

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: 0330 013 2065

In Ireland: 1 800 535 005

Rest of Europe: +33 472 43 52 55

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 21.

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, 21 and 25 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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E-mail: sixwheel@carolenash.com

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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.

Thanks again for choosing Carole Nash.

The Carole Nash Team

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.

Where **you** have paid for **your** premiums using a loan and **you** are paying **your** instalments for that loan to **us**, **your insurer** or another finance provider, the amount that **we** or **your insurer** may deduct from any claim payment made is the amount of the remaining instalments as notified to **us**, **your insurer** or finance provider.

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.

Where **you** have paid for **your** premiums using a loan and **you** are paying **your** instalments for that loan to **us**, **your insurer** or another finance provider, the amount that **we** or **your insurer** may deduct from any claim payment made is the amount of the remaining instalments as notified to **us**, **your insurer** or finance provider.

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 a premium when it is due - where we have been unable to collect a premium payment, or **you** default on payment if **you** are paying by instalments directly to **us**, to **your insurer** or a finance provider, **we** will contact **you** in writing requesting payment by a specific date. If payment isn't received by that date, we'll issue **you** with a 7 days' notice to **your** last known address or email and subsequently cancel your policy. (**We** will use reasonable endeavours to collect the outstanding amounts before we cancel your policy)
- 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.

Where **you** have paid for **your** premiums using a loan and **you** are paying **your** instalments for that loan to **us**, **your insurer** or another finance provider, the amount that **we** or **your insurer** may deduct from any claim payment made is the amount of the remaining instalments as notified to **us**, **your insurer** or finance provider.

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 manufacturers standard specification, including any manufacturer or dealer fitted option, whether or not performance is altered or any other changes which could improve value, appearance, performance or handling;
- The condition 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**;
 - **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:

- found to be over the limit for alcohol to the extent which would constitute an offence under the laws of the country in which the accident occurred;
- Is driving whilst unfit through drink or drugs, whether prescribed or otherwise, 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 there of, 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 Administrators 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.

Section 15 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:

- a. The **claim** takes place within the **Policy Period** and within the **Territorial Limits**, and
- b. 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 UK & European breakdown recovery policy

Breakdown cover is provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Limited (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Contact information

Breakdown

By phone: 0330 013 2065

Online / In writing: www.rac.co.uk/reportbreakdown

Breakdown in Europe

Europe: +33 472 43 52 55

French Landline(freephone): 0800 290 112

Republic of Ireland(freephone): 1 800 535 005

Bringing your motorcycle back to the UK after a breakdown

By phone: 0330 159 0342

Claim Form Requests

From the UK: 0330 159 0337

europeanclaims@rac.co.uk

From Europe: +44 161 332 1040

www.rac.co.uk/europeanclaimform

Customer Services

By phone: 0333 005 6611

Email: sixwheel@carolenash.com

Hearing assistance

Telephone prefix 18001 to access Typetalk or text us on 07855 828282

Telephone charges

Please note that **we** do not cover the cost of making or receiving telephone calls. **Our** calls may be monitored and/or recorded.

In the UK: Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at **your** standard network rate.

In Europe: Roaming charges may apply when making or receiving calls, please check with **your** mobile phone provider for more information. It may not always be possible for **us** to return a call to a mobile phone.

If the **vehicle breaks down**, please provide **us** with

1. **Your** name or policy number
2. The **vehicle's** make, model and registration number
3. The exact location of the **vehicle** - the road **you** are on or the nearest road junction
4. The number of the phone **you** are using
5. The cause of the **breakdown**, if **you** know it
6. Identification such as a bank card or driving licence
7. **Your** credit or debit card if **you** need additional services

If **you** fail to make contact within 24 hours of becoming aware of the **breakdown** cover may be refused in relation to the **breakdown**.

Remember

Please let **us** know if **you** have called **us** but manage to get going before **we** arrive. **We** will only provide cover if **we** arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by **you** or on **your** behalf.

Breakdown or involved in a road traffic collision on a motorway in France or Mainland Europe

Motorways in France and many other European countries are privately managed. If the **vehicle breaks down** or is involved in a **road traffic collision** on a French motorway, motorway service area, or other European private motorway, **you** must use the roadside emergency telephones as **we** cannot send assistance. If the **vehicle** is recovered by the police or authorised motorway services, **you** may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

We will **reimburse** these charges as long as the **vehicle** is towed to the recovery company's depot. This may also apply to other roads, so **we** recommend **you** use the emergency phones where available. If **they** will not send a **breakdown** recovery **vehicle**, **you** should contact **us**.

Definitions

Any words in bold appearing throughout this **RAC Breakdown Cover** have a specific meaning which **we** explain below.

“beyond economical repair”

means where the total cost required to repair the **vehicle**, including any taxes, is greater than the **market value** of the **vehicle**. If the **vehicle** has **broken-down** or had a **road traffic collision** in **Europe**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the service provider in the applicable country in **Europe** where the **breakdown** or **road traffic collision** has occurred;

“breakdown”/“breaks down”/“broken-down”

means an event during the **policy period**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, a mis-fuel, flat tyres, broken or lost keys or keys locked in the **vehicle**, but not as a result of a **road traffic collision**, fire, flood, theft, acts of vandalism, any fault caused by actions or omissions of the **driver**;

“caravan”/“trailer”

means any **caravan** or **trailer** that is less than (a) 3.5 tonnes; (b) 7 metres long; (c) 2.55 metres wide; and (d) 3 metres high;

”claim”

means each separate request for service or benefit for cover under any section of this **RAC Breakdown Cover**;

“driver”/”their”/”they”

means **you** or any **driver** of the **vehicle** at the time a **breakdown** occurs who is authorised to be driving the **vehicle** and is permanently resident in the **UK**;

“effective date”

means the date that this **RAC Breakdown Cover** begins, or renews, as shown on **your policy schedule**;

“end date”

means the date that this **RAC Breakdown Cover** expires as shown on **your policy schedule**;

“Europe”

means the mainland countries of Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding the Canary Islands, Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above in the Mediterranean Sea;

“home”

means, in respect of an individual, the address **you** reside at in the **UK** and, in respect of a business the registered/trading address in the **UK**, as shown on **your policy schedule**;

“market value”

means the **market value** in the **UK**, as reasonably determined by **us** in accordance with published industry data (using Glass's Guide or other appropriate trade **vehicle** valuation guide(s)), of a **vehicle** based

upon one of the equivalent age, make, recorded mileage and model;

“motorhome”

means a **UK** registered **vehicle** as shown on **your policy schedule**, which is owned, contract hired or leased by **you** and is a **vehicle** that is registered with the DVLA (or equivalent) as either a **motorhome**, motor **caravan**, a camper van or van with side windows and less than 3.5 tonnes GVM;

“passengers”

means the **driver** and up to the number of **passengers** allowed as shown in the **Vehicle** Registration Document travelling in the **vehicle**;

“planned departure date”

means the date when **you** intend to begin **your trip**. **We** may ask for proof of this;

“policy period”

means the length of time for which **your RAC Breakdown Cover** is in force as shown on **your policy schedule**;

“policy schedule”

means the document entitled “**policy schedule**” containing important details about this **RAC Breakdown Cover** and levels of cover;

“policy year”

means the **policy period**, from the **effective date**;

“RAC”/“we”/“us”/“our”

1. For Sections A, B and C means RAC Motoring Services;
2. For Sections D, E and F means RAC Insurance Limited;
3. For Your data means RAC Motoring Services and RAC Insurance Limited;
4. For Additional services means RAC Motoring Services; and
5. In each case any person employed or engaged to provide certain services on their behalf;

“RAC Breakdown Cover”

means this **RAC Breakdown** policy that is subject to the terms and conditions together with the **policy schedule**;

“reimburse”/“reimbursement”

means **reimbursement** by **us** under the **reimbursement** process;

“road traffic collision”

means a traffic collision that immobilises the **vehicle**;

“specialist equipment”

means resource or equipment that is not normally required by **us** to complete a repair or recovery, for example a crane, tractor or winching and specialist lifting equipment;

“Carole Nash”

means, Carole Nash a trading name of Carole Nash Insurance Consultants Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 307243. Company registration number: 2600841. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB who arrange and administer this RAC Breakdown Cover;

“trip”

means a journey to **Europe** which begins and ends on return from **home** during the **policy period**;

“UK”

means England, Scotland, Wales, Northern Ireland, and for the purpose of this **RAC Breakdown Cover** includes the Channel Islands and the Isle of Man;

“vehicle”

means the UK registered vehicle, as shown on your policy schedule, that vehicle that complies with the following specifications:

1. it is a car or a **motorhome** that is less than (a) 3.5 tonnes; (b) 6.4 metres long; (c) 2.55 metres wide; or
2. it is commercial vehicle that is less than (a) 7.5 tonnes; (b) 2.55 metres wide; or
3. it is a motorcycle over 49cc and is not a mobility scooter;

“you”/“your”

means the person, as shown on **your policy schedule** taking out the **RAC Breakdown Cover** and that in respect of an individual resident in the **UK** or, in respect of a business, has its registered office/trading address in the **UK**.

Important information about your RAC Breakdown Cover

- This **RAC Breakdown Cover** is intended to offer services relating to the **breakdown** of **vehicles**. Based on the information provided this **RAC Breakdown Cover** meets the demands and needs of those who wish to ensure the risk of the **breakdown** of **vehicles** is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **breakdown** of **vehicles** are met.
- Some sections of cover are optional. The ones **you** have chosen are listed on **your policy schedule**. Please make sure this is correct.
- There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.

- All requests for service must be made directly to **us**.

Your RAC Breakdown Cover consists of:

1. **Breakdown Policy** – one or more contracts – depending on the type of cover:
 - a. RAC Motoring Services provides cover under Sections A, B and C; and
 - b. RAC Insurance Limited provides insurance for all other Sections.

A premium is payable for these contracts which will be made clear to **you** in advance of purchase.

2. A **policy schedule**– detailing the type of cover **you** have, the level of cover chosen, and the cost of cover. The **policy schedule** will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to **you** by **Carole Nash** following purchase.

Policy type

This **RAC Breakdown Cover** covers the **vehicle** shown on **your policy schedule** and if registered at **your home** address. The **vehicle** is covered whoever is driving.

Policy year

The **RAC Breakdown Cover** will start on the **effective date** and end after the **end date** as shown on **your policy schedule**.

Limits of cover

Cover under this **RAC Breakdown Cover** is subject to limits on:

1. When a **claim** can be made:
 - a. no **claim** is permitted under section A if the **breakdown** occurred prior to purchasing this **RAC Breakdown Cover**;
 - b. no **claim** is permitted under sections B to F within 24 hours of the initial **effective date** of the **RAC Breakdown Cover**, nor within 24 hours of any upgrade to an upgraded section; and
 - c. in order to make a **claim** under Section C (Recovery) or Section D (Onward Travel) **we** must have first attended under Section A (Roadside) or Section B (At Home).
2. The number of claims that can be made per **policy year** whether under a particular section, or as a whole, one **claim** means one request for service or benefit for cover under any section of this **RAC Breakdown Cover**, regardless of who makes the **claim**;
3. The amount that is covered for certain types of **claim** or for certain sections, as set out in this **RAC Breakdown Cover**.

Reimbursement

Under some sections, **you** may need to pay for the service up front and **claim** this back from **us**. To do so, please visit www.rac.co.uk/reimbursementclaimform. If **you** have any queries please contact **Breakdown** Customer care on 0330 159 0337. Please send **your** completed **claim** form with proof of payment (such as a receipt) to Customer Services. **We** may ask **you** to supply original documents.

Please note: any costs that are not arranged through **us** or agreed by **us** will not be **reimbursed**.

Hire car terms

Certain sections of this **RAC Breakdown Cover** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

What Is Covered

1. In the **UK**, **we** will arrange and pay for the hire cost of a replacement **vehicle** for up to 2 consecutive days or until the **vehicle** has been repaired, if sooner. If the **vehicle** is a light commercial **vehicle** **we** will arrange and pay for a replacement van close in size to the **vehicle**. For all other types of vehicles **we** will arrange and pay for a small hatchback;
2. In **Europe**, **we** will arrange and pay for the hire cost of a replacement car for up to 14 consecutive days or until the **vehicle** has been repaired if sooner. Any replacement **vehicle** will be limited to a small hatchback;
3. If **you** are not eligible for a hire car arranged by **us** for any reason, such as **you** do not meet the hire car provider’s terms (e.g. **you** have points on **your** licence), and **you** choose to hire a car yourself, let **us** know before **you** hire a car, and then provided **we** have agreed the cost, **we** will **reimburse you** up to £35 per day;
4. Where **we** arrange a hire car **we** will pay the insurance and collision damage waiver (this covers the cost of damage but **you** would still need to pay the excess).

What Is Not Covered

1. **We** will not provide any specific car type, model or accessories, including tow bars.
2. Any cost of:
 - a. delivery and collection of the car hire and any fuel used;
 - b. fuel while using the car hire; or
 - c. any insurance excess and additional costs.

Your cover

Section A. Roadside

RAC Breakdown Cover includes cover for Roadside.

What Is Covered

If the **vehicle breaks down** within the **UK** more than a quarter of a mile from **your home**, **we** will:

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **vehicle** and **your passengers**, along with any **caravan** or **trailer** attached to it, to a destination chosen by the **driver** up to a maximum of 20 miles from the **breakdown**;
3. If **we** recover the **vehicle** to a garage, **we** will **reimburse you** for taxi costs for **passengers** to continue the journey to a single destination within 20 miles.

What Is Not Covered

1. The cost of any parts or **specialist equipment**;
2. The fitting of parts, including batteries, supplied by anyone other than **us**;
3. Any **breakdown** resulting from a fault that **we** have previously attended and:
 - a. the original fault has not been properly repaired; or
 - b. **our** advice after a temporary repair has not been followed;
4. Recovery for **caravans** or **trailers** if the **caravan** or **trailer breaks down**.

Section B. At Home

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for At Home.

What Is Covered

We will provide the same cover as the “Covered” part of Section A (Roadside) if the **vehicle breaks down** at, or within a quarter of a mile of, **your home**.

What Is Not Covered

Please see the “Not covered” part of Section A (Roadside), which also applies here.

Section C. Recovery

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Recovery.

What Is Covered

If **we** are unable to repair the **vehicle** under Section A (Roadside) or Section B (At Home), **we** will recover the **vehicle** and **your passengers**, along with any **caravan** or **trailer** attached to it, from the **breakdown** location to a single destination chosen by the **driver** within the **UK**. For long distances **we** may use more than one recovery **vehicle**.

Please note: recovery must be arranged with **us** while **we** are at the scene.

What Is Not Covered

1. Please see the “Not covered” part of Section A (Roadside), which also applies here;
2. Any **claims** due to tyre faults where the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle's** manufacturer or a locking wheel nut key; or
3. A second recovery owing to the intended original destination being closed or inaccessible.

Section D. Onward Travel

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Onward Travel.

If **we** attend a **breakdown** under Sections A (Roadside) or B (At Home), and cannot fix the **vehicle** on the same day, **we** will help the **driver** by making arrangements to allow the continuation of the journey. The **driver** can choose one of the following options, based on the circumstances, subject to availability:

1. Hire car;
2. Alternative transport; or
3. Overnight accommodation.

What Is Covered

1. Hire car

Please see Hire car terms.

Hire cars must be arranged with **us** within 24 hours of the time of **breakdown**.

2. Alternative transport

If the **driver** would prefer to continue the journey by air, rail, taxi or public transport, **we** will **reimburse you** for a standard class ticket up to £150 per passenger or £500 for all **passengers**, whichever is less.

3. Overnight accommodation

The **driver** may decide that waiting for the **vehicle** to be fixed is best. **We** will arrange one night's bed and breakfast accommodation, up to a value of £150 per passenger or £500 for all **passengers**, whichever is less.

4. Assistance in a medical emergency

We will also help if the **driver** or one of the **passengers** suddenly or unexpectedly falls ill or is injured and needs medical help before the end of the journey. **We** will help to:

1. book one night's bed and breakfast accommodation for the **driver** and **passengers** if the hospital is more than 20 miles from **home**. **We** will **reimburse you** up to £150 per passenger or £500 for all **passengers**; and
2. arrange to get the patient **home** or to a local hospital as soon as **they** are fit to travel.

What Is Not Covered

We will not assist the **driver** where **they** or one of the **passengers** is taken ill or is injured during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

Section E. Mis-fuel Rescue

RAC Breakdown Cover includes cover for Mis-fuel Rescue.

What Is Covered

If the **vehicle** has broken down in the **UK** due to the incorrect fuel being put into the fuel tank, **we** will:

1. Drain, flush and clean out the fuel system;
 2. fill the **vehicle** with up to 10 litres of fuel to get the **vehicle** mobile and allow the **driver** to drive to the nearest fuel station; and
 3. arrange the safe disposal of the contaminated fuel;
- If **we** are unable to repair the **vehicle** due to mechanical damage caused by the mis-fuelling **we** will recover the **vehicle** and **passengers** to a destination chosen by the **driver** up to a maximum of 20 miles from the **breakdown**.

What Is Not Covered

1. Damage due to:
 - a. AdBlue or similar diesel exhaust fluid being put in the fuel tank;
 - b. gradual loss of the ability of a part to work exactly as it was designed to by the manufacturer, caused by time and/or the **vehicle's** mileage; or
 - c. malicious actions, pre-existing faults or defects;
2. Any damage not caused by mis-fuelling.

Section F. European Motoring Assistance

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for European Motoring Assistance.

Limits of cover

The cover under Section F is subject to an aggregate overall limit of £2,500 per **claim** and 3 **claims** per **policy year**, limited to 1 **claim** per **trip** and is subject to the further limits of cover in respect of each type of cover. Each **trip** is limited to a maximum of 90 days.

Section F1: Onward travel in the UK

What Is Covered

If **we** attend a **breakdown** under Section A (or C) and cannot fix the **vehicle** by **your planned departure date** and **you** are within 24 hours of **your planned departure date** **we** will arrange a hire car for the continuation of **your trip** for up to 14 consecutive days or until the **vehicle** had been fixed if sooner and one person will be transported to the nearest hire car supplier to collect the **vehicle**.

What Is Not Covered

Requests following a **road traffic collision**.

Section F2: Roadside assistance in Europe

What Is Covered

If the **vehicle breaks down** or is involved in a **road traffic collision** in **Europe** during a **trip**, **we** will send help to either:

1. Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will:
 - a. recover the **vehicle** and **passengers** to a local garage for fault diagnosis on the **vehicle**;
 - b. pay for the initial fault diagnosis to find the next course of action;
 - c. contribute towards the garage labour charges up to £175 when the **vehicle** can be repaired on the same day;
 - d. help **you** purchase replacement parts if **they** cannot be found locally, and pay for them to be delivered; and

- e. **we** will also relay any urgent messages from the **driver** to a contact of **their** choice.

What Is Not Covered

1. Repair costs, including garage labour charges:
 - a. If the **breakdown** was due to mis-fuelling or a flat tyre. **You** are also not covered for any benefits under any other section of this **RAC Breakdown Cover**;
 - b. if the **vehicle** was in a **road traffic collision**; or
 - c. if the **vehicle** repair costs will be more than its **market value**;
2. Any liability if damage is caused to the **vehicle** whilst attempting to get keys, which have been locked in the **vehicle**, out. **You** are also not covered for any benefits under any other section of this **RAC Breakdown Cover**; or
3. The costs of any parts.

Please note: By claiming under this section **you** are authorising **us** and the garage to undertake fault diagnosis.

Section F3: Onward travel in Europe

What Is Covered

If the **vehicle** has **broken-down** or is involved in a **road traffic collision** during a **trip** in **Europe** and **we** establish that the repairs cannot be completed within 12 hours, **we** will help the **driver** by making arrangements for the **passengers** to continue the **trip**. The **driver** can choose any one or a combination of:

1. Alternative transport; or
2. Additional accommodation expenses.

1. Alternative transport

1. A hire car as a replacement until the **vehicle** has been fixed up to 14 consecutive days; or
2. A standard class ticket up to £125 per passenger per day and £1,500 in total for travel by air, rail, taxi or public transport.

2. Additional accommodation expenses

We will arrange and pay for additional accommodation expenses if **you** are unable to use **your** pre-arranged accommodation up to £50 per person per day up to a maximum of £500 for all **passengers**.

3. Getting your passengers home

We will provide alternative transport as above to get the **passengers** back **home** if:

1. The **vehicle** is brought back **home** under Section F4; or
2. Once **we** establish that the repair costs to the **vehicle** exceed its **market value** under Section F4.

What Is Not Covered

Accommodation where the **driver** has suitable alternative accommodation that can be used. Cover under this section will stop once:

1. The **vehicle** has been repaired to a roadworthy condition;
2. The decision to bring the **vehicle home** is made by **us** or **your** motor insurer; or
3. Once **we** establish that the repair costs to the **vehicle** exceed its **market value**.

Once the **driver** is notified of cover ending, if **they** have a hire car, it must be returned to the place agreed with **us** within 24 hours. The **driver** can keep the hire car for longer if **you** agree this with **us** first and pay for it.

Section F4: Getting your vehicle home

What Is Covered

If **we** attend a **breakdown** or **road traffic collision** in **Europe** under Section F2 and the **vehicle** cannot be repaired before the drivers planned return to the **UK**, **we** will arrange and pay for:

1. Recovery of the **vehicle** to a single destination of the drivers choice within the **UK**; and
2. Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **UK**; or
3. If the **vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the **vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, **we** will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the **UK** once **we** have brought the **passengers home** under Section F3 until the **vehicle** is brought back to the **UK**, up to 2 consecutive days in total.

We will take the **passengers** in the **vehicle home** under Section F3 (Onward Travel in **Europe**).

It is **our** decision whether to get the **broken-down vehicle home** or have it repaired locally. **We** will follow **your** motor insurer's decision whether to get the **vehicle home** or have it repaired locally following a **road traffic collision** covered by **your** motor insurance.

What Is Not Covered

1. Any costs:
 - a. if the **vehicle** is **beyond economical repair**;
 - b. covered under **your** motor insurance;
 - c. relating to storage once **you** have been

- d. notified that the **vehicle** is ready to collect; and
- d. relating to any costs incurred as a result of actions or omissions of **your** motor insurers;
2. **We** will not take the **vehicle back home** if:
 - a. the **vehicle** is roadworthy; or
 - b. a customs officer or other official finds any contents in the **vehicle** that are not legal in that country;
3. Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**;
4. **We** will not cover the costs of fuel, insurance or meals; or
5. **We** will only cover costs under this section up to the **market value**, so if **you** want **us** to bring the **vehicle home** and the costs of bringing the **vehicle home** exceed this amount **you** will need to pay any costs above this amount before **we** make arrangements.

Important

- Following **our** authorisation, it can take up to 14 working days for the **vehicle** to be delivered back to the **UK**. At busy times and from some countries it may take longer.
- If **we** do not bring the **vehicle** back to the **UK**, **you** will have 10 weeks in which to advise **us** of how **you** wish to recover or dispose of it. If **you** do not contact **us** within 10 weeks **we** will dispose of it at **your** cost.

Section F5: Vehicle break-in emergency repairs

Before claiming under this section the break-in must be reported to the police within 24 hours in order to obtain a written report.

What Is Covered

If the **vehicle** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown** **we** will **reimburse you**, up to £175 for:

1. immediate emergency costs incurred in order to continue the **trip**; or
2. the costs of recovering the **vehicle** to a local repairer to ensure the **vehicle** is secure and roadworthy.

What Is Not Covered

1. The cost of any parts; or
2. Any benefits under any other section of this **RAC Breakdown Cover**.

Section F6: Replacement driver

What Is Covered

Although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, if the **driver** suddenly or unexpectedly falls ill or is injured during the **trip** in **Europe**, meaning **they** are unable to drive, **we** will provide a replacement **driver** to allow the **trip** to continue or return **home**. **We** will require written confirmation from the treating hospital or medical expert that the **driver** is unable to drive.

What Is Not Covered

1. If there is another qualified **driver** who is a passenger and who is fit and legally able to drive the **vehicle**.
2. Any benefits under any other section of this **RAC Breakdown Cover**.

General conditions for Section F

1. **We** will not cover any **claim** for any repairs to a **vehicle** which are not essential in order to continue the **trip**;
2. Any **claim** which the **driver** could make under any other insurance policy. If the value of the **claim** is more than the amount which can be recovered under another policy **we** may pay the difference, subject to the limits as set out in this **RAC Breakdown Cover**;
3. **You** must make sure the **vehicle** meets all relevant laws of the countries visited during a **trip**;
4. How the exchange rate is calculated:
 - a. Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used by them at the time;
 - b. Costs incurred by **you** in a currency other than GBP which are recoverable will be converted to GBP either:
 - i. at the exchange rate used by **your** credit or debit provider; or
 - ii. at the exchange rate used by **us** when **your claim** form is received if **you** paid in cash;
5. When a hire car, taxi, hotel or similar benefit is arranged under this **RAC Breakdown Cover**, **we** will always try to find a suitable option that is available at the time, however:
 - a. **we** are not responsible for the quality or service of each individual hotel, train or taxi

booked; and

- b. for hire cars, whilst reputable companies are used, **we** are unable to and cannot be responsible for checking the condition of each **vehicle** or the quality of service provided by each company;
6. If, following a **breakdown**, the **vehicle** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in **our** reasonable opinion that would lead to additional costs being incurred, **we** reserve the right to refuse to provide cover under Section F3 (Onward travel in **Europe**) or Section F4 (Getting **your vehicle home**);
7. If the **breakdown** or is involved in a **road traffic collision** is caused by flooding brought about by adverse weather **we** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be an additional cost paid by **you**, or must be referred to the **vehicle's** motor insurer;
8. This **RAC Breakdown Cover** does not cover:
 - a. **vehicle** storage charges, other than under Section F4;
 - b. the hire of minibuses, motorhomes, motorcycles, **caravans**, **trailers** or vans;
 - c. overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling; or
 - d. breakdowns or road traffic collisions caused by running out of oil or water, frost damage or rust or corrosion.

General conditions

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

1. **You** must pay **your** premium.
2. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**.
3. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take the **vehicle** to a place of repair and **your RAC Breakdown Cover** will not cover this.
4. **We** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by

- someone else, **we** will not provide cover.
6. A **driver** must be with the **vehicle** when **we** attend.
 7. **We** will not be responsible for any loss of or damage to the contents of the **vehicle**.
 8. Where **we** recover **passengers** under the age of 16, **they** must be accompanied by an adult.
 9. **We** will not allow animals in **our** vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport any livestock. **We** will not be responsible for any costs relating to animals.
 10. The **vehicle** must not carry more **passengers** than the number stated in the **vehicle's** registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat, where required.
 11. Where **we** provide a repair to the **vehicle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
 12. **We** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **RAC Breakdown Cover**. For example, **we** will not pay for any loss of earnings or missed appointments.
 13. **We** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.
 14. During extreme weather, riots, war, civil unrest, industrial disputes or any other event, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.
 15. The cost of the following is not covered by this **RAC Breakdown Cover**:
 - a. ferry charges for the **vehicle** and **our vehicle**;
 - b. spare tyres and wheels and repairing or sourcing them; or
 - c. recovery by someone other than **us** even if this is requested by the emergency services. **We** will only provide recovery once instructed to do so by the emergency services.
 16. In handling any **claim** there may be more than one option available to the **driver** under this **RAC Breakdown Cover**. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with the **driver**, and act reasonably at all times.
 17. his **RAC Breakdown Cover** does not cover:
 - a. routine servicing, maintenance or assembly of the **vehicle**;
 - b. **caravan** or **trailers**;
 - c. use of the **vehicle** for public or private hire, the carriage of goods for hire and reward, demonstration purposes or carrying trade plates;
 - d. breakdowns resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - e. breakdowns that occur, or recovery of the **vehicle** to a destination that is, off the public highway to which the **driver** or **we** have no legal access;
 - f. the **vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
 - g. **vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **we** will provide service;
 - h. any **claim** that is or may be affected by the influence of alcohol or drugs;
 - i. any **breakdown** that is caused by or as a result of **vehicle** theft or fire;
 - j. **vehicle** storage charges. If the **vehicle** is being stored, **you** will be contacted at **your** last known address with details of how to arrange collection and any fees which may be payable. In extreme instances, where the **vehicle** has not been collected and fees not paid, the **vehicle** may be disposed or and any outstanding fees will be deducted. **You** will be notified, in accordance with legislation, prior to this happening; or
 - k. any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to **us** under a different policy.
 18. If the **driver** is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is **their** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.

Additional benefits

The following are provided at no additional charge:

Driver-induced faults

If the **vehicle** cannot be driven for any reason other than a **breakdown**, for example if the **vehicle** has broken or cracked glass or there has been a **driver**-induced fault, **we** will send help to the **vehicle**. If **we** cannot get the **vehicle** going again, **we** will recover the **vehicle** and **passengers** up to 20 miles. Any **specialist equipment** required by **us** to repair or arrange recovery of the **vehicle** will be chargeable.

Caravan and trailers

If a **caravan** or **trailer breaks down** within the **UK**, **we** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair. **We** will not provide any other cover under this **RAC Breakdown Cover** if a **caravan** or **trailer breaks down**. However, if a **vehicle breaks down** and there is a **caravan** or **trailer** attached to it **we** will recover the **caravan** or **trailer** as well.

Service in the Republic of Ireland

If the **vehicle** has **broken-down** in the Republic of Ireland, **we** will provide a Roadside attendance service only, as described under Section A (Roadside). If **your home** address is in Northern Ireland and **you** have purchased Section C (Recovery), **we** will recover the **vehicle** to **your home**, or to another destination in Northern Ireland if the distance is less.

Urgent message relay

If the **vehicle** has **broken-down** and the **driver** needs to get in touch with friends and family urgently, **we** will get a message to them.

Replacement driver

If the **driver** becomes ill during a journey in the **UK** and no one within the party can drive the **vehicle**, **we** may be able to provide a replacement **driver**. This service is discretionary, and **we** will decide whether or not to provide this service.

Additional services

We can provide additional services that are not included in **your RAC Breakdown Cover** but **we** will charge **you** for these, for example to:

1. Purchase the parts **you** need to get on **your way**;
 2. Pay for **specialist equipment** to complete
 3. the repairs;
 4. Extend the hire time for a replacement car; or
 5. Arrange a second or extended recovery.
- If **you** need extra help, **we** will agree the costs up front and will need full payment before **we** can help.

If **you** took out the **RAC Breakdown Cover**, **you** will be responsible for any additional charges so if **we** help someone under **your RAC Breakdown Cover** and **they** cannot pay, **we** will invoice **you**. This is why **we** request proof of identity at the **breakdown**.

Cancellation of your RAC Breakdown Cover

Your right to cancel

You can cancel **your RAC Breakdown Cover** within the cooling off period, being 14 days from the later of:

1. the **effective date**; or
2. the date **you** receive **your RAC Breakdown Cover** documents.

Cancellations must be made by contacting **Carole Nash**. If **you** cancel **your** policy, **we** will cancel the **RAC Breakdown Cover** with immediate effect from the day **you** request. **You** will receive a pro-rata refund of **your** premium if no **claims** have been made. If any **claims** have been made then no refund of premium will be given. This **Breakdown** cover can only be cancelled alongside **your** main motor insurance policy. Cancelling a direct debit will not always cancel **your** policy.

Your RAC Breakdown Cover will automatically cancel if **your** associated motor insurance policy is cancelled.

At any time after the 14 day cooling off period referred to above, **you** may cancel **your RAC Breakdown Cover**. **RAC Breakdown Cover** will be cancelled with immediate effect. **You** will receive a pro-rata refund of premium if no **claims** have been made. If any **claims** have been made then no refund of premium will be given. This **Breakdown** cover can only be cancelled alongside **your** main motor insurance policy. Cancelling a direct debit will not always cancel **your** policy.

Your RAC Breakdown Cover will automatically cancel if **your** associated motor insurance policy is cancelled.

Our right to cancel

1. If any premium for the **RAC Breakdown Cover** is not paid by a relevant date as stated on **your policy schedule**, **Carole Nash** will notify **you**. All payments must be paid within 28 days of the relevant date, if not **your RAC Breakdown Cover** may be cancelled; and
2. **We** may cancel the **RAC Breakdown Cover** in the event of misuse of this **RAC Breakdown Cover** and there will be no refund any premium;

Misuse of RAC Breakdown Cover

Each **driver** must not:

1. Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade **us** into a dishonest or illegal act;
3. Omit to tell **us** important facts about a **breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by **your RAC Breakdown Cover** to try and obtain a service under this **RAC Breakdown Cover**; or
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, **we** may:

1. Restrict the cover available to **you** at the next renewal;
2. Restrict the payment methods available to **you**;
3. Refuse to provide any services to **you** under this **RAC Breakdown Cover** with immediate effect;
4. Immediately cancel this **RAC Breakdown Cover**; and
5. Refuse to sell any **RAC Breakdown Cover** or services to **you** in the future.

We may also take any of the additional steps as set out above if any **claim** is found to be fraudulent in any way, and the **RAC Breakdown Cover** will be cancelled with effect from the date of the fraudulent act, and the fraudulent **claim** forfeited. **We** will not refund any premium. **We** will notify **you** in writing if **we** decide to take any of the above steps.

Renewal of RAC Breakdown Cover

A new **RAC Breakdown Cover** may be issued when **you** renew **your** existing associated motor insurance policy.

Changes to your details

You must let **Carole Nash** know immediately if **you** need to change anything on **your RAC Breakdown Cover**.

Carole Nash can be contacted by phone, post, or email. Please see Contact Information.

If **you** change the **vehicle you** must contact **Carole Nash** to update **your** details. If **you** do not, **you** may not be covered.

We will not change **your RAC Breakdown Cover** into someone else's name. If **you** cancel **your RAC Breakdown Cover** for any reason, the whole **RAC Breakdown Cover** will be cancelled and others on **your RAC Breakdown Cover** will no longer be covered by **us**.

All communications from **Carole Nash** or **us** shall be deemed duly received if sent to **your** last known address.

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 **our** services relating to this **RAC Breakdown Cover** such as services at or following a **breakdown**, or the included benefits please contact **us** as follows:

Breakdown related Complaints

By Phone: 0330 159 0337

In Writing:

Breakdown Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol
BS32 4QN
or
Breakdowncustomer@rac.co.uk

Sales and administration Complaints

Please refer to page 37

In the event **we** cannot resolve a complaint raised in respect of Onward Travel, Misfuel Rescue or European Motoring Assistance complaints can be brought to the Financial Ombudsman Service by, or on behalf of customers, who are private individuals or small businesses.

Financial Ombudsman Service

In the event that **we** cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, **you** may in certain circumstances be entitled to refer **your** complaint to the Financial Ombudsman Service at the following address:

By Phone: 0800 023 4567 or 0300 123 9123

In Writing:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange
London
E14 9SR

or

complaint.info@financial-ombudsman.org.uk

or

www.financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with **us**. Using this complaints procedure will not affect **your** legal rights.

Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, **you** may be entitled to compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, or by writing to:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

The cover provided by RAC Motoring Services under this **RAC Breakdown Cover** is not covered by the FSCS.

Law

The parties are free to choose the law applicable to this **RAC Breakdown Cover**. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions including this **RAC Breakdown Cover** and the **policy schedule** and other information relating to this contract will be in English.

Your data

Data protection statement

This section provides a summary of how **we** use **your** information. For full details about **our** use of **your** data, please visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy.

You can contact **our** Data Protection Officer by emailing dpo@rac.co.uk or writing to Data Protection Officer, RAC Great Park Road, Bradley Stoke, Bristol BS32 4QN.

What data will we use?

There are three types of information about **you** which **we** will use to provide **your RAC Breakdown Cover**:

1. Personal data: Information which potentially identifies **you**. This includes **your** name, address, email address, telephone number and date of birth.
2. Non-personal data: information about **you** that is not personal such as information about the **vehicle**.
3. Special category data: In very limited circumstances, **we** will collect special category data such as information relating to **your** health. **We** will only ask for this information when necessary and in accordance with data protection laws.

How we collect your data

We obtain **your** data from **you** when **you** contact **us** directly. **We** also obtain **your** data from **Carole Nash** when **you** purchase this **RAC Breakdown Cover** and/or if **you** report a new **claim** to **Carole Nash** in relation to this **RAC Breakdown Cover**.

How we use your data

We will use **your** data for the administration of **your RAC Breakdown Cover** such as when **you** require assistance. **We** also monitor and record any communications with **you** including telephone conversations and emails for quality and compliance reasons.

We may disclose **your** personal data to third parties involved in providing products and services or to service providers who perform services on **our** behalf.

Your rights

You have a number of rights relating to **your** personal data. For information about **your** rights **you** can visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy, contact **our** Data Protection Officer or contact **our** Customer Service Team by:

1. **Telephone:** 0330 159 0337
2. **Email:** membershipcustomer@rac.co.uk
3. **Post:** RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN

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:

Breakdown Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol
BS32 4QN
E-mail: Breakdowncustomercare@rac.co.uk
Phone: 0330 159 0337

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	0330 013 2065
In Ireland call	1 800 535 005
In the rest of Europe call	+33 472 43 52 55



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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