



**CAROLE NASH**

**The care it deserves**



**UK CLASSIC CAR  
INSURANCE DOCUMENTS**

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## THE CARE YOU & YOUR CAR DESERVE WELCOME TO CAROLE NASH

Thank you for choosing to protect your car with Carole Nash. In welcoming you I'd like to emphasise that we do not take your custom for granted – far from it. We understand how much your car and driving means to you, which is why we promise to give you the care both you and your car deserve.

So what does this mean? It means we share your passion. It means we understand drivers and that this will be reflected in the knowledgeable and sympathetic advice we provide to you. It means we are committed to harnessing the latest technology to ensure we offer swift, seamless service. It means we will continue to invest in one of the insurance industry's finest and most respected training programmes so that our staff are equipped with the knowledge and skills they need to best serve you. It means that we really do care.

This booklet demonstrates just some of our commitment to care. Inside you'll find important information which includes:

- The Carole Nash Promise – our pledge to delivering you with the highest service standards
- The Carole Nash Advantage – details of the many added-value benefits we and your policy offer, plus information on other ways we can help protect those things you hold dear.

It's important too that you take time to read the policy wordings and our terms of business as they contain vital information.

Thank you again for trusting your car insurance to Carole Nash.



David Newman  
Managing Director  
Carole Nash Insurance Consultants Ltd.

# THE CAROLE NASH PROMISE

## HOW WE'LL DELIVER THE CARE IT DESERVES

Our priority is to ensure that you, as our customer, receive the care you deserve. That's why we provide you with The Carole Nash Promise, a detailed outline of the service standards we should always deliver. By being open and honest about what we expect of ourselves we are giving you a real benchmark against which you may judge the service you personally receive. Our aim is to go above and beyond your expectations. Should you ever feel we have failed to step up to that mark, to have failed to deliver on The Promise detailed below, then please contact our Customer Relations Team on 0800 130 0647 or email [customerrelations@carolenash.com](mailto:customerrelations@carolenash.com)

### WE PROMISE

1. If we say we're going to do it, then we'll do it – quickly and correctly
  - We'll do our utmost to ensure we always have the right staff in the right numbers available for you.
  - We'll constantly monitor our systems and procedures to ensure we get things right first time and deliver what we said we would.
2. Our policies and services are and will be specifically designed to meet your needs
  - We'll continually liaise with our insurers so we can design, update and innovate to better serve you.
  - We'll always listen to you to ensure we are focused on what you want.
3. You'll always deal with knowledgeable, specially trained staff
  - We'll ensure all new staff undergo thorough and specialist training before we introduce them to you.
  - We'll continually review our policies, services and industry regulations to ensure every member of staff is fully up to date and professionally equipped to serve you.
  - We'll use call recording, monitoring and evaluation to ensure we consistently deliver the highest standards of professional service and advice which is both clear and fair.
4. When we offer you advice this will always be based upon your particular needs and circumstances
  - We will tailor our advice and ensure you have a clear understanding of the policies and services we offer.
  - Our advice will include details of any particular policy exclusions or limitations and be provided before you commit to buying.
  - If we are not offering advice to you we will make this clear and give you sufficient information so that you may select a policy which meets your needs.
5. We'll always give you clear information which is free of jargon and check you are happy that you have understood that information
  - We'll make sure our documentation and communications are written in plain English
  - We'll take the time to regularly review our website and documents to ensure they are clear and easy to understand.
6. We'll seek out and listen to drivers and make sure you're kept in the loop on issues which are important to you
  - We'll use customer surveys to keep up to date with your needs and listen to and act upon opinions of the service we provide.
  - We'll continue to support, sponsor and attend car shows and work with classic car clubs so that we understand the changing needs of the community.
7. If we make a mistake we'll hold our hands up, apologise, correct it and take action to stop it happening again
  - We'll admit if we make a mistake and put it right as soon as possible
  - We'll gather information from our systems to identify when something has gone wrong and put controls in place to reduce the risk of it happening again
  - If, after we've taken action, you are still unhappy with our service, we'll ask you make use of our complaints procedure. This will let you fully express your dissatisfaction so we have a full and proper understanding of it. We will also clearly explain how your complaint will be handled.

If unfortunately you feel our service has not met your expectations then please bring it to our attention.

For Claims related complaints call 0800 298 5533

For any other complaint call 0800 298 5511

To write to us about any complaint contact:

Customer Relations Team  
Carole Nash Insurance Consultants Ltd  
Trafalgar House  
110 Manchester Road  
Altrincham  
Cheshire  
WA14 1NU

To email us about any complaint contact  
[customerrelations@carolenash.com](mailto:customerrelations@carolenash.com)

If having contacted us you are still not satisfied you may be entitled to refer the matter to the Financial Ombudsman Service.

## BREAKDOWN ASSISTANCE

The Carole Nash benefits package includes extensive breakdown insurance providing you with that extra peace of mind.

Our cover incorporates Carole Nash Assistance homestart services, roadside assistance, vehicle recovery, onward travel to your intended destination and the arrangement of overnight or emergency accommodation if required.

On the inside back cover of this booklet, you'll find a Carole Nash breakdown card. Please keep this with your vehicle, so that you are able to seek speedy assistance in the event of a breakdown.

This great benefit provides the reassurance, that should you breakdown, help will soon be on its way.

Should you need breakdown assistance, simply call the relevant number below:

In the UK	0800 093 5318
In Ireland	01 649 7414
Rest of Europe	0033 4 72 17 25 46

## LEGAL PROTECTION

Most of the accident claims Carole Nash handle are not the fault of people insured with us.

Because recovering losses incurred due to accidents can be frustrating, costly and time consuming, included within your policy is legal protection insurance. This provides cover up to £100,000 when you are involved in an accident, which is not your fault.

It insures your legal costs to help you recover policy excess, loss of earnings, hire of another vehicle and compensation for any injury you suffer as a result of the accident.

## EUROPEAN COVER

Should you be planning to travel with your vehicle to Europe, you'll be delighted to hear that your policy includes cover when visiting any European Union country - along with a number of other non-EU destinations, which are listed on the back of your Certificate of Motor Insurance.

There is no extra charge for this cover - it's just one more reason why you've made a good choice in selecting Carole Nash for your insurance needs

The number of days cover provided to you is shown in your Policy Schedule.

Should you wish to travel to a country outside the EU which is not listed in your Policy Schedule, or if you wish to travel with your vehicle overseas for longer than is stated in your Policy Schedule, please call us on 0800 298 5511 and we will be pleased to advise you of your options.

Carole Nash also provides great value single and multi-trip travel insurance. For more details see page 6, or call us on 0800 977 6876.

## AGREED VALUE

Some policies - particularly those covering vintage, classic, custom or high value vehicles - allow you to cover your vehicle according to a previously agreed value. This provides the peace of mind of knowing the sum you will receive should your vehicle be stolen and not recovered, or written off.

If you qualify for agreed valuation you will be asked to complete an assessment form. You will need to provide clear, recent photographs showing both the interior and exterior of your vehicle, from which its value will then be professionally assessed. For more information, call 0800 298 5511.

# HOME INSURANCE

Using our position as one of the UK's biggest insurance intermediaries, we have secured both excellent cover and highly competitive home insurance rates from our panel of leading Insurers.

As you would expect from Carole Nash, our home policies provide a range of benefits as standard, including cover for the contents of your fridge and freezer, Christmas and wedding gifts and garden furniture and ornaments.\*

Ensure your home is as protected as your car, call 0800 977 6886.

Currently not available in Northern Ireland.

\*All covered when items in the home.

# TRAVEL INSURANCE

One of the latest additions to the Carole Nash portfolio is great value European and worldwide travel insurance, which can cover you for anything from basking on a sun soaked beach, to touring across continents.

As always, these offer extensive protection, with standard benefits including up to £10 million in medical expenses cover, plus cancellation, delay, personal effects and personal accident insurance.

Going overseas, why not give us a call on 0800 977 6876.

# VAN INSURANCE

As an existing Carole Nash customer you will already be aware of the whole host of benefits on offer to our policyholders, but did you know that these Carole Nash benefits now come as standard on our van insurance products?

Regardless of the level of cover, from comprehensive to third party only, and whether you use your van for business or personal use, you will receive UK and European breakdown recovery, legal protection and European cover is included as part of the package through Carole Nash.

What's more, some policies also allow you to use no claims bonus secured on a private vehicle to minimise your van premium.

For more information or a quote, call 0800 988 9096.

Currently not available in Northern Ireland.

# HOW DO I RENEW?

To ensure you continue to enjoy the great value and service offered by Carole Nash, we will write to you in good time before your insurance is due for renewal, to give you details of your new quote and policy.

Then all you need do is call us on 0800 298 5522, having to hand:

- Your broker reference number (you will find this on your renewal notice)
- Details of your debit or credit card number

If you prefer, you can pay by cheque (made out to Carole Nash Insurance) by simply signing and returning your renewal form in the envelope provided. Please refer to your renewal invite for details.

# MAKING A CLAIM THINGS WE NEED TO KNOW

Suffering an accident or theft can be distressing and inconvenient. We understand this, which is why our highly trained, in-house claims team is on hand to provide you with reassurance, practical advice and assistance - and ensure your claim is swiftly, sympathetically and professionally processed.

Our 'Talking Claims' service removes much of the inconvenience and hassle to you.

One call does it all. You simply call our claims hotline on 0800 298 5533 and an experienced claims handler will take down details of your claim and immediately forward them to your Insurer for action. As soon as you put the phone down your claim will start being processed.

## Accident not your fault?

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

To make a claim simply call our in-house team on 0800 298 5533.

To ensure your policy remains valid and provides you with the best possible protection, it is important that you advise us immediately of any changes to your circumstances (or the circumstances of others insured on the policy).

Important changes include:

- Occupation
- Change of address or vehicle
- Any vehicle modification
- Any motoring convictions, fixed penalty notices or accidents (even if you do not make a claim)
- Any additional drivers
- Exceeding limited mileage limits, if applicable

If your circumstances do change, please contact our Customer Services team on 0800 298 5511.

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# THE BASIS OF YOUR CONTRACT OF CLASSIC CAR INSURANCE

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

## CONTRACT OF INSURANCE (LLOYD'S)

This document is evidence of a legally binding contract of insurance between you (the insured) and us (the Insurer named in your Policy Schedule). The contract does not give, nor does it intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of this contract without getting anyone else's permission.

The contract is based on the information you gave us and shown in the Statement of Fact and all further information contained in any proposal and any declaration made to us. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this insurance. The insurance provided by this document covers any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay the premium including any tax which applies.

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

1) You and the Insurer agree otherwise;

or

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

This insurance is provided by certain Insurers. Each Insurer is only liable for their own share of the risk and not for each other's share. You may ask for the names of the Insurers and the share of the risk each has taken on.

Signed for and on behalf of the Insurers (Lloyd's)



David Newman  
Managing Director  
Carole Nash Insurance Consultants Ltd.

## CONTRACT OF INSURANCE (COMPANY)

This document is evidence of a legally binding contract of insurance between you (the insured) and us (the Insurer named in your Policy Schedule). The contract does not give, nor does it intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of this contract without getting anyone else's permission.

The contract is based on the information you gave us and shown in the Statement of Fact and all further information contained in any proposal and any declaration made to us. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this insurance. The insurance provided by this document covers any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay the premium including any tax which applies.

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

1) You and the Insurer agree otherwise;

or

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

The Insurers and Carole Nash Insurance Consultants Ltd are authorised and regulated by the Financial Services Authority. The Financial Services Commission regulates those Insurers, who carry on business in Gibraltar. Both parties undertake to enforce the standards laid down by the regulators and ensure that all members of staff observe the provisions. For further details please contact Carole Nash Insurance Consultants Ltd.

Signed for and on behalf of the Insurers



David Newman  
Managing Director  
Carole Nash Insurance Consultants Ltd.

# CLASSIC CAR INSURANCE POLICY WORDING DEFINITIONS

The following words or phrases have the meanings given below whenever they appear in this document, Policy Schedule and endorsements.

## INSURER/WE/OUR/US

The Insurer described in the Policy Schedule.

## YOU/YOUR

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

## POLICY SCHEDULE/AMENDED POLICY SCHEDULE

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

## CERTIFICATE OF MOTOR INSURANCE

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

## YOUR VEHICLE/INSURED VEHICLE

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

## UNITED KINGDOM/UK

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

## 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 or amended Policy Schedule.

## EXCESS

A contribution by you towards a claim under this insurance as indicated in the Policy Schedule.

## PERIOD OF INSURANCE

The period of time covered by this insurance (as shown in the Certificate of Motor Insurance and your Policy Schedule) and any further period we accept your premium for.

## CONDITIONS

These describe your responsibilities and the procedures that you must follow. Failure to meet with policy conditions could mean that we refuse to deal with a claim under your policy.

## PROPOSAL FORM OR STATEMENT OF FACT

The document completed by you or on your behalf by your insurance advisor which contains information you

gave at the time the insurance was arranged and on which we have relied in providing this insurance.

## MARKET VALUE

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

## AGREED VALUE (IF APPLICABLE)

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

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

## POLICY

The contract between us and you which is made up of the current Policy Schedule, Certificate of Motor Insurance, proposal form or Statement of Fact and the Insurance Policy Wording within this booklet

## POLICYHOLDER/THE INSURED

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

## EXCEPTIONS

These describe what this insurance does not cover.

# SECTION 1 LIABILITY TO OTHERS

## WHAT IS COVERED

Driving your vehicle

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

- death or injury to other people; or
- damage to property;

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

## COVER FOR OTHER PEOPLE

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

- Named drivers provided they are permitted to drive as shown on your Certificate of Motor Insurance.
- Any person using, but not driving, your vehicle with

your permission for social, domestic and pleasure purposes.

- Any passenger travelling in or getting in or out of your vehicle.

#### **BUSINESS USE**

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

#### **EMERGENCY MEDICAL TREATMENT**

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

#### **THE ROAD TRAFFIC ACT SAYS WE MUST PROVIDE THIS COVER.**

By law the person using the vehicle must pay the cost of emergency treatment. They should pass the bill for emergency treatment to us straight away.

#### **EUROPEAN UNION (EU) COMPULSORY COVER**

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 other country which:

- agrees to meet European Commission Directives on motor insurance; and
- satisfies the European Commission that it has made arrangements to meet the requirements of these Directives.

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

#### **LEGAL PERSONAL REPRESENTATIVES**

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

#### **LEGAL COSTS**

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

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

#### **PROCEEDINGS FOR MANSLAUGHTER OR CAUSING DEATH BY DANGEROUS, CARELESS OR INCONSIDERATE DRIVING**

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

- you must ask us to provide it
- the death or deaths giving rise to the proceedings must have been caused by an accident covered by the policy
- the accident which caused the death or deaths must have happened in the UK.

#### **WHAT IS NOT COVERED**

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

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

## **SECTION 2 COVER FOR FIRE & THEFT**

#### **WHAT IS COVERED**

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

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

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

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

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

#### **WHAT IS NOT COVERED**

- The amount of the excess shown in the Policy Schedule.
- Loss of value, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- Damage to tyres by braking, punctures, cuts or bursts.
- Loss or damage to any telephone, television, video, DVD video, traffic information system or CB radio equipment fitted to or carried in the vehicle.
- Depreciation in value of your vehicle after you have made a valid claim under this Section.
- Loss or damage caused by deception.
- Any loss or damage if your vehicle is left unlocked, your vehicle windows are left open or your vehicle keys are left in, on or about your vehicle while it is unattended.
- Any loss or damage if you have exceeded the annual mileage limit.
- Compensation or expenses as a result of you not

being able to use your vehicle.

- Loss of or damage to accessories unless your vehicle is damaged or stolen at the same time.
- Loss of or damage to your vehicle due to or occasioned by the impounding or destruction of your vehicle by an authorised body.
- The cost of repairing or replacing parts of your vehicle that improves your vehicle beyond its condition before the loss or damage happened.

## **SECTION 3 DAMAGE TO YOUR VEHICLE**

#### **WHAT IS COVERED**

If your vehicle is damaged as a result of an accident, malicious damage or is vandalised during the period of insurance, we will either repair or replace your vehicle or pay you an amount of cash. The most we will pay will be the market value of your vehicle immediately before the loss or damage or the agreed value of your vehicle if your vehicle is insured on that basis.

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

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

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

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

#### **WHAT IS NOT COVERED**

- The amount of the excess shown in the Policy Schedule.
- Loss of value, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- Damage to tyres by braking, punctures, cuts or bursts.
- Loss of use.
- Depreciation in value of your vehicle after you have



made a valid claim under this Section.

- Compensation or expenses as a result of you not being able to use your vehicle.
- Damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, insects, mildew or fungus.
- Damage caused by frost, smog or any gradual process.
- Any loss or damage if your vehicle is left unlocked, your vehicle windows are left open or your vehicle keys are left in, on or about your vehicle while it is unattended.
- Any loss or damage if you have exceeded the annual mileage limit.
- Any loss or damage caused by an inappropriate type or grade of fuel being used.
- The cost of repairing or replacing parts of your vehicle that improves your vehicle beyond its condition before the loss or damage happened.
- Loss of or damage to your vehicle due to or occasioned by the impounding or destruction of your vehicle by an authorised body.

## SECTION 4 WINDSCREEN

### WHAT IS COVERED

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

### WHAT IS NOT COVERED

Please refer to your Policy Schedule.

## SECTION 5 PERSONAL ACCIDENT

### WHAT IS COVERED

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

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

- Death
- Loss of sight in one or both eyes
- Loss of one or more hands or feet

We will only pay one benefit for death or injury to any person for any one incident.

### WHAT IS NOT COVERED

Death or injury caused by suicide or attempted suicide.

Any claim for injury or death where the person was under the influence of Alcohol or Drugs.

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

## SECTION 6 AUDIO EQUIPMENT COVER

Please refer to your Policy Schedule for cover details.

## SECTION 7 WEDDING USE

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

## SECTION 8 FOREIGN USE

In addition to the cover provided in the “European Union (EU) compulsory cover” subsection of Section 1 - Liability to others, we will automatically provide cover in your Policy Schedule when you are visiting a country, which is a member of the European Union. We will also automatically provide cover for non-EU Countries detailed on the reverse of your Certificate of Motor Insurance.

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

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

We will only provide this cover if your permanent home is in the UK.

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

If you want to travel to a country that is not shown in your Certificate of Motor Insurance, or if you wish to go for longer than the number of days shown in your endorsement, please contact our Customer Services team on 0800 298 5511.

## GENERAL EXCEPTIONS

These general exceptions apply to the whole of this insurance.

Your insurance does not cover the following:

1. Any liability, accident, injury, loss or damage that happens while any vehicle covered by this insurance is:
  - being used for a purpose which the vehicle is not insured for;
  - in the charge of or being driven by anyone who is not described in the Certificate of Motor Insurance as a person entitled to drive;
  - is in the charge of anyone who is excluded from driving by an endorsement;
  - being driven by or in the charge of anyone who does not hold a driving licence;
  - being driven by or in the charge of anyone who is disqualified from driving, who does not hold a driving licence or who is prevented from holding one;
  - being driven by or in the charge of anyone who does not meet the terms and conditions of their driving licence;
  - being used on any part of an airport or airfield provided for aircraft movement, parking or maintenance; (except where we need to provide cover under road traffic law).
  - towing a caravan, trailer or other vehicle for a payment;
  - being used to carry passengers or goods in a way likely to affect the safe driving or control of the vehicle; or
  - being used on any race track or off road activity of any description, (except where we need to provide cover under road traffic law).
  - carrying an insecure or unsafe load.
2. Any liability that you have agreed to accept unless you would have had that liability anyway.
3. Anyone who does not meet all the terms and conditions of this insurance.
4. Any loss, damage, injury or liability directly or indirectly caused by:
  - war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, or any similar event (except where we need to provide cover to meet the compulsory

motor insurance law);

- incidents caused by riot or civil unrest outside of England, Scotland, Wales, the Isle of Man or the Channel Islands;
  - earthquake;
  - ionising radiation or radioactive contamination from nuclear fuel, nuclear waste, or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts;
  - pressure waves caused by aircraft and other flying objects; or
  - carrying any dangerous substances or goods (except where we need to provide cover to meet the compulsory motor insurance law).
5. Any liability, loss or damage that happens outside the UK (apart from where cover is provided under European Union (EU) compulsory cover in Section 1 - Liability to others and Section 8 - Foreign use, or unless you have paid an extra premium to extend your cover).
  6. Any proceedings brought against you outside the UK, unless they result from using your vehicle in a country which we have agreed to extend this insurance to cover.
  7. Any liability, injury, loss or damage caused directly or indirectly by:
    - pollution, or
    - contamination unless the pollution or contamination is directly caused by one incident at a specific time and place during the period of insurance and is:
      - sudden
      - identifiable
      - unintended
      - unexpected

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

## POLICY CONDITIONS

You must comply with the following conditions to have the full protection of your policy.

### 1. HOW TO MAKE A CLAIM

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

If you are making a claim following the theft or

attempted theft of, or malicious damage to, your vehicle, you must give immediate notification of the incident to the Police.

## 2. DEFENDING OR SETTLING THE CLAIM

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

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

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

## 3. OTHER INSURANCE

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

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

## 4. REASONABLE PRECAUTIONS

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

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

## 5. KEEPING TO THE TERMS OF THIS POLICY

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

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

## 6. FAILURE TO PAY A PREMIUM INSTALMENT

If you fail to pay an instalment you will be given notice of cancellation, if payment is not made within the period of this notice, the policy will be cancelled and a 'time on risk' charge will be made. If the policy is cancelled, you are required by law to return the Certificate of Motor Insurance to us, under the rules of the Road Traffic Acts.

## 7. YOUR RIGHT TO CANCEL

You have the right to cancel your policy for a period of 14 days, either from the day of purchase of the contract or from the day you receive your policy documentation, whichever is the later. If you exercise this right you will be entitled to a refund of premium, less any time on risk charge. Please refer to the Carole Nash Terms of Business.

The right to cancel does not apply if the policy is terminated as a result of a total loss claim.

You may cancel your policy with immediate effect by notifying Carole Nash Insurance Consultants Ltd by phone or by post. You must return your Certificate of Motor Insurance to Carole Nash Insurance Consultants Ltd, Trafalgar House, 110 Manchester Road, Altrincham, Cheshire, WA14 1NU.

## 8. CANCELLATION

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

You may cancel your policy with immediate effect by notifying Carole Nash Insurance Consultants Ltd by phone or by post. You must return your Certificate of Motor Insurance to Carole Nash Insurance Consultants Ltd, Trafalgar House, 110 Manchester Road, Altrincham, Cheshire, WA14 1NU.

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. Carole Nash will work out any refund (if applicable) for the unused part of your premium, minus a Carole Nash administration fee. Please refer to the Carole Nash Terms of Business.

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

## 9. ARBITRATION

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

## 10. AVOIDING CERTAIN TERMS AND RIGHT OF RECOVERY

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

## 11. IMPORTANT CHANGES

You must tell Carole Nash Insurance Consultants Ltd immediately about any change in risk which could affect your policy (details of which will be added to the Motor Insurance Database (MID)). For example, you must tell Carole Nash Insurance Consultants Ltd if any of the following happens:

- you or any other driver has been convicted of any motoring offence or fixed penalty offences;
- you or any other driver has been convicted of a criminal offence or have any possible prosecutions outstanding;
- the main driver of your vehicle changes;
- the registered keeper of your vehicle changes;
- you get an extra vehicle or change your vehicle for another one;
- any modifications are made to your vehicle;
- you change the place where you usually keep your vehicle;
- any driver develops a health condition which may affect their driving;
- the mileometer on your vehicle fails (applicable only if you have submitted an annual mileage declaration).
- you change your occupation

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 Carole Nash Insurance Consultants Ltd.

If you do not tell Carole Nash Insurance Consultants Ltd anything which is relevant:

- your policy may not be valid; and
- we may reject your claim

## 12. FRAUDULENT CLAIMS

If a claim is made which you or anyone acting on your behalf knows is false, fraudulent, exaggerated or provides false or stolen documentation in support of a claim, we will not pay the claim and cover under this insurance will be cancelled or voided from the inception. You may also have to repay money we have already paid to you and no return premium will be given. The Police may also be notified.

## 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, please refer to the Carole Nash Promise, which can be found on pages 2 and 3.

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

If your Insurer is a Lloyd's syndicate (your Policy Schedule will show this), you may also raise your concerns with the Lloyd's Complaints Department. The address is:

Lloyd's Complaints Department  
One Lime Street, London, EC3M 7HA  
Tel: 0207 327 5693.

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

Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall, London, E14 9SR  
Tel: 0845 080 1800  
Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)  
Website: [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk)

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

The procedure outlined above is entirely without prejudice to your rights in English Law and you are free at any stage to seek legal advice and take legal action.

## FINANCIAL SERVICES COMPENSATION SCHEME

We are a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Compulsory insurance, such as third party motor insurance, is covered in full by the scheme. Non-compulsory cover such as damage to the insured vehicle is covered or for any unused premium is paid by the scheme for up to 90% of its value.

Further information about the scheme is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the FSCS at 7th Floor, Lloyd's Chambers, Portoken Street, London E1 8BN.

# COMBINED UK & EUROPEAN BREAKDOWN RECOVERY & LEGAL PROTECTION DEFINITIONS

The following definitions apply to all sections:

## YOU, YOUR

Any person named in your current Certificate of Motor Insurance or any person authorised to drive or be a passenger in, or on, the insured vehicle

## INSURED VEHICLE

Your motor vehicle as described in your current Certificate of Motor Insurance.

The insured vehicle must be no more than:

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

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

## PERIOD OF INSURANCE

The period shown in your current Certificate of Motor Insurance.

The following definitions only apply to Sections 1, 2 and 3:

## WE, US, OUR

The Insurer described in your Legal Protection Summary.

## LEGAL REPRESENTATIVE

The solicitor, or other person appointed to represent you and protect your interests.

## COSTS

Under this policy we will pay the following:

- The professional fees, and expenses reasonably and properly charged by the legal representative, up to the standard rates set by the courts.
- Your opponent's costs which you are ordered to pay by a court.

The most we will pay for all claims arising out of one event is £100,000.

## TERRITORIAL LIMIT

The territorial limit for Sections 1 and 3 is Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein,

Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

The territorial limit for Section 2 is Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

## DAMAGES

Money that a court says your opponent must pay or money your opponent agrees to pay to settle your claim.

## THE FOLLOWING DEFINITIONS ONLY APPLY TO SECTION 3:

### CONDITIONAL FEE AGREEMENT

The separate agreement between you and your legal representative, as allowed by the Access to Justice Act (1999), for paying his or her professional fees when you claim damages.

### COLLECTIVE CONDITIONAL FEE AGREEMENT

The separate agreement between your legal representative and us, as allowed by the Access to Justice Act (1999), for paying his or her professional fees when you claim damages.

### SMALL CLAIMS TRACK LIMIT

The most you can claim in the small claims track of the County Court in England and Wales.

## THE FOLLOWING DEFINITIONS ONLY APPLY TO SECTIONS 4 AND 5:

### WE, US, OUR

In the UK, The AA, who provide homestart, roadside assistance and vehicle recovery and Acromas Insurance Company Limited, who are the insurers for onward travel and European Breakdown. In the Republic of Ireland, AA Ireland.

### YOU, YOUR

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

### TERRITORIAL LIMIT

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

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

## BREAKDOWN

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

## LEGAL PROTECTION POLICY

### LEGAL HELPLINE

Carole Nash Breakdown and Legal Protection includes access to a Legal Helpline for advice, 24 hours a day, 365 days a year, on any personal legal matter. We may record the calls to protect you.

Legal Helpline Tel. No. 0844 770 1054.

When you call Legal Helpline quote Carole Nash Breakdown and Legal Protection and master policy number 10052. We will then ask you for a brief summary of the problem and these details will be passed on to an adviser who will return your call.

We agree to cover you under the terms and conditions of this policy, as long as the premium has been paid.

## SECTION 1 MOTOR PROSECUTION DEFENCE

### WHAT IS COVERED UNDER SECTION 1

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

We will provide this cover as long as:

- the event happened within the territorial limit and within the period of insurance; and
- the claim will be decided by a court within the territorial limit.

### WHAT IS NOT COVERED UNDER SECTION 1

We will not provide cover for the following.

1. Parking offences which you don't get points on your licence for.
2. Driving while under the influence of drink or drugs.
3. Driving without insurance.
4. Any offence which would be covered under your motor insurance policy.
5. An allegation of intentional violence or dishonesty or for anything that you have done deliberately or recklessly.

## SECTION 2 MOTOR CONTRACT COVER

### WHAT IS COVERED UNDER SECTION 2

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

- buy, hire, sell or insure the insured vehicle or its spare parts or accessories; or
- service, repair or test the insured vehicle.
- We will provide this cover as long as:
- you entered into the contract within the territorial limit;
- the dispute started within the period of insurance;
- any legal action is brought within the territorial limit; and
- you have a reasonable chance of successfully recovering damages, defending the legal action or settling the dispute in another way.

### WHAT IS NOT COVERED UNDER SECTION 2

We will not provide cover for the following.

1. The first £100 of every claim under this section.
2. Any event which occurs within the first three months of this policy, unless the claim is for new goods or services bought after the start of this policy.
3. Any contract where the amount in dispute is less than:
  - £1000 for buying, selling or hiring the insured vehicle; or
  - £250 for servicing, repairing or testing the insured vehicle.
- 4 A dispute over the amount of money or other compensation due under an insurance policy.
- 5 An allegation of dishonesty.

## SECTION 3 ACCIDENT, LOSS RECOVERY & INJURY

### WHAT IS COVERED UNDER SECTION 3

We will pay the costs of you taking any legal action as a result of any road accident which causes the following.

- Your death or bodily injury while you are in, on or getting into, out of, onto or off the insured vehicle.
- Damage to the insured vehicle.
- Damage to property which you own or are legally responsible for and which is in or on the insured vehicle.

We will provide this cover as long as:

- the claim is not covered under any other insurance policy;
- the road accident happened within the territorial limit and within the period of insurance;
- the claim will be decided by a court within the territorial limit;
- you have a reasonable chance of recovering damages; and
- you enter into a conditional fee agreement with your legal representative or your legal representative enters into a collective conditional fee agreement with us, if the claim is going to be decided by a court in England or Wales and the damages you are claiming is above the small claims track limit.

### WHAT IS NOT COVERED UNDER SECTION 3

We will not provide cover for the following.

1. Any claim arising out of a contract you have with another person or organisation.
2. A claim for an event which is not covered under your current motor insurance policy.

### WHAT IS NOT COVERED UNDER SECTIONS 1, 2 AND 3

1. Costs we have not agreed to in writing.
2. Costs you have paid directly to the legal representative or any other person without our permission.
3. Any VAT you can get back from elsewhere.
4. Costs which are disproportionate to the financial benefit that would be gained from the legal action.

### CONDITIONS THAT APPLY TO SECTIONS 1, 2 AND 3

If you do not keep to the conditions, we may cancel the policy and refuse any claim and withdraw from any current claim.

#### 1 YOU MUST DO THE FOLLOWING

- a Give us written details of your claim and any other supporting information we ask for.
- b Make your claim within six months of the event which caused the dispute.
- c Follow the legal representative's advice and provide any information he or she asks for.
- d Do everything you can to get costs back and pay them to us.
- e Get our written permission before you make an appeal.
- f Make sure that your legal representative keeps to all parts of condition 2.

#### 2 YOUR LEGAL REPRESENTATIVE MUST DO THE FOLLOWING

- a Get our written permission before instructing a barrister or expert witness.
- b Tell us if, at any stage, there is no longer a reasonable chance of a successful defence, getting damages back or getting any other solution.
- c Tell us straight away if the other party makes a payment into court or any offer to settle the matter.
- d Tell us the result of the claim when it is finished.
- e Enter into a conditional fee agreement with you or a collective conditional fee agreement with us, if a claim under Section 3 of this policy will be decided by a court in England or Wales and the amount of damages you are claiming is above the small claims track limit.

#### 3 WE WILL HAVE THE RIGHT TO DO THE FOLLOWING

- a Take over and deal with (in your name) any claim or proceedings.
- b Settle a claim by paying the amount in dispute.
- c Appoint the legal representative for you, and in your name.
- d Have any legal bill audited or assessed.
- e Contact the legal representative at any time, and have access to all statements, opinions and reports relating to the claim.
- f End your cover if, during the course of the claim, we think there is no longer a reasonable chance of success. If you continue the claim and get a better settlement than we expected, we will pay your reasonable costs which you cannot get back from anywhere else.
- g At the end of the claim, settle the costs covered by this policy if there is no other way of getting those costs back.

#### 4 YOUR AGREEMENTS WITH OTHERS

We do not have to keep to any agreement between you and the legal representative or you and any other person or organisation.

#### 5 CHOOSING THE LEGAL REPRESENTATIVE

When you need to start legal proceedings you can choose the legal representative. You must send his or her name and address to us. If we do not agree with your choice, we will settle the matter using the procedure in condition b on page 23.

The procedure set out in condition b does not apply if the dispute is over a decision made by your legal representative not to enter into a conditional fee

agreement with you or a collective conditional fee agreement with us.

When you are choosing the legal representative, you must remember that it is your responsibility to keep the cost of any claim or legal proceedings as low as possible.

#### HOW TO MAKE A CLAIM UNDER SECTIONS 1, 2 OR 3

Please refer to the section 'How to make a claim' in your Legal Protection Summary.

## UK & EUROPEAN BREAKDOWN RECOVERY POLICY SECTION 4 UK ASSISTANCE

In the UK, homestart, roadside assistance and vehicle recovery are provided by The Automobile Association Limited (The AA) and onward travel and European Breakdown are underwritten by Acromas Insurance Company Limited. In Republic of Ireland, all cover is provided by AA Ireland Limited.

#### WHAT IS COVERED UNDER SECTION 4 1 HOME AND ROADSIDE ASSISTANCE

We will come out to the insured vehicle if you can't drive it after a breakdown, an accident or an act of vandalism within the territorial limit and within the period of insurance. We will try to repair the insured vehicle at the roadside. The repair work will be free of charge, for up to one hour, but you must pay the cost of any parts, fuel or other supplies used to repair the insured vehicle.

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

##### 1A ONWARD TRAVEL

We will arrange and pay for the vehicle, you and six passengers to continue with your journey to your destination or to return home, or

##### 1B HOTEL ACCOMMODATION

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

##### 1C CAR HIRE

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

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

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

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

#### 2 STORAGE

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

#### 3 MEDICAL ASSISTANCE

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

#### 4 REPLACEMENT DRIVER

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

#### 5 MESSAGE SERVICE

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

#### 6 BROKEN GLASS

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

#### 7 CLAIMS

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

You shall carry a serviceable spare tyre and wheel for your vehicle, trailer and caravan.

## SECTION 5

### EUROPEAN ASSISTANCE

We will provide the cover of this section as long as you are not travelling outside the UK for more than 91 days at a time. The most we will pay for all claims arising out of one event under this section is £2,500 subject to the terms and conditions of this policy.

#### 1 ROADSIDE ASSISTANCE AND RECOVERY

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

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

If the insured vehicle cannot be repaired at the roadside, we will arrange and pay for it to be taken to the nearest repairer for it to be repaired at your cost.

If you have a problem on a motorway outside the UK or the Republic of Ireland, you will have to use a roadside telephone. You will be connected to the authorised motorway service, not our control centre. You may have to pay for the cost of labour and towing the insured vehicle on the spot, but you can claim these costs back from us when you get home by calling us on 0800 093 5318.

#### 2 VEHICLE REPATRIATION

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

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

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

#### 3 STORAGE

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

#### 4 ONWARD TRAVEL AND ACCOMMODATION

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

- Up to three nights bed and breakfast

accommodation for you and up to six passengers. The most we will pay is £50 a night for each person, provided your original accommodation has been pre-paid and you can't get your money back. You must pay for any extra hotel costs; or

- A hire car, up to 1600cc, for up to 14 days', so you can carry on with your journey, as long as the insured vehicle has been recovered by us. You must have a valid driving licence, and pay a deposit to the car-hire company by credit card, to pay for the fuel you use and any extra days' hire. (We cannot guarantee that a vehicle with accessories like roof racks and tow bars will be available.) You might not be able to get a hire car if you have endorsements on your driving licence. We will provide this cover as long as you are between 25 and 65 years old. (We will try to arrange something for you if you are under 25 or over 65, but we cannot guarantee that we will be able to help); or
- A standard-class rail ticket for you and up to six passengers, so you can carry on with your journey, or to get you home.

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

#### 5 REPLACEMENT DRIVER

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

#### 6 MESSAGE SERVICE

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

#### 7 PARTS DELIVERY

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

#### 8 CLAIMS

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

You shall carry a serviceable spare tyre and wheel for your vehicle, trailer and caravan.

#### WHAT IS NOT COVERED UNDER SECTIONS 4 AND 5

We will not provide cover for the following.

- a Any costs we have not agreed to.
- b Any costs you would normally have to pay, such as

petrol and toll charges.

- c An insured vehicle which is not kept in a good mechanical and roadworthy condition, or serviced according to the manufacturer's recommendations.
- d An insured vehicle without a current MOT certificate (if one is needed) and valid road fund licence disc on display.
- e The insured vehicle being used for any criminal act.
- f Anything to do with alcohol, drugs or solvent abuse.
- g An insured vehicle if you call us out for a problem you have called us about before, but have not, in our opinion, tried to get the problem fixed since the last time you called us out.
- h An insured vehicle we cannot recover because of bad weather conditions, like floods, snow or high winds, or because your vehicle is stuck in sand or mud. If specialist equipment is needed to recover your vehicle, you will have to pay the extra cost.
  - i Any release fees you have to pay if your vehicle is stolen and recovered by the Police.
  - j Any loss or damage which is the result of the breakdown, accident or act of vandalism.
  - k Mobile phone and telephone call costs - mobile phones are convenient but expensive. Even if you ask someone to call you back on your mobile, you may still have to pay for the call. These costs are not covered under your policy in any circumstances.
    - l The cost or the quality of repairs when your vehicle is repaired in any garage to which the vehicle is taken.
  - m The cost for the recovery or repair vehicle coming out to you if, after requesting assistance to which you are entitled, your vehicle is moved, recovered or repaired by any other means.

#### WHAT TO DO IF YOU HAVE AN ACCIDENT OR A BREAKDOWN

- a In the United Kingdom, call us on 0800 093 5318.
- b Republic of Ireland, call us on 01 649 7414.
- c Outside the United Kingdom and the Republic of Ireland call us on 0033 4 72 17 25 46.
- d Our operator will ask you for the following
  - Where you are.
  - Your vehicle registration number.
  - The make and colour of your vehicle.
  - A telephone number we can contact you on.
  - Details of what has happened.
- e Do not make your own arrangements.
- f You and your passengers must be with the insured vehicle when the repair or recovery vehicle arrives, unless you have made other arrangements with us.
- g If you have a problem on a motorway outside the UK or the Republic of Ireland, you will have to use

a roadside telephone. You will be connected to the authorised motorway service, not our control centre. Once you reach a place of safety, you must call our control centre on 0033 4 72 17 25 46. You may have to pay for the cost of labour and towing the insured vehicle on the spot, but you can claim these costs back from us when you get home by calling us on 0800 093 5318.

### WHAT IS NOT COVERED UNDER ANY SECTION

We will not provide cover for the following

- a Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret, or deal with any date change.
- b The insured vehicle being used for racing, rallies or competitions.
- c Any costs covered by any other insurance policy.
- d Disputes between you and us, except disputes which can be dealt with under condition b on page 23.
- e Claims directly or indirectly caused by, contributed to or arising from:
  - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- f Claims arising from war, invasion, riot, revolution or a similar event.

### CONDITIONS THAT APPLY TO ALL SECTIONS

#### A NOTICES

Every notice which needs to be given under this policy must be given in writing.

If you give us notice, you must send it to our head office.

If we give you notice, we must send it to your last known address.

#### B DISPUTES

If there is a dispute between you and us, the matter may be referred to an arbitrator, who you and we agree to. If we cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either you or us, the arbitrator will decide how you and we will share the costs.

### C AUTHORISATION

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

### D GOVERNING LAW

This policy will be governed by the law of England and Wales.

### E CANCELLATION

Your policy is an annual contract. In the event of cancellation, no refund will be given.

## 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, please refer to the Carole Nash Promise, which can be found on page 2 and 3.

If your complaint is in relation to your Legal Protection insurer, please refer to the section 'How to make a complaint' in your Legal Protection Summary.

If your complaint is in relation to Carole Nash Assistance, please write to:

Carole Nash Assistance,  
AA, Lambert House,  
Stockport Road,  
Cheadle,  
Cheshire  
SK8 2DY

Phone: 0845 607 6727

E-mail: [CustomerSupport@theAA.com](mailto:CustomerSupport@theAA.com)

If you are still not happy with our final decision, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

The address is:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0845 080 1800

Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)  
Website: [www.financialombudsman.org.uk](http://www.financialombudsman.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. The procedure outlined above is entirely without prejudice to your rights in English Law and you are free at any stage to seek legal advice and take legal action.

### FINANCIAL SERVICES COMPENSATION SCHEME

We are a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Compulsory insurance, such as third party motor insurance, is covered in full by the scheme. Non-compulsory cover such as damage to the insured motorcycle is covered or for any unused premium is paid by the scheme for up to 90% of its value.

Further information about the scheme is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the FSCS at 7th Floor, Lloyd's Chambers, Portoken Street, London E1 8BN.



CAROLE NASH

**UK & EUROPEAN BREAKDOWN**

RECOVERY CARD

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

In the <b>UK</b> call	<b>0800 093 5318</b>
In <b>Ireland</b> call	<b>01 649 7414</b>
In the rest of <b>Europe</b> call	<b>0033 4 72 17 25 46</b>



**CAROLE NASH**

**UK & EUROPEAN BREAKDOWN**

RECOVERY CARD



**Carole Nash Insurance Consultants Limited**

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

Tel: 0800 298 5511 Fax: 0161 927 2404 email: [cars@carolenash.com](mailto:cars@carolenash.com) Web: [www.carolenash.com](http://www.carolenash.com)

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