

Six Wheel Insurance Documents



CAROLE NASH
The care it deserves

Useful Numbers

Customer Services

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

Phone: 0333 005 6611

Email: sixwheel@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 0333 005 2244.

More information can be found on page 14.

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 25.

Personal Legal Advice Helpline and Claims

Should you require help for Motor Prosecution Defence, Motor vehicle Consumer Disputes, Motor Insurance Database Disputes, Vehicle Identity Theft or general private legal or tax advice in the UK then call the 24 Legal Helpline on 0330 343 8732.

More information can be found on page 20.

Travelling Abroad

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 0333 005 6611.

More information can be found on page 8.

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 12.

Data protection

The insurers detailed in your schedule and under the definition of **We, us, our**, Insurers on pages 16, 18, 20 and 24 should also have their own Privacy Policy or Fair Processing Notice.

If you require details on how they will handle your personal data, you can visit their website for further details.

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:

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Your Cover

This part of this policy contains the sections of cover applicable to your vehicle(s).

The cover relating to your car:

- for comprehensive cover, sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15 and 16 apply.
- for third party, fire and theft cover, sections 1, 2 (loss or damage caused by fire, theft or attempted theft only) 3, 4, 5, 7, 13, 15 and 16 apply.
- for third party only cover, sections 1, 3, 4, 5, 13, 15 and 16 apply.

the cover relating to your motorcycle:

- for comprehensive cover, sections 1, 2, 3, 4, 5, 6, 7, 8, 15 and 16 apply.
- for third party, fire and theft cover, sections 1, 2 (loss or damage caused by fire, theft or attempted theft only) 3, 4, 5, 7, 15 and 16 apply.
- for third party only cover, sections 1, 3, 4, 5, 15 and 16 apply.

Section 13 and 14 will only apply if **you** have paid an additional premium.

The cover relating to your vintage motorcycle:

- for comprehensive cover, sections 1, 2, 3, 4, 6, 7, 8, 15 and 16 apply.
- for third party, fire and theft cover, sections 1, 2 (loss or damage caused by fire, theft or attempted theft only) 3, 4, 7, 15 and 16 apply.
- for third party only cover, sections 1, 3, 4, 15 and 16 apply.

Section 13 and 14 will only apply if **you** have paid an additional premium.

Your Six Wheel Insurance Policy

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 all the documents which include your Statement of Fact, Policy Schedule and Certificate of Motor Insurance.

The Law That Applies to the Policy

English law will apply to this contract of insurance unless you and we agree otherwise.

Adding Your Second Vehicle

Your Six Wheel policy will be implemented in two stages. On contacting us you will have given us details of the first vehicle you wished to cover. This may be a motorcycle or car. You will also have given us details of the forthcoming renewal date for your second vehicle.

We will contact you before that renewal date to remind you that your second vehicle will be covered under the Six Wheel policy from then and to advise you of the additional premium payable.

The date from which your first vehicle is covered will then become the future annual renewal date for both vehicles on your Six Wheel policy.

Signed for and on behalf of the insurers.



Ian Donaldson
Chief Executive Officer
Carole Nash Insurance Consultants Ltd

Six Wheel Insurance Policy Wording

Definitions

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

Accessories and Spare Parts

Items which are for **your vehicle** only and are on, in or attached to **your vehicle**, or in **your** private garage, at the time of the loss or damage.

Acts of Terrorism

Any act that the government of the **United Kingdom** considers to be an **act of terrorism**. The use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation or government for political, religious, ideological or similar beliefs. This includes trying to influence any government or intimidate the public.

Agreed Value (If Eligible)

This is the amount shown in the **Policy Schedule**, which represents the value of **your vintage motorcycle**. This is the most **we** will pay **you** if **your vintage motorcycle** is lost, a total loss or where the cost of repairs is greater than the **agreed value**.

Car

A mechanically propelled **vehicle** which is not a **motorcycle** or an invalid carriage which is constructed to carry a load or passengers.

Certificate of Motor Insurance

Evidence that **you** have the motor insurance required by law. It shows who may ride/drive the insured **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 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.

Inexperienced Driver

Anybody who is driving a **car** who is aged 25 or under who holds a provisional licence or who has held a

full **United Kingdom**, European Union or European Economic Area licence for less than 12 months.

Key

Any **key** or alternative electronic or mechanical device designed to open the vehicle's locks or turn on the ignition (or both).

Market Value

The cost of replacing **your vehicle** with another of the same make, specification (for example, the level of equipment found in or on **your vehicle**), model, age, mileage and condition as **your vehicle** was immediately before the loss or damage **you** are claiming for.

Motorcycle

A mechanically propelled **vehicle** which is not an invalid carriage, including any attached sidecar that has less than four wheels for which **you** have a current **Certificate of Motor Insurance** under this policy.

Period of Insurance

The period of time shown in **your Policy Schedule** and/or in **your Certificate of Motor Insurance** during which **your** policy is operative.

Policy Schedule

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

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.

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.

Territorial Limits

England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands, any other country that is a member of the European Union and any other country stated on the back of **your Certificate of Motor Insurance**.

United Kingdom

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

Vehicle

Any **car**, **motorcycle** or **vintage motorcycle** for which **you** have a current **Certificate of Motor Insurance** under this policy.

Vintage Motorcycle

A mechanically propelled **vehicle** which is not an invalid carriage, including any attached side **car** that

has less than four wheels and is aged 30 years or older.

We/Us/Our/Insurer

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

You/Your/Policyholder

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

Young Driver

A person driving a **car** who is under 25 at the time of an event which **you** or they may be entitled to claim for.

Young Rider

A person riding a **motorcycle** or **vintage motorcycle** who is under 25 at the time of an event which **you** or they may be entitled to claim for.

Section 1 Liability to Others

What is covered

A. Cover for Your Liabilities

This policy covers **you** for:

- all your legal responsibilities as a result of death of or injury to any third party caused by an incident involving your vehicle; and
- 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.

B. Static Display

We will also provide the cover outlined in section 1A when **your vintage motorcycle** is part of a static display.

C. Rallies

We will also provide the cover outlined in section 1A when **your vintage motorcycle** is being used in connection with club rallies, national or international rallies. This cover does not apply to any rally that includes any racing, pacemaking or being in any contest or speed trial.

D. Cover for Other People

We will also provide the cover outlined in section 1A for:

- anyone insured by this policy to drive or ride **your vehicle** as long as they have **your** permission;
- anyone **you** allow to use (but not drive or ride) **your vehicle** for social, domestic and pleasure purposes (that is, not for business purposes);
- anyone who is travelling in, on or getting into, out of, on or off **your vehicle**; and

- **your** employer (as long as they have **your** permission to drive or ride **your vehicle** and are allowed to do so by **your** current **Certificate of Motor Insurance**).

E. Cover for 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.

F. Emergency Medical Treatment

We will pay for emergency medical treatment fees as set out in the Road Traffic Act.

If this is the only payment **we** make, it will not affect **your** no claim discount.

G. Driving Other Vehicles

If **your Certificate of Motor Insurance** says so, this policy provides the same cover as shown in section 1A when **you** are driving any **car** or riding any **motorcycle** or any **vintage motorcycle** as long as:

- **you** do not own it; and
- it is not hired to **you** under a hire-purchase or leasing agreement; and
- the owner or keeper of the **car** or **motorcycle** **you** are using has arranged his/her own insurance separate to this policy.

This cover only applies if:

- there is no other insurance in force which covers the same claim;
- **you** have the owner's permission to drive the **car** or ride the **motorcycle** or **vintage motorcycle**;
- the **car** is being driven or the **motorcycle** or **vintage motorcycle** is being ridden in the **United Kingdom**; and
- **you** still have **your car, motorcycle** or **vintage motorcycle** and it has not been declared a total loss.

You cannot make use of this section to release any **car, motorcycle** or **vintage motorcycle** if it has been or confiscated by, or on behalf of, any government or public authority.

H. Legal Costs

If **we** give **our** permission in writing beforehand, **we** will pay the fee for a solicitor to:

- represent anybody insured under this policy at any coroner's inquest or fatal accident inquiry; or
- defend anybody insured under this policy in a magistrates' court, as long as the case relates to an event **you** may be able to claim for under parts 1A or 1B of this policy.

We will pay for legal services to defend anyone insured under this policy if legal action is taken against them for:

- manslaughter;

- causing death by dangerous driving; or
 - causing death after drinking alcohol or taking drugs.
- The following **conditions** apply to legal costs cover:
- **you** must ask **us** and **we** must agree to provide the cover.
 - the deaths the legal action relates to must be covered under this policy.
 - the event causing the deaths must have happened in the **United Kingdom**.

What is not covered

This applies to all claims made under parts 1A, 1B, 1C and 1D of the policy.

- **we** will not cover loss of or damage to **your** belongings or the belongings of anybody else insured.
- **we** will not cover anyone driving or riding **your vehicle** who has never held a licence to drive it or who is disqualified from driving.
- **we** will not cover anyone who fails to keep to any of the terms, **conditions** and endorsements of this policy.
- **we** will not cover the liability of anyone insured under this policy for causing the death of, or injury to, any employee who was carrying out any activity associated with their work at the time of the accident, unless the road traffic acts says otherwise.
- **we** will not cover loss of or damage to the **vehicle** being used or driven/ridden at the time of the incident.
- **we** will not cover loss of or damage to any trailer or **vehicle** you tow.

Section 2 Loss of, or Damage to, Your Vehicle

What is covered

If **your vehicle**, its **accessories and spare parts** are lost, damaged by fire, theft, attempted theft or are damaged **we** will:

- repair the damage ourselves;
- replace what is lost or is damaged if this is more cost-effective than repairing it; or
- settle **your** claim by sending **you** a cheque for the amount of the loss or damage.

The Most We Will Pay for Your Car or Motorcycle

We will not pay more than the **market value** of **your car** or **motorcycle** (including any **accessories and spare parts**) at the time of the loss or damage, less any **excess** that may apply.

The Most We Will Pay for Your Vintage Motorcycle

We will not pay more than the **market value** of **your vintage motorcycle** (including any **accessories and spare parts**) at the time of the loss or damage, less any **excess** that may apply, unless there is an **agreed value** for **your vintage motorcycle** shown on **your Policy Schedule**.

Hire-purchase, Leasing And Other Agreements

If **your vehicle** is owned by someone else, **we** will settle any claim by paying the legal owner before paying anything left over to **you**.

Parts That are Not Available

If a replacement for any damaged accessory or part of **your vehicle** is not available, the most **we** will pay is its price (as specified by the manufacturer) at the time of the loss. **We** will not pay more than the cost of the accessory or part as shown in the manufacturer's last price list in the **United Kingdom**.

We may decide to repair **your vehicle** with parts which have not been made or supplied by **your vehicle's** manufacturer, but which are of a similar standard.

We are Not Responsible for:

- any extra costs of storing **your vehicle** that result from any accessory or part not being available; or
- the cost of importing any accessory or part into the **United Kingdom**.

What is not covered

- **we** will not cover the **excesses** shown in **your Policy Schedule**.
- **we** will not cover loss or damage caused by wear and tear.
- **we** will not cover any reduction in the **market value** of **your vehicle** (for example, reductions caused by the age of the **vehicle** or the number of miles it has covered).
- **we** will not cover loss in the **market value** of **your vehicle** resulting from any repair, whether or not this has happened as a result of any claim under this policy.
- **we** will not cover any mechanical, electrical or computer equipment breaking or failing to work properly.
- **we** will not cover damage to tyres caused by braking, punctures, cuts or bursts.
- **we** will not cover damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.
- **we** will not cover loss of, or damage to, any trailer, caravan, **car**, **motorcycle**, van or lorry, or anything inside, while being towed by or attached to **your vehicle**.
- **we** will not cover loss or damage **you** or anybody

insured under this policy has done deliberately.

- **we** will not cover **you** for loss of use or other indirect losses (such as travel costs or loss of earnings) other than those set out in section 6 of this policy.
- **we** will not cover **your vehicle** being stolen by someone who claims to be a buyer or a buying or selling agent.
- **we** will not cover loss of, or damage to, **your vehicle** if, at the time of the incident, someone in **your** family or someone who is living with **you** was using it without **your** permission. This exception does not apply if **you** report the person using **your vehicle** to the police for taking **your vehicle** without **your** permission.
- **we** will not cover loss or damage caused by any government, public or local authority legally taking, keeping or destroying **your vehicle**.
- **we** will not cover loss of, or damage to, televisions, phones, games consoles, electronic-navigation or radar-detection equipment not permanently fitted to **your vehicle** and which was not part of the manufacturer's specification when **your vehicle** was first registered.
- **we** will not cover loss of, or damage to, **your car** if it is left:
 - **unlocked;**
 - **with the windows or roof open; or**
 - **with the keys inside (or on) the car.**
- **we** will not cover loss of, or damage to, **your motorcycle** or **vintage motorcycle** if it is left with the keys in or on it.

New Vehicle Benefit

We will replace **your vehicle** with one of the same make, model and specification if:

- **your vehicle** is less than 12 months old;
- **you** are the first and only registered keeper (or the second registered keeper if the first registered keeper is a company **we** recognise as a main agent of the **vehicle's** manufacturers); and
- **your vehicle** has:
 - **been stolen and not found; or**
 - **been damaged and the cost of repairing the vehicle is more than 60% of the manufacturer's United Kingdom list price at the time of the damage (including car tax and VAT) for a vehicle that is exactly the same.**

We will only replace **your vehicle** if **you** and anyone else who has a financial interest in **your vehicle** agrees.

If a replacement **vehicle** which is the same make, model and specification as **your old vehicle** is not available, **we** will pay **you** the price of **your vehicle**, fitted **accessories and spare parts** as shown in the

manufacturer's last **United Kingdom** price list, less any **excess** that may apply.

If **we** settle a claim under this section of the policy, **your** lost or damaged **vehicle** becomes **our** property and **you** must send **us** its registration document (V5 or V5C)

Removing and Delivering Your Vehicle

If **your vehicle** is in the **United Kingdom** and cannot be driven or ridden as a result of loss or damage which is covered under this policy, **we** will pay the cost of protecting it and taking it to the nearest suitable repairer. **We** will also pay the cost of delivering **your vehicle** to **you** at the address shown in **your Policy Schedule** after it has been repaired.

Radio and Audio Equipment

This policy covers loss or damage to any radio or audio equipment permanently fitted to **your vehicle**.

There is no limit on the level of cover for equipment in **your vehicle** which was fitted by the manufacturer at the time the **vehicle** was made.

We cover equipment not fitted to the manufacturer's specification up to the following limits:

- if **you** have comprehensive insurance the most **we** will pay is £500 after taking off the **excess** that applies to **your** claim.
- if **you** have third party, fire and theft insurance, the most **we** will pay is £250 after taking off any **excess** that applies to **your** claim.

Examples

- **you** have comprehensive insurance with a £100 **excess**. **Your vehicle** stereo, which was not fitted by the **vehicle** manufacturer and is worth £700, is stolen. **You** claim for the full cost of the stereo (£700). **We** take the £100 **excess** from **your** claim, which leaves £600. But **we** will pay £500, which is the policy limit on comprehensive cover.
- **you** have third party fire and theft insurance with £100 **excess**. **Your vehicle** stereo, which was not fitted by the **vehicle** manufacturer and is worth £200, is stolen. **You** claim for the full cost of the stereo (£200). **We** take the £100 **excess** from **your** claim, which leaves £100. So **we** will pay **you** £100.

We will also pay for loss or damage to any radio or other audio equipment which has been removed from **your vehicle** if:

- the equipment is designed to be removed (or partly removed);
- the equipment cannot work without **your vehicle**; and
- **you** have temporarily removed it from **your vehicle** for security reasons.

Replacing Children's Car Seats

If **you** have children's **car** seats fitted in **your car** and

your car is involved in an accident or damaged as a result of fire or theft, **we** will pay up to £250 (after taking off any **excess** that applies to **your** policy) towards the cost of replacing them, even if they do not seem to be damaged. To be able to claim for **your** children's **car** seats, **you** must also provide evidence that **your car** has been damaged or stolen.

Young Drivers or Inexperienced Drivers

If **your car** or any of its **accessories and spare parts** are damaged while it is being driven by a **young driver** or an **inexperienced driver**, **you** will be responsible for the first part of the cost, on top of any compulsory and voluntary **excesses** set out in **your Policy Schedule**, as shown overleaf.

| Age | Young driver | Inexperienced driver |
|--------------|--------------|----------------------|
| 17 – 20 | £250 | £250 |
| 21- 24 | £150 | £150 |
| 25 and older | £0 | £150 |

You will not have to pay the amount stated if the damage is:

- caused by fire, theft, attempted theft or malicious damage; or
- limited to broken glass in the windscreen (not including 'panoramic windscreens', which are larger than normal windscreens), back windscreen, sunroof or side windows of **your car** and any scratching caused by the broken glass.

Young Riders

If **your motorcycle** or **vintage motorcycle** or any of its **accessories and spare parts** are damaged while it is being driven or ridden by a **young rider** or an inexperienced rider, **you** will be responsible for the first part of the cost, on top of any compulsory and voluntary **excesses** set out in **your Policy Schedule**, as shown below.

| Age | Young driver |
|---------|--------------|
| 17 – 20 | £150 |
| 21- 24 | £100 |
| 25 - 29 | £50 |

Section 3 Cover When Your Vehicle is Being Serviced, Examined or Repaired

What is covered

Your cover continues to apply to **your vehicle** when it is being serviced, examined or repaired at premises involved in the motor trade.

At these times the limits about driving, riding and using **your vehicle** set out in **your Certificate of**

Motor Insurance will not apply, as long as it is only being driven, ridden or worked on by a motor trader or their employees.

If at the time a claim is made under this section any other policy exists that would cover the claim, **we** will not pay any of the claim.

Section 4 Travelling Abroad

What is covered

Your policy automatically provides the cover **you** have chosen (comprehensive, third party fire and theft or third party only) within the **territorial limits**. See the 'Definitions' section.

Minimum Cover Outside the Territorial Limits

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.

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 0333 005 6611.

Customs Duty and Delivery Costs

If **your vehicle** is within the **territorial limits**, and is not fit to drive or ride because of loss or damage covered by this policy and **we** agree beforehand, **we** will pay:

- the cost of delivering it to **your** address in the **United Kingdom**; and
- any customs duty **you** have to pay as a direct result of the loss or damage.

Section 5

No Claim Discount

If **you** do not make a claim, **we** will allow **you** a no claim discount on each individual **car** or **motorcycle**. No claim discount does not apply to vintage **motorcycles**.

You cannot transfer **your** no claim discount to another person. **You** cannot transfer **your** no claim discount between **your cars** or **motorcycles** under this policy.

You will not lose **your** no claim discount if:

- the only claim **you** make is under section 11 of this policy;
- **we** can get back all the money **we** have paid to settle **your** claim from somebody else (for example, if an accident is not **your** fault and the other person's insurers admit full responsibility for it); or
- **you** have to make a claim because:
 - **your vehicle is hit by an identified driver who is not insured; and**
 - **the accident is completely their fault. (You will also not have to pay any excess in this circumstance.)**

No Claim Discount Protection

If **your Policy Schedule** indicates **you** have the cover, **your** no claim discount is protected as long as there are no more than two claims that will affect **your** no claim discount in any five years in a row that **you** are insured.

Section 6

Hotel or Travel Expenses

What is covered

If **your vehicle** cannot be driven or ridden after an accident or loss covered by this policy, **we** will pay:

- up to £50 for each person travelling in or on **your vehicle** to stay in a hotel for one night if **you** cannot continue **your** journey until the next day; or
- travel **expenses** of up to £100 in total for everyone who was travelling with **you** in or on **your vehicle**.

The most **we** will pay for any one event is £100.

Section 7

Lost or Stolen Keys and Replacing Locks

What is covered

If **you** lose **your vehicle's keys** or they are stolen, and

we decide that it is necessary to replace the keys and locks to prevent **your vehicle** from being stolen, **we** will pay for this as long as **you** did not leave them in or on **your vehicle** when they were lost or stolen.

The most **we** will pay for any one event is £400. **Your excess** does not apply to this part of the policy.

The Following Sections 8, 9,10,11 And 12 Apply Only to Your Car.

Section 8

Personal Belongings in Your Car

What is covered

We will cover loss of or damage to clothing and personal belongings caused by fire, theft, attempted theft or an accident while they are in or on **your car**.

The most **we** will pay for any one event is £200.

If any item which has been lost or damaged does not belong to **you**, **you** may ask **us** to pay the benefit to the actual owner. If the owner accepts **our** payment, this will prove that **we** have paid the claim.

What is not covered

We will not cover the following:

- money, credit or debit cards, stamps, tickets, vouchers, documents or securities (such as share certificates).
- goods or samples carried in connection with any trade or business.
- wear, tear and loss in value.
- property left in a convertible **car** unless it is stored in a locked boot or locked glove compartment.
- property **you** leave in **your car** when it is unoccupied, and:
 - **the car is unlocked;**
 - **the windows or sunroof are open; or**
 - **the keys are inside or on the car.**
- loss or damage to mobile-phone or electronic-navigation equipment.

Section 9

Medical Expenses in Connection With Your Car

What is covered

We will pay up to £100 towards the medical **expenses** for each person injured in **your car** if it is in an accident.

Section 10

Broken Windscreens and Glass of Your Car

What is covered

We will cover the following:

- Replacing or repairing broken glass in the windscreen, back windscreen, sunroof or side windows of **your car**.
- Repairing any scratches on the bodywork caused by the broken glass, as long as there has not been any other loss or damage to **your car**.

What is not covered

We will not cover the following:

- the amount of any excess shown in **your Policy Schedule**.
- 'Panoramic windscreens' (these are larger than normal windscreens).
- any amount greater than £150 if **you** do not use a windscreen supplier **we** approve. If **you** do not claim through a windscreen supplier **we** approve **you** can still claim under the policy but **we** will not pay more than £150 (after taking off the excess).

Section 11

Temporary Replacement Car

When We Will Provide a Replacement Car

We will provide a replacement **car**, from a company **we** choose, if **you** make a claim under section 2 of this policy and:

- **you** have comprehensive cover;
- the loss or damage happens in the **United Kingdom**;
- **we** accept **your** claim;
- **your car** is being repaired by one of **our** partnership repairers;
- **you** agree to keep to all the repair company's **conditions**; and
- **you** are 18 years old or more at the time of the claim.

We provide the replacement **car** so **you** can still get about while **your car** is being repaired. It may not be the same size, type or value as **your own car**.

Your entitlement to a replacement **car** will end:

- when **your car** has been repaired and is ready for **you** to collect or for **us** to re-deliver to **you**; or
- after 28 days; whichever is soonest.

When We Will Not Provide A Replacement Car

We will not provide a replacement **car** if any of the following apply:

- if repairing **your car** would cost more than 60% of its **market value** and **we** declare it a total loss;
- if **we** offer to settle **your** claim under the new-**car** benefit clause in section 2 of this policy; or
- if **your car** is stolen and not found.

If **we** have already provided a replacement **car** and any of the following happen, **we** will stop providing that **car** if:

- repairing **your car** would cost more than 60% of its **market value** and **we** declare it a total loss; or
- **we** offer to settle **your** claim under the new-**car** benefit clause in section 2 of this policy.

Section 12

Car sharing

What is covered

Your policy also covers **you** for carrying passengers in **your car** who pay **you** to do so, as long as:

- **your car** is not built or adapted to carry more than eight passengers (not including the driver);
- **you** are not carrying the passenger(s) as part of **your** business; and
- **you** are not making a profit from the passengers' payments.

Policy Conditions Applicable to Sections 1 to 12

1. General

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.

2. Your duty

You must take reasonable care to make sure that all information given to **us** is complete and correct. This also applies to all information relating to other drivers/riders on the policy.

If **we** discover that **you**/someone acting for **you** has deliberately given **us** false or incomplete information **we** may decide to void the policy back to the date when **you** first provided **us** with this information. This may also affect how **we** pay **your** claim.

We may also recover any money **we** may have paid under this policy.

3. How to Claim and How to Tell us About Claims Which May be Made Against us

In this section only, **you** means **you**, **your** legal representative or anybody insured under this policy.

You must give **us**, as soon as possible, full details of any event that could lead to a claim under this policy.

You must not:

- admit an accident is **your** fault;
- negotiate to settle any claim; or
- offer or promise anything without **our** permission in writing.

You must send **us**, unanswered, any documents **you** receive to do with the claim (or any accident or event which may lead to a claim).

If **you** know about any possible legal action or inquiries that might be carried out, **you** must tell **us** immediately in writing.

We may, in **your** name, take over and deal with a claim and try to recover from others any money **we** have paid out under this policy. At all times **you** must give **us** whatever help **we** need.

If the law of any country where **you** are covered by this policy says **we** must settle a claim which **we** would not otherwise have paid, **we** can ask **you** (or the person who caused the event) to pay **us** that amount.

4. 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.

5. Taking care of your vehicle and property

You must make sure that:

- **your vehicle** is in a roadworthy condition and is safe to drive or ride;
- **you** do all **you** can to keep **your vehicle** and its contents safe;
- **you** do all **you** can to protect yourself against bodily injury; and
- **you** do all **you** can to protect **your motorcycle** protective clothing and keep them in a good state of repair.

If **your vehicle** is damaged by something covered under this policy, **you** must do whatever is necessary to protect **your vehicle** and its accessories from further loss or damage.

If **we** ask, **you** must let **us** examine **your vehicle** at any reasonable time.

Your vehicle must have a current MOT certificate (if it applies).

7. 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.

6. 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.

7. Cancellation by You

If **you** want to cancel **your** policy after the cooling off period has passed, **you** must contact Carole Nash Insurance Consultants Ltd by telephone or by post. As long as **you** have not had a claim under the policy, **we** will refund the part of **your** premium that covers the rest of the period **you** would have been insured for less a Carole Nash Insurance Consultants Ltd cancellation fee. Please refer to the Carole Nash Terms of Business for details.

Your insurance premium will include a payment for **your** legal expenses and breakdown cover which **we** 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.

If a claim has occurred there will be no refund.

8. 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. 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.

9. Arbitration

If **we** accept **your** claim under sections 1-12 of this policy but **we** and **you** cannot agree the amount **we** should pay, **we** may pass the matter to an arbitrator to decide. The arbitrator is an independent person who **we** and **you** will appoint in line with the law in force at the time. **You** cannot take legal action against **us** before the arbitrator makes a decision.

10. Paying Your Premium

If **you** have not paid **your** premium, **we** will not provide cover from the date the premium was due. If **you** claim under this policy and **you** are paying **your** premium under one of **our** or Carole Nash Insurance Consultant Ltd's instalment payment plans, **we** may take from **your** claim any amount **you** still owe **us** for the rest of the period **your** policy applies. The cover under this policy will continue until the renewal date even if one of **your vehicles** is declared a total loss and **you** do not replace it or **we** do not agree to cover a replacement **vehicle**.

11. Contracts (Rights of Third Parties) Act

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only **you** and **we** may enforce any of the terms of this policy. This will not affect any rights other people or organisations have under other laws.

12. 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 Consultants Ltd immediately if any of the following happens:

- **you** or any rider/driver receive any motoring convictions or fixed penalty endorsements (pending or not) or 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/driver has been convicted of a criminal offence or have possible prosecutions outstanding;
- the main rider/driver of **your vehicle(s)** change;
- the registered keeper of **your vehicle** changes;
- **you** get an extra **motorcycle** or change **your vehicle** for another one;
- any modification to or alterations from the manufacturer's 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 or specification of **your vehicle** changes (if **your vehicle** is covered on an **agreed value** basis);
- **you** change the place where **you** usually keep **your vehicle**;
- **you** or any rider/driver develops a health condition which may affect their riding/driving;
- **you** expect to do fewer or more miles each year;
- **you** change **your** occupation;
- **you** change what **your vehicle** is used for (for example **you** start using it for business purposes);
- **you** get a new job (full or part time) or take a second job.
- **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, 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.

13. Agreed Value

You must send all photographs and valuations that Carole Nash Insurance Consultants Ltd require as evidence of the value of **your vintage motorcycle**. If they have not received and accepted the photographs

and valuations they require, any loss or damage to **your vintage motorcycle** will be based on the **market value of your vintage motorcycle** and not on the **agreed value of your vintage motorcycle**.

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.

General exceptions applicable to sections 1 to 12

Vehicle User

This policy does not apply when any **vehicle** it covers is:

- being driven, ridden or used by anybody who is not allowed to do so under **your Certificate of Motor Insurance**;
- being driven, ridden or used for purposes not shown on **your Certificate of Motor Insurance**;
- being driven or ridden with **your** permission by anybody **you** know has never held a driving licence or is disqualified from holding or applying for a driving licence;
- being driven, ridden or used by **you** if:
 - **you are disqualified from holding or applying for a driving licence**;
 - **you do not hold a current and valid driving licence**; or
 - **you are not complying with the terms and conditions of your driving licence**;
 - **towing a caravan, trailer or broken-down vehicle for payment**; or
 - **towing more than one caravan, trailer or broken-down vehicle at any one time**.

Contracts

This policy does not cover any liability **you** have under an agreement or contract, unless **you** would have had that liability anyway.

War

This policy does not cover any loss or damage caused by war, invasion (whether or not war is declared), civil war, rebellion, insurrection, revolution, military force, **acts of terrorism** or other hostile events, unless **we** must provide cover under the Road Traffic Acts.

Radioactivity

This policy does not cover any loss, damage or legal liability directly or indirectly caused by:

- ionising radiation or radioactive contamination from nuclear fuel or from burning nuclear fuel; or
- radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

Using Your Vehicle on Airfields

We will not pay any claim for events that happen while **your vehicle** is parked or is being driven, ridden or used in any area of an airport or airfield used for:

- moving, taking off or landing aircraft;
- parking aircraft or other ground equipment, and for maintaining and refuelling; or
- customs inspections at passenger terminals.

Pollution

Unless the law says otherwise, **we** are not liable for any loss, damage or liability caused by pollution or contamination unless the pollution or contamination is caused by a sudden, identifiable, unexpected and unintended event which happens at one time and place during the **period of insurance**. **We** will treat all pollution or contamination which results from one event as having happened at the same time the event took place.

Fraud

We will not pay any claim and all cover under the policy will end from the date **you** (or anyone acting for **you**):

- make a false or exaggerated claim or support **your** claim with forged or fraudulent documents or evidence; or
- deliberately cause the loss, damage or injury.

Riot

Apart from events covered under section 1, **we** will not cover any accident, injury, loss or damage that happens outside England, Scotland, Wales, the Isle of Man and the Channel Islands that is caused by riot or civil commotion.

Earthquake

Apart from events covered under section 1, **we** will not cover any accident, injury, loss or damage caused by earthquakes.

Use on a Racetrack

This policy will not cover loss, damage, injury or

liability arising while **your vehicle** is being used on a **racetrack** or for completing pre-paid laps of circuits such as the Nurburgring.

This exclusion will not apply whilst **your vintage motorcycle** is being used on any **racetrack** for racing, pacemaking or in any contest or speed trial.

Alcohol and Drugs

This policy does not provide cover for 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 drive/ride your vehicle is:

- a. 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;
- b. Is driving whilst unfit through drink or drugs, whether prescribed or otherwise, c. fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

Making a claim under sections 1 - 12

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 0333 005 2244.

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.

Accident Not Your Fault?

Because **your** Carole Nash benefits package includes legal **expenses** insurance, **we** will help **you** recover **your** uninsured losses and may be able to provide **you** with a replacement **vehicle**.

What you Will Need to Tell us

You will need to tell **us**:

- **your** policy number or the number shown on **your Certificate of Motor Insurance**;
- **your** personal details;
- the driver's or rider's personal details, if **you** were not driving or riding **your vehicle**; and
- full details of what happened, including the details of any other people or vehicles involved and any witnesses' names and addresses.

Your insurer may arrange for one of their representatives to visit **you** to help investigate **your** claim.

Getting Your Vehicle Repaired

If **your vehicle** needs to be repaired, **we** have a network of partnership repairers across the **United Kingdom** who can arrange to start work on **your damaged vehicle** as soon as possible. **You** do not need to get estimates for the repair because **your insurer** already has agreements in place with their repairers.

We can arrange to collect **your vehicle** from **your** home and return it to **you** once it has been repaired. When **your vehicle** has been repaired, **you** will need to pay the repairer the **excess** and any contribution that may apply.

We have chosen repairers carefully to make sure **you** receive the highest standard of repairs and service. All repairs carried out by repairers **we** approve are backed by a three-year warranty.

If **you** want, **you** can arrange for a repairer **you** choose to carry out the repairs. If **you** want to do this, **you** must send **us** a detailed repair estimate and full details of the accident before **your** repairer starts any work.

Temporary Replacement Car

For full details of this scheme, please read section 12 of this policy.

If Your Car or Motorcycle is a Total Loss

If:

- **your car** or **motorcycle** cannot be repaired;
- the cost of the repair is more than the **market value** of the **car** or **motorcycle** and its accessories; or
- **your car** or **motorcycle** is stolen and not found; **we** will call it a total loss and it will become **our** property. **You** must send **us** its registration document (V5 or V5C).

If Your Vintage Motorcycle is a Total Loss

If:

- **your vintage motorcycle** cannot be repaired;
- the cost of the repair is more than the **market value** of the **vintage motorcycle** and its accessories; or
- **your vintage motorcycle** is stolen and not found. If **your Policy Schedule** shows that **your vintage motorcycle** is insured on an **agreed value** basis, in the event of a total loss **you** may be given the option to purchase any remaining salvage at the amount **your vintage motorcycle** will attract on the open market in its damaged condition.

If **your vintage motorcycle** is insured on a **market value** basis, in the event of a total loss the **vintage motorcycle** will become **our** property. **You** must send **us** its registration document (V5 or V5C).

Documents You Must Send us to Claim for a Total

Loss

Before **we** can deal with **your** claim, **you** must send **us**:

- **your Certificate of Motor Insurance**;
- the **vehicle** registration document (v5 or v5c);
- the mot test certificate (if applies);
- all sets of **vehicle** keys;
- details of any money **you** still owe for the **vehicle**; and
- any other documents **you** may want **us** to take into account when valuing **your vehicle** (such as the **vehicle**'s service history).

If possible, please also send **us** the receipt for **your vehicle**. This will help **us** deal with **your** claim faster.

Please send the documents to **us** direct so **we** can pay **your** claim as soon as possible.

We will contact **you** to agree the **market value** of **your vehicle**. From this value **we** will take off the amount of:

- any **excess**;
- any money **you** owe; and
- any premium **you** have not yet paid. **You** must still pay the full yearly premium because **we** have met all **our** responsibilities to **you** under the policy.

If Your Vehicle is Stolen

If **your vehicle** is stolen and is found, but it has been damaged, **we** will either repair it or treat it as a total loss as described above.

If the **vehicle** is not found **we** will treat it as a total loss.

We place all claims for a total loss on a register shared by a range of insurance companies. This is to protect **us** against fraud.

Broken Windscreens and Glass of Your Car

If **you** need to claim for a broken windscreen or broken glass, phone **our** claims hotline on 0333 005 2244.

Personalised Number Plates

If **your vehicle** is stolen and not found, or declared a total loss, **you** should contact the Driver and **Vehicle** Licensing Authority (DVLA) as soon as possible to transfer **your** number plate to a replacement **vehicle**. If **you** fail to do this, **we** may not be able to pay **your** claim as quickly as **we** normally would.

Claiming for 'Uninsured Losses'

When **you** make a claim, any costs which are not included under **your** policy (such as **your** policy **excess**) are known as 'uninsured losses'.

If **you** have an accident and it is not **your** fault, **you** may be able to claim these **costs** back from the other driver. Before **you** contact the other driver or their **insurers** direct, **you** must tell **us** that this is what **you** plan to do.

Total Loss

In the event of a total loss, if the vehicle is the subject of a hire purchase or leasing agreement we will make the payment for the total loss of your car directly to the owner described in the agreement.

Section 13 Personal Accident Insurance

This section provides cover in relation to accidents arising from use of **your car**.

It will also apply to use of **your motorcycle** or **vintage motorcycle** if **your** Schedule shows that **you** have **motorcycle** personal accident cover and **you** have paid an additional premium for it.

Definitions Which Apply to this Part of the Policy

The following words or phrases have the meanings given below whenever they appear in the Personal Accident section of this policy wording. These will be shown in bold.

Administrator

Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited. Authorised and regulated by the Financial Conduct Authority under firm reference number 309657. Company registration number 03092837. Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire, PR7 7NA.

Associated Motorcycle Policy

The **motorcycle** policy in effect at the same time as this contract.

Bodily Injury

Physical injury caused solely and directly by a sudden external unforeseen and identifiable accident event or assault.

Burns

Full thickness burn or **burns** (2nd or 3rd degree) to an area greater than 10% **your** total body skin surface as confirmed by a **medical practitioner** or **expert medical specialist**.

Counselling

Recognised talking therapy treatments undertaken by a registered counsellor in the UK.

Dental Injury

Damage as confirmed by a practicing dentist to **your sound and natural teeth** and supporting structures including damage to **your denture** whilst being worn.

Dental Treatment

Treatment carried out in accordance with the accepted and established dental practice in the UK to restore the state of **your sound and natural teeth or denture** on a like for like basis.

Denture

A full or partial set of artificial teeth fixed to a removable dental plate.

Dislocation

An abnormal separation where two or more bones meet of **your** hip, knee, wrist, elbow, ankle, shoulder blade, collar bone, finger or toe joint or joints which requires reduction under anaesthetic as confirmed by a **medical practitioner** or **expert medical specialist**.

Expert Medical Specialist

A person other than **you** or a member of **your** immediate family or an employee of **yours** who is qualified as a consultant in the branch of medicine to which the bodily injury relates.

Facial Scarring

Permanent facial disfigurement causing scar tissue in the area from the hairline to and including the lower jaw and ears.

Fracture

A break of a bone in the body identified through an X-Ray, computerised tomography (CT) scan or magnetic resonance imaging (MRI) scan and confirmed by a **medical practitioner** or **expert medical specialist**.

Hospitalisation or Hospitalised

Being admitted to a hospital as an inpatient in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands for medical, surgical or other remedial attention, treatment or diagnosis by a **medical practitioner**, or in a continuous unconscious state.

Loss of Hearing

Total loss of hearing in one or both ears to the extent that the hearing loss in one or both ears is greater than 95 decibels across all frequencies using a pure tone audiogram that has lasted 52 consecutive weeks and that in the opinion of an **expert medical practitioner** will not be recovered.

Loss of Limb or Limbs

The complete **loss of a limb or limbs** by physical separation of:

- an arm at or above the wrist or
- leg at or above the ankle

or the total loss of use of an arm or leg which in the opinion of an **expert medical specialist** will not be recovered.

Loss of Sight

The permanent and total loss of sight that will be considered as having occurred:

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

Loss of Speech

The complete loss of speech that has lasted for 52 consecutive weeks and which in the opinion of an **expert medical specialist** will not be recovered.

Medical Practitioner

A person other than **you** or a member of **your** family or an employee of **yours** who is qualified and licensed to practice medicine.

Paraplegia

The total and permanent paralysis of two lower limbs, bladder and rectum which in the opinion of an **expert medical specialist** will not be recovered.

Period of Insurance

The period shown in the Policy Schedule.

Permanent Partial Disability

The permanent and total loss of use of a shoulder, elbow, hip knee, ankle or wrist or the physical separation or total loss of use of a finger or fingers or toe or toes which has lasted 52 consecutive weeks and which in the opinion of an **expert medical specialist** will not be recovered.

Permanent Total Disablement

Disablement which has lasted for 52 consecutive weeks and which in the opinion of an **expert medical specialist** will prevent **you** from engaging in gainful employment of any and every kind for the remainder of **your** life.

Physiotherapy

The recognised treatments performed by a registered physiotherapist in the UK to improve functional movement.

Quadriplegia

The total and permanent paralysis of all four limbs which in the opinion of an **expert medical specialist** will not be recovered.

Sound and Natural Teeth

Non restored teeth that show no sign of being pathologically compromised, or adequately and permanently restored teeth with healthy supporting structures or other permanently fixed prostheses.

Terrorism

An act including but not limited to the use of force

or violence and/or the threat (or perceived threat) thereof of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

We, Us, Our

Astrenska Insurance Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202846. Company registration number : 0170861. Registered office Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU.

You, Your

The person named as Policyholder in the Policy Schedule.

What is covered

If **you** suffer bodily injury as a result of an accident whilst legally riding or mounting or dismounting or while undertaking emergency roadside repairs to the motorcycle insured under **your associated motorcycle policy** during the period of insurance and which within 104 weeks of the date of the incident solely and independently of any other cause results in **your**:

- **death**
- **permanent total disablement**
- **loss of sight**
- **loss of limb or limbs**
- **loss of speech**
- **loss of hearing**
- **permanent partial disability**
- **paraplegia**
- **quadriplegia**
- **hospitalisation**
- **a fracture or fractures**
- **a dislocation or dislocations**
- **facial scarring**
- **burns**

We will pay **you** the applicable benefit as specified in the Table of Benefits shown in the **Policy Schedule**.

We will also pay you the following:

- if **you** suffer a dental injury as a direct result of an accident whilst legally riding or mounting or dismounting or while undertaking emergency roadside repairs to the motorcycle insured under **your associated motorcycle policy** during the **period of insurance we** will pay **you** for dental treatment up to an overall maximum of £250.

- if **you** require physiotherapy as recommended by a **medical practitioner** or **expert medical specialist** for treatment and recovery following a valid claim under this policy for any of the benefits of permanent total disablement, **loss of limb or limbs**, permanent partial disablement, paraplegia, quadriplegia, fracture, dislocation or **burns we** will pay **you** up to £100 for each physiotherapy appointment subject to an overall maximum of £500.
- if **you** require counselling as recommended by a **medical practitioner** or **expert medical specialist** for treatment and recovery following a valid claim under this policy for any of the benefits of permanent total disablement, loss of sight, **loss of limb or limbs**, loss of speech, loss of hearing, permanent partial disablement, paraplegia, quadriplegia, facial scarring or **burns we** will pay **you** up to £100 for each counselling appointment subject to an overall maximum of £250.

If more than one benefit is payable for injuries **you** sustain in a single incident that gives rise to a claim the maximum total amount **we** will pay for all benefits is as shown in the Special Condition in the Policy Schedule.

What is Not Covered

We will not pay benefit for bodily injury directly or indirectly caused by or contributed to or arising from:

- war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- any act of **terrorism** of any kind including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of person's whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- **your** use of a motorcycle for any business trade commercial or professional purposes including but not limited to use as a courier, despatch rider, fast food delivery rider.
- **you** committing or attempting to commit suicide or intentional self injury.
- any sickness illness or disease.
- pregnancy or childbirth.
- **you** committing a criminal or unlawful act.
- **you** being under the influence of or being affected by alcohol or drugs other than drugs taken under the direction of a **medical practitioner**.
- deliberate exposure to danger except in an attempt

to save human life.

- **your** use of a motorcycle not in a roadworthy condition.
- participation in any racing rallies competitions speed test time trials, track days or off road activity of any description or while **you** are serving a ban from holding a **motorcycle** licence.
- muscular or skeletal condition or injury unless caused directly by external sudden violent and visible means during the period of insurance and which is not aggravated by any previous muscular or skeletal condition or injury.
- **your** participation in active service in any armed forces the Territorial Army and other reserve services whether war be declared or not.
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- **we** will not pay benefit for any fracture of a bone due to Osteoporosis (thinning of the bone which is out of proportion to the insured persons age) or bone disease diagnosed prior to the period of insurance.

We will not pay benefit arising from bodily injury **you** sustain on or after **your** 85th birthday.

The following section 14 applies only to your motorcycle and vintage motorcycle

Section 14 Motorcyclists' Helmet and Leathers Insurance

This section of **your** policy only applies if **your** Schedule shows that **you** have this cover and **you** have paid the premium for it.

Definitions Which Applies to this Part of the Policy Only

The following words or phrases have the meanings given below whenever they appear in the Helmet and Leathers section of this Policy wording. These will be shown in **bold**.

Associated Motorcycle Policy

The **motorcycle** policy in effect at the same time as this contract.

Administrator

Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited. Authorised and regulated by the Financial Conduct Authority under firm reference number 309657. Company registration

number 03092837. Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire, PR7 7NA.

Motorcycle Protective Clothing

Specialist **motorcycle** leathers, jackets, trousers, helmets, including any **motorcycle helmet camera**, gloves and boots that **you** own or are legally responsible for.

Motorcycle Helmet Camera

A micro video camera or bullet camera mounted to a **motorcycle** helmet.

Period Of Insurance

The period shown in the Schedule.

Terrorism

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

We, Us, Our

Astrenska Insurance Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202846. Company registration number : 0170861. Registered office Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU.

You, Your

The person named as Policyholder in the Policy Schedule.

What is Insured

We will pay up to the limit shown in the Schedule for loss or damage to **motorcycle protective clothing** including any **motorcycle helmet camera**, that is damaged beyond economical repair following a motorcycle accident that occurs whilst **you** are legally riding, mounting or dismounting or undertaking emergency roadside repairs to the motorcycle insured under **your associated** motorcycle **policy** during the **period of insurance**.

What is Not Insured

- the first £50 of any claim.
- theft of **motorcycle** protective clothing.
- loss or damage caused by deterioration or wear and tear.
- loss or damage unless caused as a result of a motorcycle accident.
- loss or damage caused whilst participating in any racing, rallies, competitions, speed tests, time

trials or the like or while **you** are serving a ban from holding a motorcycle licence.

- loss or damage to the **motorcycle helmet camera** if it is not mounted to a helmet.

The Most We Will Pay for Your Motorcycle Protective Clothing

We will not pay the cost of replacing any undamaged **motorcycle protective clothing** that forms part of a pair or set of the same type, colour or design.

We will decide whether to pay the cost of repairing **motorcycle protective clothing** or replace as new (if damaged beyond economical repair). There will be no reduction for wear and tear.

Claims Procedure Helmet & Leathers and Personal Accident

When **you** become aware of an incident that could lead to a claim **you** must notify Carole Nash as soon as reasonably possible in writing or by telephone and request a claim form.

In writing:

Claims Department

Carole Nash Insurance Consultants Ltd

Embankment West Tower,

101 Cathedral Approach,

Salford,

M3 7FB.

By phone: 0333 005 2244

You should then complete the claim form, sign it and return it to the **administrator** as quickly as possible.

Claims Conditions Personal Accident

- **you** must place yourself under the care of a **medical practitioner** and follow their advice.
- **you** must, at **your** expense, provide **us** with any reports, certificates information and evidence that the **administrator** ask for and do so in the manner the **administrator** request.
- if the **administrator** request it **you** must undergo medical examination at the **administrators** expense.
- **you** must notify the Police immediately following an incident likely to give rise to a claim under this Policy.
- no amount payable will bear interest.

Claims Settlement Helmet and Leathers

- in the event of loss or damage to separate jackets or trousers forming part of a set, the **administrator** will not pay more than the value of the individual article that is damaged.
- the **administrator** will decide whether to pay the cost of repairing **motorcycle protective clothing** or replace as new (if damaged beyond economical repair).
- **you** must be able to provide proof of purchase

in respect of any item which is subject of a claim against this policy.

- **you** must at **your** own expense provide the **administrator** with any reports, certificates, information and evidence that the **administrator** ask for and do so in the manner the **administrator** requests.

Conditions Applicable to Section 13 and 14 Only Arbitration

If any dispute arises between **you** and the **administrator** over the amount payable it will be referred to an arbitrator jointly appointed by **you** and the **administrator** in line with law at the time. The decision of the arbitrator will be final and binding on both **you** and the **administrator** and judgement of the award made by the arbitrator may be entered in any court that has jurisdiction. Whoever loses the arbitration will pay the **costs** of arbitration. If the decision is not totally in favour of either **you** or the **administrator**, the arbitrator will decide who will pay the costs.

Assignment

Unless **we** agree to do so **we** will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this Policy.

Automatic Termination of Cover

All cover provided by this policy will cease immediately and on the same day as the **associated motorcycle policy** is lapsed or it is cancelled or voidable in accordance with the terms of the **associated motorcycle policy** for whatever reason and no refund of premium will be made. This condition does not apply if an immediate replacement motorcycle policy is issued by Carole Nash.

Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. The Administrator will then refund **your** premium in full. **You** may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

Where **we** reasonably suspect:

- fraud
- Non-payment of premium

- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions

You have not taken reasonable care to provide accurate and complete answers to the questions the Administrator or **your** insurance broker ask.

If **we** cancel the policy for any of the above reasons no refund of premium will be payable.

Where **our** investigations provides evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided the Administrator with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

Company's Rights After a Claim (Section 14 Only)

We or **our** representatives will be entitled to take possession of any damaged **motorcycle protective clothing** and deal with any salvage, but no items can be abandoned to **us**. **We** may conduct, in **your** name and on **your** behalf, the defence or settlement of any legal **action** and take proceedings at **our** expense and for **our** own benefit, but in **your** name, to recover any compensation from any third party in respect of anything covered by this Policy.

Cooling Off Period

There is a 14 day cooling off period from the date this Policy is issued. During this period, **you** may return the Policy to the intermediary who sold **you** this insurance if it does not meet **your** requirements **we** will refund **you** the premium **you** have paid, provided **you** have not made a claim or intend making a claim in the future.

Fraud

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 the **Administrator** accepts **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover the **Administrator** provides;
- makes a statement to the **Administrator** or anyone acting on **our** behalf, knowing the statement to be false;
- sends the **Administrator** or anyone acting on the Administrator's 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;

- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- makes a claim which is in any way dishonest or exaggerated;

The **Administrator** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and back date the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

Jurisdiction

This contract will be governed by English Law, and **you** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Language

Unless agreed otherwise, the contractual terms and **conditions** and other information relating to this contract will be in the English Language.

Observance

Our liability is conditional on **your** observance of the terms and **conditions** of this Policy.

Misrepresentation or Misdescription

This Policy may be voidable in the event of misrepresentation or misdescription of answers **you** give to any questions **we** or the **administrator** ask.

Your Duty to Prevent Loss or Damage (Section 14 Only)

You must take all reasonable steps to protect the **motorcycle protective clothing** and keep them in a good state of repair.

Motor Legal Expenses Cover

This insurance is managed and provided by RAC Insurance Limited and RAC Motoring Services.

The insurance covers **legal representative's** costs and other costs and expenses as detailed under the separate sections of cover, up to the **Limit of Indemnity** which is £100,000 where:

- The **claim** takes place within the **Policy Period** and within the **Territorial Limits**, and
- The **Legal Proceedings** takes place in the **Territorial Limits**.

If **you** need to make a **claim** under:

- Section A - please call the claims line on **0333 005 2244**
- Sections B-F - please call the Legal Helpline on **0330 343 8732**

Definitions

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

Claim

Means an incident which **we** accept as falling within the terms of this Motor Legal Expenses Insurance **policy** and which, in **our** reasonable opinion, is the first incident that could lead to a **claim** being made. For example, issues arising from a **road traffic collision** or incident leading to a motoring prosecution.

Legal costs

Means:

- The reasonable, **proportionate** and properly incurred fees, expenses, costs and disbursements incurred by **you** and agreed by **us** in pursuing or defending a **claim**; and/or
- The reasonable costs of a third party for which **you** are ordered to pay by the court or are agreed by **us** and which are incurred in connection with **legal proceedings**;

Legal Proceedings

means the pursuit or defence of civil legal cases for damages and/or injunctions or specific performance, or the defence of a motoring prosecution within a court of criminal jurisdiction within the **territorial limits**.

Legal Representative

Means **us** or the solicitors or other qualified experts appointed by **us** to act for **you** provided that they agree:

- To try to recover all **legal costs** from the other party;
- Not to submit any **claim** for **legal costs** until the end of the case; and
- To keep **us** informed, in writing, of the progress of **legal proceedings**.

Limit of Indemnity

Means the maximum amount payable per **claim** under the **policy** which is £100,000.

Policy

Means this Motor Legal Expenses Insurance policy that is subject to the terms and conditions in this section, along with **your schedule**.

Policy Period

Means the length of time this **policy** is in force, from the start date as shown on **the schedule**.

Proportionate

Means the value of the **claim** must be greater than the costs of pursuing the **claim**.

RAC/We/Us/Our

- For the provisions of cover under sections A-E means **RAC Insurance Ltd**;

- For the provision of services under section F of this policy means **RAC Motoring Services**
- In each case any person employed or engaged to provide certain services on behalf of the RAC Group.

RAC Motoring Services and RAC Insurance Limited

Means RAC Motoring Services and RAC Insurance Ltd. Registered in England, United Kingdom; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority under 310208 & 202737. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Road Traffic Collision

Means a collision involving **your vehicle**, for which **you** were not at fault and another party was at fault.

Schedule

Means the document outlining **your** level of cover.

Standard Terms of Appointment

Means the terms and conditions which **we** will require the **legal representative** to accept in order for **us** to cover **your legal costs**. This contract sets out the amounts **we** will pay the **legal representative** under **your policy** and their responsibilities to report to **us** at various stages of the **claim**. A copy of these terms can be requested by contacting **us**.

Territorial Limits

Means:

- For section A of **your policy**, the **UK** and the European Union;
- For sections B-E of **your policy**, the **UK**.

UK

Means England, Scotland, Wales, Northern Ireland, and for the purpose of this **policy** includes Channel Islands and the Isle of Man.

Uninsured Losses

Means **your** losses directly arising out of a **road traffic collision** that are not covered by insurance.

Vehicle

Means the UK registered **vehicle(s)** that appears on **your schedule** and includes attached trailers.

You/Your

Means the person(s) named as the policyholder on the **schedule**, and for the purposes of making a **claim**, includes any person authorised by the policyholder to drive or to be a passenger in the **vehicle**.

Your Motor Legal Expenses Insurance Cover

It is important that **you** let **us** know as soon as possible if **you** think **you** may need to **claim**. If **you** do not, this may prejudice **your claim** and may mean **we** are unable to cover **you**.

Section A - Uninsured Loss Recovery

What is covered

If **you** are involved in a **road traffic collision** within the **territorial limits** during the **policy period** for which **you** are not at fault, and **you** have **uninsured losses**, for example **your** motor insurance excess or compensation for personal injury, that **you** need to recover, **we** will:

- Provide **you** or **your** passengers with help and advice;
- Put **you** in touch with **our legal representative**, who will assess **your claim**; and
- If **our legal representative**, in their reasonable opinion, agrees **your claim** (including an appeal or defence of an appeal) has a 51% or greater chance of succeeding, **we** will cover **you** or **your** passengers for **legal costs**, up to the **limit of indemnity**.

What is not covered:

- A personal injury **claim** for stress, psychological or emotional injury unless **you** have also suffered a physical injury.

Section B – Motor Prosecution Defence

What is covered

If **you** have received a summons, citation or requisition for prosecution to attend a court for an alleged motoring offence, involving **your vehicle** and occurring within the **territorial limits** during the **policy period**, **we** will:

- Provide **you** with help and advice in respect of the alleged motoring offences;
- Put **you** in touch with our **legal representative**, who will assess **your** case; and
- If in their reasonable opinion, **our legal representative** agrees **you** have a 51% or greater chance of success, **we** will appoint and pay up to the **limit of indemnity** for a suitable representative to either:
 - Defend the allegation; or

- If **you** plead guilty to the offence, look to reduce the impact of the penalty, where it would otherwise result in **you** being disqualified or suspended from driving. This is known as a plea in mitigation.
- Appeal against your conviction or sentence.

What is not covered:

- **We** cannot provide help if **your** summons relates to violence, alcohol or drugs related offences or if **you** had no valid licence or no licence at all;
- **Claims** relating to parking offences where penalty points are not applicable to the offence.
- **We** will not pay fines, costs or other penalties a court of criminal jurisdiction orders **you** to pay;
- Mitigation of a guilty plea if, in **our** reasonable opinion, it would not make a material difference to the outcome of **your** sentence.

Section C – Motor Vehicle Consumer Disputes

What is covered

If **you** enter into an agreement during the **policy period** and within the **territorial limits** relating to a contract for the sale, purchase, servicing, repair, testing, hire or hire purchase of the **vehicle** and wish to claim compensation for a breach of that agreement or defend any **claim** relating to that agreement, **we** will:

- Provide **you** with help and advice;
- Put **you** in touch with **our legal representative**, who will assess **your** case; and
- If **our legal representative**, in their reasonable opinion, agrees **your claim** has a 51% or greater chance of succeeding, **we** will cover **you** for **legal costs**, up to the **limit of indemnity**.

Section D – Motor Insurance Database Disputes

What is covered

If the **vehicle** is seized within the **territorial limits** and during the **policy period** by the police, local authority or government agency, due to incorrect information being stored on the Motor Insurance Database, which is a result of **your** insurance company failing to update the Motor Insurers' Bureau, **we** will:

- Provide **you** with help and advice;
- Put **you** in touch with **our legal representative**, who will assess **your** case; and
- If in their reasonable opinion, **our legal**

representative agrees **you** have a 51% or greater chance of successfully challenging the decision to seize the vehicle, **we** will cover **you** for **legal costs**, up to the **limit of indemnity**.

Section E – Vehicle Identity Theft

What is covered

If **you** are required to attend court regarding an alleged criminal motoring offence due to the unauthorised use of the **vehicle's** identity within the **territorial limits** and during the **policy period**, or **you** have had a civil or criminal judgment wrongly entered against **you**, **we** will:

- Provide **you** with help and advice;
- Put **you** in touch with **our legal representative**, who will assess **your** case; and
- If in their reasonable opinion, **our legal representative** agrees **you** have a 51% or greater chance of successfully defending **legal proceedings** or challenging a judgment, **we** will cover **you** for **legal costs**, up to the **limit of indemnity**.

What is not covered:

- **Claims** where the **vehicle's** identity is used without **your** permission by someone living with **you**.
- **We** will not pay fines, costs or other penalties a court of criminal jurisdiction orders **you** to pay.

Section F - Telephone Legal Helpline

What is covered

We will provide a telephone legal helpline service, open 24 hours a day, 365 days a year. Just call **us** on 0330 343 8732.

We will give **you** initial advice on any private legal matter and any tax matter within the **UK**. Where possible, **we** will tell **you** what **your** legal rights are, which options are available to **you** and how best to implement them. **We** will let **you** know if **you** need a lawyer.

What is not covered:

- Advice where, in **our** reasonable opinion, **we** have already given **you** the options available;
- Advice relating to immigration or judicial review; and
- Advice against **us**.

General Conditions and

Exclusions

The following conditions apply to all sections of this **policy**. If **you** do not comply **we** can refuse cover and/ or cancel **your policy**.

- **You** must pay **your** premium;
- **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**;
- Legal **claims** can be complex and technical. **You** must follow **our** advice or that of the **legal representative**, to continue to receive funding from **us**. If **you** do not (for example, **you** go against **our** advice, fail to co-operate with **our** reasonable requests, delay the **claim**, do not submit **legal costs** to **us** straight away or take any other action that may harm your case) **we** may withdraw cover;
- **We** will not cover **legal costs**:
 - that have not been agreed by **us** or were incurred prior to **us** accepting the **claim**;
 - for **claims** arising from:
 - a. faults in the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **vehicle**; or,
 - b. a **road traffic collision** occurring during a race, rally or competition;
- **We** may withdraw cover if at any point **your claim** has less than a 51% chance of succeeding;
- **You** must always keep any losses **you** incur to a minimum. Ensure **you** take steps to prevent any loss in the first place and don't do anything that could unnecessarily increase **your** losses or prejudice **your claim**. If **you** do not, **we** may not cover **you** and it may affect **your** ability to claim. Please speak to **us** if in doubt;
- **You** must notify **us** of all offers to settle **your claim**. **We** may withdraw cover if we have not provided written authorisation to accept or reject an offer to settle **your claim**;
- **You** must ensure **you** take steps to prevent any loss in the first place and don't do anything that could unnecessarily increase **your** losses or prejudice **your claim**. If **you** do not, we may not cover **you** and it may affect **your** ability to claim. Please speak to **us** if in doubt;
- **We** will need to be able to speak directly to any **legal representative** appointed, or agreed by **us**, even if this is one **you** have chosen;
- Whilst **we** must appoint the **legal representative**, **you** may choose **your** own if it becomes necessary to start court proceedings, or if there is a conflict of interest. If **you** wish to do this, please tell **us** their name and address so we can consider **your** request. **Your** suggested **legal representative** must agree to our **Standard Terms of Appointment**. If for any

reason **we** cannot agree to your suggested **legal representative**, **we** will ask the Law Society of England and Wales (or similar body) to name one;

- If **you** have a dispute with **us** or complaint about the service provided by **us** or a **legal representative we** appoint, please let **us** know using **our** complaints procedure. Please note however, this **policy** will not cover any advice or **your legal costs** in connection with this or any **claim** against **us**;
- **We** may decide not to issue **legal proceedings**, but instead pay **you** directly for **your claim**, for example, where the **legal costs of your claim** are greater than the value of **your claim**;
- If **you** have legal expenses cover with a provider other than **RAC** or if **you** are a member of a trade union and the cover or membership benefits provide cover for **your claim**, **we** will not provide cover.
- During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.

Cancellation of your policy

Please refer to the main cancellation section on page 11 for details.

Complaints

We are committed to providing excellent service. However, **we** realise that there are occasions when **you** feel **you** did not receive the service **you** expected.

If **you** are unhappy with how **your policy** is arranged and administered, for example, the way it was sold to **you**, please contact Carole Nash.

If **you** are unhappy with **our** services please contact **us** as follows:

Telephone: 0330 159 0610

In Writing

Legal Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol
BS32 4QN
legalcustomercare@rac.co.uk

Your Data

When providing **you** with services under **your** Motor Legal Protection cover, RAC Motoring Services and RAC Insurance Limited are the data controllers of **your** personal data. They mainly collect data directly from **you** and use **your** personal data in order to provide their services, including the establishment, exercise or defence of a **claim**. The data they use may include information about **your** health, ethnicity or racial origin, sexual orientation, or religion (depending on the nature of the service **you** require).

RAC Motoring Services and RAC Insurance Limited may share **your** personal data with its service providers and may monitor and record any communications with **you** for quality and compliance reasons. For further information regarding how they will process **your** personal data and **your** rights under the Data Protection law, please visit rac.co.uk/privacy-policy or contact the Data Protection Officer by emailing dpo@rac.co.uk or by writing to Data Protection Officer, RAC, Great Park Road, Bradley Stoke, Bristol, BS32 4QN.

Section 16 United Kingdom and European Breakdown Recovery

This policy is underwritten by Inter Partner Assistance S.A. is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. is part of the AXA Group.

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 UK Assistance is Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

The territorial limit for European Assistance 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, ride or be a passenger in, or on the **insured vehicle**.

UK Assistance

What is covered

Home and Roadside Assistance

We will come out to the insured **vehicle** if **you** cannot drive or ride it after a breakdown, accident, or an act of vandalism involving the **insured vehicle** 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 up to six passengers or **your** pillion 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 up to six passengers or **your** pillion passenger for one night. 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 debit or 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.

Where **we** arrange **vehicle** hire for **you**, **you** must comply with the hire company's terms and conditions.

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 involving the **insured vehicle**, 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(s). The most **we** will pay is £100 per 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, but the maximum that **we** will pay is a total of £300. A doctor must give permission before **we** do this.

Replacement Driver or Rider

If following an accident or a breakdown involving the **insured vehicle** **you** can't drive/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 driver or rider to take **you**, the **insured vehicle** and **your** passenger(s) to **your** home address within the United Kingdom.

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, or an act of vandalism involving the **insured vehicle** 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 drive/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 under this section of the policy during any 12 month period. Once the maximum number of claims has been reached, a referral service will be offered to assist. All **costs** will be charged to **you**.

Where the **insured vehicle** is not a motorcycle, **you** must carry a serviceable spare tyre and wheel for **your** vehicle, trailer and caravan.

European Assistance

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

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

What is covered

Roadside Assistance and Recovery

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

We will arrange and pay for it to be taken to the nearest repairer for it to be repaired at **your** cost. If **you** have a problem involving the **insured vehicle** on a motorway outside the United Kingdom 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.

Onward Travel and Accommodation

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

Accommodation

Up to three nights bed and breakfast accommodation for **you** and up to six passengers or **your** pillion passenger. 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 debit or credit card, to pay for the fuel **you** use, insurance 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 up to six passengers or **your** pillion 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.

Vehicle Repatriation

If the **insured vehicle** cannot be repaired within the **territorial limits** of this section, or by the time **you** have to get home, **we** will arrange and pay for it to be taken to the nearest garage or to **your** home address in the United Kingdom.

You must give **us** a signed list of any items which are left in, or on, the **insured vehicle** before **we** arrange to have it taken to the nearest garage or to **your** home address. **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** vehicle to the United Kingdom if **we** believe the cost of doing so would be less than the market value of the insured in the United Kingdom 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 United Kingdom by **us**, **we** will pay for the cost of storing the **insured vehicle**. The most **we** will pay is £100.

Replacement Driver or Rider

If following an accident or a breakdown involving the **insured vehicle** **you** can't drive/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 driver or rider to take **you**, the **insured vehicle** and **your** passenger(s) to **your** home address within the United Kingdom.

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 under this section of the policy during any 12 month period. Once the maximum number of claims has been reached, a referral service will be offered to assist. All costs will be charged to **you**.

Where the **insured vehicle** is not a motorcycle, **you** must carry a serviceable spare tyre and wheel for **your** vehicle, trailer and caravan.

What is not covered

We will not provide cover under the UK Assistance or European Assistance sections of this policy 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.
- where the **insured vehicle** which is involved in a breakdown, accident or act of vandalism has no current mot certificate or european equivalent (if

one is needed) and no valid road fund licence.

- where the **insured vehicle** which is involved in a breakdown, accident or act of vandalism was being used for any criminal act.
- where the **insured vehicle** which is involved in a breakdown, accident or act of vandalism was being driven or ridden whilst under the influence of or was in any other way being used in connection with alcohol, drugs or solvent abuse.
- where **you** call **us** out following a breakdown or accident for a problem which **you** have called **us** about before, but which **you** have not, in **our** opinion, tried to get 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 the **insured vehicle** is stuck in sand or mud. If specialist equipment is needed to recover the **insured vehicle**, **you** will have to pay the extra cost.
- any release fees **you** have to pay if the **insured vehicle** is stolen and recovered by the police.
- any loss or damage to the **insured vehicle** and its accessories 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 of repairs to the **insured vehicle** when **your** vehicle is repaired in any garage to which it is taken. **We** cannot give any guarantee or warranty in respect of the quality of the repairs carried out to the **insured vehicle**. If **you** have any concerns about the quality of the repairs **you** must take them up directly with the garage responsible.
- the cost of the recovery or repair vehicle coming out to **you** if, after requesting assistance to which **you** are entitled, the **insured vehicle** is moved, recovered or repaired by any other means.
- the **insured vehicle** being used for road-racing, rallying, pace-making, speed testing or any other competitive event.
- 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.
- 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.

- this policy does not cover any loss or damage caused by war, invasion (whether or not war is declared), civil war, rebellion, insurrection, revolution, military force, acts of terrorism or other hostile events, unless **we** must provide cover under the road traffic acts.

The Following Condition Applies to Section 16 Only

Authorisation

Under Section 16 of this policy, 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.

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 vehicle registration number.**
 - **the make and colour of the insured vehicle.**
 - **a telephone number we can contact you on.**
 - **details of what has happened.**
- do not make **your** own arrangements.
 - **you** and any passenger(s) 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 United Kingdom 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 subject to the limits applicable to this section **you** can claim these **costs** back from **us** when **you** get home by calling **us** on 0800 093 5318.

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 **your** breakdown assistance claim, in order to evaluate **your** claim and provide other services as described in this **policy**,
- b. 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;
- c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of recordkeeping, training and quality control;
- d. 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
- e. 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.axaassistance.co.uk. Alternatively, a hard copy is available 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: 0333 005 6611

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

If Your Complaint is in Relation to the Insurer:

Please, contact the Personal Lines Service Manager at:

Ageas Insurance Limited

60 Spring Gardens

Manchester

M60 1HU

Tel: 0161 834 9888

Email: underwritingcustomerservice@ageas.co.uk

For Complaints About Claims Contact:

Ageas Insurance Limited

Personal Insurance Claims Centre

1 Port Way

Port Solent

Portsmouth

Hampshire

PO6 4TY

Phone: 0800 161 5195

Email: claims.director@ageas.co.uk

We promise to:

- acknowledge **your** complaint within five days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint; and
- respond in full to **your** complaint within 28 days. If this is not possible for any reason, **we** will write to **you** to explain why **we** have not been able to settle the matter quickly. **We** will also let **you** know when **we** will contact **you** again.

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

Please write to:

Legal Customer Care

RAC Motoring Services

Great Park Road

Bradley Stoke

Bristol

BS32 4QN

Email: legalcustomercare@rac.co.uk

Phone: 0330 159 0610

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

E-mail: quality.assurance@axa-assistance.co.uk

Phone: 01737 815 215

If your complaint is in relation to Personal Accident Insurance or Motorcyclist Helmet and Leathers Insurance, please contact:

The Quality Assurance Manager
Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA
Telephone: 0333 043 1329
Email: qtmil@coplus.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

Tel: 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 **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 **policy**, RAC Insurance Limited, are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that 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

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 Insurance Consultants Limited

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

Tel: 0333 005 6611

Email: sixwheel@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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