



**CAROLE NASH**

**The care it deserves**



**SIX WHEEL  
INSURANCE DOCUMENTS**

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## THE CARE YOU AND YOUR VEHICLES DESERVE WELCOME TO CAROLE NASH

Thank you for choosing to protect your vehicles with Carole Nash, the UK's favourite bike insurance specialist. 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 vehicles mean to you, which is why we promise to give you the care both you and your vehicles deserve.

So what does this mean? It means we share your passion. It means we understand biking 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 Service - 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 Carole Nash.



David Newman  
Managing Director  
Carole Nash Insurance Consultants Ltd.

# THE CAROLE NASH PROMISE

## HOW WE'LL DELIVER THE CARE IT DESERVES

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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 and fellow bikers 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 bikers 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 bike shows and work with motorcycle clubs so that we understand the changing needs of the biking 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. A copy of these procedures is available upon request.

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.

This 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

Because recovering losses incurred due to accidents can be frustrating, costly and time consuming, included to 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 298 5577.

## 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\*.

For more information or a quote, call us on 0800 298 5599.

Currently not available in Northern Ireland.

\*All covered when items in the home.

## TRAVEL INSURANCE

Another valuable addition 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, every travel insurance policy through Carole Nash provides a range of benefits as standard, including up to £10 million in medical expenses cover, plus cancellation, delay and personal effects.

Special provision is made for motorcyclists who can enjoy up to £1,000 cover for helmets and leathers, up to £350 for pannier contents and are covered for riding a motorcycle - an activity excluded as 'dangerous' by a number of travel Insurers!

Going overseas, why not give us a call on 0800 298 5577.

## 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 homestart cover, UK and European breakdown recovery, legal protection and European cover 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 on 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 at least 21 days before your insurance is due for renewal, to give you details of your new quote and policy.

To make things easier for you we may automatically renew your policy. Please refer to your renewal invite for further information on how your policy will be renewed.

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

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

Our award-winning 'Talking Claims' 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.

We also offer a range of support services to minimise the impact of your accident or theft. Because of the specialist nature of motorcycle repairs we provide access to a national network of approved motorcycle repairers who will collect, repair, valet and drop off your bike - and guarantee repairs for three years. Car repairs may be organised through your insurer's own approved network. Of course you are able in both instances to have your vehicle repaired at a garage of your choice dependent upon prior approval by your insurer.

### **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 award-winning team on 0800 298 5533.

# THINGS WE NEED TO KNOW

## ADDING YOUR SECOND VEHICLE

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 riders.
- Exceeding limited mileage limits, if applicable.

This is not a full list. If you are not sure whether to report any change, please contact our Customer Services team on 0800 298 5511.

We may reassess 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.

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.

## DEFINITIONS

Whenever the following words or expressions appear in your policy, they have the meaning given below.

### 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

This is the amount shown in the schedule, which represents the value of your classic motorcycle. This is the most we will pay you if your classic motorcycle is lost, totally destroyed or where the reasonable 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

A document we issue that proves you have the motor insurance you need and must have by law.

### CLASSIC MOTORCYCLE

A mechanically propelled vehicle which is not an invalid carriage, including any attached side car that has less than four wheels and was made before 1983.

### ENDORSEMENT

Statements, found in your schedule, that either show changes to the terms of your policy or terms that apply specifically to you (for example, the amount of excess you must pay).

### EXCESS

The first amount of any claim which you must pay if your vehicle is lost, stolen or damaged.

### INEXPERIENCED DRIVER

Anybody who is driving a car who is aged 25 or older 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 just before the loss or damage you are claiming for.

### MOTORCYCLE

A mechanically propelled vehicle which is not an invalid carriage, including any attached side car that has less than four wheels.

### PERIOD OF INSURANCE

The period of time shown in your schedule and/or in your certificate of motor insurance during which your policy is operative.

### RACETRACK

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.

### SCHEDULE

The document that names you as the policyholder and sets out what this policy covers you. We will replace your schedule whenever you renew the policy or if you make any changes to the policy while your insurance applies.

### STATEMENT OF FACT

The document that records the information you gave us when you bought or renewed your policy and which your contract with us is based on.

### 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 classic motorcycle for which you have a current certificate of motor insurance under this policy.

### WE, US, OUR

Groupama Insurance Company Limited for sections 1-14.

### YOU, YOUR

The policyholder whose name is on the schedule or, if you die, your legal personal representatives.

### 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 classic motorcycle who is under 25 at the time of an event which you or they may be entitled to claim for.

## YOUR COVER

### 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, 7, 15 and 16 apply.
- For third party only cover, sections 1, 3, 4, 5, 15 and 16 apply.

Section 14 will only apply if you have paid an additional premium and cover is shown on your schedule.

### THE COVER RELATING TO YOUR CLASSIC 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, 7, 15 and 16 apply.
- For third party only cover, sections 1, 3, 4, 5, 15 and 16 apply.

Section 14 will only apply if you have paid an additional premium and cover is shown on your schedule.

## INTRODUCING YOUR CAROLE NASH 6 WHEEL INSURANCE POLICY

This policy booklet gives full details of your cover.

Please read this policy, your schedule and your certificate of motor insurance carefully and make sure that they meet your needs.

If you have any questions please contact Carole Nash Insurance Consultants Ltd who will assist you.

Please keep all your insurance documents in a safe place as you may need to read them if you want to make a claim.

### 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.

The contract is based on the statement of fact from information you have provided and any declaration you make. The schedule, any endorsements and the certificate of motor insurance are all part of this policy. You must read all the documents that make up your policy as one document.

### THE LAW THAT APPLIES TO THE POLICY

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

### COOLING OFF PERIOD

We hope that you will be happy with your insurance policy. However, if this policy does not meet your needs, you have 14 days from the date you received your policy documents to cancel the policy and get a full refund less a Carole Nash Insurance Consultants Ltd administration fee. You must contact Carole Nash Insurance Consultants Ltd by telephone or by post and send them any certificate of motor insurance at the same time. We will not give you a refund if you have claimed for the total loss of your vehicle or an incident has happened where you could make a claim for a total loss.

Signed for and on behalf of the insurers



David Newman  
Managing Director  
Carole Nash Insurance Consultants Ltd.

## SECTION 1 LIABILITY TO OTHER PEOPLE

### WHAT WE WILL COVER

#### A COVER FOR YOUR LIABILITIES

This policy covers you for:

- all your legal responsibilities as a result of death of or injury to anybody caused by an incident involving your vehicle; and
- damage to any property as a result of an incident involving your vehicle. We will pay up to £20 million (including all costs, expenses and indirect losses, apart from those covered under the legal expenses part of your policy). This cover applies to any one event or any series of incidents resulting from one event.

#### B STATIC DISPLAY

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

#### C RALLIES

We will also provide the cover outlined in section when your classic 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**

If anyone insured under the policy dies, we will transfer the protection we provide under this policy to their estate.

### **F EMERGENCY MEDICAL TREATMENT**

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

If we make a payment under this section, 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 classic motorcycle as long as:

- you do not own it; and
- it is not hired to you under a hire-purchase or leasing agreement.

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 classic motorcycle;
- the car is being driven or the motorcycle or classic motorcycle is being ridden in the United Kingdom; and
- you still have your car, motorcycle or classic motorcycle and it has not been declared a total loss.

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

### **H LEGAL EXPENSES**

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 expenses 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 WE WILL NOT COVER**

(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 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 WE WILL COVER**

If your vehicle, its accessories and spare parts are lost, stolen or 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 CLASSIC MOTORCYCLE**

We will not pay more than the market value of your classic 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 classic motorcycle shown on your 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 WE WILL NOT COVER**

- We will not cover the excesses shown in your 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 classic 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 reasonable cost of protecting it and taking it to the nearest suitable repairer. We will also pay the reasonable cost of delivering your vehicle to you at the address shown in your 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 schedule, as shown below.

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 any compulsory and voluntary excesses set out in your schedule, as shown below.

## YOUNG RIDERS

If your motorcycle or classic motorcycle or any of its accessories and spare parts are damaged while it is being driven 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 schedule, as shown below.

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

## SECTION 3 COVER WHEN YOUR VEHICLE IS BEING SERVICED, EXAMINED OR REPAIRED

### WHAT WE WILL COVER

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 pay only our share of the claim.

## SECTION 4 TRAVELLING ABROAD

### WHAT WE WILL COVER

Your policy automatically provides the cover schedule 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

This policy also provides the minimum cover you need by law to use your vehicle in any country not in the European Union which the Commission of the European Union approves as meeting the conditions of Article 7 (2) of the Directive on Insurance of Civil Liabilities arising from using motor vehicles (72/166/EEC).

If you need more than the minimum cover outside the territorial limits and we agree to give you this cover, as long as you pay any extra premium we ask for we will give you an international insurance certificate (Green Card) which proves you are insured for the time you will be away.

## 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 reasonable 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 classic 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;
- the only claim you make is under section 1f 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 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 WE WILL COVER

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 WE WILL COVER

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.

## SECTION 8 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 classic motorcycle if your schedule shows that you have motorcycle personal accident cover and you have paid the premium for it.

## DEFINITIONS WHICH APPLY TO THIS PART OF THE POLICY

### BODILY INJURY

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

### 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.

### LOSS OF HEARING

The complete loss of hearing in one or both ears that has lasted for 52 consecutive weeks and which in the opinion of an expert medical specialist 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;
- a 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 three 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 an immediate member of your family or an employee of yours who is qualified and licensed to practice medicine.

### 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.

### WHAT WE WILL COVER

If you suffer bodily injury as a result of an accident whilst travelling in, on or getting into, out of, getting on or getting off any vehicle covered by this policy or while undertaking emergency roadside repairs to your vehicle 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; or
- loss of hearing;

we will pay you the benefit specified in the table of benefits shown in your schedule.

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 will not exceed the death benefit.

### WHAT WE WILL NOT COVER

Under this section we will not pay benefit for bodily injury directly or indirectly caused by or contributed to or arising from:

- the use of a motorcycle for any business, trade, commercial or professional purpose including but not limited to use as a courier, despatch rider, fast food delivery rider;
- you committing or attempting suicide or intentional self injury;
- sickness, illness or disease;
- pregnancy or childbirth;
- you committing a criminal or unlawful act;
- you being under the influence of alcohol or drugs (apart from drugs prescribed by a medical practitioner) at the time of the accident;
- deliberate exposure to danger except in an attempt to save human life;
- 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; and
- not wearing a crash helmet.

### CONDITIONS WHICH APPLY TO THIS PART OF THE POLICY ONLY

#### CLAIMS

- 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 we ask for and do so in the manner we request.
- If we request it you must undergo medical examination at our expense.
- Any disability that exists or existed prior to an incident will be taken into account in considering a claim under this section of the policy.
- You must notify the police immediately following an incident likely to give rise to a claim under this section of the policy where legally required.
- No amount payable will bear interest.

## THE FOLLOWING SECTIONS 9, 10, 11, 12 AND 13 APPLY ONLY TO YOUR CAR.

### SECTION 9 PERSONAL BELONGINGS IN YOUR CAR

#### WHAT WE WILL COVER

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 WE WILL NOT COVER

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 10 MEDICAL EXPENSES IN CONNECTION WITH YOUR CAR

#### WHAT WE WILL COVER

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

### SECTION 11 BROKEN WINDSCREENS AND GLASS OF YOUR CAR

#### WHAT WE WILL COVER

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 WE WILL NOT COVER

We will not cover the following:

- The amount of any excess shown in your schedule.
- VAT (if it applies).
- '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 12 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 13 CAR SHARING

### WHAT WE WILL COVER

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.

## THE FOLLOWING SECTION 14 APPLIES ONLY TO YOUR MOTORCYCLE AND CLASSIC 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.

### DEFINITION WHICH APPLIES TO THIS PART OF THE POLICY ONLY

#### MOTORCYCLE PROTECTIVE CLOTHING

Specialist motorcycle leathers, jackets, trousers, helmets, gloves and boots that you own or are legally responsible for.

#### WHAT WE WILL COVER

If your motorcycle protective clothing is damaged beyond economical repair following an accident to a motorcycle covered under this policy that occurs whilst you are legally riding, getting on or off or undertaking emergency roadside repairs to your motorcycle, 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 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.

#### WHAT WE WILL NOT COVER

Under this section, we will not cover the following:

- 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; or
- loss or damage caused whilst participating in any racing, rallies, competitions, speed tests or time

- trials; or
- loss or damage while you are banned from riding a motorcycle.

### CONDITIONS WHICH APPLY TO THIS PART OF THE POLICY ONLY

- We may take possession of any damaged motorcycle protective clothing and deal with any salvage, but no items can be abandoned to us.
- You must be able to provide proof of purchase in respect of any item which is subject to a claim against the policy.
- You must at your own expense provide us with any reports, certificates, information and evidence that we ask for and do so in the manner we request.

## SECTION 15 MOTORING LEGAL PROTECTION

The cover under this section is provided by the Insurer described in your Legal Protection Summary.

### DEFINITIONS WHICH APPLY TO THIS PART OF THE POLICY ONLY

#### YOU, YOUR

Any person named in your current Certificate of Motor Insurance or any person authorised to drive, ride 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.

#### 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 (MOTOR PROSECUTION DEFENCE AND ACCIDENT, LOSS RECOVERY & INJURY COVER)

The territorial limit 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.

### TERRITORIAL LIMIT (MOTOR CONTRACT COVER)

The territorial limit 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.

### CONDITIONAL FEE AGREEMENT

The separate agreement between you and the 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 the 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.

### LEGAL HELPLINE

The cover under this section 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 Telephone No. 0160 377 9592

When you call Legal Helpline quote Carole Nash 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.

## MOTOR PROSECUTION DEFENCE

### WHAT WE WILL COVER

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 WE WILL NOT COVER

We will not provide cover for the following.

- parking offences which you do not get points on your licence for;
- driving or riding while under the influence of drink or drugs;
- driving or riding without insurance;
- any offence which would be covered under section 1 of your policy or where you qualify for legal aid;
- an allegation of intentional violence or dishonesty or for anything that you have done deliberately or recklessly;
- fines, penalties, or compensation orders; or
- applications for judicial review.

## MOTOR CONTRACT COVER

### WHAT WE WILL COVER

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

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

We will provide this cover as long as:

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

### WHAT WE WILL NOT COVER

We will not provide cover for the following:

- the first £100 of every claim under this section;
- any event which occurs within the first three months of this policy, unless the claim is for new goods or services bought after the start of this policy;
- any contract where the amount in dispute is less than: £1000 for buying, selling or hiring the insured vehicle; or £250 for servicing, repairing or testing the insured vehicle;
- a dispute over the amount of money or other compensation due under an insurance policy;



- a dispute arising from an allegation of dishonesty against you; or
- a dispute which arises following your deliberate breach of a contract

## ACCIDENT, LOSS RECOVERY AND INJURY

### WHAT WE WILL COVER

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 was in or on the insured vehicle at the time of the accident.

We will provide this cover as long as:

- 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;
- after taking into account the view of your legal representative, in our opinion you are more likely to succeed than not chance of recovering damages; and
- you enter into a conditional fee agreement with the legal representative or the 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 are above the small claims track limit.

### WHAT WE WILL NOT COVER

We will not provide cover for the following:

- any claim arising out of a contract you have with another person or organisation; or
- a claim arising out of an event which is not covered under your current motor insurance policy.

Exceptions which apply to this part of the policy only in addition to the general exceptions applicable to sections 1 to 14 (if there is any duplication the exceptions applicable to this section take precedence)

- Costs which are covered under another insurance policy.
- Costs we have not agreed to in writing.
- Costs you have paid directly to the legal representative or any other person without our permission.
- Any VAT you can get back from elsewhere.
- Costs which are disproportionate to the financial benefit that would be gained from the legal action.

Conditions which apply to this part of the policy only in addition to the conditions applicable to sections 1 to 14 (if there is any duplication the conditions applicable to this section take precedence)

### 1 YOU MUST DO THE FOLLOWING

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

### 2 YOUR LEGAL REPRESENTATIVE MUST DO THE FOLLOWING

- Get our written permission before instructing a barrister or expert witness.
- Tell us if, at any stage, the view of your legal representative is that you are not likely to have a successful defence, get damages back or get any other solution.
- Tell us straight away if the other party makes a payment into court or any offer to settle the matter.
- Tell us the result of the claim when it is finished.
- Enter into a conditional fee agreement with you or a collective conditional fee agreement with us, if a claim under the accident loss recovery and injury part of this section 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

- Take over and deal with (in your name) any claim or proceedings.
- Settle a claim by paying the amount in dispute.
- Appoint the legal representative for you and in your name.
- Have any legal bill audited or assessed.
- Contact the legal representative at any time, and have access to all statements, pleadings, opinions and reports relating to the claim.
- End your cover for a claim 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.
- 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 13 Disputes in the conditions which only apply to sections 15 and 16. The procedure set out in this condition does not apply if the dispute is over a decision made by the 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.

## SECTION 16 UNITED KINGDOM AND EUROPEAN BREAKDOWN RECOVERY

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.

### DEFINITIONS WHICH APPLY TO THIS PART OF THE POLICY ONLY

#### BREAKDOWN

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

#### INSURED VEHICLE

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.

#### TERRITORIAL LIMIT

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

The territorial limit for European Assistance is Andorra, Austria, Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway,

Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

### WE, US, OUR

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, ride or be a passenger in, or on the insured vehicle.

## UK ASSISTANCE

### WHAT WE WILL COVER

#### 1 HOME AND ROADSIDE ASSISTANCE

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

We will 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 insured vehicle, you and up to six passengers or your pillion passenger to continue with your journey to your destination, or to return home, or

#### 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 up to six passengers or your pillion passenger for one night. 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 debit or credit card, to cover the cost of the fuel you use, insurance and any extra days' hire.

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

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

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

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 involving the insured vehicle, within the territorial limit and within the period of insurance and are more than 20 miles from your home, we will pay for one night's bed and breakfast in a hotel we choose, for your passenger(s). The most we will pay is £100 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, but the maximum that we will pay is a total of £300. A doctor must give permission before we do this.

#### **4 REPLACEMENT DRIVER OR RIDER**

If, following an accident or a breakdown involving the insured vehicle, you are the only driver or rider and cannot drive or ride because you are ill or injured within the territorial limit and within the period of insurance, we can arrange and pay for a replacement driver or rider to take you, the insured vehicle and your passenger(s) to your home address within the 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 involving the insured vehicle within the territorial limit and within the period of insurance.

#### **6 BROKEN GLASS**

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

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

## **EUROPEAN ASSISTANCE**

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

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

#### **1 ROADSIDE ASSISTANCE AND RECOVERY**

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

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

#### **2 VEHICLE REPATRIATION**

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

You must give us a signed list of any items which are left in, or on, the insured vehicle before we arrange to have it taken to the nearest garage or to your home address. We will not be responsible for the loss of, or damage to, any items which are not on this list.

We will only repatriate your vehicle to the United Kingdom if we believe the cost of doing so would be less than the market value of the vehicle in the United Kingdom 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 United Kingdom 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 cannot be repaired the same day as 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 or your pillion passenger. The most we will pay is £50 a night for each person, provided your original accommodation has been pre-paid and you cannot get your money back.
- You must pay for any extra hotel costs; or
- A hire car, up to 1600cc, for up to 14 days, so you can carry on with your journey, as long as the insured vehicle has been recovered by us. You must have a valid driving licence, and pay a deposit to the car-hire company by debit or credit card, to pay for the fuel you use, insurance and any extra days' hire. We cannot guarantee that a vehicle with accessories like roof racks and tow bars will be available.) You might not be able to get a hire car if you have endorsements on your driving licence. We will provide this cover as long as you are between 25 and 65 years old. (We will try to arrange something for you if you are under 25 or over 65, but we cannot guarantee that we will be able to help); or
- A standard-class rail ticket for you and up to six passengers or your pillion passenger, so you can carry on with your journey, or to get you home.

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

#### **5 REPLACEMENT DRIVER OR RIDER**

If, following an accident or breakdown involving the insured vehicle, you are the only driver or rider and cannot drive or ride because you are ill or injured within the territorial limit and within the period of insurance, we can arrange and pay for a replacement driver or rider to take you, the insured vehicle and your passenger(s) to your home address in the United Kingdom.

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

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

#### **WHAT WE WILL NOT COVER**

We will not provide cover under the UK Assistance or European Assistance sections of this policy for the following:

- Any costs we have not agreed to.
- Any costs you would normally have to pay, such as petrol and toll charges.
- An insured vehicle which is not kept in a good mechanical and roadworthy condition, or serviced according to the manufacturer's recommendations.
- Where the insured vehicle which is involved in a breakdown, accident or act of vandalism has no current MOT certificate or European equivalent (if one is needed) and no valid road fund licence disc on display.
- Where the insured vehicle which is involved in a breakdown, accident or act of vandalism was being used for any criminal act.
- Where the insured vehicle which is involved in a breakdown, accident or act of vandalism was being driven or ridden whilst under the influence of or was in any other way being used in connection with alcohol, drugs or solvent abuse.
- Where you call us out following a breakdown or accident for a problem which you have called us about before, but which you have not, in our opinion, tried to get fixed since the last time you called us out.
- An insured vehicle we cannot recover because of bad weather conditions, like floods, snow or high winds, or because the insured vehicle is stuck in sand or mud. If specialist equipment is needed to recover the insured vehicle, you will have to pay the extra cost.
- Any release fees you have to pay if the insured vehicle is stolen and recovered by the police.
- Any loss or damage to the insured vehicle and its accessories which is the result of the breakdown, accident or act of vandalism.
- Mobile phone and telephone call costs – mobile phones are convenient but expensive. Even if you ask someone to call you back on your mobile, you may still have to pay for the call. These costs are not covered under your policy in any circumstances.
- The cost of repairs to the insured vehicle when your vehicle is repaired in any garage to which it is taken. We cannot give any guarantee or warranty in respect of the quality of the repairs carried out to the insured vehicle. If you have any concerns about the quality of the repairs you must take them up directly with the garage responsible.

- The cost of the recovery or repair vehicle coming out to you if, after requesting assistance to which you are entitled, the insured vehicle is moved, recovered or repaired by any other means.
- Where the insured vehicle was being used for racing, rallies or competitions at the time of the incident giving rise to the claim.

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

- In the United Kingdom, call us on 0800 093 5318.
- In the Republic of Ireland, call us on 01 649 7414.
- Outside the United Kingdom and Republic of Ireland, call us on 0033 4 72 17 25 46.
- Our operator will ask you for the following:
  - Where you are.
  - Your vehicle registration number.
  - The make and colour of the insured vehicle.
  - A telephone number we can contact you on.
  - Details of what has happened.
  - Do not make your own arrangements.
- You and any passenger(s) must be with the insured vehicle when the repair or recovery vehicle arrives, unless you have made other arrangements with us.
- If you have a problem on a motorway outside the United Kingdom or the Republic of Ireland, you will have to use a roadside telephone. You will be connected to the authorised motorway service, not our control centre. Once you reach a place of safety, you must call our control centre on 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 subject to the limits applicable to this section you can claim these costs back from us when you get home by calling us on 0800 093 5318.

## GENERAL EXCEPTIONS WHICH ONLY APPLY TO SECTIONS 15 AND 16

### WE WILL NOT PROVIDE COVER FOR THE FOLLOWING

- 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.
- Any costs covered by any other insurance policy.
- Disputes between you and us, except disputes which can be dealt with under condition 13 Disputes in the conditions which only apply to sections 15 and 16.
- Claims directly or indirectly caused by, contributed to or arising from:
  - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- This policy does not cover any loss or damage

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

## GENERAL EXCEPTIONS APPLICABLE TO SECTIONS 1 TO 14

### 1 VEHICLE USER

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

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

### 2 CONTRACTS

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

### 3 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.

### 4 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.

### 5 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.

### 6 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.

### 7 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.

### 8 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.

### 9 EARTHQUAKE

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

### 10 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 classic motorcycle is being used on any racetrack for racing, pacemaking or in any contest or speed trial.

## ADDITIONAL GENERAL EXCEPTIONS THAT APPLY TO SECTIONS 15 AND 16 ONLY

### 11 WE WILL NOT PROVIDE COVER FOR THE FOLLOWING

- 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.
- Any costs covered by any other insurance policy.
- Disputes between you and us, except disputes which can be dealt with under general condition 13 of this policy.

## CONDITIONS APPLICABLE TO SECTIONS 1 TO 14

### 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 and conditions.

### 2 YOUR DUTY

All the information given to us must be complete and correct as far as you know. You are responsible for making sure that information relating to all drivers the policy covers is complete and correct.

If we discover that you (or someone acting for you) deliberately gave us incomplete or false information, all cover under this policy will end. We will treat the policy as though it never existed and we will not 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 condition 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 are covered by any other policy for any claim, we will pay only our share of the claim (unless we say otherwise in this policy).

### 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;
- 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).

### 6 CANCELLING YOUR COVER

If this policy does not meet your needs, you have 14 days from the date you received your policy documents to cancel the policy and get a full refund less a Carole Nash Insurance Consultants Ltd administration fee. You must contact Carole Nash Insurance Consultants Ltd by telephone or by post and send them any certificate of motor insurance at the same time. We will not give you a refund if you have claimed for the total loss of your vehicle or an incident has happened where you could make a claim for a total loss.

If you want to cancel your policy after this 14-day period, you must contact Carole Nash Insurance Consultants Ltd by telephone or by post and send them any certificate of motor insurance at the same time. As long as you have not made 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 administration fee, details of the administration fee can be found in the Carole Nash terms of business.

We, or Carole Nash Insurance Consultants Ltd, may cancel this policy by giving you seven days' notice in writing, which we will send to the most recent address we have for you. You must send Carole Nash Insurance Consultants Ltd the certificate of motor insurance before we can refund any premium.

### 7 SETTling DISAGREEMENTS

If we accept your claim under sections 2, 6, 7, 8, 9, 10 or 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.

### 8 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 credit schemes, 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.

### 9 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.

### 10 TELLING US ABOUT CHANGES IN YOUR CIRCUMSTANCES

Please tell us about any changes which may affect your cover. If you fail to do so, your policy may not be valid and we may not pay your claim.

For example, you must tell us if:

- you want to change the drivers or riders insured under this policy;
- you move house or change the place you keep your vehicle;
- you expect to do fewer or more miles each year;
- your name changes (for example, by marriage);
- you change your vehicle or the owner of your vehicle changes;
- you change what you use your vehicle for (for example, you start using it for business purposes);
- you get a new job (full-time or part-time) or take on a second job;
- you make changes to your vehicle (including fitting security devices); or
- you develop any physical or mental problem that affects your ability to drive or ride.

This is not a full list. If you are not sure whether you need to tell us about a change in circumstances, contact Carole Nash Insurance Consultants Ltd.

### 11 AGREED VALUE

You must send all photographs and valuations that Carole Nash Insurance Consultants Ltd require as evidence of the value of your classic motorcycle. If they have not received and accepted the photographs and valuations they require, any loss or damage to your classic motorcycle will be based on the market value of your classic motorcycle and not on the agreed value of your classic motorcycle.

## ADDITIONAL CONDITIONS THAT APPLY TO SECTIONS 15 AND 16 ONLY

### 12 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.

### 13 DISPUTES

If we accept your claim under sections 15 or 16 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.

### 14 AUTHORISATION

Under Section 16 of this policy, should you be unwilling to accept our decision or that of our agents, on the most suitable form of assistance to be provided, we will pay no more than £100 for any one breakdown towards your preferred form of assistance.

### 15 GOVERNING LAW

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

### 16 CANCELLATION

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

## MAKING A CLAIM UNDER SECTIONS 1 - 14

If your vehicle is involved in an accident or has been damaged or stolen, here's what to do.

Suffering an accident or theft can be distressing and inconvenient.

Carole Nash, with our highly trained, award-winning team is on hand to provide you with reassurance, practical advice and assistance - and ensure your claim is swiftly, sympathetically and professionally processed.

Our award-winning 'Talking Claims' 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.

### 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 CLASSIC MOTORCYCLE IS A TOTAL LOSS

If :

- your classic motorcycle cannot be repaired;
- the cost of the repair is more than the market value of the classic motorcycle and its accessories; or
- your classic motorcycle is stolen and not found.



If your schedule shows that your classic 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 classic motorcycle will attract on the open market in its damaged condition.

If your classic motorcycle is insured on a market value basis, in the event of a total loss the classic 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 0800 298 5533.

#### **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.

You may have separate insurance that pays the costs of claiming for your uninsured losses. Please check your policy documents.

### **MAKING A CLAIM UNDER SECTION 15**

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

### **MAKING A CLAIM UNDER SECTION 16**

What to do if you have an accident or a breakdown

- In the United Kingdom, call us on 0800 093 5318.
- In the Republic of Ireland, call us on 01 649 7414.
- Outside the United Kingdom and Republic of Ireland, call us on 0033 4 72 17 25 46.
- Our operator will ask you for the following:
  - Where you are.
  - Your vehicle registration number.
  - The make and colour of the insured vehicle.
  - A telephone number we can contact you on.
  - Details of what has happened.
  - Do not make your own arrangements.
- You and any passenger(s) must be with the insured vehicle when the repair or recovery vehicle arrives, unless you have made other arrangements with us.
- If you have a problem on a motorway outside the United Kingdom or the Republic of Ireland, you will have to use a roadside telephone. You will be connected to the authorised motorway service, not our control centre. Once you reach a place of safety, you must call our control centre on 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 subject to the limits applicable to this section you can claim these costs back from us when you get home by calling us on 0800 093 5318.

### **COMPLAINTS PROCEDURE**

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us your name, broker reference and your claim number or policy number and the reason for your complaint. We may record phone calls.

If you are unhappy with the service you have received or have cause for complaint, please contact Carole Nash Insurance Consultants Ltd. For details of how to contact them, please refer to the Carole Nash Promise that can be found on pages 2 and 3.

#### **IF YOUR COMPLAINT IS IN RELATION TO THE INSURER:**

For complaints about claims contact the Claims Director at:

Groupama Insurances,  
Personal Insurance Claims Centre,  
1 Port Way,  
Port Solent,  
Portsmouth,  
Hampshire.  
PO6 4TY

Phone: 0844 748 0117  
Email: [claims.director@groupama.co.uk](mailto:claims.director@groupama.co.uk)

For complaints about policy administration and documents, contact the Personal Lines Service Manager at:

Groupama Insurances,  
Groupama House,  
60 Spring Gardens,  
Manchester.  
M60 1HU

Phone: 0161 834 9888  
Fax: 0844 748 0207  
Email: [underwritingcustomerservice@groupama.co.uk](mailto:underwritingcustomerservice@groupama.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.

Calls to 0844 numbers cost less than 5p per minute from a BT line. Other network charges will vary.

#### **IF YOUR COMPLAINT IS IN RELATION TO MOTORING LEGAL PROTECTION:**

Please refer to the section 'How to make a complaint' in your Legal Protection Summary:

#### **IF YOUR COMPLAINT IS IN RELATION TO UNITED KINGDOM AND EUROPEAN BREAKDOWN RECOVERY, PLEASE WRITE TO:**

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

Phone: 0845 607 6727  
E-mail: [CustomerSupport@theAA.com](mailto:CustomerSupport@theAA.com)

#### **FINANCIAL OMBUDSMAN SERVICE**

If you are still not happy with the 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.

Their address is:

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

Phone: 0800 023 4567 or 0300 123 9 123 (from mobile or non BT lines)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

You can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. You can get more information from us or the ombudsman.

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

If you take any of the action mentioned above, it will not affect your right to take legal action.

### **FINANCIAL SERVICES AUTHORITY**

We and Carole Nash Insurance Consultants Ltd are authorised and regulated by the Financial Services Authority. You can check their website ([www.fsa.gov.uk](http://www.fsa.gov.uk)), which includes a register of all the firms they regulate. Or you can phone them on 0845 606 1234.

### **FINANCIAL SERVICES COMPENSATION SCHEME**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% of the claim, without any upper limit
- For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim without any upper limit.

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, Portsoken Street, London E1 8BN.



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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>



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