

# ***BREAKDOWN RECOVERY & LEGAL PROTECTION***



## ***INSURANCE DOCUMENTS***



**CAROLE NASH**  
The care it deserves

Modern Bike

Six Wheel

Multi-Bike

Custom

Future Classic

Classic

Vintage

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# WELCOME

We hope you find this booklet useful in ensuring you get the most out of your insurance policy.

Contained within this booklet is information about your policy cover. Please take time to read the policy wordings and your Carole Nash Terms of business (enclosed with your documents) as they contain vital information about your policy.

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

Phone:

In the United Kingdom: 0800 298 5511

In the Republic of Ireland: 1800 298 551

Email:

In the United Kingdom: [bikes@carolenash.com](mailto:bikes@carolenash.com)

In the Republic of Ireland: [emerald@carolenash.com](mailto:emerald@carolenash.com)

## BREAKDOWN ASSISTANCE

Should you need to use breakdown assistance under the terms of this policy, simply call the number below:

In the UK: 0800 093 5318

In Ireland: 090 645 1972

Rest of Europe: 0044 1737 826 112

**More information can be found on page 3.**

## LEGAL PROTECTION

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

**More information can be found on page 1.**

Thank you for choosing Carole Nash.

## SECTION 1

### MOTURING LEGAL PROTECTION

This insurance Policy has been arranged by Motorplus Limited (trading as ULR Additions) with Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of:

Ageas Insurance Limited. Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Motorplus Limited, Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768 in the United Kingdom and 0044 207 066 1000 in the Republic of Ireland.

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

##### COLLECTIVE CONDITIONAL FEE AGREEMENT

If you are resident in the United Kingdom, 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.

##### CONDITIONAL FEE AGREEMENT

If you are resident in the United Kingdom, 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.

##### 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, or €100,000 if you are resident in the Republic of Ireland.

##### DAMAGES

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

##### INSURED VEHICLE

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

##### LEGAL HELPLINE

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

Legal Helpline Tel. No. 0843 227 7567 if you are resident in the United Kingdom or 0044 843 227 7567 if you are resident in the Republic of Ireland.

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

##### LEGAL REPRESENTATIVE

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

##### PERIOD OF INSURANCE

The period shown in your current certificate of motor insurance.

##### SMALL CLAIMS TRACK LIMIT

If you are resident in England or Wales, the most you can claim in the small claims track of the County Court in England and Wales.

##### TERRITORIAL LIMIT (MOTOR CONTRACT COVER)

The territorial limit is Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, or the Republic of Ireland if you are resident there.

##### 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.

##### WE, US, OUR

MotorPlus Limited, trading as ULR Additions, an insurance intermediary who is authorised to manage claims on behalf of the UK General Insurance Limited on behalf of Ageas Insurance Limited.

##### YOU, YOUR

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

### MOTOR PROSECUTION DEFENCE

#### WHAT IS COVERED

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

We will provide this cover as long as:

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

#### WHAT IS NOT COVERED

We will not provide cover for the following.

- parking offences which you do not get points on your licence for;
- driving while under the influence of drink or drugs;
- driving 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 IS COVERED

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 IS NOT COVERED

We will not provide cover for the following:

- the first £100, or €150 if you are resident in the Republic of Ireland, 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:
- £1,000, or €1,500 if you are resident in the Republic of Ireland, for buying, selling or hiring the insured vehicle; or
- £250, or €375 if you are resident in the Republic of Ireland, 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 IS COVERED

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 IS NOT COVERED

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.

## SECTION 2

### UNITED KINGDOM, REPUBLIC OF IRELAND AND EUROPEAN BREAKDOWN RECOVERY

Irish and European, roadside assistance and vehicle recovery is underwritten by Inter Partner Assistance (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us by request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768 in the United Kingdom and 0044 207 066 1000 in the Republic of Ireland.

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

##### BREAKDOWN

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

##### INSURED VEHICLE

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

The insured vehicle must be no more than:

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

This also includes any 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 United Kingdom and Republic of Ireland assistance is Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland.

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

### UNITED KINGDOM AND REPUBLIC OF IRELAND ASSISTANCE

#### WHAT IS COVERED

##### HOME AND ROADSIDE ASSISTANCE

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

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

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

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

##### ONWARD TRAVEL

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

##### 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 for one night. The most we will pay is £50 a person, or €75 a person if you are resident in the Republic of Ireland. You must pay for any extra hotel costs; or

##### CAR HIRE

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

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

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

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

##### STORAGE

If the insured vehicle has to be stored after we have recovered it, we will pay for the cost of storing the insured vehicle. The most we will pay is £50, or €75 if you are resident in the Republic of Ireland.

##### 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, or €150 a person if you are resident in the Republic of Ireland. 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, or €450 if you are resident in the Republic of Ireland. A doctor must give permission before we do this.

##### REPLACEMENT DRIVER

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

##### MESSAGE SERVICE

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

##### ACCIDENTS

We will come out to the insured vehicle if you can't ride it after an accident. We will pay the recovery charges on your behalf but will be entitled to ask you for all reasonable help to take action in your name to get our costs refunded from another organisation.

##### CLAIMS

We will cover you for up to four claims in 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.

## EUROPEAN ASSISTANCE

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

There are differences between the services We will provide within the UK and the services we are able to arrange for you when you are travelling overseas within Europe. While we will make every effort to help, within the terms of this policy, there will be differences and limitations in services available. The list below is not intended to be exhaustive nor does it replace the terms and conditions of the cover provided or other information given within this booklet. However, it will highlight some of the key areas.

- European cover is not an extension of UK cover benefits into Europe but is instead subject to the terms and conditions as shown in this policy booklet.
- we do not operate in Europe. Roadside Assistance will usually be provided through a garage or, if you are visiting a country where a motoring organisation operates, this organisation may assist.
- European Assistance; Mechanics are unlikely to speak English. If you need help, ring the helpline.
- third-party service providers, including garages, repairers, recovery operators, car hire companies etc, are not approved by Us and do not act as Our agents. We will not pay costs and cannot be held liable for any damage, acts or omissions of any service providers.

The most we will pay for all claims arising out of one event under this European assistance Section is £2,500, or €3,750 if you are resident in the Republic of Ireland, subject to the terms and conditions of this policy.

All services and benefits will be applied strictly within the terms and conditions stated in the policy.

#### WHAT IS COVERED

##### ROADSIDE ASSISTANCE AND RECOVERY

We will come out to the insured vehicle if you cannot drive it after a breakdown, 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 if you are in the United Kingdom or 090 645 1972 if you are in the Republic of Ireland.

### 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, or the Republic of Ireland if you are resident there.

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 insured vehicle to the United Kingdom, or the Republic of Ireland if you are resident there, if we believe the cost of doing so would be less than the market value of the insured vehicle in the United Kingdom, or the Republic of Ireland if you are resident there, following the loss or damage.

### STORAGE

If the insured vehicle has to be stored whilst you are waiting for it to be recovered or taken back by us to the United Kingdom, or the Republic of Ireland if you are resident there, we will pay for the cost of storing the insured vehicle. The most we will pay is £100, or €150 if you are resident in the Republic of Ireland.

### 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:

#### HOTEL ACCOMMODATION

Up to three nights bed and breakfast accommodation for you and up to six passengers. The most we will pay is £50 a night, or €150 a night if you are resident in the Republic of Ireland, 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;

#### CAR HIRE

A hire car, up to 1600cc, for up to 14 days, so you can carry on with your journey, as long as the insured vehicle has been recovered by us. You must have a valid driving licence, and pay a deposit to the car-hire company by debit or credit card, to pay for the fuel you use, insurance and any extra days' hire. We cannot guarantee that a vehicle with accessories like roof racks and tow bars will be available. You might not be able to get a hire car if you have endorsements on your driving licence. We will

provide this cover as long as you are between 25 and 65 years old. We will try to arrange something for you if you are under 25 or over 65, but we cannot guarantee that we will be able to help, or

#### RAIL

A standard-class rail ticket for you and up to six passengers, so you can carry on with your journey, or to get you home.

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

#### REPLACEMENT DRIVER

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

#### MESSAGE SERVICE

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

#### PARTS DELIVERY

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

#### ACCIDENTS

We will come out to the insured vehicle if you can't ride it after an accident. We will pay the recovery charges on your behalf but will be entitled to ask you for all reasonable help to take action in your name to get our costs refunded from another organisation.

#### CLAIMS

We shall not be responsible for more than 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.

### WHAT IS NOT COVERED

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

- any costs we have not agreed to.
- any costs you would normally have to pay, such as petrol and toll charges.
- any ferry, toll or congestion charges incurred in connection with Your Vehicle as a result of it being recovered.
- any 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 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.
- specialist lifting equipment: The cost of any specialist lifting equipment (not normally carried by US), if this is, in the view of US required to provide assistance e.g. when a vehicle has left the highway, is standing on soft ground or is stuck in snow or floodwater. In these instances, WE will arrange recovery but at Your cost. Once the vehicle has been recovered to a suitable location, normal service will be provided.
- any release fees you have to pay if the insured vehicle is stolen and recovered by the police or Garda.
- 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 090 645 1972.
- outside the United Kingdom and Republic of Ireland, call us on 0044 1737 826 112.

Our operator will ask you for the following:

- where you are.
- your insured vehicle registration number.
- the make and colour of the insured vehicle.
- a telephone number we can contact you on.
- details of what has happened.
- do not make your own arrangements.
- you and any passenger(s) must be with the insured vehicle when the repair or recovery vehicle arrives, unless you have made other arrangements with us.
- if you have a problem on a motorway outside the United Kingdom or the Republic of Ireland, you will have to use a roadside telephone. You will be connected to the authorised motorway service, not our control centre. Once you reach a place of safety, you must call our control centre on 0044 1737 826 112. You may have to pay for the cost of labour and towing the insured vehicle on the spot, but subject to the limits applicable to this section you can claim these costs back from us when you get home by calling us on 0800 093 5318 in the United Kingdom or 090 645 1972 in the Republic of Ireland.

## ADDITIONAL GENERAL EXCEPTIONS THAT APPLY TO SECTION 1 ONLY

### 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 2 of this policy.

### WE WILL NOT PROVIDE COVER FOR THE FOLLOWING

- 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 THAT APPLY TO ALL OF THIS POLICY

### 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.

## ADDITIONAL CONDITIONS THAT APPLY TO SECTION 1 ONLY

### DISPUTES

If we accept your claim under sections 1 or 2 of this policy but we and you cannot agree the amount we should pay, we will 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.

### CANCELLATION

If you want to cancel your policy after the 14-day period (in condition 6 Cancelling your cover in the Conditions that apply to all of this policy), no refund of premium will be given.

## 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 5.

## 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.

## 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.

## 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.

### 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 2. Disputes (page 7) in the conditions which only apply to section 1. 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.

## ADDITIONAL CONDITIONS THAT APPLY TO SECTION 2 ONLY

### AUTHORISATION

Under Section 2 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, or €150 if you are resident in the Republic of Ireland, for any one breakdown towards your preferred form of assistance.

## MAKING A CLAIM UNDER SECTION 1

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

## MAKING A CLAIM UNDER SECTION 2

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

- in the United Kingdom, call us on 0800 093 5318.
- in the Republic of Ireland, call us on 090 645 1972.
- outside the United Kingdom and Republic of Ireland, call us on 0044 1737 826 112.

Our operator will ask you for the following:

- where you are.
- your insured vehicle registration number.
- the make and colour of the insured vehicle.
- a telephone number we can contact you on.
- details of what has happened.
- do not make your own arrangements.
- you and any passenger(s) must be with the insured vehicle when the repair or recovery vehicle arrives, unless you have made other arrangements with us.
- if you have a problem on a motorway outside the United Kingdom or the Republic of Ireland, you will have to use a roadside telephone. You will be connected to the authorised motorway service, not our control centre. Once you reach a place of safety, you must call our control centre on 0044 1737 826 112. You may have to pay for the cost of labour and towing the insured vehicle on the spot, but subject to the limits applicable to this section you can claim these costs back from us when you get home by calling us on 0800 093 5318 in the United Kingdom or 090 645 1972 in the Republic of Ireland.

## 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 YOUR COMPLAINT IS IN RELATION TO CAROLE NASH:

If you wish to register a complaint about the services provided by Carole Nash Insurance Consultants Ltd, please contact us:

By phone:

In the United Kingdom: 0800 298 5511

In the Republic of Ireland: 1800 298 551

In writing:

Compliance and Risk Team  
Carole Nash Insurance Consultants Ltd  
Trafalgar House  
110 Manchester Road  
Altrincham  
Cheshire  
WA14 1NU  
UK

### 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, which can be found in your main document pack.

### IF YOUR COMPLAINT IS IN RELATION TO BREAKDOWN ASSISTANCE, PLEASE WRITE TO:

Quality Manager  
Inter Partner Assistance SA  
The Quadrangle  
106-108 Station Road  
Redhill  
Surrey  
RH1 1PR  
UK

Phone:

In the UK: 0870 6090 023

In the Republic of Ireland: 00 44 870 6090 023

### 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.

#### IF YOU ARE RESIDENT IN THE UNITED KINGDOM, THEIR ADDRESS IS:

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

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.fos.org.uk](http://www.fos.org.uk)

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.

#### IF YOU ARE RESIDENT IN THE REPUBLIC OF IRELAND, THEIR ADDRESS IS:

The Financial Services Ombudsman Bureau,  
3rd Floor,  
Lincoln House,  
Lincoln Place.  
Dublin 2

Phone: 1890 88 20 90

Website: [www.financialombudsman.ie](http://www.financialombudsman.ie)

If you take any of the action mentioned above, it will not affect your right in Irish law to take legal action, and you are free at any time to seek legal advice and to take legal action.

### FINANCIAL CONDUCT AUTHORITY

Carole Nash Insurance Consultants Ltd is authorised and regulated by the Financial Conduct Authority.

### FINANCIAL SERVICES COMPENSATION SCHEME

We and Carole Nash Insurance Consultants Ltd are covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. If you are eligible to claim from the FSCS compensation is available for insurance advising and arranging; and is covered for 90% of the claim, without any upper limit. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 020 7892 7300 in the United Kingdom or 0044 20 7892 7300 in the Republic of Ireland.



**CAROLE NASH**  
The care it deserves

**UK, IRISH & EUROPEAN BREAKDOWN RECOVERY CARD**

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

In the UK call	0800 093 5318
In Ireland call	090 645 1972
In the rest of Europe call	0044 1737 826 112

**UK, IRISH &  
EUROPEAN  
BREAKDOWN  
RECOVERY CARD**



**CAROLE NASH**  
The care it deserves

**Carole Nash Insurance Consultants Limited**

Trafalgar House  
110 Manchester Road  
Altrincham  
Cheshire  
WA14 1NU  
UK

Tel: 0800 298 5511  
Email: [bikes@carolenash.com](mailto:bikes@carolenash.com)  
Website: [www.carolenash.com](http://www.carolenash.com)

**Carole Nash Insurance Consultants Limited**

1 Grants Row  
Lr. Mount Street  
Dublin 2  
Republic of Ireland

Tel: 1800 298 551  
Email: [emerald@carolenash.com](mailto:emerald@carolenash.com)  
Website: [www.carolenash.ie](http://www.carolenash.ie)



**Carole Nash offers one of the  
most comprehensive policies  
in the market as indicated by a  
Defaqto 5 Star Rating**

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