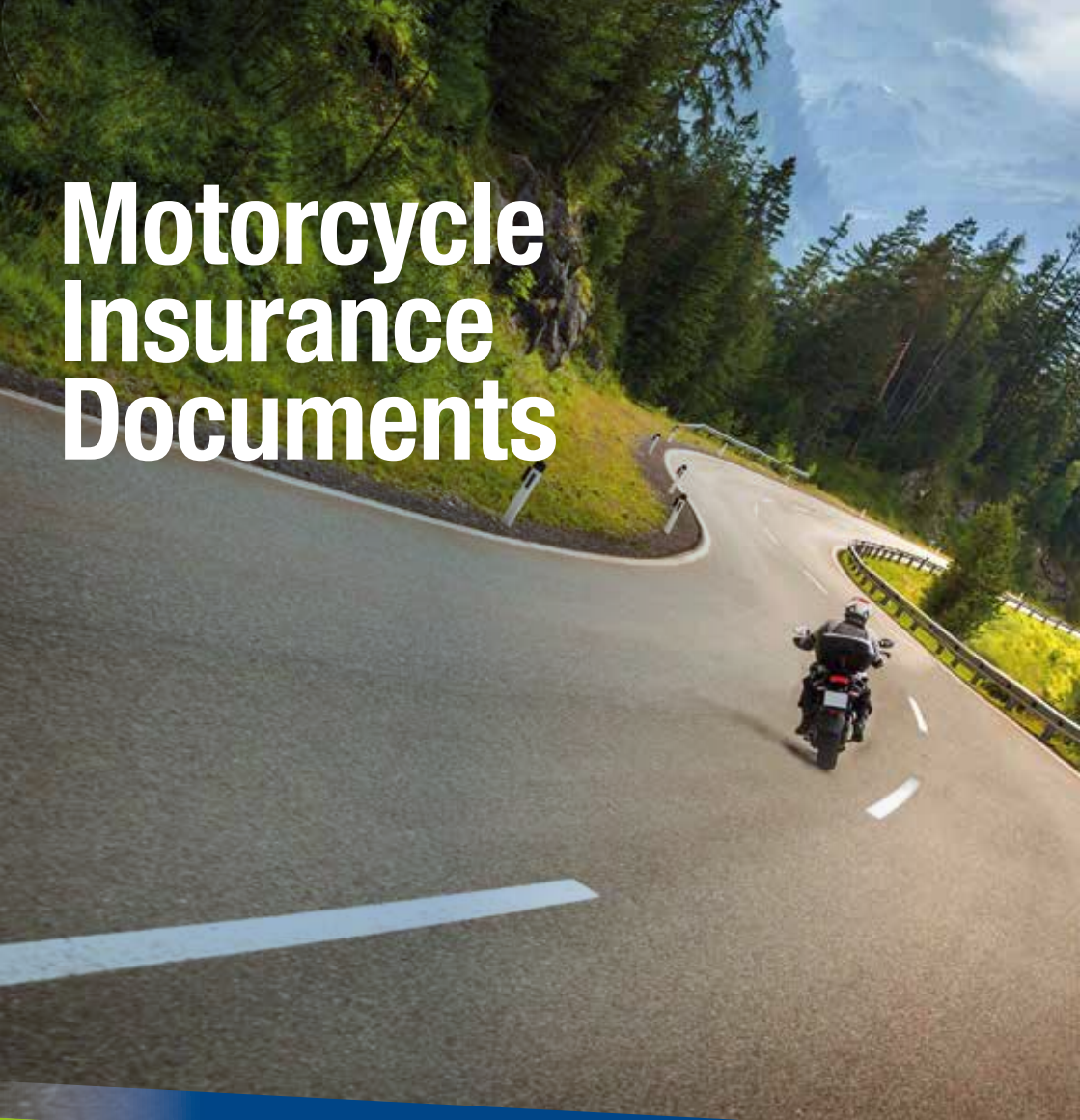


Motorcycle Insurance Documents



CAROLE NASH
The care it deserves

Useful numbers and information

Customer Services

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

Phone: 0800 298 5511

Email: bikes@carolenash.com

Making A Claim

Should you be in the unfortunate position of having to make a claim, simply call our 24/7 specialist claims service on 0800 298 5533.

More information can be found on page 8.

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. 03308 805 464

More information can be found on page 10.

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 motorcycle overseas for longer than is stated in your Policy Schedule, please call us on

0800 298 5511.

More information can be found on page 6.

Important information

Changes In Your Circumstances

You must tell Carole Nash Insurance 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

Thank you for arranging your motorcycle insurance through Carole Nash, 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 wording and your Carole Nash Terms of Business (enclosed within your policy document pack) as they contain vital information about your policy.

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

Phone: 0800 298 5511

E-mail: bikes@carolenash.com

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Contract of motorcycle insurance

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 and within the territorial limits. 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

Motorcycle insurance policy wording

Definitions

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

Accessories

Additional or supplementary parts of **your motorcycle** not directly related to its function as a **motorcycle**. This definition includes top boxes, tank bags and other luggage carriers while fitted to **your motorcycle** but does not include telephone, audio, navigation equipment, helmets or clothing.

Agreed Value (If Eligible)

This is the amount shown in the **Policy Schedule**, which represents the **value of your motorcycle**. This is the most **we** will pay **you** if **your motorcycle** is lost, totally destroyed or where the 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 motorcycle** 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 ride **your motorcycle** 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 which 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 on the **Policy Schedule**.

Market Value

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

Motorcycle

Any mechanically propelled **vehicle** with or without a sidecar that has less than four wheels as specified on the **Policy Schedule** or described in the current **Certificate of Motor Insurance**.

Period Of Insurance

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

Policy

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

Policy Schedule

This provides details of **you**, **your motorcycle** and the insurance protection provided to **you**.

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 which **we** have relied in providing this insurance.

Race Track

Any track, field, circuit or road, including toll roads (with no maximum speed limit), which is being used at the time of the loss or damage for racing, rallies, pacemaking, speed trials or track days.

Territorial Limits

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

You/Your/Policyholder

The person described as the **policyholder** on the current **Certificate of Motor Insurance**.

Your cover

Your current **Policy Schedule** shows the cover applicable to **your motorcycle(s)**

Section	Cover Provided	Comprehensive	Third Party Fire & Theft	Third Party Only	Accidental Damage Fire & Theft	Page
Section 1	Liability to Others	✓	✓	✓	x	4
Section 2	Cover for Fire & Theft	✓	✓	x	✓	5
Section 3	Damage to your motorcycle	✓	x	x	✓	5
Section 4	Foreign Use	✓	✓	✓	x	6
Legal Expenses Policy	Legal expenses cover, in the event of an accident that is not your fault	✓	✓	✓	x	10
UK & EU Breakdown Recovery	UK & European accident breakdown recovery, including Homestart	✓	✓	✓	x	15

Section 1 Liability to others

What Is Covered

Riding Your Motorcycle

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 riding, using or in charge of **your motorcycle**, during the **period of insurance**.

Riding Other Motorcycles

We will also provide the cover shown above (if this is specified in **your Certificate of Motor Insurance**) for **you** to ride any **motorcycle** that **you** do not own and have not hired under a hire purchase or leasing agreement, as long as **you** have the owner's permission to ride it.

You are not insured against the following:

- any loss or damage to the **motorcycle you** are riding;
- any event which occurs outside of the **territorial limits**;
- any event which occurs when the insurance is not in the name of an individual person;
- any liability if **you** are not riding the **motorcycle**;
- securing the release of a **motorcycle** which has been seized or confiscated by, or on behalf of, any government or public authority;

- any liability unless the owner or keeper of the motorcycle **you** are riding has arranged his/her own insurance separate to this **policy**.

Other People Riding Or Using Your Motorcycle

The following people are also insured:

- any person **you** allow to ride or use **your motorcycle**, as long as this is allowed by **your** current **Certificate of Motor Insurance** and has not been excluded by an **endorsement**, exception or condition;
- any person who causes an accident while travelling on or getting on or off **your motorcycle**.

Business Use

If **your Certificate of Motor Insurance** allows business use, **we** will insure **your** employer or business partner against the events shown under 'Riding **your Motorcycle**' 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**.

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.
- the costs of legal services **we** arrange for defending

an **insured person** against manslaughter or causing death by dangerous driving.

Emergency Medical Treatment

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

The Road Traffic Act says **we** must provide this cover. If this is the only payment **we** make, it will not affect **your** no claim bonus.

By law the person using **your motorcycle** 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.

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 **motorcycle** or trailer covered under this insurance.

Section 2 Cover for fire & theft

What Is Covered

If **your motorcycle** or its **accessories** are lost or damaged by fire, theft or attempted theft during the **period of insurance**, **we** will choose to either repair or replace **your motorcycle** or the **accessory**, or **we** will give the legal owner a cash payment up to or the same as the **market value** or **agreed value** of **your motorcycle** or the **accessory** at the time it was damaged.

Suitable parts or **accessories** may be used which are not supplied by the original manufacturer.

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

If **your motorcycle** is insured on a **market value** basis in the event of a total loss the salvage/**motorcycle** will become the property of the **insurer**.

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;
- loss of use;
- depreciation in value of **your motorcycle** after **you** have made a valid claim under this Section;
- loss or damage caused by deception;
- theft as a result of keys remaining in or on **your motorcycle** whilst it is unattended;
- loss of or damage to any **accessory** which is not permanently attached to **your motorcycle** at the time of the loss;
- loss of or damage to **accessories** unless **your motorcycle** is damaged or stolen at the same time;
- theft or unauthorised taking of **your motorcycle** by a member of the **policyholder's** family or anyone normally living with **you**;
- loss of or damage to specialist paintwork, including any engraving or precious metals, on **your motorcycle**;
- loss of or damage to trailers;
- loss of or damage to **your motorcycle** or **accessory** due to or occasioned by the impounding or destruction of **your motorcycle** by an authorised body;
- loss of or damage from taking **your motorcycle** and returning to its legal owner.

Section 3 Damage to your motorcycle

What Is Covered

If **your motorcycle** or its **accessories** are accidentally or maliciously damaged or vandalised during the **period of insurance**, **we** will choose to either repair or replace **your motorcycle** or the **accessory**, or **we** will give the legal owner a cash payment up to or the same as the **market value** or **agreed value** of **your motorcycle** or the **accessory** at the time it was damaged.

Suitable parts or **accessories** may be used which are not supplied by the original manufacturer.

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

If **your motorcycle** is insured on a **market value** basis in the event of a total loss the salvage/**motorcycle** will become the property of the **insurer**.

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 motorcycle** after **you** have made a valid claim under this Section;
- loss of or damage to any **accessory** which is not permanently attached to **your motorcycle**, at the time of the loss;
- damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, animals, insects, mildew or fungus;
- damage caused by frost, smog or any gradual process;
- loss or damage resulting from unauthorised taking of **your motorcycle** by a member of the **policyholder's** family or anyone normally living with **you**;
- damage **you** or anybody insured under this **policy** has done deliberately;
- loss of or damage to **accessories** unless **your motorcycle** is damaged at the same time;
- damage to specialist paintwork, including any engraving or precious metals, on **your motorcycle**;
- loss of or damage to trailers;
- loss of or damage to **your motorcycle** or **accessory** due to or occasioned by the impounding or destruction of **your motorcycle** by an authorised body;
- loss or damage from taking **your motorcycle** and returning to its legal owner.

New Motorcycle Replacement

If **your motorcycle** is stolen and not recovered or is damaged, and the cost involved in the repair will be more than 70% of the manufacturer's UK list price (including vehicle tax and VAT) at the time of the loss or damage, **we** will replace **your motorcycle** and its fitted **accessories** with a new **motorcycle** of the same make, model and specification.

We will only do this if **your motorcycle** is less than six months old from the date of first registration as new in **your** name and a replacement **motorcycle** is available in the UK. **We** will only replace **your motorcycle** if **you** and anyone else who has a financial interest in **your motorcycle** agrees. The **motorcycle** being replaced will become **our** property. If a replacement **motorcycle** of the same make, model and specification is not available **we** will, where possible, provide a similar **motorcycle**

of identical list price. If **you** wish to have the claim settled on a cash basis the most **we** will pay is the market value of **your motorcycle** and its fitted **accessories** at the time of the loss or damage. **We** are not liable for the consequences of any delay in getting the replacement **motorcycle**. **Motorcycle's** sold as 'ex demonstrators' and 'nearly new' do not qualify for replacement under this section.

Uninsured Driver Cover

If **you** are involved in an accident caused by an identified driver who is uninsured, **we** will refund the amount of **excess you** have had to pay and **we** will restore **your** no claim discount.

This cover only applies if **we** can establish that the accident was not **your** fault in any way and **you** provide **us** with:

- the vehicle registration number and the make/model of the uninsured vehicle; and
- the uninsured vehicle's driver's name and address.

It will also help **us** to confirm who is at fault if **you** can get the name and address of any independent witnesses.

Section 4 Foreign use

European Union (EU) Compulsory Cover

We provide the minimum cover required by law to allow **you** to use **your motorcycle** 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 riding any **motorcycle** that **you** do not own or have 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 motorcycle** within the areas listed above.

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

- **your motorcycle** 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 motorcycle**:

- the cost of delivering **your motorcycle** to **you** or to **your** home within the **territorial limits** after

- necessary repairs have been finished; or
- foreign customs duty **you** must pay because damage to **your motorcycle** 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** may 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 on the back of **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 298 5511.

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 **motorcycle** covered by this insurance is:
 - being used for a purpose which the **motorcycle** is not insured for;
 - in the charge of anyone who is not described in the **Certificate of Motor Insurance** as a person entitled to ride;
 - in the charge of anyone who is excluded from riding by an **endorsement**;
 - being ridden by or in the charge of anyone who does not have a driving licence and or a valid Compulsory Basic Training certificate if required;
 - being ridden by or in the charge of anyone who is disqualified from riding, who has not held a driving licence or who is prevented by law from holding one;
 - being ridden 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;
 - being used to carry passengers or goods in a way likely to affect the safe driving or control of the **motorcycle**;
 - being used on a **race track** or off road activity of any description or de-restricted toll roads such as the Nurburgring.

- anyone who does not meet all the terms and **conditions** of this insurance;
- any liability that **you** have agreed to accept unless **you** would have had that liability anyway;
- 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, or 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 **territorial limits** (apart from where cover is provided under European Union (EU) compulsory cover in Section 4 - Foreign use, or unless **you** have paid an extra premium to extend **your** cover);
- any proceedings brought against **you** outside the **territorial limits**, unless they result from using **your motorcycle** 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; or
 - 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:

- any liability, damage, cost or expenses, which are more than **our** legal liability under the relevant road traffic legislation for any claim, if **you** or any other person entitled to ride **your motorcycle** is:
 - found to be over the limit for alcohol to the extent

- which would constitute an offence under the laws of the country in which the accident occurred;
- Is driving whilst unfit through drink or drugs, whether prescribed or otherwise;
- fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

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. No Claims Bonus

If **you** or anyone else does not make a claim under this insurance, **we** will discount **your** renewal premium in line with the scale of no claim bonus which applies at the time. If **you** would like more information on the no claim bonus scale which applies or how **your** no claim bonus may be affected following a claim, **you** should contact Carole Nash Insurance Consultants Ltd.

2. How To Make A Claim

Contact Carole Nash Insurance Consultants Ltd with full details immediately after any damage or accident which 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. Simply call our 24/7 specialist claims service on 0800 298 5533.

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

3. 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.

4. Total Loss Claim

In the event of a total loss, if the **motorcycle** is the subject of a hire purchase or leasing agreement **we** will make the payment for the total loss of **your motorcycle** directly to the owner described in the agreement. If **our** estimate of the **market value** is more than the amount **you** owe the finance or leasing company, **we** will pay **you** any remaining

balance of the **agreed** settlement. If **our** estimate of the **market value** is less than the amount **you** owe the finance company, **you** may have to pay them the rest of the agreed balance.

Any payment **we** make for total loss will be after **we** have taken off any **policy excess**.

5. Other Insurance

If **you** were covered by any other insurance for an incident which resulted in a valid claim under this **policy**, **we** will not pay any of the claim.

6. Reasonable Precautions

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

The **motorcycle** 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 motorcycle** and its ownership. **You** must allow **us** to examine **your motorcycle** whenever **we** ask.

7. Keeping To The Terms Of This Policy

We will only give **you** the cover that is described in this **policy** if any person claiming has met with all its terms, **conditions** and **endorsements**, as far as they apply.

8. 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.

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

10. 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 **policy** Condition 9 'Cooling Off Period' and there has been no claim(s), **you** will be charged for the number of days cover that has been provided plus a 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. This payment is non-refundable upon cancellation of the **policy** other than if cancelled by **you** during your 14-day 'cooling off' period. Please refer to the Carole Nash terms of Business for details.

You may cancel **your policy** with immediate effect by notifying Carole Nash Insurance Consultants Ltd by phone or by post. If a claim has occurred there will be no refund.

Please note **you** may only cancel the Legal Expenses and Breakdown cover if **you** cancel **your** motorcycle cover as cover is included as part of the Carole Nash product.

11. 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 the 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 for **your motorcycle**.

Carole Nash will work out any refund (if applicable) for the unused part of **your** premium.

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 ride, or permit a motor **vehicle** to be on a public highway or other public place, if **you** have not met the minimum insurance requirement.

12. Avoiding Certain Terms And Right Of Recovery

We may have to pay a claim because the law of a country where 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.

13. Changes In Your Circumstances

You must tell Carole Nash Insurance Consultants Ltd immediately about any changes 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 rider 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 rider has been convicted of a criminal offence or have possible prosecutions outstanding;
- the main rider of **your motorcycle** changes;
- the registered keeper of **your motorcycle** changes;
- **you** change **your motorcycle** for another one;
- any modification 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;
- the condition of **your motorcycle** changes (if **your motorcycle** is covered on an **agreed value** basis);
- **you** change the place where **you** usually keep **your motorcycle**;
- any rider develops a health condition which may affect their riding;
- the mileometer on **your motorcycle** fails (applicable only if **you** have submitted an annual mileage declaration);
- **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 the Carole

Nash 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; or
- **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.

14. 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.

Motor Legal Expenses policy

The Motor Legal Expenses **Policy** provides five independent sections of cover plus additional general services and helplines:

Section 1 – Uninsured Loss Recovery.

Section 2 – Motor Prosecution Defence.

Section 3 – Motor Contract Cover.

Section 4 – Vehicle Cloning Disputes

Section 5 – Motor Insurance Database Disputes.

Section 6 – General Services and Helplines.

This **policy** is underwritten by Financial and Legal Insurance Company Limited who are authorised and regulated by the Financial Conduct Authority (FCA Number 202915). Its registered office is No1 Lakeside, Cheadle Royal Business Park, Cheadle, Manchester, SK8 3GW.

The **administrator** of this **policy** is 4th Dimension Innovation Limited who are authorised and regulated by the Financial Conduct Authority (FCA Number 516498). Its registered office is Unit 5, Alpha Way, Thorpe Business Park, Egham, TW20 8RZ.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in bold in this Motor Legal Expenses Policy:

Administrator

4th Dimension Innovation Limited, Unit 5 Alpha Way, Thorpe Business Park, Egham, TW20 8RZ.

Alternative Hire Vehicle

A vehicle provided to the **insured** under a credit hire agreement.

Claim

A civil **claim** for damages for any **uninsured loss** arising out of an **insured** event.

Conditional Fee Agreement / Damages Based Agreement

An agreement between **you** and the **solicitor** which sets out the terms under which the **solicitor** will charge **you** for their own fees.

Court

A **court** or tribunal in the United Kingdom (excluding the Isle of Man and the Channel Islands) where the **litigation** is proceeding.

Insured

The person, firm or company to whom this **policy** has been issued and who has paid the premium.

Insured Event - A road traffic accident arising from the negligence of a **third party**.

Insured Liability

Your legal obligation to pay **third party** costs, **own representative's costs** and **own disbursements** which **we** have agreed to provide cover for up to the **limit of indemnity**.

Insured Vehicle

The vehicle specified in the underlying **policy** of motor insurance taken out by the **insured**, including any sidecar or trailer properly constructed to be towed by the vehicle and attached to it by normal means.

Legal Costs and Expenses

Solicitor's costs and expenses incurred in defending the legal rights of the **insured**.

Limit of Indemnity

The maximum sum that the **underwriter** will pay in total in respect of **your insured** liability in relation to the **litigation** arising from an **insured** event, subject always to the maximum amount of £100,000.

Litigation

All work reasonably undertaken by the **solicitor** to pursue **your claim** and work to have been undertaken with the approval of the **underwriter** and subject to the jurisdiction of the **court**.

Motor Vehicle Insurance Policy

The vehicle insurance **policy** issued to the **insured** in compliance with the Road Traffic Act.

Order

An **order** made by the **court** in connection with the **litigation**.

Own Disbursements

Your liability for the following, reasonably and proportionally incurred, expenses for: medical records, DVLA search fees, police accident report, experts reports, **court** fees, witness expenses and such other fees required for the proper advancement of the **litigation** as **we** agree.

Own Representative's Costs

The reasonable and proportionate but irrecoverable costs incurred by the **solicitor** on a standard basis which **you** have to pay but excluding any percentage uplift applied to those costs under any **conditional fee agreement** or any fee charged based on a percentage of the damages **you** recover under a **damages based agreement**.

Period of Insurance

The period during which the **motor vehicle insurance policy** is in force.

Policy

The documentation detailing the endorsements, terms and conditions of **your** contract of insurance together with the certificate of motor insurance and **policy** schedule.

Prospects of Success

The reasonable prospects, which are considered to be a 51% or better, of making a successful recovery from the **third party** and where **your claim** outweighs **your own representative's costs** and **your own disbursements** of pursuing the **claim**.

Solicitor

The appropriately qualified lawyer or legal representative appointed by **us** to act on behalf of you, or, and subject to **our** agreement, and only where **court** proceedings have been issued or a conflict of interest arises, another legal representative nominated by you.

Special Territorial Limits

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

Territorial Limits

Countries in the European Economic Area (the European Union the plus Iceland, Liechtenstein and Norway and to include the United Kingdom in the event that the United Kingdom leaves the European Union) and in addition the Isle of Man, Jersey, Guernsey, Albania, Andorra, Bosnia and Herzegovina, FYR Macedonia, Monaco, Montenegro, San Marino, Serbia, Switzerland and the European part of Turkey.

Third Party

The other person and/or party responsible for the **insured** event, excluding you.

Third Party Costs

Third party legal fees, disbursements and expenses which **you** are **ordered** to pay by a **court** or which, with **our** approval, you:

- a. agree to pay; or
- b. become liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or
- c. become liable to pay as a result of rejecting a Part 36 offer but then going on to recover less than the offer, provided that such rejection was in accordance with the advice of your Solicitor and agreed by us; or
- d. become liable to pay by discontinuing the litigation under Part 38 of the Civil Procedure Rules.

Underwriter

Financial and Legal Insurance Company Limited, No 1 Lakeside, Cheadle Royal Business Park, Cheadle, Manchester, SK8 3GW, the **underwriter** who underwrites Section 1, Section 3, Section 5, Section 6 and Section 7 of this motor legal expenses policy.

Uninsured Loss

Any loss sustained by **you** arising out of an **insured** event where such loss is recoverable from the insurers of the **third party**.

We, Us, Our

The **administrator** of the facility.

You/Your

The **insured** and any authorised driver of or passenger carried in or on the **insured** vehicle, or their legal representatives in the event of death.

If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.

Section 1 Uninsured Loss Recovery

What Is Covered

- The **Underwriter** will indemnify **you** against **your insured** liability for any **claim** against a **third party** arising from or out of:
 - uninsured loss – Any financial losses you suffer as a result of an insured event and which you are not insured for under any other policy of insurance
 - personal Injury – your death or personal injury suffered as a result of an insured event.
- The **underwriter** will indemnify **you** against **your insured** liability in relation to the above, provided that:
 - the insured event taking place within the territorial limits and within the period of insurance;
 - the litigation having prospects of success;

- you have paid the insurance premium;
- unless there is a conflict of interest, you always agree to use the appointed solicitor chosen by us in any claim
 - to be heard by the small **claims court**, and/or
 - before proceedings need to be issued
- the claim falls under the jurisdiction of a court or the Motor Insurers' Bureau;
- the maximum sum we pay not exceeding the limit of indemnity; and
- the terms and conditions of this policy.

What Is Not Covered

In addition to the points listed below, please read paragraph 2 'What is not covered' of the General Terms and Conditions.

- Any **third party** costs, **own representative's costs** and **own disbursements** incurred prior to **our** confirmation of indemnity being granted to **you** under this policy.
- Any appeal against any **order** made in the **litigation**.
- **Own representative's costs** to the extent that the hourly rate of a **solicitor** chosen by **you** exceeds the rates set out in **our** Non-panel **Solicitor** Terms and Conditions.
- Any **claim** where the **third party** cannot be traced or does not hold valid motor insurance at the time of the accident.
- Any **claim** or counter **claims** made against **you** by the **third party**.
- Any legal proceedings dealt with by a **court** or other body, outside the United Kingdom and/or to which **we** have not agreed.

General conditions

Conduct of the litigation

- **We** can attempt to settle **your claim** arising from the **insured** event prior to the appointment of a **solicitor** or the start of **litigation**.
- **We** can take over conduct of the **litigation** at any time in **your** name.
- **We** can issue **court** proceedings for the **underwriter's** benefit in **your** name to recover any payments **we** or the **underwriter** have made under this policy.
- **We** may at **our** discretion discharge all liabilities to **you** by paying a sum equal to the losses claimed subject always to such sum not exceeding the **limit of indemnity**.
- Where proceedings are to be commenced in respect of an **insured** event occurring within the **territorial limits** and outside of the United Kingdom, the **solicitor** shall initiate proceedings within the courts of the United Kingdom only.

Your obligations

- The **litigation** must be conducted in a manner such that **your insured** liability is reasonable and proportionate to **your claim**.
- **You** must co-operate with **us** at all times and forward any communications received in connection with an **insured** event to **us** without delay and supply **us** with any information **we** require.
- **You** must co-operate with the **solicitor** including giving such instructions as **we** require and keep the **solicitor** and **us** fully informed of any developments or material changes in circumstances that may affect the progress or settlement of the **litigation**.
- **You** must advise **us** immediately of any offers of payments to settle the **litigation**.
- **You** must not accept any offer of payment or enter into settlement negotiations without **our** express agreement.
- **You** must co-operate fully with **us** to assist **us** to recover any payments **we** have made on **your** behalf in respect of **your insured** liability.
- **You** must adhere to the terms and conditions of this **policy** at all times. If **you** make any **claim** under this **policy** which is fraudulent or false or where there is collusion between **you** and the **third party** or any witness this **policy** shall be declared void and shall no longer apply.
- **You** must not act dishonestly, exaggerate or otherwise attempt to mislead **us**, **your solicitor** or anyone else in relation to **your claim** and if **you** do so then this **policy** shall be declared void and shall no longer apply.

Representation

- **We** have the right to make investigations into the case.
- Where appropriate **we** will pass the **claim** to a **solicitor** to be dealt with. They will be instructed in **your** name and may negotiate and settle the **claim** for losses arising from the **insured** event on **your** behalf.
- The legal representative will be a **solicitor** chosen by **us**. In the event where **court** proceedings have been issued or a conflict of interest arises, **you** may appoint a legal representative nominated by you. If **you** wish to appoint **your own solicitor** **you** must notify **us** in writing and provide details of the firm and the individual **solicitor** at that firm that **you** intend to instruct. **We** will make contact with the individual **solicitor** to obtain written confirmation of their qualifications and expertise. The **solicitor** must sign **our** Non-panel **Solicitor** Terms and Conditions and they will be under a duty to minimise the costs of any **litigation**.
- Once **your** chosen **solicitor** has signed **our**

Non-panel **Solicitor** Terms and Conditions, they will become the **solicitor** subject to the terms and conditions of this **policy** and **our** Non-panel **Solicitor** Terms and Conditions. **You** must not change the **solicitor** without **our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to **your** rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

Terms applicable to own representative's costs and own disbursements

- **We** shall only be liable to pay **own representative's costs** and **own disbursements** after the conclusion of the **litigation**.
- **We** shall only be liable to pay **own representative's costs** and **own disbursements** to the extent that **you** do not recover **own representative's costs** and **own disbursements** from the **third party** following a detailed or summary assessment or as part of any settlement which is attributed by the settlement agreement or **order** as to **own representative's costs** and **own disbursements**.
- Any **insured** liability for **own representative's costs** and **own disbursements** is subject to the following conditions:
 - it is necessary to incur **own representative's costs** and **own disbursements** in order to proceed with **your** case and the costs are reasonable and proportionate in amount;
 - where **own representative's costs** and **own disbursements** represent payment for the work of others (such as, but not limited to, expert witnesses), the work is monitored by **your** as it is carried out in order to ensure that it is necessary to proceed with the case and the costs are reasonable and proportionate in amount;
- **you** will repay any **insured liability** for **own representative's costs** and **own disbursements** if **we** pay them and they are subsequently recovered by **you** from the **third party**:
 - **we** shall not be liable to indemnify **you** for VAT on any **insured liability** if and to the extent that the VAT can be recovered;
 - **you** will not be entitled to indemnity if, without the **underwriter's** approval, **you** conclude a settlement with the **third party** or discontinue the **litigation** on terms which preclude **your** recovery of **own representative's costs** and **own disbursements**; and
 - in the event of **you** appointing **your** own **solicitor** **we** will only be liable to pay **own representative's costs** at the rate set out in our Non-panel **Solicitor** Terms and Conditions. If the chosen **solicitor** charges an hourly rate

in excess of the rate set out in **our** Non-Panel **Solicitor** Terms and Conditions **you** will be solely responsible for the shortfall.

Dual insurance

- If **you** have another **policy** of legal expenses insurance that provides cover for **your claim** and **litigation**, **we** will only cover **our** proportionate share of the **claim** and **litigation** assuming that the other **policy** of legal expenses insurance had paid out in full.

Disputes

- If **we** do not initially think there is a reasonable prospect of success, **we** will, at **your** request, pay for **your claim** to be reviewed by **us**, for a period of up to 3 hours to reassess the prospects of success.
- Any dispute between **you** and **us** in relation to **your claim** and/or **litigation**, that has not been resolved as part of the complaints procedure within the customer satisfaction section, shall be referred to a single arbitrator who shall be a barrister mutually agreed upon by **you** and **us** or, failing agreement, appointed by the Bar Council. The arbitration shall take place in London and shall take the form of written and/or oral submissions (at the discretion of the arbitrator). The decision of the arbitrator shall be final and binding. The arbitrator shall have the power to award costs (including his fee for conducting the arbitration) and any costs payable by **you** shall not be recoverable under this policy.

Section 2 Motor prosecution defence

What Is Covered

- **We** will pay up to the **limit of indemnity** in defending the legal rights of the **insured** including an appeal against conviction or sentence after an event where the **insured** receives a summons, a requisition for prosecution, or is charged and required to go to **court** which arises as a result of the **insured** using the **insured** vehicle where:
 - the **insured** is facing suspension, have penalty points added to or disqualification of their driving licence; and
 - the representative of the **insured** considers that there are reasonable prospects of avoiding that outcome; and
 - the **insured** vehicle was being used within the special territorial limits.

What Is Not Covered

In addition to the points listed below, please read paragraph 2 "What is not covered" of the General Terms and Conditions.

- If **we** consider that there is no realistic prospect of

a disqualification or suspension, or of avoiding a disqualification or suspension.

- Any **legal costs** and **expenses** covered by **your motor vehicle insurance policy**.
- If **you** fail to provide us with reasonable notice of a prosecution and **we** or **your solicitor** is unable to prepare in advance of any hearing.
- If **we** have not agreed to the **legal costs and expenses** involved in **your claim**.
- Prosecutions arising from or relating to any deliberate act of criminal damage, aggression or assault against another party by **you**.
- Any fines, penalties, **court** costs, prosecution costs, victim surcharges or compensation awarded against **you** by a criminal **court**.
- Any offences which are brought against **you** and for which **you** are alleged to be under the influence of alcohol and/or drugs, or any offences which are associated with or related to an alcohol and/or drugs offence.

General conditions

- **You** must co-operate with **us** at all times and forward any communications received in connection with **your** prosecution without delay and supply **us** with any information **we** require.
- **You** must co-operate with the **solicitor** including giving such instructions as **we** require and keep the **solicitor** and **us** fully informed of any developments or material changes in circumstances.
- **You** must not attempt to exaggerate or mislead **us**, **your solicitor** or anyone else in relation to **your** prosecution, otherwise this **policy** shall be declared void and no longer apply.

Representation

- **We** have the right to make investigations into the case.
- Where appropriate **we** will appoint a **solicitor** to act on **your** behalf.
- If **you** wish to appoint **your** own **solicitor** **you** must notify **us** in writing and provide details of the firm and the individual **solicitor** at that firm that **you** intend to instruct. **We** will make contact with the individual **solicitor** to obtain written confirmation of their qualifications and expertise. The **solicitor** must sign **our** Non-panel **Solicitor** Terms and Conditions and they will be under a duty to minimise the **legal costs and expenses**.
- Once **your** chosen **solicitor** has signed **our** Non-panel **Solicitor** Terms and Conditions, they will become the **solicitor** subject to the terms and conditions of this **policy** and **our** Non-panel **Solicitor** Terms and Conditions. **You** must not change the **solicitor** without **our** prior written consent, such consent not to be unreasonably

withheld. This condition is subject to **your** rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

Section 3 Motor contract cover

What Is Covered

- **We** will pay the costs, not exceeding the **limit of indemnity**, 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 special territorial limits;
 - the dispute first arose within the cover period;
 - any legal action is brought within the special territorial limits; 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.

What Is Not Covered

- **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:
 - £1000 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.

Section 4 Vehicle cloning dispute

What Is Covered

The costs up to the **limit of indemnity** of **you** taking or defending legal action as a result of any use of the **insured** vehicle's identity by another person or

organisation without **your** permission.

- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.

What Is Not Covered

- claims where the insured vehicle's identity has been used by somebody living with you.
- Cover does not cover any losses incurred by you other than legal expenses as a result of the insured vehicle's identity being used by another person or organisation without your permission.

Section 5 Motor insurance database dispute

What Is Covered

The costs up to the **limit of indemnity** of representing **you** in legal action in a dispute with the police and/or any other body and/or agency where the **insured** vehicle has been seized following the failure of the Motor Insurance Database being updated with the correct information about **you** or the **insured** vehicle.

Section 6 General services and helplines

Replacement Vehicle and Vehicle Repair Services

What Is Covered

- In addition to the cover provided by this policy, if the damage to the **insured** vehicle occurs within the **special territorial limits**, **we** may be able to offer the following additional services, independently from this policy:
- we may be able to obtain an alternative hire vehicle of an equivalent type, pending repair or replacement of the insured vehicle, if the damage prevents the insured vehicle from being driven and is caused by the negligent or wilful act of a third party who has the benefit of valid motor insurance and provided we have identified the third party and their insurers
 - if the damage to the insured vehicle is caused by the negligent or wilful act of a third party who has the benefit of valid motor insurance then, provided we have identified the third party and their insurers and the insured vehicle can be repaired, we may be able to arrange to have the

insured vehicle repaired and to provide you with up to 12 months interest free credit on the repairs made.

General conditions

- **You** must report the damage to the **insured** vehicle to **us** within 14 days of the incident.
- Provision of the **alternative hire vehicle** is subject to the terms and conditions of the provider of the **alternative hire vehicle**. These are available from the provider at the time the **alternative hire vehicle** is provided or can be obtained from the **underwriter** on request.
- **You** must provide any assistance required by the **underwriter** or any such representative in connection with the recovery of any costs incurred in connection with the provision of an **alternative hire vehicle** from any **third party** at fault in connection with the incident giving rise to the damage to the **insured** vehicle, including permitting the **underwriter** or any such representative to take proceedings in **your** name and/or assigning any rights against any such **third party** to the **underwriter** or its representative.
- The **alternative hire vehicle** provided will be a manual transmission vehicle unless **your** driving licence only permits **you** to drive an automatic transmission vehicle in which case an automatic transmission vehicle will be provided.
- **You** must produce **your** original full valid driving licence and disclose any driving penalty notices or convictions before an **alternative hire vehicle** will be provided.
- **You** must provide valid credit or debit card details before an **alternative hire vehicle** will be provided.
- **You** will be responsible for any fuel costs, fares, fines and fees.
- **You** must pay a security/fuel deposit when an **alternative hire vehicle** is provided. This is refundable on return provided the **alternative hire vehicle** is free from damage and has the same amount of fuel as when provided.
- **You** can choose to upgrade to any vehicle other than the **alternative hire vehicle** offered, but the costs of such upgrade will be **your** responsibility.
- No **alternative hire vehicle** may be used outside the **special territorial limits**.
- **You** will be responsible for any hire costs if **you** fail to return the **alternative hire vehicle** when requested to do so by the provider of the **alternative hire vehicle**.

What Is Not Covered

In addition to the points listed below, please read paragraph 2 “What is not covered” of the General Terms and Conditions.

Services will not be provided under this Section 2 in any case where:

- the damage to the **insured** vehicle took place prior to the **period of insurance**.

Motor Legal Helpline

What Is Covered

- If the **insured** requires legal advice relating to a motoring issue, **our** helpline is here to assist. This will cover advice relating to motoring legal problems arising within the **special territorial limits**.

Legal Advice Helpline

If the insured requires legal advice, our legal advice helpline is here to assist. This will cover advice relating to legal problems arising within the special territorial limits.

We will arrange provision of confidential legal advice to the **insured** over the phone on any personal legal issue.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If the **insured** person calls outside these times, a message will be taken and a return call arranged within the operating hours. Please call: 0330 8805 464

Tax Advice Service

We will provide the **insured** with confidential advice over the phone on personal tax matters within the **special territorial limits**.

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

Health and Medical Information Service

We will arrange the provision to the **insured** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in an **insured's** area, including local NHS dentists.

Health and medical information is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays.

If the **insured** calls outside these times, a message will be taken and a return call arranged within the operating hours.

Counselling

We will arrange the provision to the **insured** of a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18) and in full-time employment. This includes, where appropriate, referral to relevant voluntary or professional services. The **insured** will pay any costs

for using the services to which they are referred. This helpline is open 24 hours a day, seven days a week.

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

General Terms and Conditions that apply to the Legal Expenses policy only

How to make a claim

To make a **claim** all sections of this **policy** please call **our** claims line 03308 805 464, 24 hours a day 365 days a year. **You** will need to confirm the following:

- insured's name and address
- policy number.

What Is Not Covered

In addition to the items listed in Sections 1 to 6, the following are also not covered under this policy.

- Any **claim** or service offered by this **policy** arising out of or relating to any deliberate criminal act or omission committed by you, or fines and penalties imposed by a criminal **court**.
- Any **claim** or service offered by this **policy** where the **insured** does not hold a valid motor insurance **policy** and/or where the motor insurers are entitled to avoid cover under the **motor vehicle insurance policy**.
- Any **claim** or service offered by this **policy** where the **insured** has not paid the premium.
- Any **claim** or service offered by this **policy** occurring from use of the **insured** vehicle for motor racing, rallies, speed trials or competitions of any kind.
- Any **claim** or service offered by this **policy** where the **insured** vehicle is found to be in an unroadworthy condition or does not have a valid road fund licence or valid MOT certificate at the time of the **insured** event.
- Any **claim** or service offered by this **policy** that is made by the driver of the **insured** vehicle where the driver does not have a valid driving licence.
- Any **claim** or service offered arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it
 - riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under any government or public or local authority

- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; or
- the failure of any device to recognise, interpret or process any date as its true calendar date.

Cancellation

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

Subrogation

If **we** make a payment under this policy, **we** will be subrogated to any and all of **your** rights in connection with such payment. **You** also agree to give **us** as much assistance as **we** may reasonably require in relation to the exercise by **us** of **our** subrogated rights.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a **third party** which exists or is available other than by virtue of this Act.

Dishonest and fraudulent claims

If the **court** makes a finding of fraud this **policy** shall be cancelled from the outset and all rights that **you** have under this **policy** shall be forfeited. **We** shall be entitled to recover any payments **we** have previously made.

Assignment

You may not assign **your** rights under this **policy** without **our** prior written consent.

Governing law

We and **you** agree that this **policy** shall be construed in accordance with the laws of England and Wales, unless otherwise agreed.

Change of law

We reserve the right to amend this **policy** or any part thereof to ensure compliance with any new law affecting or applicable to the subject matter of this **policy** that may, from time to time come into force.

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.

Definitions

The following words or phrases have the meanings given below whenever they appear in the UK & European **Breakdown Recovery 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; or
- 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 ride or be a passenger on the **insured vehicle**.

Section 1 UK assistance

What Is Covered Under Section 1

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 one passenger. The most **we** will pay is £50 a 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 night's bed and breakfast in a hotel **we** choose, for **your** passenger. 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 Rider

If following an accident or a **breakdown** involving the **insured vehicle** **you** can't ride it because **you** are ill or injured within the **territorial limit** and within the **period of insurance**, **we** can arrange and pay for a replacement rider to take **you**, the **insured vehicle** and one passenger 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**, 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** can't ride 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 six 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 2

European assistance

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 2

Roadside Assistance And Recovery

We will come out to the **insured vehicle** if **you** can't ride 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** can't 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 which are left in, or on, the **insured vehicle**. **We** will not be responsible for the loss of, or damage to, any items which are not on this list.

We will only repatriate **your insured 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

If the **insured vehicle** can't 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 one passenger. The most **we** will pay is £50 a night for each person, provided **your** original accommodation has been pre-paid and **you** can't 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** like 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 one passenger, 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 Rider

If following an accident or a **breakdown** involving the **insured vehicle** **you** can't ride it because **you** are ill or injured within the **territorial limit** and within the **period of insurance**, **we** can arrange and pay for a replacement rider to take **you**, the **insured vehicle** and one passenger 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 involving the **insured vehicle** 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** can't ride 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 six 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 1 and 2

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** which is not kept in a good mechanical and roadworthy condition, or serviced according to the manufacturer's recommendations;
- an **insured vehicle** without a current MOT certificate (if one is needed) and valid road fund licence;
- 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 insured vehicle** is stolen and recovered by the Police;
- any loss or damage which 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 insured 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 road-racing, rallying, pace-making, speed testing or any other competitive event;
- 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.
- 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.

What to do if you have an accident or a breakdown

- 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:

- e. use of sensitive information about the health or vulnerability of **you** or others involved in **your** insurance claim, in order to evaluate **your** breakdown assistance claim and provide other services as described in this **policy**;
- f. 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;
- g. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- h. 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
- i. 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

Our full data privacy notice is available at: 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:

Complaints Team

Carole Nash Insurance Consultants Ltd

Trafalgar House

110 Manchester Road

Altrincham

Cheshire

WA14 1NU

By e-mail: bikes@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

If Your Complaint Is In Relation To Motoring Legal Expenses Policy,

Please in the first instance E-mail:

complaints@4th-d.co.uk.

4th Dimension Innovation Limited will aim to resolve your complaint within 24hrs. If your complaint is not resolved to your satisfaction within 24 hours, they will send you a written acknowledgement of your complaint together with the next steps they will be taking to resolve it.

If your complaint relates to a matter concerning the underwriter Financial and Legal Insurance Company Limited contact details are as follows:

Financial and Legal Insurance Company Limited

No 1 Lakeside

Cheadle Royal Business Park

Cheadle

Manchester

SK8 3GW

If Your Complaint Is In Relation To Breakdown Assistance,

Please Write to:

Quality Manager

Inter Partner Assistance S.A. UK Branch

The Quadrangle

106-108 Station Road

Redhill

Surrey

RH1 1PR

UK

By e-mail: quality.assurance@axa-assistance.co.uk

By phone: 01737 815 215

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

Website: 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 Carole Nash 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 policy Financial and Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if either party cannot 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 or by calling 0800 678 1100 or 020 7741 4100.

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

Trafalgar House, 110 Manchester Road, Altrincham, Cheshire, WA14 1NU.

Tel: 0800 298 5511

Email: bikes@carolenash.com - Website: 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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