplus Limited t/a Coplus and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from <https://register.fca.org.uk/> or by contacting 0800 111 6768.

### Definitions

The following words or phrases have the meanings given below whenever they appear in the Legal Expenses policy wording. These will be shown in bold.

#### Adverse Costs

Any legal **costs** (including profit **costs**, **disbursements**, VAT and interest) which the **insured person** pays the **opponent** by order of the court or with **our** prior written agreement. These may include, for example, the **opponent's** solicitor's **fees**, barrister's **fees** and/or expert's **fees**.

#### Approval, Approve(d), Approving

The act of **us** agreeing in writing to provide indemnity in accordance with the terms of this **policy**.

#### Consent

**Our** written agreement to a particular course of action (such as settling a claim).

#### Costs

Under this **policy we** will pay the following:

- the professional **fees** and **expenses** reasonably and properly charged by the **legal representative**, up to the standard rates set by the courts
- your opponents costs** which **you** are ordered to pay by a court, the most we will pay for all claims arising out of one event is £100,000

#### Cover Period

The period shown in **your** current Certificate of Motor Insurance.

#### Damages

Any sum that a court says **your opponent** must pay or money **your opponent** agrees to pay to settle **your** claim.

#### Disbursements

Any sum spent by the **legal representative** on behalf of the **insured person** in respect of services supplied by a third party, providing that:

- the **insured person** received the services;
- the **insured person** was responsible for paying the third party for the services;
- the **insured person** knew that the services were being provided by a third party;
- the services were in addition to and distinct from the services supplied by the **legal representative** to the **insured person** on their own account; and
- we have agreed the amount to be paid in advance of the third party being instructed.

**Disbursements** may include, for example, barrister's **fees** (provided that the barrister is not acting under a Conditional Fee Agreement) or expert's report **fees**.

#### Fees and Expenses

Any professional **fees** reasonably incurred by the **legal representative** in pursuit of the claim together with any **disbursements** that they incur or pay, including, where appropriate, value added tax. For the purposes of this definition, "reasonably incurred" shall mean **costs** that are deemed by a court to be reasonable.

#### Insurer

UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Insurance SE.

#### Legal Representative

Any appropriately qualified person (or company or firm) who has been **approved by us** to represent an **insured person** in pursuit of a claim against an **opponent**. "the **legal representative**" is a reference to the specific **legal representative** who acts in a particular claim.

#### Motor Insurance Policy

The **policy** of motor insurance for **your vehicle** which has been issued in accordance with the requirements of the Road Traffic Act 1988.

#### Opponent(s)

The third party responsible for the accident or collision which has given rise to an insured event under this **policy** and against whom the **insured person** wishes to bring a claim. Proceedings may not be issued against **us**, the **insurer** or **your** insurance broker or agent, nor may proceedings be issued against an employer where **you** are the employer and the driver is **your** employee.

## Part 36 Offer

Any offer made by an **opponent** to settle a claim which may or may not offer any admission of liability, which may be made by either party at any time during the duration of the claim and if it is to be accepted, must be agreed within 21 days of the offer being made. Such an offer has the potential to cause the **insured person** to pay part of their **opponent's costs** should the **insured person** reject an offer, continue with the legal proceedings and subsequently fail to obtain more than they were offered by the **opponent**, or should they accept outside the 21 day period. This includes offers made under Part 36 of the Civil Procedure Rules 1998.

## Policy

This before-the-event legal **expenses policy** providing cover for **adverse costs** and **fees and expenses**, together with the **Policy** Schedule and any endorsement which attaches to it.

## Proportionate Manner

In determining whether a claim can be pursued in a '**proportionate manner**' the factors **we** will take into account in assessing whether those **costs** are reasonable include but are not limited to:

- the prospects of success and the likely **costs** of pursuing the claim;
- the amount claimed and the amount that is likely to be recovered;
- the amount of **adverse costs** that **we** would be likely to pay if the claim was unsuccessful;
- the prospects of enforcing a judgment or agreement; and
- the circumstances of the insured incident, including the conduct of the insured person.

## Reasonable Prospects

'**Reasonable prospects**' means **we** deem there is a 51% or greater chance that **you** will be successful in **your** pursuit of legal proceedings. This means that **you** have a greater chance of winning than losing.

## Small Claims Track Limit

If **you** are resident in England or Wales, the most **you** can claim in the **small claims track** of the county court in England and Wales, **small claims track** limit being any claims under £10,000 or where **you** are pursuing a claim for personal injury any claim under £1,000.

## Territorial Limits (Motor Contract Cover)

The territorial limit is Great Britain, Northern Ireland, The Channel Islands and the Isle of Man.

## Territorial Limits (Uninsured Loss Recovery and Motor Prosecution Defence)

The European Economic Area (the European Union plus Iceland, Liechtenstein and Norway) and in

addition the Isle of Man, Jersey, Guernsey, Albania, Andorra, Bosnia Herzegovina, FYR Macedonia, Monaco, Montenegro, San Marino, Serbia, Switzerland and the European part of Turkey.

## Terrorism

Any direct or indirect consequence of **terrorism** as defined by the **Terrorism Act 2000** and any amending or substituting legislation.

## Uninsured Loss(es)

Any loss directly arising from the insured incident in question that is not covered by any other insurance **policy**.

## Vehicle

The **vehicle** specified in the **motor insurance policy**, which was being driven or ridden by a person entitled to drive or ride under the **motor insurance policy**, together with any trailer attached to such **vehicle** at the time of the insured Incident.

## We, Our, Us

MotorPlus Limited an insurance intermediary who is authorised to manage claims on behalf of the **insurer**.

## You, Your, Yourself, Insured Person

The named holder of this **policy** who lives in the United Kingdom together with any other person who is entitled to drive or ride the **vehicle** under the **motor insurance policy** (including any other person who is a passenger/pillion in the **vehicle**)

# Section 1 Uninsured Loss Recovery

**We** will pay the **costs** for **adverse costs** and **fees** and **expenses** for **you** to take legal action as a result of any road traffic accident being the fault of the **opponent** occurring within the **territorial limits** and during the **cover period** which covers the following:

- damage to the insured **vehicle**; or
- damage to any personal belongings within or on the insured **vehicle**; or
- **your** death or bodily injury while **you** are travelling in or on, or getting into or out of; or on or off the insured **vehicle**; or
- any other **uninsured losses** that **you** sustain.

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

- **your** claim has **reasonable prospects** of success;
- the claim can be pursued in a **proportionate manner**;
- the accident happened within the **territorial limit** and within the period of insurance;
- the incident was the fault of the **opponent**.
- **you** do not deliberately mislead **us** or the **legal**

**representative** or exaggerate the claim or bring any false or contrived claims;

- **we** have given written **approval** to pursuing a claim prior to **you** commencing any legal proceedings or making an appeal;
- **you** follow **our** or the **legal representative's** advice and provide any information they ask for;
- **your legal representative** follows the requirements set out in the **your legal representative** must do the following' section below.

**We** will not cover:

- **adverse costs** and **fees** and **expenses you** have paid directly to the **legal representative** or any other person without **our** prior written **approval**;
- any claim resulting from a road traffic accident not covered by the **motor insurance policy**;
- any legal action brought against **you**;
- any claim where **you** intend to represent **yourself** (known as a litigant-in-person) unless:
  - **we** have given prior written **approval**; or
  - the claim is allocated to the small claims track and has been accepted by **us**
- any claim which **you** settle or discontinue without **our consent**;
- any **costs, fees** or **expenses** incurred after **you** have rejected **our** or the **legal representative's** advice to settle or discontinue a claim;
- any fines, penalties or **damages you** are ordered to pay by a court or similar authority;
- disputes arising from parking offences;
- any claim where the **opponent** cannot be traced or identified, or is not insured for the risks of a claim;
- any claims where **you** have instructed the **legal representative** to stop acting on **your** behalf or where the **legal representative** has refused to continue to represent **you**;
- any **costs, fees** or **expenses** following **you** breaching the terms of this **policy** (see 'you must do the following' below);
- any **costs** awarded by the court as a result of **your** unreasonable behaviour or that of **your legal representative**;
- where **you** have disregarded **our** advice to accept a **part 36 offer** to settle a claim;
- where **we** have advised the insured person that their claim would be best settled by other means than the issue of legal proceedings in a court of law within the United Kingdom.

**You** must do the following - failure to do so will result in cover being withdrawn for **adverse costs, fees** and **expenses**:

- provide promptly any other supporting information **we** or the **legal representative** ask for;

- keep **us** and the **legal representative** informed of any matters that might affect the chances of success in the claim, the amount of **damages** that are likely to be recovered, or the amount of the **costs** of the claim;
- keep **us** informed (or ask the **legal representative** to keep **us** informed), particularly if any offers have been made;
- get **our** written **consent** before any **part 36 offer** or other offer of settlement is accepted or rejected;
- get **our** written **consent** before any claim is discontinued;
- take reasonable steps to keep all **costs, fees** and **expenses** as low as possible;
- attend court or go to any expert examination when asked to do so;
- act upon any order for **costs** promptly;
- not do anything to impede any negotiations about **costs** or any assessment of **costs**;
- provide **us** with access to **your legal representative** and authorise them to keep **us** informed of the progress of the claim and any other relevant matters;
- allow **us** to have any legal bill audited or assessed.

## Settling Claims in Particular Circumstances

**We** have the right to:

- settle a claim by paying the amount in dispute;
- settle the **costs** covered by this **policy** if there is no other way of getting these **costs** back;

## Section 2 Motor Prosecution Defence

**We** will pay the **costs** of defending **your** legal rights (including making an appeal against **your** conviction or sentence) after any event which results in criminal proceedings being brought against **you** for an offence relating to **your** ownership or use of the insured **vehicle**.

Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome.

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

- the proceedings arise from an event that occurred within the **territorial limits** and within the **cover period**;
- the proceedings will be decided by a court within the **territorial limits**;

**We** will not provide cover for the following;

- parking offences for which **you** do not receive penalty points against **your** licence;
- driving or riding while under the influence of alcohol

- or drugs;
- driving or riding without valid motor insurance;
- any offence which would be covered under **Uninsured Loss** Recovery, Section 1;
- where **you** qualify for legal aid;
- fines, penalties, or compensation orders, or applications for judicial review.

## Section 3

# Motor Contract Cover

**We** will pay the **costs** of **you** taking or defending legal action as a result of any action arising from a contract **you** have to:

- buy, hire or sell the insured **vehicle** or its spare parts or accessories; or
- service, repair or test the insured **vehicle**.

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

- **you** entered into the contract within the **territorial limits**;
- the dispute first arose within the **cover period**;
- any legal action is brought within the **territorial limit**; and
- after taking into account the view of **your legal representative**, in **our** opinion **you** are more likely to succeed than not when recovering **damages**, defending the legal action or settling the dispute in another way.

**We** will not provide cover for the following:

- the first £100 of every claim under this section;
- any event which occurs within the first three months of this **policy**, unless the claim is for new goods or services bought after the start of this **policy**;
- any contract where the amount in dispute is less than:
- £1,000 for buying, selling or hiring the insured **vehicle**; or
- £250 for servicing, repairing or testing the insured **vehicle**;
- a dispute over the amount of money or other compensation due under an insurance **policy**;
- a dispute which arises following **your** deliberate breach of a contract.

## Exclusions That Apply to All of the Legal Expenses Policy

### Fraudulent Claims

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

- fails to reveal or hides a fact likely to influence

whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your policy**;

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

If **your** claim is in any way dishonest or exaggerated then **we** will not pay any benefit under this **policy** or return any premium to **you** and **we** may cancel **your policy** immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

**We** will not provide cover for the following:

- any claim that is not notified to **us** as soon as is reasonably possible after the date of event when the claim may be prejudiced by late notification.
- any claim arising out of an **insured person's** alleged dishonesty or violent conduct.
- any claim arising out of an **insured person's** alleged use of drugs or alcohol.
- disputes arising, from or relating to:
  - criminal prosecutions or family proceedings, the exclusion for cover in respect of criminal prosecutions shall not apply if **you** are making a claim for motor criminal prosecutions, under section 2 motor prosecution defence of this **policy**;
  - judicial review or applications for judicial review;
  - enforcement proceedings;
  - the terms and **conditions** of this **policy**, including alleged rights of a person other than **you** to enforce the terms of this **policy**. For the avoidance of doubt no person other than those defined under the definition of **insured person** shall be entitled to claim against this **policy**.
- any **adverse costs** or **fees and expenses** in any claim where those **costs** are covered by another insurance **policy** or similar scheme including cover arising by virtue of an **insured person's** trade union membership.
- Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- claims in respect of damage or losses arising from races, rallies or competitions, or claims where the **vehicle** has not been maintained in accordance with the manufacturer's recommendations and/or instructions - including servicing and **vehicle** faults.
- claims in excess of the limit of indemnity of £100,000 for any one claim.

## Conditions That Apply to All of the Legal Expenses Policy

### Legal Representative

- Before legal proceedings are issued, a representative from **our** panel will be appointed to act for **you** to pursue, defend or settle any claim **we** have accepted in accordance with the terms and conditions of this **policy**;
- Should legal proceedings need to be issued or have been issued against **you**, or where there is a conflict of interest, **you** can choose a non-panel solicitor of **your** choosing. **You** must inform **us** in writing of the full name and address of the representative **you** want to act for **you**;
- If there is any dispute over **your** choice of solicitor **you** will be asked to nominate an alternative. If, after having done so, **we** are still not able to agree, **you** may escalate the matter in accordance with the Arbitration condition of this **policy**. Until the complaint has been resolved, or until such time as an arbitrator has reached a decision, **we** shall be entitled to appoint a **legal representative** from **our** panel in order to protect **your** interests in any legal proceedings;
- If **you** do select to appoint **your** own solicitor, this insurance will not cover expenses over and above the **costs** that **our** panel would charge in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the claim and the location and class of solicitor that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree

to pay additional **fees** if **we** feel the situation warrants it. This will remain entirely at **our** discretion;

- The **legal representative** or solicitor of **your** choosing will have direct contact with **us** and must fully cooperate with **us** at all times, and **you** must cooperate with **your** representative, providing all necessary information and assistance to them as required;
- Any solicitor that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. **You** agree to **us** having access to the **legal representative's** or solicitor's (as the case may be) file relating to **your** claim. (**You** will be considered to have provided express **consent** to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

### Arbitration

- If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 19. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.
- If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and any amending or substituting legislation and will be binding on both parties. The **costs** of the arbitration shall be at the discretion of the arbitrator.
- If **we** are not able to agree on the appointment of an arbitrator, **we** shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

### Statutory Regulations

- In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

### Proportionality

- Where an award of **damages** is the only legal remedy to a dispute and the cost of pursuing civil proceedings is likely to exceed the value of any such award of **damages**, the most the **insurer** will pay in

respect of legal **costs** is the value of the likely award of **damages**.

### Severability

– If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

### Acts of Parliament

– All references to Acts of Parliament in this **policy** shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

### Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting [www.coplus.co.uk/data-privacy-notice](http://www.coplus.co.uk/data-privacy-notice).

### Cancellation Right

Please refer to the main cancellation section on page 8 for details.

### Making a Claim

The claims procedure outlined below is administered by Motorplus Limited. If **you** need to make a claim under section 2 or 3, please call 0333 241 9567.

If **you** need to make a claim under Section 1, please contact Carole Nash Insurance Consultants Ltd on 0800 804 7964.

Carole Nash Insurance Consultants Ltd will pass the details of **your** claim on to a solicitor.

### Legal Helpline

Carole Nash Legal **Expenses** includes access to Legal Helpline to give advice, 24 hours a day, 365 days a year, on any personal legal matter. **We** may record the calls to protect **you**. Legal Helpline Tel. No. 0333 241 9567. **We** agree to cover **you** under the terms and conditions of this **policy**.

## UK & European Breakdown Recovery Policy

UK and European, roadside assistance and vehicle recovery is underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the

Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. AXA Assistance (UK) Limited operates the 24-hour motoring assistance helpline.

### Definitions

The following words or phrases have the meanings given below whenever they appear in the **Breakdown Assistance** policy wording. These will be shown in bold.

#### Breakdown

Where the **insured vehicle** cannot be driven due to an electrical or mechanical fault, the theft or loss of keys, a flat tyre, or running out of fuel.

#### Insured Vehicle

Any vehicle specified in the Policy Schedule or described in the current Certificate of Motor Insurance.

The **insured vehicle** must be no more than:

- 3.5 tonnes when fully loaded;
- 5.5 metres (18 feet) long;
- 2.3 metres (7 feet 6 inches) wide.

This also includes any caravan or trailer attached to **your** motor vehicle (as long as it is no longer than 7.6 metres (25 feet) long, including the towbar).

#### Period of Insurance

The period shown in **your** current Certificate of Motor Insurance.

#### Territorial Limit

The territorial limit for Section 4 is Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

The territorial limit for Section 5 is Andorra, Austria, Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

#### We, Us, Our

Inter Partner Assistance S.A. UK Branch and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

#### You, Your

The person named in **your** current Certificate of Motor Insurance and any person authorised to drive or be a passenger in the **insured vehicle**.

## Section 4

# UK assistance

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### What is covered under Section 4

#### Home and Roadside Assistance

**We** will come out to the **insured vehicle** if **you** can't ride it after a **breakdown**, accident, or an act of vandalism within the **territorial limit** and within the **period of insurance**.

**We** will try to repair the **insured vehicle** at the roadside. The repair work will be free of charge, for up to one hour, but **you** must pay the cost of any parts, fuel or other supplies used to repair the **insured vehicle**.

If **we** have to make a forced entry to the **insured vehicle** because **you** are locked out or have lost **your** keys, **you** must sign a declaration, saying that **you** will be responsible for the damage.

If **we** cannot repair the **insured vehicle** at the roadside and it cannot be repaired the same day at a local garage after being recovered by **us**, **we** will arrange and pay for one of the following:

#### Onward Travel

**We** will arrange and pay for the **insured vehicle**, **you** and one passenger to continue with **your** journey to **your** destination, or to return home; or

#### Hotel Accommodation

If **you** are more than 50 miles from **your** home address, **we** will pay for the cost of bed and breakfast for **you** and **your** passengers. The most **we** will pay is £50 per person. **You** must pay for any extra hotel costs; or

#### Car Hire

**We** will arrange and pay for a hire car, up to 1600cc, for up to 24 hours. **You** must have a valid driving licence with **you**, and pay a deposit to the hire-car company by credit card, to cover the cost of the fuel **you** use, insurance and any extra days' hire.

**We** will provide car hire as long as **you** are between 25 and 65 years old. **We** will try to arrange something for **you** if **you** are under 25 or over 65, but **we** cannot guarantee that **we** will be able to help. **You** might not be able to get a hire car if **you** have endorsements on **your** driving licence.

**We** will choose the most appropriate solution from the options above.

#### Storage

If the **insured vehicle** has to be stored after **we** have recovered it, **we** will pay for the cost of storing the **insured vehicle**. The most **we** will pay is £50.

#### Medical Assistance

If **you** have to go into hospital after an accident, within the **territorial limit** and within the **period of insurance** and are more than 20 miles from **your** home, **we** will pay for one nights' bed and breakfast in a hotel **we** choose, for **your** passenger(s). The most **we** will pay is £100 a person. **You** must pay for any extra hotel costs. **We** will also arrange for an ambulance to take **you** to a hospital near **your** home if medically necessary, the maximum that **we** will pay is a total of £300. A doctor must give permission before **we** do this.

#### Replacement Driver

If **you** are the only driver and cannot drive because **you** are ill or injured within the **territorial limit** and within the **period of insurance**, **we** can arrange and pay for a replacement driver to take **you**, the **insured vehicle** and **your** passengers to **your** home address within the **territorial limit**.

#### Message Service

**We** can get a message to a person **you** have chosen, if **your** journey has been delayed as a result of a **breakdown**, accident, or an act of vandalism within the **territorial limit** and within the **period of insurance**.

#### Broken Glass

**We** can arrange for an approved supplier to come out to **you** to replace any broken glass, but **you** will have to pay for the work they do.

#### Accidents

**We** will come out to the **insured vehicle** if **you** cannot drive it after an accident. **We** will pay the recovery charges on **your** behalf, but will be entitled to ask **you** for all reasonable help to take action in **your** name to get **our** costs refunded from another organisation.

#### Claims

**We** shall not be responsible for more than four claims against the service during any 12 month period. Once the maximum number of claims has been reached, a referral service will be offered. All costs will be charged to **you**.

## Section 5

# European assistance

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**We** will provide the cover of this Section as long as **you** are not travelling outside the UK for more than 91 days at a time.

The most **we** will pay for all claims arising out of one event under this Section is £2,500 subject to the terms and conditions of this policy.

## What is covered under Section 5

### Roadside Assistance and Recovery

**We** will come out to the **insured vehicle** if **you** cannot drive it after a **breakdown**, an accident or an act of vandalism within the **territorial limit** and within the **period of insurance**.

**We** will arrange and pay for it to be taken to the nearest repairer.

If **you** have a problem on a motorway outside the UK or the Republic of Ireland, **you** will have to use a roadside telephone. **You** will be connected to the authorised motorway service, not **our** control centre.

**You** may have to pay for the cost of labour and towing the **insured vehicle** on the spot, but **you** can claim these costs back from **us** when **you** get home by calling **us** on 0800 093 5318.

### Vehicle Repatriation

If the **insured vehicle** cannot be repaired in Europe, or by the time **you** have to get home, **we** will arrange and pay for it to be taken to the nearest garage to **your** home address in the UK.

**You** must give **us** a signed list of any items that are left in, or on, the **insured vehicle**. **We** will not be responsible for the loss of, or damage to, any items that are not on this list.

**We** will only repatriate **your** vehicle to the UK if **we** believe the cost of doing so would be less than the market value of the vehicle in the UK following the loss or damage.

### Storage

If the **insured vehicle** has to be stored whilst **you** are waiting for it to be recovered or taken back to the UK by **us**, **we** will pay for the cost of storing the **insured vehicle**. The most **we** will pay is £100.

### Onward Travel and Accommodation

If the **insured vehicle** cannot be repaired the same day of being recovered by **us**, **we** will arrange and pay for one of the following:

#### Hotel Accommodation

Up to three nights' bed and breakfast accommodation for **you** and **your** passengers. The most **we** will pay is £50 a night for each person, provided **your** original accommodation has been pre-paid and **you** cannot get **your** money back. **You** must pay for any extra hotel costs.

or

#### Car Hire

A hire car, up to 1600cc, for up to 14 days, so **you** can carry on with **your** journey, as long as the **insured vehicle** has been recovered by **us**. **You** must have a valid driving licence, and pay a deposit to the car-hire company by credit card, to pay for the fuel **you** use and any extra days' hire. **We** cannot guarantee that

a vehicle with accessories such as roof racks and tow bars will be available. **You** might not be able to get a hire car if **you** have endorsements on **your** driving licence. **We** will provide this cover as long as **you** are between 25 and 65 years old. **We** will try to arrange something for **you** if **you** are under 25 or over 65, but **we** cannot guarantee that **we** will be able to help.

or

### Rail

A standard-class rail ticket for **you** and **your** passengers, so **you** can carry on with **your** journey, or to get **you** home.

**We** will choose the most appropriate action from the options above.

### Replacement Driver

If **you** are the only driver and cannot drive because **you** are ill or injured within the **territorial limit** and within the **period of insurance**, **we** can arrange and pay for a replacement driver to take **you**, the **insured vehicle** and **your** passengers to **your** home address in the UK.

### Message Service

**We** can get a message to a person **you** have chosen if **your** journey has been delayed as a result of a **breakdown**, an accident or an act of vandalism within the **territorial limit** and within the **period of insurance**.

### Parts Delivery

If the parts needed to repair the **insured vehicle** are not available locally, **we** will arrange and pay for these parts to be delivered.

### Accidents

**We** will come out to the **insured vehicle** if **you** cannot drive it after an accident. **We** will pay the recovery charges on **your** behalf but will be entitled to ask **you** for all reasonable help to take action in **your** name to get **our** costs refunded from another organisation.

### Claims

**We** shall not be responsible for more than four claims against the service during any 12 month period. Once the maximum number of claims has been reached, a referral service will be offered. All costs will be charged to **you**.

## What is not covered under Sections 4 and 5

**We** will not provide cover for the following:

- any costs **we** have not agreed to;
- any costs **you** would normally have to pay, such as petrol and toll charges;

- an **insured vehicle** that is not kept in a good mechanical and roadworthy condition, or serviced according to the manufacturers' recommendations;
  - an **insured vehicle** without a current MOT certificate (if one is needed);
  - the **insured vehicle** being used for any criminal act;
  - anything to do with alcohol, drugs or solvent abuse;
  - an **insured vehicle** if **you** call **us** out for a problem **you** have called **us** about before, but have not, in **our** opinion, tried to get the problem fixed since the last time **you** called **us** out;
  - an **insured vehicle** we cannot recover because of bad weather conditions, like floods, snow or high winds, or because **your** vehicle is stuck in sand or mud. If specialist equipment is needed to recover **your** vehicle, **you** will have to pay the extra cost;
  - any release fees **you** have to pay if **your** vehicle is stolen and recovered by the Police;
  - any loss or damage that is the result of the **breakdown**, accident or act of vandalism;
  - mobile phone and telephone call costs - mobile phones are convenient but expensive. Even if **you** ask someone to call **you** back on **your** mobile, **you** may still have to pay for the call. These costs are not covered under **your** policy in any circumstances;
  - the cost or the quality of repairs when **your** vehicle is repaired in any garage to which the vehicle is taken;
  - the cost for the recovery or repair vehicle coming out to **you** if, after requesting assistance to which **you** are entitled, **your** vehicle is moved, recovered or repaired by any other means;
  - any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret, or deal with any date change;
  - the **insured vehicle** being used for racing, rallies or competitions;
  - claims directly or indirectly caused by, contributed to or arising from
    - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel, or
    - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; and
  - claims arising from war, invasion, riot, revolution or a similar event.
  - any claim or any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.
  - in the United Kingdom, call **us** on 0800 093 5318.
  - in the Republic of Ireland, call **us** on 090 645 1972.
  - outside the United Kingdom and Republic of Ireland, call **us** on 0044 1737 826 112.
  - **our** operator will ask **you** for the following:
    - where **you** are;
    - **your insured vehicle** registration number;
    - the make and colour of **your** vehicle;
    - a telephone number **we** can contact **you** on;
    - details of what has happened;
  - do not make **your** own arrangements;
  - **you** and **your** passengers must be with the **insured vehicle** when the repair or recovery vehicle arrives, unless **you** have made other arrangements with **us**.
- If **you** have a problem on a motorway outside the UK or the Republic of Ireland, **you** will have to use a roadside telephone. **You** will be connected to the authorised motorway service, not **our** control centre. Once **you** reach a place of safety, **you** must call **our** control centre on 0044 1737 826 112. **You** may have to pay for the cost of labour and towing the **insured vehicle** on the spot, but **you** can claim these costs back from **us** when **you** get home by calling **us** on 0800 093 5318.

## Breakdown Recovery Policy Condition

### Authorisation

Should **you** be unwilling to accept **our** decision or that of **our** agents, on the most suitable form of assistance to be provided. **We** will pay **no** more than £100 for any one **breakdown** towards **your** preferred form of assistance.

### Data Protection

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, **policy** administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

**We** collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of **you** or others involved in

## What to do if you have an accident or a breakdown

**your** insurance claim, in order to evaluate **your** breakdown assistance claim and provide other services as described in this **policy**;

- a. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with a breakdown assistance claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- b. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- c. obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the **breakdown** claim, which **you** have provided for the purpose of validating **your** claim; and
- d. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

**We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

**We** carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this **policy** and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

**You** are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance S.A. UK Branch or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer  
The Quadrangle

106-118 Station Road  
Redhill  
RH1 1PR  
UK

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)  
**Our** full data privacy notice is available at: [www.axa-assistance.co.uk](http://www.axa-assistance.co.uk). Alternatively, a hard copy is available from **us** on request.

## Complaints Procedure

Whilst **we** will make every effort to maintain the highest standards, **we** recognise that there may be some occasions when **we** fail to satisfy the particular requirements of **our** customers. **We** therefore have procedures in place to investigate and remedy any area of concern.

### If Your Complaint is in Relation to Carole Nash

If **you** wish to complain about the services provided by Carole Nash, such as the way **your** policy was sold to **you**, please contact Carole Nash:

By phone: 0800 298 5511

In writing:

Compliance and Risk Team  
Carole Nash Insurance Consultants Ltd  
Embankment West Tower,  
101 Cathedral Approach,  
Salford,  
M3 7FB

E-mail: [complaints@carolenash.com](mailto:complaints@carolenash.com)

### If Your Complaint is in Relation to The Insurer

If **your** complaint is in relation to the insurer, please write to the Chief Executive at the address shown in **your** Policy Schedule.

If **your** Insurer is a Lloyd's syndicate (**your** Policy Schedule will show this), **you** may also raise **your** concerns with the Lloyd's Policyholder and Market Assistance Department.

The address is:

Lloyd's Policyholder and Market  
Assistance Department  
Lloyd's Market Services  
One Lime Street  
London  
EC3M 7HA

Phone: 0207 327 5693

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

### If Your Complaint is in Relation to Motoring Legal Expenses Policy:

Please write to:

Quality Assurance Team  
Coplus  
Floor 2  
Norfolk Tower

48-52 Surrey Street  
Norwich  
NR1 3PA  
Phone: 0333 241 9580  
Fax: 01603 420 010  
Phone: 0333 241 9580  
Fax: 01603 420010

### **If Your Complaint is in Relation to Breakdown Assistance,**

Please write to:

Customer Relations  
Inter Partner Assistance S.A. UK Branch  
The Quadrangle  
106-118 Station Road  
Redhill  
Surrey  
RH1 1PR

Phone: 01737 815 215

E-mail: [quality.assurance@axa-assistance.co.uk](mailto:quality.assurance@axa-assistance.co.uk)

### **Financial Ombudsman Service**

If **you** are still unhappy following receipt of the final response, **you** can refer the dispute to the Financial Ombudsman Service within 6 months who will review **your** case on an independent basis. The address is:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

Email: [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)

Please note that the Financial Ombudsman Service will only deal with **your** complaint if **you** have already given **us** the opportunity to resolve it.

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

Details on how to take **your** complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/consumers/odr>, which has been set up by the EU Commission

### **Financial Services Compensation Scheme**

**We**, Carole Nash and in relation to the Legal Expenses, Great Lakes Insurance SE are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that either party meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk).



## UK & European Breakdown Recovery Card

In the event of a **breakdown** or accident,  
please call one of the following:

**In the UK call** 0800 093 5318

**In Ireland call** 090 645 1972

**In the rest of Europe call** 0044 1737 826 112



## UK & European Breakdown Recovery Card



**CAROLE NASH**  
The care it deserves



**CAROLE NASH**  
The care it deserves

**Carole Nash Insurance Consultants Limited**

Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

Tel: 0800 093 2939

Email: [cherished@carolenash.com](mailto:cherished@carolenash.com) - Website: [www.carolenash.com](http://www.carolenash.com)

**This policy and other associated documentation are also available in large print, audio and Braille.  
If you require these formats please contact Carole Nash Insurance Consultants Ltd.**

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