

# MiniBus Plus Insurance Policy



**QBE**

# 1 Contacts

## 1.1 General enquiries

Please contact **your** intermediary for any non claim enquiry. For claim enquiries, Legal services / Uninsured loss recovery and breakdown - please see under.

## 1.2 Claims

Please notify **us** of **your** claim on the day of the incident if **you** can. **You** should report all incidents involving **your** vehicles as quickly as possible regardless of blame. **You** can telephone on the following Helpline:

## 1.3 QBE HELPLINE - 0800 389 1708

This is a service provided only to **QBE** policyholders.

This line is available 24 hours a day, 365 days a year for emergencies and claims in the United Kingdom, Channel Islands and the Isle of Man. It is important to report claims to **us** early so that **we** can act quickly for **you** and control the cost of **your** claims as efficiently as possible.

## 1.4 Claims department

If **you** wish to contact **our** claims department regarding the progress of **your** claim following the initial notification please contact them at the following (Please quote **your policy** number or claims reference within any correspondence):

Telephone: 0117 910 6900

Fax: 0117 910 6901

QBE Insurance (Europe) Ltd, Claims Department, 3 Temple Back East, Bristol, BS1 6DZ.

Please note that this office will only be open during normal office hours.

## 1.5 Legal services / Uninsured loss recovery

If **you** want to make a claim under 'Section - Legal services / Uninsured loss recovery' please make this clear when telephoning **us** on 0800 389 1708 and quote MASTER POLICY NUMBER 36521. **We** will take all relevant details, validate the claim and liability for the incident and commence the appropriate recovery processes when **we** agree that there are **reasonable prospects of success**.

## 1.6 Lawphone legal helpline

**You** have access to Lawphone to give advice, 24 hours a day, 365 days a year, on any personal legal matter relating to **your** business. The advice **you** get from Lawphone will always be according to the laws of Great Britain and Northern Ireland.

## 1.7 Lawphone: 0870 241 4140

When calling Lawphone **you** should confirm that you are a QBE Fleet or MiniBus Plus Insurance policyholder. **You** will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return **your** call. **Lawclub** may record the calls for **your** protection.

## 1.8 AA breakdown assistance

If **you** have selected breakdown assistance cover and **you** require assistance, call the QBE Helpline 0800 389 1708 who will arrange with the AA for someone to come out and help **you**.

## 1.9 How to claim

1.9.1 If **you** want to make a claim under this **policy**, phone the QBE Helpline on 0800 389 1708.

Our Incident Coordinators offer help and advice 24 hours a day, 365 days a year. An Incident Coordinator will record details of the incident and will be able to confirm:

- a) whether **your policy** covers **you** for the incident;
- b) any excess that **you** will have to pay;
- c) all the steps involved in the process of making a claim;

1.9.2 **You** will be sent a pre filled claim form and contacted by an Incident Coordinator to confirm the details that **you** have already provided to the Helpline.

All **you** need to do is add any relevant information, check and sign it.

If **you** are involved in an incident telephone the QBE Helpline and if the incident is covered we will arrange for:

- a) **your insured vehicle** to be recovered;
- b) a safe passage home for **you** and **your** passengers;
- c) **your** Incident Coordinators to talk **you** through the claims process.

1.9.3 If the incident is not covered under **your policy** we may still be able to assist **you**. However a charge may be made.

## 1.10 IMPORTANT NOTICE

1.10.1 Please insert **your** name and **policy** number on **your** QBE Helpline card and keep this inside **your insured vehicle**. When telephoning the QBE Helpline, please, at all times have **your policy** number ready. This will enable **your** Incident Coordinator to find your records quickly and provide the level of service that you expect.

1.10.2 For **our** joint protection, calls may be recorded and/or monitored. If **you** do not use the QBE Helpline when requesting assistance then a charge may be made for any breakdown assistance provided. This charge may not be reimbursed. For information about what to do in the event of an emergency or claim on the continent please refer to European breakdown and accident assistance claim procedure (if applicable).

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## 2 Our agreement in general

### 2.1 Parties to this agreement

This **policy** is between **you** and **us** as declared in the **schedule**. This document, together with its **schedule** and any attached endorsements is the **policy** which sets out this insurance. It is a legal contract so please read all of it carefully. Please refer to **your schedule** for confirmation of the level of cover **you** have chosen. If no section heading appears in the **schedule** or the phrase 'Not Operative' is shown against that heading **you** have no cover under that **section**.

**We** will provide insurance in accordance with the 'Cover basis' – see under - in respect of **accident**, injury, loss or damage occurring within the **territorial limits** during the **period of insurance**.

**We** have relied upon the information **you** have provided whether by way of a proposal form or otherwise and/or information agreed between **you** and **us** by way of a **statement of fact**. This information has been used by **us** to assess the terms and premium for this contract of insurance.

It is very important that the information remains up to date and is correct – if it is not then **we** may not pay your claim, **we** may void **your policy** or impose additional conditions and charge and additional premium.

### 2.2 Words in bold

Words in bold typeface used in this **policy** document, other than in the headings, have specific meanings attached to them as set out in the General definitions and interpretation section.

### 2.3 Your insurer and our regulator

For all **sections** except Breakdown assistance **your** insurer is QBE Insurance (Europe) Limited which is a member of the QBE Insurance Group and its operating address is: Mill Court, Mill Street, Stafford, ST16 2AX. Tel + 44 (0) 845 609 0326. Fax + 44 (0) 845 609 0320.

QBE Insurance (Europe) Limited is registered in England number 1761561, home state United Kingdom, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202842.

**You** can check this on the Financial Services Register by visiting the Financial Conduct Authority's website at <http://www.fca.org.uk/register/> or by contacting the FCA on 0845 606 1234. The FCA is the independent watchdog that regulates financial services, including insurance. It requires the insurer to give **you** this document. Use this information to decide if this insurance is right for **you**.

For section – Breakdown assistance, **your** insurer is **AICL** and **AA**.

## 2.4 Cover basis

Your choice of cover is shown in the current **schedule** by a description against 'Cover basis' to indicate the operative **sections** of this **policy** that apply to **your** insurance.

Legal services / Uninsured loss recovery insurance is provided automatically whatever your choice of cover. However, the Breakdown assistance section is not automatically covered. You are only covered for Breakdown assistance if you have paid an additional premium and the Section is expressly stated as 'Operative' in the **schedule**.

Cover basis	Operative sections
Comprehensive	All <b>sections</b> .
Third Party Fire and Theft	All <b>sections</b> excluding Personal effects and Medical expenses. For section - Loss of or damage to your vehicle, this insurance only covers loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft.
Third Party only	All <b>sections</b> excluding Loss of or damage to your vehicle, Personal effect and Medical expenses.
Fire, Theft and Accidental Damage only	All cover is null and void except for section - Loss or damage to your vehicle.
Fire and Theft only	All cover is null and void except for Insured section- Loss or damage to your vehicle but even then this <b>section</b> only operates to cover loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft.

## 2.5 Policy period and premium

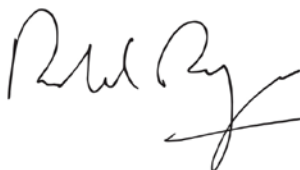
2.5.1 The **policy** will provide insurance as described above for the **period of insurance** provided **we** are paid and accept the premium and other charges. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.

2.5.2 In the event that **we** or the intermediary appointed to place this insurance do not receive the premium on or before inception, then;

- a) the **policy** may be cancelled in accordance with the cancellation provisions as set out in the 'General conditions'; and
- b) **we** may commence action for the recovery of any premium due relating to the expired portion of the **period of insurance** and/or at **our** option deduct the premium due from any settlement due in respect of a claim.

## 2.6 Signature

In evidence of the **insurer's** intention to be bound by this insurance, it prints the signature of its Chief Executive Officer.



## 3 Cooling off and Cancellation

### 3.1 Cooling off period

- 3.1.1 Where **you** are any natural person acting for purposes not related to **your**/their trade, business or profession then **you** have a right to cancel this **policy** during the period of fourteen (14) days either from the day **you** purchase this insurance, or the day on which **you** receive **your policy** documentation if that is later.
- 3.1.2 **You** must write to the broker or intermediary shown on the **schedule**. On receipt of the notice of cancellation, **we** will refund any premiums **you** have paid less a charge of forty pounds (GBP40) or proportionate charge for the period on cover provided whichever is the greater.
- 3.1.3 If this right is not exercised the insurance will continue for the full term but this **policy** may be cancelled in accordance with the other cancellation provisions as set out below.
- 3.1.4 Alternatively and if **you** are not a natural person acting for purposes not related to **your** trade, business or profession then this **policy** may be cancelled only in accordance with the cancellation provisions as set out below.

### 3.2 Cancellation

#### 3.2.1 Your rights

- a) **You** may cancel any one or all of the **sections** of this **policy** at any time by letter and by returning the **certificate(s) of motor insurance** and the insurance disc(s) if applicable.
- b) In the event that **you** cancel any one or all of the **sections** of this **policy**, **you** will be entitled to a proportionate refund of the premium paid less a charge of forty pounds (GBP40). However such refund is subject to:
  - i) the **policy** being an annual contract; and
  - ii) our record showing there are no claims notified or to be notified in the current **period of insurance** in respect of the cancelled **section**.
- c) If **you** have made a claim or if one has been made against **you** during the **period of insurance** in respect of the cancelled **section**, **you** will not be entitled to a refund of any premium.

#### 3.2.2 Our rights

- a) **We** have the right to cancel **your policy** at any time by giving **you** seven (7) days' notice in writing where there is a valid reason for doing so. Valid reasons may include but are not limited to:
  - i) where **we** have been unable to collect a premium payment. **We** will write to **you** requesting any outstanding payments be brought up to date within seven (7) days of receipt of the letter. This letter will also notify **you** that if payment is not received within seven (7) days, **your policy** will be cancelled with immediate effect;
  - ii) where **you** are required, in accordance with the terms of this **policy**, to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability:
    - I. to underwriter **your** proposal or application; or
    - II. to process a claim; or
    - III. to defend **our** interests.in these circumstances **we** may issue a cancellation letter and **we** will cancel **your policy** if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the 7 day cancellation notice period;
  - iii) where **we** reasonably suspect fraud; or
  - iv) use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers by you.

- b) **We** will send **our** cancellation letter to the last known address **we** have for **you** (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland) and will set out the reasons for cancellation in **our** letter.
- c) If **we** do cancel **your policy**, **you** will be entitled to a proportionate return of premium upon receipt of this **policy**, the **certificate(s) of motor insurance** and the insurance disc(s) if applicable.
- d) Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains any sum outstanding (whether or not the date for repayment of the said sum or any part thereof has fallen due) by **you** to the provider of the finance (referred to hereafter as the Finance Company) at the date of cancellation under this General condition, **we** may deduct from the sum otherwise payable under this General condition to **you** all or any part of the sum outstanding by **you** to the Finance Company provided that the sum thereby deducted is paid directly by **us** to the Finance Company.

## 4 Complaints

### 4.1 What you should do?

We strive to provide an excellent service to all **our** customers but occasionally things go wrong. We take all complaints seriously and endeavour to resolve all customers' problems promptly. If **you** have a question or complaint about this insurance or the conduct of **your** intermediary please contact **your** intermediary in the first instance.

Alternatively, if **you** wish to contact **us** directly you should write to:

Managing Director of Motor, QBE Insurance (Europe) Limited, One Coval Wells,  
Chelmsford Essex CM1 1WZ,

tel: +44 (0)1245 272700 fax: +44 (0)1245 272701. Website:  
[www.qbeeurope.com/motor](http://www.qbeeurope.com/motor)

Please quote **your policy** number or claim number as appropriate in any correspondence.

If, after making a complaint, **you** feel that the matter has not been resolved to **your** satisfaction then if **you** are an eligible complainant **you** may contact:

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

Telephone 0300 123 9 123 or 0800 023 4567. Website <http://www.financial-ombudsman.org.uk/consumer/complaints.htm>.

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **your** rights under this **policy**, but if **you** are not an eligible complainant then the informal complaint process ceases.

A summary of **our** complaint handling procedure is available on request and will also be provided to **you** when acknowledging a complaint.

### 4.2 Breakdown assistance only –The Automobile Association Limited

In the event that **you** have either a compliment or a complaint, the **AA** really wants to hear from **you**. **AA** welcome **your** comments as they give the **AA** the opportunity to put things right and to improve the service.

**Please phone AA on 0870 608 0277**

or write to:

Post: Business Support, AA Business Services

Swallowfield One, Wolverhampton Road, Oldbury, West Midlands, B69 2AG

Fax: 01256 492306 E-mail: [fleetcustomers@theaa.com](mailto:fleetcustomers@theaa.com)

Where you are refused service by the AA, either in whole or in part, you have the right to an explanation from the AA in writing.



It is the AA's policy to acknowledge any complaint within five (5) working days, advising you of who is dealing with your concerns, and attempt to address them. If investigations take longer, a full response will be given within twenty (20) working days or an explanation of the AA's position with timescales for a full response.

### 4.3 About the Financial Ombudsman Service (FOS)

4.3.1 Eligible complainants are:

- a) private individuals; and
- b) micro-enterprises.

'Micro-enterprises' will be able to bring complaints to the ombudsman as long as they have an annual turnover of under EUR2 million and fewer than ten (10) employees.

- c) charities with an annual income of less than GBP1million; or
- d) a trustee of a trust with net assets of less than GBP1million.

4.3.2 The FOS will only consider a complaint if the **insured** is an eligible complainant and if:

- a) the **insurer** has been given an opportunity to resolve it and
- b) the **insurer** has sent the **insured** a final response letter and the **insured** has referred its complaint to the FOS within six (6) months of the **insurer's** final response letter or
- c) the **insurer** has not responded to the **insured's** complaint with a decision within eight (8) weeks.

### 4.4 Financial Services Compensation Scheme

The Company Market and Lloyd's underwriters are covered by the Financial Services Compensation Scheme. The **insured** may be entitled to compensation from the Scheme if the **insurer** is unable to meet its obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website ([www.fscs.org.uk](http://www.fscs.org.uk)).

## 5 Duties in event of a claim or potential claim

The due observance and fulfilment of the provisions of this clause is a condition precedent to **our** liability for any claim under this **policy**.

### 5.1 Claim notification – not applicable to Legal services / Uninsured loss recovery and Breakdown assistance

- 5.1.1 **You** must notify **us** as soon as reasonably possible of any incident which may result in a claim under this insurance.
- 5.1.2 **You** must forward every claim form, writ, summons, legal process or other communication in connection with any such incident to **us** immediately upon receipt.
- 5.1.3 **You** must advise immediately of the time and place of any impending prosecution or inquest or fatal inquiry.
- 5.1.4 The police shall be notified as soon as reasonably possible of loss or damage caused by theft or attempted theft or criminal damage.

### 5.2 Claim Procedure – not applicable to Legal services / Uninsured loss recovery and Breakdown assistance

- 5.2.1 **You** must give **us** or the police all information and assistance that may be required in connection with any such incident or claim in respect thereof.
- 5.2.2 You must make no admission of liability and no offer or promise of payment without **our** prior written consent.
- 5.2.3 In the event of damage to the **insured vehicle** which is covered by this insurance, **you** must contact **us** or **our** authorised representative immediately and obtain prior approval in writing before any repairs may be undertaken.
- 5.2.4 In the event of the **insured vehicle** being lost or damaged beyond economical repair:
  - a) **you** shall submit to **us** the current Vehicle Registration Certificate (V5C), Ministry of Transport Test Certificate, vehicle purchase receipt, any other documents **we** may require and all keys to the **insured vehicle**;
  - b) for single vehicle policies, **you** shall be return this policy and certificates of motor insurance to **us** for cancellation but there shall be no return of premium;
  - c) the vehicle will become **our** property for disposal in accordance with the Motor Conference Code of Practice for the Disposal of Motor Vehicle Salvage, or legislation, or any other regulation applying at the time of such loss.
- 5.2.5 **We** will handle, oversee and shall have full discretion in the conduct of any claim and shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this insurance in the name of the person against whom the claim is brought.
- 5.2.6 **We** shall be permitted to take proceedings at their own cost to recover the amount of any payment made under this insurance in the name of the insured or other insured person to whom payment has been made and **we** shall be given their full co-operation in relation thereto.

### 5.3 Claim notification and procedure – Legal services / Uninsured loss recovery

- 5.3.1 **You** must comply with the **policy** conditions to have full protection of **your policy**. If **you** do not, and the condition with which **you** have not complied relates to a claim **we** may refuse the claim or withdraw from any current claim. If **you** do not comply with conditions c), d) and e) under 'Your duties and obligations' below **we** will recover any **legal costs** from **you** that **we** have paid or incurred in respect of **your** legal action unless **we** agree to appoint another **legal representative** to continue **your** claim.

### 5.3.2 Your duties and obligations

You must

- a) make **your** claim within six (6) months of the date of the **accident** involving **your insured vehicle**;
- b) not appoint a **legal representative** to represent **you** in your legal action except as provided for in the Legal services / Uninsured loss recovery **section**;
- c) at all times throughout **your** legal action give the **legal representative** and **us** a complete, accurate and truthful account of all the circumstances that are relevant to **your** legal action that **you** are aware of, or should have been aware of. This will include details of any agreement between **you** and any other person or organisation;
- d) follow the advice of, and co-operate fully with, the **legal representative** and **us** at all times during your legal action. This will include going to all court hearing or other appointments that the **legal representative** asks **you** to attend;
- e) not withdraw **your** claim from the **legal representative** without the written agreement of **us** and the **legal representative**;
- f) get **our** written agreement before making or defending an appeal against the decision of a court in respect of **your** legal action;
- g) instruct the **legal representative** to take all reasonable steps to recover **legal costs** from the **at fault driver** and pay them to **us**. If **you** do not do this, **we** will have the right to reduce the amount that **we** pay under this **policy** to the amount **your legal costs** would have been if **you** had instructed the **legal representative** to take all such responsible steps;
- h) instruct the **legal representative** to keep to the undernoted conditions.

### 5.3.3 The duties of your legal representative

**You** must be responsible for **your legal representative** and you must procure that the **legal representative**:

- a) gets **our** written permission before instructing a barrister or other legally qualified advisor or expert in respect of **your** legal action;
- b) tells **us** at the first opportunity once he or she becomes aware of any information or development relating to **your** legal action which will more likely than not mean:
  - i) **reasonable prospects of success** no longer exists or;
  - ii) the losses or damages that **you** can recover from the **at fault driver** will be reduced from the amount that was originally expected by the **legal representative**.
- c) tells **us** at the first opportunity once he or she becomes aware that **you** want to make an offer, or the **at fault driver** has made an offer, to settle **your** legal action;
- d) reports the result of **your** legal action to **us** at the first opportunity after it is finished;
- e) takes all reasonable steps to recover **legal costs** from the **at fault driver** and pay them to **us**.

### 5.3.4 Our rights

**We** will have the right to do the following:

- a) appoint the **legal representative** in **your** name and on **your** behalf except as provided for in the Legal services / Uninsured loss recovery **section**;
- b) take over and conduct, in **your** name, any claim or proceedings:
  - i) before a **legal representative** has been appointed; or
  - ii) that are necessary to recover costs that **we** have paid in respect of **your** legal action.
- c) contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to **your** legal action;
- d) appoint a barrister or other legally qualified advisor or expert appropriate to **your** legal action and ask for his or her opinion on the value of **your** legal action and whether **reasonable prospects of success** exist;

- e) end **your** claim if, at any time during **your** legal action **reasonable prospects of success** no longer exists. If, after **we** end **your** claim, **you** continue the legal action and get a better settlement than **we** expected, **we** will pay **your legal costs** which **you** cannot get back from anywhere else;
- f) have any legal bill assessed if **we** and the **legal representative** or the representative acting for or on behalf of the **at fault driver** cannot agree on the level of **legal costs**. If **we** do this, the assessment will be carried out by a court, independent expert or **legal costs** or other competent party. **We** will not pay any more than the **legal costs** that are determined as reasonable by the assessment;
- g) settle **your** claims by paying the amount in dispute. If **we** do this **we** will not pay any **legal costs** incurred after the date that **we** tell **you**, and any **legal representative** that **we** have decided to settle **your** claim. (This will not apply where legal proceedings have begun in a court before the date **we** decide to settle **your** claim. In these circumstances **we** will settle the claim by paying **legal costs** that are necessary to discontinue those legal proceedings as well as the amount in dispute.);
- h) settle the **legal costs** covered by the Legal services / Uninsured loss recovery **section** at the end of **your** legal action.

#### 5.3.5 Your agreement with others

**We** will not be bound by any agreement between **you** and the **legal representative** or **you** and any other person or organisation. This will include any agreement **you** have made to pay the **legal representative** out of any **damages** that **you** receive from **your opponent**.

#### 5.3.6 Freedom to chose the legal representative

- a) At any time before **we** and the **legal representative** agree that legal proceedings need to be issued or defended in a court, **we** will choose the **legal representative**.
- b) **You** have the right to choose the **legal representative** if **we** and the **legal representative** agree that negotiations with the **at fault driver** have failed to settle the dispute and it becomes necessary for legal proceedings to be issued or defended in a court.
- c) **You** can also choose the **legal representative** if a conflict or interest arises which means that **our** chosen **legal representative** cannot act for **you** because of his or her professional rules of conduct.
- d) **You** must send the name and address of **your** chosen **legal representative** to **us**. If **we** agree to appoint **your** chosen **legal representative**, he or she will be appointed on the same terms as **we** would have appointed **our** chosen **legal representative**, other than in respect of any agreement **we** and **your** chosen **legal representative** reach over the costs that **we** will pay.
- e) If there is any dispute about **your** choice of **legal representative** that **you** and **we** cannot resolve, the matter will be settled using the procedure in the 'disputes' clause.
- f) When choosing the **legal representative**, **you** must remember **your** duty to keep the **legal costs** of any legal proceedings as low as possible.

#### 5.3.7 Disputes

- a) Solely in relation to this Section – Legal services / Uninsured loss recovery and notwithstanding the Dispute resolution clause herein, if there is a dispute between **you** and **us**, the matter may be referred to an arbitrator, who will be a solicitor, barrister or other suitably qualified person that **you** and **we** agree to. If **we** and **you** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.
- b) Whoever loses the arbitration must pay all costs involved. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the costs. If the arbitrator decides that **you** must pay some, or all of the costs, of the arbitration those costs will not be covered by this **section**.

## 5.4 Claim notification and procedure – Breakdown assistance

Please see the Breakdown assistance section for details on how to claim.



## 6 No claim discount

### 6.1 No Claim discount

- 6.1.1 If **you** do not make a claim under **your policy**, **your** renewal premium will be adjusted in accordance with **our** scale applicable at the time (available on request).
- 6.1.2 If more than one vehicle is **insured** by this **policy**, No Claim Discount will be applied as if a separate **policy** had been issued for each vehicle.
- 6.1.3 No Claim Discount is not earned under a **policy** issued for less than 12 months.

### 6.2 Non-transferrable

If **we** consent to a transfer of this **policy** to another person, No Claim Discount already earned under this **policy** will not apply to the person to whom the **policy** is being transferred.

## 7 Section - Loss or damage to your vehicle

### 3.1 Loss or damage cover

If **your vehicle** is lost, stolen or damaged by:

- 7.1.1 **accidental** damage including malicious damage but excluding malicious damage by anyone employed by **you**; or
- 7.1.2 fire, self-ignition, lightning or explosion but excluding damage to that part where the fire originates; or
- 7.1.3 theft, attempted theft or extortion excluding obtaining property by deception; or
- 7.1.4 frost;  
then **we** will pay at our option:
  - a) the reasonable cost of repairing any damage to **your vehicle** within its **market value**; or
  - b) the **market value**, purchase price or **your** estimate of value shown in the **schedule** of **your vehicle** whichever is the lower if **your vehicle** is damaged beyond economical repair; or
  - c) the cost of replacing **your vehicle**, or any part thereof which has been lost or damaged, with one of a similar type and in similar condition; and
  - d) the reasonable costs of protection and removal of **your vehicle** to the nearest suitable repairers if it is disabled as a result of the damage; and
  - e) the reasonable cost of delivery to **you** in the United Kingdom after repair.

### 7.2 Cover extensions - Loss of or damage to your vehicle

#### 7.2.1 Lost or stolen locks

If the vehicle keys or lock transmitter of **your vehicle** is lost or stolen and;

- a) **you** can establish to **our** satisfaction that any person who may have possession of **your** keys or transmitter, knows the identity or garaging address of **your vehicle**, **we** will pay the cost of replacing the:
  - i) affected locks;
  - ii) lock transmitter and central locking interface;
  - iii) affected parts of the alarm and/or immobilizer;
- b) the identity or garaging address of **your vehicle** is not likely to be known by any person who may have possession of **your** keys or transmitter, we will only pay for the replacement of **your** keys.

Provided that

- c) the loss of the keys or lock transmitter of **your vehicle** has been reported to the police;
- d) **we** shall not be liable for the cost of replacing any alarms or other security devices used in connection with **your vehicle**;
- e) our **limit of indemnity** by this clause shall not exceed one thousand pounds (GBP1,000) (after deduction of any **excess**).
- f) cover by this clause will not apply and no payment will be made if **you** elected to insure for Third Party, Fire and Theft or for Third Party insurance only.
- g) **your** No Claim Discount will not be disallowed solely as a result of a claim under this clause.

#### 7.2.2 New vehicle replacement

**We** will replace **your vehicle** with a new vehicle of the same make and specification (subject to availability) if within twelve (12) months of purchase new by **you**:

- a) any repair costs, relating to a valid claim under this policy, exceeds 60% of the list price (including vehicle tax and VAT) at the time of purchase or;
- b) **your vehicle** is stolen and not recovered.

Replacement is subject to:

- c) **your vehicle** being owned by **you** or having been purchased by **you** under a hire purchase agreement (any vehicle the subject of any type of leasing or contract hire agreement is not eligible for replacement);
- d) the agreement of any interested hire purchase company;
- e) **you** being the first registered owner of the vehicle.

### 7.2.3 **Standard accessories or spare parts**

For the purposes of this **insured section**, any standard accessory, spare part or component or otherwise as agreed by **us**, which are fitted to **your vehicle** shall be treated as a part of it.

Further, the same cover applies to accessories and spare parts relating to **your vehicle** while in or on **your vehicle** (or, if a **private car**, whilst in the private garage of any director or employee). If the vehicle is a **private car** we will pay for loss or damage to **your vehicle's** audio equipment which is away from **your vehicle** (or the private garage of any director or employee) if the equipment:

- a) is designed to be removable and cannot function independently of **your vehicle**; and
- b) has been temporarily removed for the purpose of security or maintenance.

## 7.3 **Loss or damage limitations and exclusions**

### 7.3.1 **Cumulative limit of indemnity**

This **section** does not cover any amount in excess of two million pounds (GBP2M) in connection with any occurrence or series of occurrences arising out of any one event.

### 7.3.2 **Damage to tyres**

This **section** does not cover damage to tyres due to application of brakes, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an **accident** involving **your vehicle**.

### 7.3.3 **Deception**

This **section** does not cover any loss suffered through the obtaining of **property** by the offence of fraud by false representation.

### 7.3.4 **Diminution in value**

This **section** does not cover any diminution in value of **your vehicle** following repair thereof.

### 7.3.5 **Excess**

This **section** does not cover the first part of each claim (the **excess**) as stated in the **schedule** in respect of **accidental** damage to **your vehicle**. Any voluntary **excess** will be additional to any compulsory **excess**.

In event of damage to the glass in **your vehicle's** windscreen, sunroof, or windows, or for any scratching of the bodywork arising solely from the breakage of the glass, the **excess** will be reduced to the amount of the glass **excess** stated in the **schedule** of the cost of glass replacement.

However no glass **excess** will be applied when the glass is repaired rather than replaced.

### 7.3.6 **Goods carried in or on your vehicle**

This **section** does not cover loss of or damage to **property** including trade goods carried in or on any **vehicle** or **trailer**.

### 7.3.7 **Impounding of your vehicle**

This **section** does not cover loss of or damage to **your vehicle** arising from it being impounded as a result of a **road** traffic **accident** or vehicle licence offence or Custom and Excise offence or under the provisions of the 4th EU Motor Insurance Directive (Motor Insurance Database) or for any penalties imposed because of the incorrect disposal of **your vehicle** deemed to be an End of Life Vehicle (ELV) following settlement on a total loss basis and where **we** did not retain the salvage for disposal.

### 3.4.1 **Loss of use**

This **section** does not cover loss of use of **your vehicle**, or any other loss or damage other than expressly and specifically insured under this **section**.



### 7.3.8 **Mechanical or electrical breakdowns**

This **section** does not cover mechanical breakdown caused by either driver error, negligence or incompetence or resulting from a sudden or gradually operating cause, electrical, electronic, computer failures or breakdowns or breakages, or damage to the transmission by application of the brakes.

### 7.3.9 **Obsolete spare parts clause**

This **section** does not cover any amount in excess of the price shown in the manufacturer's last list price at the date of the loss or damage where that part or accessory is unobtainable or obsolete in pattern.

### 7.3.10 **Fuel**

This **section** does not cover loss of fuel by any means. This **section** also does not cover any loss or damage resulting from the incorrect fuelling of **your vehicle**.

### 7.3.11 **Security / immobiliser / keys**

This **section** does not cover loss of or damage to **your vehicle** arising from theft or attempted theft if:

- a) **your vehicle** has not been secured by means of the door and boot locks or if the windows or any form of sliding roof, sliding door, hood or removable panel roof have been left open or unlocked when **your vehicle** is parked and unattended; and
- b) the immobiliser fitted by the vehicle manufacturer or fitted post manufacture or as specified and agreed by **us** has not been maintained in working order at all times and has not been activated when **your vehicle** is parked and unattended; and

the keys or other device which unlock **your vehicle** have been left in or on **your vehicle** or not removed to a safe and secure place.

### 7.3.12 **Sound reproducing equipment and communications equipment**

This **section** does not cover loss of or damage to:

- a) MP3 players and accessories, visual and sound reproducing equipment, DVD players;
- b) telephones or other communications equipment;
- c) radar detection equipment; and
- d) electronic satellite navigation equipment;

unless fitted by the manufacturer at first registration.

### 3.4.1 **Subsequent damage**

This **section** does not cover any additional damage resulting from **your vehicle** being moved by you after an **accident** or fire or theft.

### 7.3.13 **Vehicles laid up and out of use**

This **section** does not cover loss of or damage to **your vehicle** where **your vehicle** is laid up and out of use at the commencement of the **period of insurance**, or its renewal, but provided **your vehicle** is kept in a locked private or public garage or in a compound surrounded by secure perimeter walls and/or fences this exclusion does not apply to loss or damage to **your vehicle** cause by or arising from fire or theft.

### 7.3.14 **Wear and tear**

This **section** does not cover wear and tear or depreciation or that part of the cost of repair which improves **your vehicle** beyond its condition at the time of the loss or damage.

## 7.4 **Other terms and conditions**

### 7.4.1 **Cherished or personal number plate**

If the **vehicle** is damaged beyond economical repair and **you** request that **you** retain a cherished or personal registration mark **you** must follow the procedure laid down under the Driver and Vehicle Licencing Agency (DVLA). This will include completion of the DVLA retention and transfer application forms and **you** will be responsible for the appropriate fee. If it is intended to apply to retain the number plate, **you** must notify **us** immediately and provide details of the replacement **vehicle** registration mark as soon as it is notified. If **we**

are not notified immediately of the intention to retain the number plate, we will proceed with the disposal of the vehicle salvage including the vehicle number plate (vehicle registration mark).

7.4.2 **Take reasonable precautions**

**You** shall take all reasonable precautions to maintain **your vehicle** and or trailer in a roadworthy condition and protect it from damage and/or loss.

7.4.3 **Replacement parts**

**We** may at our option fit replacement parts which have not been made by the **vehicle's** manufacturer but which are of a similar standard.

7.4.4 **Hire purchase agreement**

If to **our** knowledge, **your vehicle** is the subject of a hire purchase or other credit purchase agreement, payment in respect of the total loss of **your vehicle** under this **section** shall be made to the legal owner whose receipt shall be a full and final discharge of **our** liability in respect of such loss or damage.

## 8 Section – Liability to third parties

### 8.1 Liability cover

If arising out of the use of **your vehicle** it is involved in an **accident** or an **accident** occurs in direct connection with the loading or unloading thereof, **we** will indemnify **you** against liability at law for damages and claimant's costs in respect of death or bodily injury to any person or damage to any **property** resulting from the **accident**. **We** will also indemnify:

- 8.1.1 any person permitted by the **schedule** to drive **your vehicle**;
- 8.1.2 at **your** request any passenger or person (other than the person driving) whilst travelling in or getting into or out of **your vehicle**;
- 8.1.3 the owner of **your vehicle** as though they were **you**;
- 8.1.4 following the death of anyone insured under this insurance, that person's legal representative for any liability incurred by that person.

### 8.2 Liability costs and expenses

#### 8.2.1 Defence costs and expenses

**We** will at **our** own option indemnify **you** if, arising out of the use of the **vehicle**, it is involved in an **accident** or an **accident** occurs in direct connection with the loading or unloading thereof and **we** will pay:

- a) legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against any person covered by this insurance;
- b) solicitors' fees for representation at any Coroner's inquest or fatal inquiry in respect of such **accident** or for defending in any criminal proceedings relating to such **accident**;
- c) legal costs and expenses incurred in defending any proceedings taken against a person insured by this insurance for manslaughter, or reckless or dangerous driving causing death, in respect of his or her driving at the time of the **accident**,

subject to **us** reserving **our** right at any time to relieve **ourselves** of any further liability under this clause on payment to **you** of the expenses incurred to that date.

#### 8.2.2 Emergency medical treatment costs

**We** will indemnify **you** for liability incurred for emergency medical treatment as required by the **Road Traffic Acts** arising out of the use of the **vehicle** which is involved in an **accident** provided that the person claiming indemnity under this clause and any person on whose behalf indemnity is claimed shall have complied with the terms and conditions contained in the **policy**.

### 8.3 Extensions of cover – Liability to third parties

#### 8.3.1 Principals

Notwithstanding Limitations and exclusions – all section: Contractual liability **we** will indemnify a principal for any legal liability incurred by **you** when using the **vehicle** for contract work on behalf of the principal provided that:

- a) **you** shall have arranged with the principal for the conduct and control of all claims for which **we** may be liable to be vested in **ourselves**;
- b) **we** shall not be liable in respect of:
  - i) liability which attaches to the principal by virtue of an agreement which would not have attached in the absence of such agreement;
  - ii) bodily injury to the principal for any amount for which **you** would not be liable in the absence of such an agreement;
  - iii) damage to **property** belonging to or held in trust by or in the custody or control of the principal for any sum in excess of the amount required to indemnify the principal;

- iv) liability which arises other than by reason of **your** negligence or that of **your** employee.

#### 8.3.2 **Third party contingent liability**

**We** will indemnify **you** for liability arising out of the use of or driving of any vehicle not being **your** property of or provided by **you** but which is being used in connection with **your** business by any person in **your** employment except that **we** shall not be liable:

- a) for any loss or damage to the vehicle being driven, or
- b) for any loss or damage to any property being carried therein, or
- c) where there is any other insurance in force covering the same liability.

#### 8.3.3 **Unauthorised movement of thirty party vehicles**

**We** will indemnify **you** for liability arising from an **accident** caused by or in connection with the moving without the authority of the owner of any motor vehicle parked in such a position as to obstruct the legitimate passage or the loading or unloading of **your vehicle**. In these circumstances the obstructing vehicle shall not be regarded as being held in trust by or in **your** custody or control.

#### 8.3.4 **Unauthorised use of an insured vehicle**

**We** will indemnify **you** for liability arising out of the unauthorised use of **your vehicle** by any person in **your** employment provided that **you** shall have taken all reasonable precautions to ensure that **your** employees are made aware of and comply with restrictions applicable to the use of **your vehicle**.

#### 8.3.5 **Unlicensed drivers where a licence is not required by law**

**We** will indemnify **you** for liability arising out of the driving of **your vehicle** by an unlicensed driver when a licence is not required by law, provided always that:

- a) such person is driving on **your** order or permission, and
- b) such person is of an age to hold a licence applicable to the type of **vehicle** being driven, and
- c) the person claiming indemnity and any person on whose behalf indemnity is claimed shall have complied with the **policy** terms and conditions.

### 8.4 **Liability limitations and exclusions**

#### 8.4.1 **Cumulative limit of indemnity**

**We** shall not be liable to pay any amount in excess of:

- a) five million pounds (GBP5m) in respect of any one **accident** or series of **accidents** arising out of one event for damage to **property** arising out of use of any **insured vehicle** not being a motor cycle or **private car**,
- b) twenty million pounds (GBP20m) in respect of any one **accident** or series of **accidents** arising out of one event for damage to **property** arising out of use of any motor cycle or **private car**.

#### 8.4.2 **Fines, penalties**

This insurance does not cover liability for fines, penalties, punitive or exemplary damages.

#### 8.4.3 **Injury from employment**

This insurance does not cover liability for the death of or bodily injury to any person arising out of and in the course of that person's employment by any person entitled to indemnity under this **section** except in so far as may be required by the **Road Traffic Acts** or any applicable UK or EU law or directive.

#### 8.4.4 **Injury to the driver**

This insurance does not cover liability for the death of or bodily injury to any person driving **your vehicle** or in charge of it for the purpose of driving it.

#### 8.4.5 **Loading and unloading an insured vehicle**

This insurance does not cover liability for death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the:

- a) bringing of the load to **your vehicle** for loading thereon, or
- b) taking away of the load from **your vehicle** after unloading.

8.4.6 **Mis-delivery**

This insurance does not cover liability for death, bodily injury or damage to property, arising directly or indirectly by the wrongful collection or delivery of a load, or where the load does not conform to the specification of the customer.

8.4.7 **Property owned or in custody**

This insurance does not cover liability for loss of or damage to:

- a) any premises belonging to or occupied by **you** or any other person entitled to or claiming indemnity under this **section** or any fixtures and fittings therein;
- b) any other **property** owned by **you** or in **your** custody or control or any other person entitled to or claiming indemnity under this **section**;
- c) any **property** or load being conveyed by **your vehicle** or any **trailer** owned by or in **your** care or that of any other person entitled to or claiming indemnity under this **section**;

except in so far as may be required by the **Road Traffic Acts** but in any event not for any amount in excess of the minimum requirements thereunder.

8.4.8 **Tool of trade use**

This insurance does not cover liability for an **accident** arising out of the operation as a tool of any **insured vehicle** or **trailer** except in so far as may be required by the **Road Traffic Acts**.

## 9 Section – Trailers and attachments

### 9.1 Attached trailers

The 'Motor cover index code' applicable to your vehicle as stated in the **schedule** is extended to cover any **trailer** attached to **your vehicle**.

### 9.2 Detached trailers

Where your vehicle is a private car, minibus or goods carrying vehicle the highest 'Motor cover index code' as stated in **your schedule** will also apply to any **trailers** on premises **you** own or occupy.

### 9.3 Attached and detached trailers

The insurance by this **policy** excludes and does not cover:

- a) any **trailer** or disabled mechanically propelled vehicle whilst it is being towed otherwise than in accordance with the law;
- b) any **trailer** with plant permanently attached.

The maximum amount **we** will pay in respect of any claim for loss or damage to any one **trailer** shall not exceed GBP5,000 during any one **period of insurance**.

### 9.4 Contingent liability cover for your trailers

- 9.4.1 **We** will insure **you** under the terms of Insured section - Liability to third parties, in respect of any **trailer** owned by **you** or hired to **you** under a hire purchase agreement whilst it is not in **your** custody or control, but not if there is any other existing insurance covering the same liability.

## 10 Section – Personal effects

### 10.1 Personal effects

**We** will pay up to two hundred and fifty pounds (GBP250) for loss of or damage to the personal effects of the driver and any occupant being carried in or on **your vehicle** if this is due to an **accident**, fire, theft or attempted theft of or to **your vehicle**, the subject of this insurance, except that **we** will not be liable to pay for:

- 10.1.1 money, credit/charge cards, stamps, tickets, jewellery, portable audio and/or TV equipment, DVD players, MP3 players including smart phones, media players and accessories, compact discs, cassettes, cameras, digital video discs (DVDs), documents or documentation of any kind, including (without limitation) securities;
- 10.1.2 mobile telephones, office and/or business equipment, trade goods or samples;
- 10.1.3 computers and/or their components and/or their attachments and portable electronic equipment;
- 10.1.4 **property** insured under any other insurance.

## 11 Insured section – Medical expenses

### 11.1 Medical Expenses

We will pay up to one hundred pounds (GBP100) per day, per person, for each complete twenty four (24) hour stay in hospital, or as specified in the **schedule**, for any medical expenses necessarily and properly incurred if the driver and/ or passenger(s) are injured in an **accident** directly involving **your vehicle** except that this insurance excludes and we will not pay any amount exceeding one thousand pounds (GBP1,000) for any one **period of insurance**.

## 12 Section- Injury to the driver and passengers

### 12.1 Accident injury benefits

We will pay you or, at your request, the injured party the benefits set down in the Schedule of Benefits below if an **insured person** sustains **injury** whilst travelling in, on, mounting or dismounting from **your vehicle** as a direct result of an **accident**, during the **period of insurance** involving **your vehicle** providing it was being driven by a person authorised to drive by the **certificate of motor insurance**.

<b>Schedule of Benefits</b>		Not exceeding the limit of indemnity or percentage thereof per <b>insured person</b>	
Section – Injury to driver and passenger		GBP	30,000
1	Death		100%
2	<b>Permanent total disablement</b>		100%
3	<b>Permanent partial disablement</b>		100%
3a	<b>loss of limb(s)</b> (one or more), <b>total loss of sight</b> in both eyes		100%
3b	<b>total loss of sight</b> in one eye, <b>total loss of speech</b> or <b>total loss of hearing</b> in both ears		100%
3c	<b>total loss of hearing</b> in one ear		25%
3d	<b>dental injury</b> expenses	GBP	250
Maximum sum insured payable under any one occurrence		GBP	510,000

### 12.2 Dental injury expenses

In the event of **injury** being sustained by an **insured person** which results in **dental injury** we will indemnify you on behalf of the **insured person** for the cost of necessary dental treatment within twelve (12) months of the **accident** giving rise to the **injury**, provided that:

12.2.1 **our** liability shall not exceed the limit of indemnity stated in the Schedule of Benefits; and

12.2.2 **our** liability does not cover the first GBP25.00 of each and every claim.

### 12.3 Injury to the driver and passengers – limitations and exclusions

This **section** does not cover:

12.3.1 all persons aged seventy (70) years and over at the date of inception of this insurance;

12.3.2 persons not resident in the **United Kingdom**;

12.3.3 death, disablement or loss:

a) whilst the **insured person** is engaged or taking part in military, air force or naval service or operations;

- b) whilst the **insured person** is using **your vehicle** for riding or driving in any kind of race or commercial travelling or motor trade;
- c) directly or indirectly caused or contributed to by the **insured person's** intentional self injury, disease or natural cause, suicide or attempted suicide, provoked assault or fighting except in bona fide self-defence or from the **insured person's** own criminal act or whilst engaged or taking part in civil commotions or riots of any kind;
- d) arising from or attributable to **war** (whether declared or not), invasion, an act of an enemy foreign to the nationality of the **insured person** or the country in or over which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, terrorist activity of any kind, explosions of war weapons, release of weapons of mass destruction, murder or assault subsequently proved in a legally constituted court to have been the act of agents of a State foreign to the nationality of the **insured person** whether war be declared with the State or not;
- e) occasioned by or occurring while the **insured person** is in a state of insanity temporary or otherwise. Arising from **your** disability or condition or that of the **insured person** for which medical advice or treatment has been given prior to the inception of cover under this insurance, unless specifically agreed in writing by **us**.

## 12.4 Other terms and conditions - Injury to the driver and passengers

- 12.4.1 Accidental **injury** occurs to **you** or the **insured person** whilst driving or travelling in the **your vehicle** or whilst in the vicinity of **your vehicle**, which arises as a result of a malicious and unprovoked assault by the occupant or rider of another motor vehicle or pedal cycle.
- 12.4.2 No claim will be payable under more than one item in the Schedule of Benefits in respect of the consequences of one **accident** to any one **insured person**.
- 12.4.3 For any **insured person** under the age of 16 years or undergoing full time education the death benefit (item 1 of the schedule of benefits) shall be limited to GBP2,500.
- 12.4.4 Any **accident** to an **insured person** which may result in a claim under this insurance must be reported to **us** as soon as practicable, and the **insured person** must as early as possible place himself under the care of a **healthcare practitioner**.
- 12.4.5 Notice must be sent to **us** as soon as practicable in the event of the death of the **insured person**, resulting or alleged to result from an **accident** which may result in a claim under this **insured**.
- 12.4.6 In no case will **we** be liable to pay a benefit unless the medical adviser or advisers appointed by **us** for the purpose shall be allowed as often as may be deemed necessary to make an examination of the **insured person**. Failure to comply with this condition may prejudice any claim made under this section.
- 12.4.7 The police must be notified immediately following any event likely to give rise to a claim under this section of the insurance.



## 13 Section - Foreign use

### 13.1 Foreign use cover

13.1.1 The insurance by this **policy** is extended, without charge, to provide an indemnity in respect of an accident arising outside the **territorial limits** in any:

- a) member of the European Union;
- b) other country for which the commission of the European Union is satisfied that arrangements have been made to meet the requirements of EU Directives on insurance;

except that **we** will only provide the minimum indemnity necessary to comply with the laws relating to compulsory insurance of motor vehicles (or, if higher, the law applicable as if the place where **your vehicle** was used when the event occurred were in Great Britain).

13.1.2 In addition **your** insurance is extended, without charge, to provide cover to the level **you** have purchased in the United Kingdom and stated under the 'Cover basis' in respect of an accident arising outside the **territorial limits** provided that cover:

- a) only applies to those countries for which **we** have issued a valid International Motor Insurance Card (Green Card) or European Certificate(s);
- b) only applies for the period specified in the Green Card;
- c) includes sea or rail transit between ports in the European Union countries including the processes of loading and unloading, except that such transit:
  - i) shall be by any recognised sea passage;
  - ii) be of no longer duration than sixty five (65) hours duration; and
  - iii) be concluded before expiry of the period of the Green Card;
- d) only extends for a maximum period of thirty (30) days during any one **period of insurance**.

13.1.3 Provided **you** have paid or agreed to pay any additional premium **we** may require, the indemnity provided by sub clause immediately above will be extended beyond thirty (30) days but only for the period specified in the Green Card.

### 13.2 Extensions to foreign use cover

#### 13.2.1 General average

**We** will indemnify **you** against general average contribution, salvage, sue and labour charges incurred and any customs duty arising out of the transportation of **your vehicle** by sea provided that:

- a) **your vehicle** is insured against loss or damage by Section – Loss of or damage to your vehicle of this **policy** and
- b) the contribution relates to the value of **your vehicle** as agreed and shown in the **schedule**.

except that **we** shall not be liable for customs or excise duties or charges.

#### 13.2.2 Bail Bond

If as a direct result of an **accident** in Spain which is or might be the subject of indemnity under this **policy**, **you** and/or the person driving **your vehicle** with **your** authority at the time of the **accident** is detained or **your vehicle** is impounded by the competent authorities and a guarantee or monetary deposit is required for its release, **we** will furnish such a guarantee or deposit not exceeding one thousand pounds (GBP1,000) in all.

Immediately the guarantee is released or the deposit becomes recoverable, **you** shall comply with all necessary formalities and give **us** all such information and assistance as they require obtaining the cancellation of the guarantee or the return of the deposit. If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as the result of any penal proceedings against **you** or the person driving, **you** shall repay such amount to us forthwith.

Spanish Bail Bonds will be issued on request at no additional cost.

## 14 Section - Legal services / Uninsured loss recovery

### 14.1 Uninsured loss recovery

Under this **section**, all claims are managed by **Lawclub** on **our** behalf. **Lawclub** also provides the Lawphone Legal Helpline (0870 241 4140) on **our** behalf.

14.1.1 Even when you are not at fault, **we** will pay the **legal costs** of **you** taking legal action against the **at fault driver** for **damages** arising from an **accident** involving **your insured vehicle** that:

- a) **we** and the **legal representative** agree is not **your** fault; and
- b) was caused by the **at fault driver**; and
- c) causes:
  - i) **your** death or bodily injury while **you** are in, on or getting in or out of **your insured vehicle**;
  - ii) damage to **your insured vehicle**;
  - iii) damage to property which **you** own or are legally responsible for and which is in or on **your insured vehicle**.

14.1.2 The cover provided by this **section** also includes the **legal costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

14.1.3 **We** will provide this cover as long as:

- a) the **accident** happened within the **territorial limits** and during the **period of insurance**; and
- b) the legal action will be decided by a court within the **territorial limits**; and
- c) **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- d) **reasonable prospects of success** exist.

14.1.4 The most **we** will pay for all claims arising out of the same incident involving **your insured vehicle** is GBP100,000.

### 14.2 Reasonable prospects of success

At all times during **your** legal action **reasonable prospects of success** must exist in order for us to begin and continue providing cover.

In order for **us** to decide whether **reasonable prospects of success** exist **we** will seek the opinion of the **legal representative**. If **we** and the **legal representative** do not agree on whether **reasonable prospects of success** exist, **we** will also seek the opinion of any other legally qualified advisor or other expert appropriate to **your** claim that **we** feel it is necessary to consult.

If we believe that **reasonable prospects of success** do not exist we will end your claim.

If we end your claim due to **reasonable prospects of success** no longer existing because **you** have not complied with the conditions that apply to this **section** or those in the section 'Duties in event of a claim or potential claim', **we** will not pay any **legal costs** incurred during your claim.

If we end your claim due to **reasonable prospects of success** no longer existing because of any other reason, **we** will pay **legal costs** incurred up to the date that **we** end **your** claim.

### 14.3 Legal services / Uninsured loss recovery limitations and exclusions

This **section** excludes and does not cover the following.

14.3.1 any claim which **you** report to **us** more than six (6) months after the **accident** involving **your insured vehicle**.

14.3.2 any **legal costs**:

- a) incurred before **we** have accepted **your** claim in writing and appointed the **legal representative** or approved in writing the appointment of your choice of **legal representative**;
  - b) **we** have not agreed to in writing;
  - c) **you** have paid directly to the **legal representative** or any other person without **our** permission;
  - d) relating to an appeal following a decision by a court in respect of **your** legal action against the **at fault driver** unless **we** and the **legal representative** agree that **reasonable prospects of success** exist;
  - e) that the court orders **you** to pay to the **at fault driver** on anything other than the **standard basis**. This will normally be because of **your** improper or unreasonable conduct during the legal action.
- 14.3.3 any money that **you** have to pay under a contract **you** have with the **legal representative** where the amount of that money is determined by the amount of:
- a) legal costs and expenses incurred by the **legal representative** in respect of your claim; or
  - b) **damages you** receive from the **at fault driver**.
- These types of contracts are normally referred to as either conditional fee agreements or damages based agreements.
- 14.3.4 any Value Added Tax that is payable on the **legal costs** incurred which **you** can recover from elsewhere.
- 14.3.5 any actual or potential prosecution, dispute or road accident that **you** were aware of, or should have been aware of, before the cover under this **section** started.
- 14.3.6 any dispute arising from:
- a) an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or
  - b) any other challenge to any existing or proposed legislation.
- 14.3.7 any dispute arising out of written or verbal remarks which damage **your** reputation.
- 14.3.8 any fines or other penalties awarded against **you** by a court or tribunal.
- 14.3.9 any claim where it is clear from the information available relating to the claim that it has arisen from **your** deliberate or reckless action.
- 14.3.10 disputes between **you** and **us**.
- 14.3.11 any claim where **you** do not have a valid:
- a) motor insurance policy that covers the **insured vehicle(s)**;
  - b) driving licence.
- 14.3.12 any claim for an event which is not covered under the other **sections** to this **policy**.

## 14.4 Other terms and conditions

### 14.4.1 Changes during the period of insurance

If **we** need to make changes to this **section**, **we** will normally only do this at the next renewal date. **We** will not change the terms of this **section** during the **period of insurance** unless:

- a) **we** are required to do so because of a change in the law; or
- b) **we** are told to do so but our industry regulators (the Financial Conduct Authority or Prudential Regulation Authority); or
- c) a service provided under this **policy** by an organisation other than **us** is no longer available and **we** need to:
  - i) change the provider of the service; or
  - ii) change the service; or
  - iii) remove the service.

If **we** do need to change the terms of this **section**, **we** will give **you** thirty (30) days' notice in writing of the change and how it will affect **you**.

## 15 Section – Breakdown assistance

### 15.1 QBE Rescue UK cover

The **AA** provides the UK Breakdown Assistance services detailed in this **policy**.

These services are only available in relation to a **vehicle** when travelling in the United Kingdom and where the relevant **breakdown** occurs in the UK (excluding the Channel Islands and the Isle of Man, where separate terms and conditions apply) see 'Breakdown – General terms and conditions'.

Assistance is not available in relation to events occurring prior to commencement of the relevant cover. If cover appropriate to the assistance required is only requested at the time of, or following, the relevant event, and the **AA** is prepared to provide such assistance, the premium payable shall include a supplementary amount to reflect the fact that the event concerned has already occurred.

#### 15.1.1 Roadside Assistance

a) What is covered:

- i) The **AA** will assist **you** when **you** are stranded on the highway at least a quarter of a mile away from your home address, following a breakdown. All **vehicles** have access to this service. The **AA** will seek to effect a roadside repair if, in the reasonable option of the patrol, or appointed agent, this can be achieved within a reasonable time.
- ii) If, following a **breakdown** only, a patrol or appointed agent cannot fix the **vehicle** within a reasonable time, it will be taken to the **AA's** choice of appropriate local repairer or, alternatively, to a local destination of the **driver's** choice, provided it is no further. It is then **your** responsibility to instruct the repairer to make any repairs required any contract for repair will be between **you** and the repairer, and it is **your** responsibility to pay them. The **AA** does not guarantee that any recovery to an appropriate local repairer will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair.

b) What is not covered

- i) Roadside Assistance does not cover any additional transport or other cost that you may incur, whether as a result of the **vehicle** being towed or otherwise.
- ii) There is no right to any form of recovery following a road traffic accident. (Other terms and conditions' to this section) (including but not limited to a local tow).
- iii) Matters excluded under 'Other terms and conditions' to this section are also not covered.
- iv) Assistance following a breakdown or accident attended by the police or other emergency service, until the services concerned have authorised the vehicle's removal. If the police or emergency service concerned insist on immediate recovery by a third party, the cost of this must be met by **you**.

#### 15.1.2 Home Start

a) What is covered

Home Start is an additional service to roadside assistance only available to **vehicles** for which the additional fees have been paid. This service provides access to assistance when the **vehicle** is immobilised following a **breakdown** at or within a quarter of a mile of the **driver's** home address.

If, following a **breakdown** only, a prompt local repair is not possible, **your** vehicle will be taken to the **AA's** choice of appropriate local repairer or, alternatively, to a destination of **your** choice, provided it is no further. It is then **your** responsibility to instruct the repairer to make any repairs required. Any contract for repair will be between **you** and the repairer, and it is **your** responsibility to pay them. The **AA** does not guarantee that any recovery to an appropriate local repairer will be within the opening hours of the repairer or that the repairer will be immediately available to undertake any required repair

b) What is not covered

- i) The Relay service is not available following a Home Start attendance.
- ii) Recovery following a road traffic **accident**. (see 'Breakdown – General terms and conditions').
- iii) Matters excluded under 'Limitations and exclusions – Breakdown assistance' are also not covered.

### 15.1.3 **Relay**

- a) What is covered
  - i) Relay is available if **you** are stranded on the highway more than a quarter of a mile from the **driver's** home address following a **breakdown** of the **vehicle** and the **AA** cannot arrange a local repair within a reasonable time.
  - ii) Relay provides recovery of the **vehicle** (including a caravan or trailer which was on tow at the time, provided it is within the geographical limits) the **driver** and up to a maximum of sixteen passengers (see 'Breakdown – General terms and conditions') to a single destination of **your** choice on the UK mainland or in Northern Ireland. If there are more people than the maximum allowed, the **AA** will seek to arrange, but will not pay for, their onward transportation.
- b) What is not covered
  - i) recovery of any vehicle which is at or within a quarter of a mile of the **driver's** home address.
  - ii) a second or subsequent Relay, after the **covered vehicle** has been recovered following a **breakdown**.
  - iii) the recovery of any vehicle that the **AA** considers would be dangerous or illegal for the **AA** to load or transport (including, but not limited to, over laden vehicles).
  - iv) assistance following a **breakdown** or **accident** attended by the police or other emergency service, until the services concerned have authorised the vehicle's removal. If the police or emergency service concerned insist on immediate recovery by a third party, the cost of this must be met by **you**.
  - v) the **AA** can help in arranging, but will not pay for, the following: overnight accommodation, or transportation for passengers not accompanying the vehicle.
  - vi) ferry costs.
  - vii) recovery following a road traffic accident.
  - viii) the recovery of horses or livestock.
  - ix) matters excluded under 'Other terms and conditions'.
  - x) any incidental expenses that may arise during a recovery. The **AA** cannot accept any cost for passengers who do not accompany the **vehicle** while it is being recovered under Relay.

### 15.1.4 **Service Control**

This **policy** applies to all customers requesting service under **QBE Rescue cover**. Service Control is designed to keep cover affordable by making sure high use is avoided.

### 15.1.5 **Service Entitlement**

- a) Where service is requested and the vehicle has not been registered for cover, or cover has not been renewed, the **driver** will be offered roadside assistance on a pay-for-use basis, the cost of which will be quoted by the **AA** at the time. If other services are subsequently required, e.g. Relay or a replacement vehicle, the relevant pay-for-use cost will be quoted and service will only be provided on the basis that full payment is made.
- b) Please note, any payment will be refunded in its entirety, provided you can establish to our reasonable satisfaction that **you** were entitled to assistance at the time of the **breakdown**, with that level of cover.
- c) Without prejudice to your statutory rights, no refunds will be given if the **covered vehicle** entitlement cannot be proved, or simply because the **covered vehicle** cannot be fixed at the roadside.
- d) Making a payment will only entitle you to service for the incident in question. It will not entitle you to **AA** service for any future **breakdowns**.

- e) When pay-for-use service has been provided by the **AA** for a non-registered vehicle the **AA** will usually contact **you** before sending an invoice for payment.
  - i) If the non-registered vehicle has replaced one of the current registrations the charge may not be enforced.
  - ii) If the vehicle requiring service proves to be an additional vehicle the pay-for-use charge will be applied and an invoice sent out to the customer. In addition the customer may also wish to pay the premium to have that vehicle covered for the remainder of the year. This cover will commence 24 hours after registration of the vehicle for **QBE Rescue cover**.

## 15.2 QBE Rescue – European cover

The **AICL** provides the European cover to this **policy**.

### 15.2.1 Eligibility

#### a) Geographical Limits

Cover applies within the following countries of mainland Europe:

Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Former Yugoslav Republic of Macedonia; Turkey, Ukraine, Vatican City.

Cover does not apply to territories beyond mainland Europe. Cover can only be used for journeys where you take a vehicle overseas by waterborne craft or Eurotunnel, and not for crossing estuaries and non-tidal waterways.

#### b) Country of departure

Great Britain, Northern Ireland, Isle of Man or Channel Islands.

#### c) Eligibility conditions

- i) Cover can only be used for journeys where **you** take a vehicle overseas by waterborne craft or Eurotunnel, and not for crossing estuaries and non-tidal waterways.
- ii) For travel from Northern Ireland to the Republic of Ireland cover begins upon arrival in the Republic of Ireland. There is no cover for travel within Northern Ireland and the **driver** must seek assistance under the UK cover provided by QBE Rescue.
- iii) **We** cannot arrange assistance outside of these geographical limits.
- iv) Any costs incurred outside of these countries will not be covered under the terms of this policy
- v) **We** reserve the right to amend the geographical limits of cover in the event of war, civil disturbance, riot or radioactive contamination
- vi) There is no cover under this **policy** for events occurring on **your** way to the port of embarkation or on **your** way home from the port of disembarkation – if **you** have any problems on **your** way to or from the port, **you** will not be covered under 'QBE Rescue - European cover' but under the applicable benefits of 'QBE Rescue UK cover' and should ask for help from the appropriate UK Emergency Centre.

#### d) **We** cover the following vehicles

**QBE covered vehicles** registered under the **QBE Rescue cover** and caravans or luggage trailers. All vehicles must be under 20 years of age, built to manufacturer's specifications and in a fully roadworthy condition and serviced according to the vehicle manual. The number of passengers must not be more than the vehicle is designed to carry and for whom seats and restraints are fitted and in all cases the maximum number **we** cover is seventeen people including the **driver**. **We** will not cover **you** for any claims arising from or in connection with the delivery of goods or equipment to commercial deadlines or if **you** are carrying paying passengers.

There is no cover for personal effects/goods/vehicles/boats or other waterborne craft on or in **your** vehicle/trailer, which remains **your** responsibility at all times.

Maximum Vehicle dimensions – vehicles up to 3.5 tonnes

Gross laden weight	3.5 tonnes (3,500 kg)
Length	7 metres (23 ft)
Height	3 metres (9ft 10 ins)
Width	2.3 metres (7 ft 6ins)

Maximum Vehicle dimensions – vehicles over 3.5 tonnes

Length	8 metres (26 ft)
Height	3 metres (9ft 10 ins)
Width	2.3 metres (7 ft 6 ins)

### 15.2.2 QBE Rescue European cover

If **your** vehicle is stranded on the highway as a result of **accident** or **breakdown**, the cover will provide, within the geographical limits, subject to all relevant terms, conditions and exclusions contained in this booklet, for the arrangement of emergency roadside assistance and, where appropriate, vehicle recovery to the UK and emergency alternative travel or accommodation assistance, if the vehicle is stranded on the highway as a result of **breakdown**.

### 15.2.3 Roadside assistance and emergency repair

#### a) What we will cover

**We** will arrange emergency help for **you** and cover costs within the following limits for:

- i) Roadside assistance, towage and garage repairs up to £250 overall maximum. This includes up to £100 for garage labour costs within this total amount.
- ii) **We** will locate and despatch spare part(s) needed to complete repairs overseas and pay for location and delivery costs but not the cost of the part(s).

#### b) What we will not cover:

- i) Any costs for replacement part(s), tyre(s), body glass, fuel, lubricants or other fluids, key(s), or other materials.
- ii) Any costs for a locksmith, body glass, tyre or other specialist. If **we** consider that their services are needed, **we** will seek to arrange this on **your** behalf, but will not pay for the cost of the call out nor any repair.
- iii) Any costs resulting from failure to maintain or service the vehicle in accordance with the manufacturer guidelines
- iv) Any costs for non-emergency repairs such as radios, cd players and heated rear windows.
- v) Any non-essential repairs, damage to paintwork or other cosmetic repairs or repairs of air conditioning or climate control faults which do not affect the mobility or security of **your** vehicle nor render it unsafe to drive.
- vi) Any costs incurred because **you** are not carrying a spare set of vehicle keys and other vehicle access device (where a spare set of keys or a second vehicle access device are supplied by the Manufacturer), a legal and serviceable spare wheel(s) and tyre(s) or an 'instant mobility system' where this is supplied with **your** vehicle.
- vii) Any cost covered under **your** vehicle's warranty.
- viii) Any costs incurred where the vehicle is overloaded used in rallying, off-road driving or in the Nurburgring or for motorsports. Any costs for replacement spare parts. **We** will ask **you** to pay for any spare parts at the time they are ordered for **you**.
- ix) Any costs of delay or detention by Customs or other officials or import dues
- x) Any costs resulting from the loss or damage to vehicle components removed or dismantled during repair or examination of the vehicle.
- xi) Any costs incurred where **your** vehicle has left the highway and is in a ditch, standing on soft ground, sand or shingle, or stuck in water or snow. If **you** ask for



assistance for recovery to a place of safety **we** will endeavour to arrange help for **you** but it will be at **your** cost.

- xii) Any matter excluded from cover under the 'Breakdown - General terms and conditions'.

#### 15.2.4 **QBE Rescue – European cover – Exclusions and limitations**

There are differences between the service the **AA** will provide within the UK and the service **AICL** are able to arrange for **you** when **you** are travelling overseas within Europe. While **AICL** 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.

- a) 'QBE Rescue European cover' is not an extension of 'QBE Rescue UK' cover benefits into Europe but is instead subject to the terms and conditions as shown in this QBE Rescue –European cover sub-section to **your policy**.
- b) **AICL** patrols do not operate in Europe. Roadside Assistance will usually be provided through a garage or, if **you** are visiting a country where a sister motoring organisation operates, a local patrol may assist.
- c) European garage mechanics and patrols are unlikely to speak English. If **you** need help, ring the **AICL** helpline.
- d) National holidays and working hours vary throughout Europe. This will impact on the service **we** are able to provide for **you**, especially during busy periods.
- e) Third party service providers, including garages, repairers, recovery operators, car hire companies, etc. are not approved by the **AICL** and do not act as **agents** of the **AICL**.
- f) The **AICL** cannot be held liable for any acts or omissions of any such garages or other third parties.
- g) While **AICL** will try to source a replacement vehicle that meets **your** needs, **AICL** cannot guarantee replacement vehicles of a specific make, model or type. Please see Section 2 Alternative Travel Arrangements – Notes for vehicles that are particularly difficult to source.
- h) Any goods being carried remain **your** responsibility. The **AICL** accepts no responsibility for any loss of, or damage to, them.
- i) Vehicle recovery is not **AICL** Relay and usually vehicles are only recovered unaccompanied.
- j) Vehicle recovery from Western Europe will take on average 8-14 working days. At busy periods and from further destinations, recovery may take longer.
- k) All services and benefits can only be applied strictly within the terms and conditions stated in the **policy**. No concessions will be made under any circumstances to meet or accommodate specialised activities or business arrangements.
- l) **We** do not accept any liability for loss of income arising from any commitment or contractual agreement **you** may have in connection with **your** business or to any third parties.
- m) **We** cannot accept any responsibility or liability for any vehicle or its contents, which has been left overseas, prior to its collection by our transporters or for the onward movement of a vehicle and/or its contents to their destination. This will remain the **driver's**/policy holders and/or the motor vehicle insurers' responsibility.
- n) All benefits show the maximum payable per trip, irrespective of the number of incidents.
- o) Nothing shall limit our liability to **you** in the event of death or serious injury caused by our negligence.

#### 15.2.5 **Alternative travel arrangements**

If the repairer estimates that the repairs to **your** vehicle will take more than 8 hours, **we** will cover **your** reasonable costs for alternative necessary travel for the **driver** and members of the party, as set out below.

- a) What we will cover

Reasonable additional expenses from one or a combination of:

- i) Contribution towards car hire costs up to £125 per day
- ii) Air fares (economy)
- iii) Rail fares (standard)
- iv) Local taxi fares
- v) Any other transport equivalent to 2nd class rail fares

Overall limit i) – v) is up to £1400 per party per trip.

b) What we will not cover

- i) All other charges arising from **your** use of the hire vehicle such as fuel costs, any insurance excess charges, if **you** keep the vehicle longer than the period of hire agreed with **us** or do not follow our or the hirer's instructions to return the vehicle. **You** must pay these costs direct to the hirer.
- ii) Any costs incurred following **your** return to the UK.
- iii) Anything mentioned as not covered under Section 1 Roadside Assistance and Emergency Repair.
- iv) Any costs incurred for a hire car that has not been arranged by **us** unless **we** have agreed with to do so.
- v) Anything mentioned as not covered under General Terms and Conditions.

#### 15.2.6 Notes/action points for drivers for vehicles under 3.5 tonnes

- a) Car hire companies' terms may change and do vary. The requirements listed above are not exhaustive and compliance with them does not guarantee availability of a hire car. If **you** do not comply with the Hire Company's terms or fail to return the **vehicle** to them as agreed, the Hire Company may take action against **you**.
- b) **We** cannot guarantee that hire cars will be available in all circumstances. **You** must be able to comply with the hirer's terms and conditions, which may, for example, include:
  - i) production of a full driving licence including any endorsements, valid at the time of issue of the hire vehicle (some companies may require additional information). If **you** have a photocard style licence, **you** must carry the paper counterpart (D740) as well
  - ii) production of a credit card
  - iii) **drivers** must be within the hirer's minimum/maximum ages for the hire and comply with legislation in the country concerned and must have held a full driving licence for 12 months or more.
- c) **We** cannot guarantee car hire availability or equivalent replacement for **your** own vehicle. Multipurpose vehicles, four wheel drive vehicles, minibuses, vans, motorcycles and vehicles with automatic transmission in particular are difficult to hire.
- d) **We** cannot guarantee replacement vehicles can be supplied with a tow bar, and therefore **your** caravan or trailer may have to remain with, and then be recovered with, **your** immobilised vehicle
- e) **We** cannot arrange a replacement mobile caravan or trailer, nor can **we** arrange for replacement roof boxes. Personal effects/goods/ vehicles/ boats or other waterborne craft carried in or on **your** vehicle/caravan/trailer remain **your** responsibility at all times
- f) In parts of Europe, hire cars are not permitted to cross national frontiers and it may be necessary to change hire cars at national borders. If **you** do not follow our, or the hirer's instructions, **you** must pay any additional costs **you** incur.
- g) For car hire or other alternative travel costs, wherever possible **we** will arrange and pay costs within the above overall limit. If the hirer will not accept our guarantee, **we** will ask **you** to pay and make a claim for these costs on **your** return home.
- h) If **your** own vehicle is specially adapted for **you** or **your** party's needs it is unlikely that **we** will be able to locate a similarly adapted vehicle overseas. **We** will seek with **you** to find a suitable alternative method of travel, within the benefit limit.

### 15.2.7 For vehicles over 3.5 tonnes

**We** will arrange and pay for costs wherever possible. Where our guarantee is not accepted, **you** should pay and make a claim for these costs on **your** return home.

Please pay careful attention to the note Important Limitations of Service regarding the nature of our relationship with the third party service providers.

### 15.2.8 Emergency accommodation

If the repairer estimates that repairs to **your** vehicle will take more than eight hours, **we** will cover **your** reasonable costs for necessary additional emergency accommodation as set out below:

#### a) What we will cover

Reasonable additional costs over and above those **you** have budgeted for overnight accommodation up to £60 per person, per night to a total maximum of £900 per party, per trip.

#### b) What we will not cover

- i) Meals, drinks, telephone calls and newspapers or any other costs incurred by **you** or **your** party. **You** must settle these direct with the hotel before leaving.
- ii) Costs which **you** would have paid, had no problem with **your** vehicle occurred.
- iii) Anything mentioned as not covered under Section 1, Roadside Assistance and Emergency Repair.
- iv) Anything mentioned as not covered under General Terms and Conditions

#### c) NOTE

**We** will arrange and pay costs wherever possible. Where our guarantee is not accepted, **you** should pay and make a claim for these costs on **your** return home.

### 15.2.9 Vehicle recovery to the UK

If repairs cannot be completed in time for **your** planned return home

#### a) What we will cover

- i) The cost of unaccompanied recovery for **your** vehicle to **your** home, or nominated vehicle repairer in the UK up to the current market value of **your** vehicle.
- ii) **We** will also cover any reasonable storage charges incurred in the recovery,

**We** may, at our discretion and depending on circumstances, arrange and agree with **you** an alternative method of recovery such as vehicle collection or replacement **driver** and cover reasonable costs, as follows:

- iii) If repairs are started but not completed before **your** planned return home, **we** will arrange with **you** and pay for one person's reasonable travel and accommodation costs to go directly overseas to collect **your** vehicle.
- iv) If the treating doctor overseas certifies in writing that the only **driver** in **your** party is unfit to drive, **we** will arrange and pay for a replacement **driver** to bring **your** vehicle home. **We** may also, at our discretion, bring home those members of **your** party who are fit to return and for whom there are enough seats, taking into account that used by the replacement **driver**.

#### b) What we will not cover

- i) Recovery of **your** vehicle if **we** calculate it to be beyond commercial economic repair. **We** will never pay more than the value of the **vehicle** to bring it home. If **we** advise **you** that **your** vehicle is beyond commercial economic repair, **we** will give **you** up to 8 weeks after the original incident to agree suitable alternative arrangements with **us** for the recovery or disposal of **your** vehicle. If **we** have no agreement after 8 weeks, **we** will consider **you** have authorised **us** to dispose of **your** vehicle.
- ii) Recovery where **your** vehicle only needs minor or inexpensive repairs or the local garage can complete repairs before **your** planned return home. **We** may agree vehicle collection with **you** in these circumstances if repairs cannot be completed by **your** booked return date.

- iii) Recovery where the local garage can complete repairs before **your** return date.
  - iv) Any costs incurred as a result of the garage dismantling **your** vehicle for repairs, which are then halted for any reason. Neither the garage, nor **we** will accept responsibility for any parts returned in **your** vehicle.
  - v) Any costs in respect of anything being carried in **your** vehicle which is left with **the vehicle** during recovery. The contents of **your** vehicle always remains **your** responsibility and any items left with the **vehicle** for recovery are left at **your** own risk.
  - vi) Any losses resulting from delay in recovering **your** vehicle.
  - vii) The cost of additional transit risk insurance. **You** should contact **your** motor vehicle insurers to ensure **you** have any additional cover required.
  - viii) The replacement cost of **your** vehicle or any salvage money if **your** vehicle is beyond commercial economic repair.
  - ix) Transportation costs for a repaired vehicle
  - x) Separate transportation costs for personal effects/goods/vehicles/boats or other waterborne craft carried in or on **your** vehicle/trailer. These remain **your** responsibility at all times.
  - xi) Repair costs after **we** have recovered **your** vehicle to **your** home or chosen garage in the UK.
  - xii) Any claim for the cost of a replacement **driver** where at the time of taking out this cover **you** were aware of any pre-existing medical condition that could affect the ability of the main **driver** or **drivers** to drive the **vehicle**. Medical repatriation costs for **you** or any member of **your** party if **you** are unfit to drive. All **your** arrangements must be made for **you** by **your** personal travel insurer.
  - xiii) Any cost in respect of fuel or tolls where **we** have arranged a replacement **driver**
  - xiv) Any vehicle collection costs where the overseas garage has not started the necessary repairs to put **your** vehicle back on the road before **you** return home.
  - xv) Anything mentioned as not covered under Section 1, Roadside Assistance and Emergency Repair.
  - xvi) Anything mentioned as not covered under General Terms and Conditions.
- c) NOTES
- i) Vehicle recovery from Western European countries may take 8-14 working days. At busy periods or from farther destinations, recovery may take longer.
  - ii) Before **you** leave **your** vehicle for recovery, **you** should remove all valuables and make sure anything left in **your** vehicle is safely stowed. There is no duty-free allowance on an unaccompanied vehicle being recovered - take any dutiable items with **you**.
  - iii) The cost of recovery is limited to the current market value of **your** vehicle (calculated with reference to recognised trade guidebooks and the UK market). If **we** have any doubt as to whether **your** vehicle will be economic to repair **we** reserve the right to arrange a vehicle inspection.
  - iv) If **your** vehicle has been involved in an **accident** which could be subject to a claim involving **your** motor vehicle insurers, **we** reserve the right to obtain their formal agreement before **we** arrange the recovery of **your** vehicle and to negotiate with them to reclaim a proportion of the costs incurred-
  - v) **You** must leave keys, including those for trailers, caravans or roof boxes in a safe place with **your** vehicle, as Customs may need to unlock and inspect the **vehicle(s)**.

### 15.3 QBE Rescue - European cover other terms and conditions

- 15.3.1 **You** must comply with the following general terms and conditions to have the full protection of the policy. If **you** do not, **we** reserve the right at our discretion to cancel **your** policy, refuse to deal with **your** claim or limit the service **we** offer.

- 15.3.2 **You** must follow the instructions notified to **you** by the **AICL**. Cover will not extend to any costs incurred by **you** for services that have not been arranged and/or authorised by the **AICL**.
- 15.3.3 **We** do not cover costs **you** can recover elsewhere from any other insurance or warranty or any payments **you** would have made during **your** trip in the normal course of **your** trip nor loss of any kind consequential on the original incident.
- 15.3.4 While **we** seek to arrange or provide the benefits under **your** policy at all times, this may not always be possible - for example, when **we** are faced with circumstances outside our reasonable control, such as (without limitation) extreme weather conditions, local customs or practices, local or national fuel shortage, civil unrest, equipment or systems failure or any form of industrial action which prevents, restricts or otherwise interferes with the production of goods or the provision of services.
- 15.3.5 **We**, our employees or **agents**, shall not be liable to **you** for any loss or damage caused by **us**, our employees or **agents** where, and to the extent that
- there is no breach of a legal duty owed to **you** or **your** party by **us** or our employees or **agents**;
  - such loss or damage is not a reasonably foreseeable result of such breach;
  - any such loss or damage or increase in the same, results from any breach or omission by **you** or member of **your** party of any law or regulation.
- 15.3.6 **We**, our employees and **agents**, shall not in any event, be liable for losses relating to any business interests **you** or a member of **your** party may have including, without limitation, lost data, lost profit, loss of opportunity or of business or for business interruption, lost contracts, revenue or anticipated savings. Please also pay careful attention to the limitations of cover and service regarding the nature of our relationship with the third party service providers.
- 15.3.7 **We** have the right to refuse to provide service where **we** consider that **you** or any member of **your** party is behaving or has behaved in a threatening or abusive manner to our employees, patrols or **agents**, or to any third party contractor and **we** reserve the right to invalidate cover at any time if, in our opinion, **you** have misused services provided under this cover.
- 15.3.8 **We** are not obliged to arrange transport for any animal. **You** are responsible at all times for the alternative arrangements for its transportation.
- 15.3.9 **We** will not cover anyone in **your** party for any claims arising directly or indirectly from:
- psychotic mental illness, being under the influence of drink or drugs, (except as prescribed by a doctor)
  - alcoholism, drug addiction, solvent abuse, wilful exposure to risk (unless trying to save someone's life)
  - engaging in professional or organised sports or hazardous pursuits
  - direct or indirect consequences of terrorist activity, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), revolution, insurrection, military or usurped power.
  - having an **accident** whilst engaged in paid manual work or hazardous occupation of any kind
  - the negligent acts of **you** or **your** party
  - any failure to take all reasonable steps to minimise any loss
  - any payment which **you** would normally have made, if nothing had gone wrong.
- 15.3.10 If **we** do not enforce or rely upon any of these terms and conditions on a particular occasion or occasions, this does not prevent **us** from subsequently relying on or enforcing them.
- 15.3.11 The headings used in this booklet are for convenience only and shall not affect the interpretation of its contents.
- 15.3.12 **We** have chosen that the law of England and Wales apply to this policy and this law will apply unless the policyholder has asked for another law to apply and **we** have agreed to it before the start of the agreement. This agreement is subject to the non-exclusive jurisdiction

of the English Courts. These terms and conditions and any and all correspondence relating to them are, and shall be, in English. The EEA state for the purposes of these terms and conditions shall be the UK.

- 15.3.13 If at the time of making a claim **you** have any policy covering the same risk, **we** are entitled to contact the Insurer for a contribution.

## 15.4 Limitations and exclusions - Breakdown assistance

The benefits provided by this Section - Accident and breakdown assistance exclude and do not cover:

- 15.4.1 the costs of any ferry crossing or toll charges;
- 15.4.2 the carriage of any livestock that requires special transportation facilities;
- 15.4.3 the cost of recovery of **your vehicle** if it is stuck in water, a bog, a ditch or on a beach or if it has overturned unless this forms part of your insurance claim;
- 15.4.4 the repair or recovery of **your vehicle** if it broke down at the premises of a motor trader;
- 15.4.5 the cost of spare parts, fuel, oil, keys or other materials and garage labour;
- 15.4.6 any vehicles that
- a) are carrying a dangerous or illegal load;
  - b) cannot be recovered by normal trailers or transport;
  - c) is constructed or adapted to carry more than sixteen (16) passengers (excluding the driver);
  - d) is a caravan or trailer over seven (7) metres in body length;
  - e) is a goods-carrying vehicle exceeding five (5) tonnes Gross Vehicle Weight;
  - f) is an agricultural vehicle;
  - g) is a special types vehicle;
- 15.4.7 vehicles, which have broken down as a result of taking part in a motor sport event, which takes place off the **road** and/or is not subject to the normal rules of the **road**. For example vehicles participating in a treasure hunt, touring assembly or navigational **road** rally which takes place on the **road** or public place and complies with the normal rules of the **road**, are covered; whereas cover will not be extended to vehicles which have broken down as a result of a motor sport event which takes place on a permanent, or temporary constructed race track e.g. Snetterton or Oulton Park, or rally circuit.

## 15.5 Breakdown – General terms and conditions

- 15.5.1 The **AA's** vehicle breakdown assistance services, are available (subject to the terms of service) when a **vehicle** is stranded following a breakdown in the United Kingdom (excluding the Channel Islands and the Isle of Man, where separate Terms and Conditions apply). QBE Rescue cover does not provide cover for non-essential repairs, see sub clause 13 below. Nor must QBE Rescue cover be used in place of regular servicing.
- 15.5.2 The **AA** reserves the right to refuse to provide or arrange breakdown assistance if the **driver** is not present at the scene of the **breakdown** or **accident** and / or is unable to be present at the time assistance arrives.
- 15.5.3 While the **AA** seeks to meet the service needs of customers at all times, its resources are finite and this may not always be possible. The **AA** shall not be liable for service failures where the **AA** is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside the **AA's** reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

- 15.5.4 The **AA** reserves the right to refuse service where it is requested to deal with the same or a similar fault or cause of **breakdown** to that attended to in regard to the same vehicle within the preceding 28 days. It is **your** responsibility to make sure that emergency repairs carried out by the **AA** are, where appropriate, followed as soon as possible by a permanent repair. The **AA** also reserves the right to refuse to attend a vehicle which is not covered under **QBE Rescue cover**. Nothing in this provision shall affect any rights **you** may have in relation to any negligence or breach of contract or breach of any other legal duty on the part of the **AA** or its agents.
- 15.5.5 The provision of **QBE Rescue cover** is subject at all times to the Service Control restrictions set out below.
- 15.5.6 Service from **AA** patrols is subject to availability and may be supplemented by use of appropriate agents.
- 15.5.7 The **AA** aims to provide an emergency **breakdown** assistance service and patrols are trained and equipped to carry out emergency road repairs. **AA** patrols will not carry out major vehicle servicing repairs or reassembly, for example, where they are required as a result of neglect or unsuccessful work on the vehicle other than on the part of the **AA** or its agent.
- 15.5.8 The **AA** reserves the right to refuse service where, in its reasonable opinion:
- a) The **covered vehicle** concerned was, immediately before the **breakdown** or **accident**, dangerous over laden or un-roadworthy
  - b) The provision of services would involve any breach of the law (including, but not limited to, any breach of road traffic regulations or health and safety provisions)
  - c) Or there has been an unreasonable delay in reporting the **breakdown**.

Where service has been refused as a result of **your** vehicle being deemed dangerous, over laden or un-roadworthy, the **AA** will seek to arrange but will not pay, to have it removed to a repairer.

- 15.5.9 **AA** Patrols are trained and equipped to carry out emergency roadside repairs and are not in a position and should not be expected to comment on the general safety or road worthiness of a vehicle after a **breakdown** or an emergency repair. In addition, completion of an emergency repair cannot be taken to anyway guarantee the general roadworthiness of the **vehicle** concerned.
- 15.5.10 If the **covered vehicle** cannot be repaired, either by a patrol or an agent, on the highway (or under Home Start at the **drivers** home address) and the vehicle has to be recovered to a garage, **you** must meet all subsequent repair costs.
- 15.5.11 It is important that **you** contact the **AA** if **you** require assistance – if **you** contact a garage direct, whether an agent or not, **you** will have to settle their bill and the **AA** will be under no obligation to reimburse **you**.
- 15.5.12 The **AA** will only accept responsibility for the actions of an agent where the agent is acting on the **AA's** instructions and is providing assistance to a **vehicle**.
- 15.5.13 The following areas are not covered by **QBE Rescue cover**:
- a) Routine maintenance and running repairs, such as fixing faulty radios, interior light bulbs, heated rear windows;
  - b) Any costs of spare parts, petrol, oil, keys, or other materials and garage or other labour required to repair your vehicle;
  - c) Any cost or charges connected with the drainage or removal of fuel, lubricants or other fluids due to the introduction of an inappropriate fluid. It is **your** responsibility to instruct the repairer as to the work required. Any contract for repair will be between **you** and the repairer. If the **AA** considers that a locksmith, body-glass or tyre specialist is needed, it will endeavour to arrange their help on **your** behalf. The **AA** however will not pay for the services and the contract for repair will be between **you** and the repairer. Further, if use of a locksmith or other specialist would in the **AA's** opinion, mobilise the **vehicle**, no further service will be available for the **breakdown** in question. Vehicles not displaying the relevant road fund licence or which do not have a current MoT certificate (if applicable);

- d) Any additional charges resulting from **your** failure to carry a legal and serviceable spare wheel(s) or tyre(s). The **AA** will endeavour to arrange assistance from a third party on **your** behalf, but will not pay for the cost of the call-out or any repair.
  - e) Having the **vehicle** stored or guarded in the absence of the **driver**;
  - f) The initial recovery of a broken down vehicle when it has left the highway, is in a ditch, standing on soft ground, sand or shingle, or when it is stuck in snow or water or which has been immobilised by the removal of its wheels. **We** will endeavour to arrange, but not pay for, any specialised assistance needed to recover the **vehicle**. Once the **vehicle** is back on the highway, normal **AA** service will be provided under the service entitlement;
  - g) Providing service to the **vehicle** when it is on private property, for example garage premises. The **AA** will be entitled to refuse service unless **you** can establish to its satisfaction that permission has been given by the relevant owner or occupier;
  - h) Any personal transport costs in the provision of service and Relay (Recovery) service cover to such number of persons as exceed the number of seats which are fitted in the relevant immobilised **vehicle** at the time of **breakdown**, or to anyone who was not, at such time, travelling in such **vehicle**;
  - i) Any ferry or toll charges levied in relation to the **vehicle** which is being towed or recovered.
- 15.5.14 The **AA** shall be entitled to assume that the **driver** of a **vehicle** has the authority to request the provision of **AA** service.
- 15.5.15 Any failure by the **AA** to enforce or rely upon any of these terms on particular occasion or occasions will not prevent the **AA** from subsequently relying on or enforcing them.
- 15.5.16 In the event that **you** require vehicle recovery following a road traffic **accident**, the **AA** can provide this for **you** at your request but will not be responsible for meeting the cost involved. If the **AA** does agree to provide recovery in these circumstances **you** will be responsible for, and required to pay, the **AA's** charges for this service (including, but not limited to, any charges relating to any specialist equipment used).
- 15.5.17 Please note that, following a road traffic accident, or otherwise, it is and remains **your** responsibility to ensure that **you** properly comply with any requirements of **your** motor insurance in making a claim under your motor insurance policy.
- 15.5.18 If **you** fail to make any payment to the **AA** when it is due and there is no genuine dispute between **you** and the **AA** as to the amount outstanding, then without prejudice to any other right or remedy available to the **AA**, the **AA** shall be entitled to suspend any further services to **you** and/or terminate your cover and charge **you** all reasonable costs and expenses involved in collecting the overdue payment. This may involve using debt collection agencies together with interest (both before and after any judgement) on the amount unpaid at a rate of 2% above the official dealing rate of the Bank of England (the base rate) until payment in full is made (interest to be calculated on a daily basis). This provision is made in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 15.5.19 The **AA** has the right, at any time, to refuse service to, or to refuse to arrange service for, any person otherwise entitled to assistance service under cover where it reasonably considers that they;
- a) Or anyone accompanying any such person, is behaving or has behaved in a threatening or abusive manner to **AA** employees, patrols or **agents**, or to any third party contractor; or
  - b) Has falsely represented that they are entitled to services that they are not entitled to; or
  - c) Has assisted another person in accessing **AA** services to which they are not entitled; or
  - d) Owes the **AA** money with respect to any services, spare parts or other matters provided by the **AA** or by a third party on the **AA's** instruction.
- 15.5.20 The **AA** reserves the right to make changes to these Terms and Conditions, on the giving of reasonable notice, where it reasonably considers it necessary to do so in order for the services it supplies to comply with any changes in the law or regulations applicable thereto.



- 15.5.21 The **AA** shall not, in any event, and to the extent permitted by law, have any responsibility for any increased costs or expense, for any loss of profit, business, contracts, revenue or anticipated savings or for any special, indirect or consequential losses incurred as a result of or in connection with any service provided, whether resulting from tort (including negligence or breach of statutory duty), breach of agreement or otherwise. For the avoidance of doubt, nothing in this clause or these Terms and Conditions shall exclude or restrict the **AA's** liability for negligence resulting in death or personal injury.
- 15.5.22 None of the Terms and Conditions or benefits, of, or under, the agreement with the **AA** are enforceable by any one other than **you**. For the avoidance of doubt, and without limitation to the generality of the foregoing, any rights under the Contract (Rights of Third Parties) Act 1999, or any replacement thereof, are hereby excluded.
- 15.5.23 These Terms and Conditions, and any agreement entered into under or in connection with the same, shall be interpreted in accordance with the England and Wales laws and are subject to the exclusive jurisdiction of the English Courts. These terms and conditions and any and all correspondence relating to them are, and shall be, in English. The EEA state for the purposes of these terms and conditions shall be the UK.
- 15.5.24 Where the **driver** cannot produce a valid entitlement (card or appropriate details of QBE insurance policy) and some other form of identification. If these cannot be produced, and the **AA** is unable to verify that the appropriate entitlement is held, the **AA** reserves the right to refuse service.

However if the **driver** is unable to prove entitlement to service, the AA may, at its discretion, offer service on the immediate payment (by credit or debit card) of the usual Premium for the relevant cover required, plus a supplementary Premium for joining while already requiring assistance.

These costs will be fully refunded if it can be established to the **AA's** reasonable satisfaction that the relevant level of service entitlement was held at the time of the **breakdown**.

Any services provided under European Cover or Onward Travel may need be paid for in advance by **you** and will be fully refunded if it can be established to the **AA's** reasonable satisfaction that entitlement to Relay Plus or Onward Travel was held at the time of the breakdown. Without prejudice to **your** statutory rights, no refunds will be given if entitlement cannot be proved, or simply because **your** Vehicle cannot be fixed at the roadside.

## 16 Limitations and exclusions – all sections

This **policy** excludes and **we** shall not be liable for:

### 16.1 Alcohol and drugs

any liability, directly or indirectly resulting from or consequent upon **you**:

- a) being over the legal limit for alcohol, as defined by the motor vehicle laws of the country or state where **your vehicle** was used when the event occurred;
- b) being under the influence of drugs or narcotics that are not lawfully available, unless in the amount which has been prescribed for **you** by a healthcare practitioner and such prescription is not for the treatment of drug addiction;

### 16.2 Aircraft and aircraft sites

any loss or liability caused by, attributable to, or arising from the presence of **your vehicle** in any premises or area to which any aircraft has access, including, but without limitation, an airport or airfield.

### 16.3 Aircraft travelling at supersonic speeds

loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 16.4 Carriage of hazardous goods

any liability, injury, loss or damage while **your vehicle** is being driven or used for the carriage of **hazardous goods** or at a **hazardous location** except that:

- 16.4.1 this exclusion shall not apply where **you** have obtained **our** prior written agreement for the transport of **hazardous goods** or use the vehicle at a **hazardous location**; and
- 16.4.2 any such agreement will be conditional upon **our** liability not exceeding one million pounds (GBP1m).

### 16.5 Confiscation or nationalisation

any consequence of confiscation or nationalisation or requisition destruction of or damage to **property** by order of any Government or Public or Local Authority.

### 16.6 Contractual liability

any liability arising from a contract or agreement which would not have arisen in the absence of such contract or agreement except as provided in the 'Principals' extension under the Section – Liability to third parties.

### 16.7 Earthquake

any liability, injury, loss or damage caused by earthquake.

### 16.8 European Jurisdiction

a judgement or order by a court of competent jurisdiction enforcing the judgement of a foreign court which is outside of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands or the countries specified under Section – Foreign use of this **policy**.

### 16.9 Intentional damage

- 16.9.1 any intentional damage to any **property** or the death of or injury to any person caused by or incurred with **your** consent or connivance.
- 16.9.2 any liability whatsoever arising out of the deliberate use of **your vehicle**:
  - a) to cause damage to other vehicles or **property** and / or
  - b) to cause injury to any person and/or to put any person(s) in fear of injury.

## 16.10 Nuclear hazards

any loss or liability caused by, attributable to, or arising from;

- 16.10.1 ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or
- 16.10.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

## 16.11 Pollution

- 16.11.1 any **accident**, injury, loss, damage or liability for death of or bodily injury to any person or damage to **property** directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**.
- 16.11.2 all pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- 16.11.3 this exception shall not apply in circumstances where it is necessary to meet the requirements of the **Road Traffic Acts** or any applicable UK or EU law or directive.

## 16.12 Racing

any **accident**, injury, loss or damage occurring while **your vehicle** is being used for racing, pace making, reliability trial, speed testing, rallying or any use on any motor sport circuit.

## 16.13 Riot or civil commotion

any liability, injury, loss or damage caused by riot or civil commotion occurring outside Switzerland, Norway, or a Member Country of the European Union, but excluding Northern Ireland.

## 16.14 Territorial limits

any liability, injury, loss or damage while **your vehicle** is outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except as provided for under Section - Foreign use.

## 16.15 Terrorism or war

any loss arising directly or indirectly out of terrorism, war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, nationalisation, requisition, sequestration or confiscation by order of any public authority or government de jure or de facto or martial law except so far as is necessary to meet the requirements of the **Road Traffic Acts**.

For the purpose of this exclusion terrorism means an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and appears to be intended to:

- a) intimidate or coerce a civilian population; or
- b) disrupt any segment of the economy of a government by law or by practice, state, or country; or
- c) overthrow, influence, or affect the conduct or policy of any government by law or by practice by intimidation or coercion; or
- d) affect the conduct or policy of any government by law or by practice, by mass destruction, assassination, kidnapping or hostage-taking.

## 16.16 Tool of trade use

any loss, damage or liability whilst **your vehicle** or **trailer** or any item of mechanical plant or machinery or tool, whether attached to **your vehicle** or not, is being used as a tool of trade except so far as is necessary to meet the requirements of the **Road Traffic Acts** or any applicable UK or EU law or directive.

### **16.17 Unlicensed use**

any liability, injury, loss or damage while **your vehicle** is being driven or used by anyone who:

- 16.17.1 does not hold a licence to drive **your vehicle**; or
- 16.17.2 has held but is currently disqualified from holding or obtaining such a licence; or
- 16.17.3 does not fully comply with the conditions of their driving licence.
- 16.17.4 does not hold a Hackney Carriage or Private Hire licence where required

### **16.18 Unroadworthy - take reasonable precautions**

any liability, injury, loss or damage where the **insured** fails to take all reasonable precautions to maintain the vehicle and or trailer in a roadworthy condition and protect it from damage and/or loss.

### **16.19 Unsafe load**

any **accident**, injury, loss, damage or liability caused or incurred whilst:

- 16.19.1 the load in or on **your vehicle** is being conveyed in an unsafe manner;
- 16.19.2 conveying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity as advised to **us**.

### **16.20 Use**

any liability, injury, loss or damage while **your vehicle** is being:

- 16.20.1 driven other than in accordance with the provisions of the **certificate of motor insurance**;
- 16.20.2 used other than in accordance with the provisions of the **certificate of motor insurance** but this exception shall not apply in circumstances where cover is provided by the terms of the 'Unauthorised use of insured vehicles clause';
- 16.20.3 used other than for the purposes specified in the **schedule** except while in the custody of a motor trader for service or repair;
- 16.20.4 driven by anyone driving without **your** permission.

## 17 General conditions

### 17.1 Anti-fraud databases

**You** details may be passed on to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDSL) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR) run by the Association of British Insurers (ABI). **We** also exchange information with the police and/or other insurers and other organisations through various databases. The aim is to help **us** check information provided and also to prevent fraudulent claims. Under the conditions of the **policy**, as the **insured you** must tell **us** about any incident such as an **accident** or theft which may or may not give rise to a claim. **We** will pass information relating to this incident to the registers.

### 17.2 Assignment

Assignment of interest under this **policy** will not bind the **insurer** unless and until the **insurer's** written consent is endorsed hereon.

### 17.3 Car sharing

Solely in respect of **private cars**, if you receive financial contributions in respect of the carriage of passengers on a journey in **your vehicle** as part of a car-sharing arrangement, **we** will not regard this as being the carriage of passengers for hire or reward (or the use of the vehicle for hiring) purposes. But this concession will not apply and your **policy** will exclude indemnity arising from the carriage of passengers for hire or reward if:

- 17.3.1 **your vehicle** is constructed or adapted to carry more than eight (8) passengers (excluding the driver);
- 17.3.2 the passengers are being carried in the course of a business of carrying passengers;
- 17.3.3 the total contributions received for the journey concerned involve an element of profit. If **your vehicle** is used under a car-sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of **your policy you** should immediately contact **us** for confirmation.

### 17.4 Changes we need to know about

Please tell **us** or **your** insurance intermediary immediately **you** become aware of any changes to **your** circumstances which may affect this insurance. For example:

- 17.4.1 **you** change the **vehicle**;
- 17.4.2 **you** modify the **vehicle**;
- 17.4.3 **you** wish to change the persons to be insured;
- 17.4.4 **you** wish to change how you use the **vehicle**;
- 17.4.5 **you** sell the **vehicle**;
- 17.4.6 there is a change to the motoring convictions of any of the persons to be insured;
- 17.4.7 a change to the ownership of the **vehicle**;
- 17.4.8 **you** or any driver of the **vehicle** suffers any physical or mental impairment that must be notified to the Driver and Vehicle Licensing Agency (DVLA) or the Driver and Vehicle Licensing Agency Northern Ireland (DVLANI);
- 17.4.9 there is a change to the business activity or occupation of any driver;
- 17.4.10 to any other information disclosed on **your proposal** or **statement of fact**.

### 17.5 Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation by any person who is not named as the **insured** and both the **insurer** and **insured** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

However, this will not preclude rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

## 17.6 Contribution

If at the time of any claim there is any other insurance covering the same risk or any part thereof, **we** will not be liable for more than its rateable proportion.

## 17.7 Credit searches

In assessing **your** application and/or renewal, **we** may search files made available to **us** by credit reference agencies, who may keep a record of that search. **We** may also pass credit reference agencies information they hold about **you** and **your** payment record with them. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or assist the tracing of debtors or to prevent fraud.

**We** may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and the total score is obtained. Where automatic credit scoring computations are used, acceptance or rejection of **your** application/renewal will not depend only on the results of the credit scoring process.

## 17.8 Dispute resolution

All matters in dispute between the **insured**, any other party covered by this insurance and the **insurer** arising out of or in connection with the construction or formation of this insurance will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed, then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties shall share equally the costs of CEDR and of the mediator and the reference, conduct and any settlement of the dispute at mediation will be conducted in confidence.

The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take, the dispute will be referred by either party to courts, subject to the law and jurisdiction set down in the Applicable law clause above.

## 17.9 Joint indemnity/cross liability clause

If this **policy** is issued in the name of more than one party, the cover provided by this **policy** shall apply as if separate policies had been issued to each of the parties jointly named as **insured** but **our** total liability for all claims shall not exceed the limits of Indemnity stated in this **policy**.

## 17.10 Instalment premiums

Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains sums outstanding (whether or not the date for payment of the said sums or any part thereof has fallen due) by you to the provider of the finance (referred to hereafter as the Finance Company) we may at their option deduct all or any part of the sums outstanding between you and Finance Company from any claims settlement due in respect of a loss under this **policy**, provided the sum thereby deducted is paid directly by **us** to the Finance Company.

Where **we** have agreed to the payment of premium(s) by instalments, if any instalment is not received by **us** on or before its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within seven (7) days of us giving written notice of non payment, this **policy** will be cancelled immediately upon the expiry of such notice.

Following such cancellation, provided that there have been no claims in the current **period of insurance**, **you** will be entitled to a pro-rata return of premium upon receipt of this **policy** and the **certificate(s) of motor insurance** or the insurance disc(s).

We may at their own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this **policy**.

## 17.11 Law and jurisdiction

The law allows the parties to this contract of insurance to select the law and jurisdiction to be applied to this **policy**. Unless it is agreed otherwise, the law that applies to this contract is the law of that part of the **United Kingdom** where **your** head office is located.

It is agreed that any legal proceedings between the **insured** and the **insurer** in connection with this contract will only take place in the courts of that part of the **United Kingdom** where **you** are located and **you** are subject to the exclusive jurisdiction of that court.

## 17.12 Material inaccuracy

17.12.1 The information provided by or on behalf of the **insured** in connection with this insurance (whether at inception or otherwise) shall be materially accurate and not omit material information which is known by the **insured's** board members or equivalent and/or the **insured's** risk manager or ought to have been known by them following their reasonable enquiry.

17.12.2 Breach by fraud or dishonesty

If the **insured** or anyone acting on its behalf breaches this condition (whether at inception or otherwise) by fraud or dishonest act or omission, the **insurer** may:

- a) avoid this **policy** from inception; or
- b) impose such terms, conditions and/or additional premium as the **insurer** may in its sole discretion determine; and

any benefit which the **insured** has received under this **policy** which resulted from any such fraud or dishonest act or omission shall immediately be repaid to the **insurer**.

17.12.3 Breach by non-disclosure, misrepresentation (other than fraudulent or dishonest)

If the **insured** or anyone acting on its behalf breaches this condition (other than by fraudulent or dishonest means), the **insurer** may:

- a) impose such terms and conditions (effective at inception or otherwise) as the **insurer** would have imposed in the absence of such breach; and/or
- b) charge such additional premium (effective at inception or otherwise) as the **insurer** would have required in the absence of the breach; and
- c) apply such applicable additional premium, amended terms and conditions or both to any notified **claim** or potential **claim**; and

the **insurer** will promptly give the **insured** written notice of any applicable additional premium, amended terms and conditions or both.

17.12.4 Within fourteen (14) days of receipt of such notice, the **insured** will give the **insurer** written confirmation of:

- a) acceptance of and a promise to pay the applicable additional premium in accordance with the terms of trade applying to this insurance; or
- b) the **insured's** acceptance of the amended terms and conditions; or
- c) both as applicable.

17.12.5 If the **insurer** can show to the **insured's** reasonable satisfaction that the **insurer** would have declined to enter into this insurance at inception or to accept the proposed amendment to this insurance during the **period of insurance** on any terms, the **insurer** may avoid this **policy** from inception and, if no claims have been paid or accepted under this **policy**, the **insurer** shall promptly return to the **insured** all premiums received by the **insurer** at the date of breach; and, if the **insurer** has paid claims monies under this **policy**, the **insured** shall promptly repay all such claim monies to the **insurer**.

## 17.13 Motor Insurance Database

**You** shall ensure that all **vehicle** and **policy** details are notified to us within five (5) business days of the effective date for entry on the Motor Insurance Database as required by the relevant law applicable in Great Britain and Northern Ireland.



## 17.14 Motor Insurance Database data protection

Information relating to the **policy** details will be added to the Motor Insurance Database (MID) managed by the Motor Insurers Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency Northern Ireland (DVANI), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- a) electronic licencing;
- b) continuous insurance enforcement;
- c) law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
- d) the provision of Government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories) insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her authorised representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from us or at: [www.mib.org.uk](http://www.mib.org.uk)

## 17.15 Observance

- 17.15.1 The due observance and fulfilment of the terms and conditions of this **policy** insofar as they may relate to anything to be done or complied with by **you** will be a condition of this **policy**. Any waiver by **us** of any term or condition will not prevent **us** from relying on such term or conditions in the future.
- 17.15.2 Further where an indemnity is provided to an **insured person**, other party claiming an indemnity hereunder **you** will arrange for each party to comply with the terms and conditions of this insurance so far as they can apply providing always that the **insured person** complies with the terms of 'Duties in the event of a claim or potential claim'.
- 17.15.3 In the event of a breach of any provision in this clause, and without prejudice to any other of our rights, we may:
- a) in a case of a breach of condition, cancel the **policy** in accordance with the Cancellation condition above;
  - b) in any case, reject or reduce claims connected with the breach and continue the **policy** on such terms as **we** may determine and if any payment on account of any such claim has already been made, **you** will repay forthwith all payments on account to **us**.

## 17.16 Premium adjustment

Before the commencement of any **period of insurance** and if requested by **us you** will provide **us** with a schedule (in the form required by **us**) of all **vehicles**, and **trailers** if this **policy** covers specified **trailers**, covered under this **policy**. At agreed intervals and in the form required by **us you** will provide **us** with details of **vehicles** and **trailers** if this **policy** covers specified **trailers**, acquired or disposed of by **you** and in respect of these details **you** will pay **us** an additional premium or receive from **us** a refund calculated as agreed at inception of any **period of insurance**.

## 17.17 Privacy and the Data Protection Act 1998

- 17.17.1 Any personal information provided when applying for this **policy** or in connection with its administration, including the notification and handling of any claim, will be recorded and processed by us in accordance with the Data Protection Act 1998
- 17.17.2 If the personal information includes sensitive personal data (such as health details or details of criminal convictions) **you** consent to the information being used for the purposes set out below and being disclosed to the parties listed below.
- 17.17.3 It is a condition of this insurance that where personal information is provided about another person, **you** will have informed such a person of **our** identity, the purposes for which their



personal data will be processed and the disclosures which may be made (each as set out below) and have obtained their consent to the processing of their personal information (including sensitive personal data) in this way.

- 17.17.4 Personal information is used for the following purposes:
- a) to administer the **policy**, including underwriting, claims handling and issuing renewal information and documentation;
  - b) to carry out research and analysis and create statistical and testing information and for the purposes of customer profiling (including with transactional information);
  - c) to help prevent and detect fraud or loss and recover debt;
  - d) where required or permitted by law.
- 17.17.5 Personal information may be disclosed to the following third parties:
- a) other members of the QBE Insurance Group for the purposes set out above. A list of companies in the QBE Insurance Group is available on request;
  - a) other insurers and reinsurers of the risk written under this **policy** and the your broker;
  - b) agents and service providers appointed by **us** to carry out activities in connection with the **policy** including claims handling and investigative agents and general service providers including providers of IT systems and maintainers;
  - c) credit reference and fraud databases and law enforcement bodies;
  - d) potential purchasers of the whole or part of the **our** business.
- 17.17.6 **We** may share information with other firms and public bodies, including the police and statutory and/or authorised bodies, in order to substantiate information, law enforcement, electronic licensing and to prevent or detect fraud, by accessing and updating various databases. If false or inaccurate information is provided and fraud is suspected, this fact will be recorded and the information will be available to other organisations that have access to the databases. Details of databases accessed or contributed to are available on request.
- 17.17.7 Personal information may be transferred to third parties in countries outside the European Economic Area which may not have the same standards of protection for personal data as the UK. **We** will ensure that such transfers comply with data protection law and that the personal information is kept securely and protected from unauthorised access.
- 17.17.8 **We** maintain physical, electronic and procedural safeguards to protect your personal information and follows strict security procedures in the storage and disclosure of personal information to safeguard the data and prevent unauthorised access to or loss of such information.
- 17.17.9 **We** may monitor and record communications with you (including phone conversations and emails) for compliance and quality control purposes.
- 17.17.10 Should **you** wish to receive a copy of the information held or if there are any queries in relation to the way such information is used or any inaccuracies in the data **you** should write to the Data Protection Officer at QBE Insurance (Europe) Limited, Plantation Place, 30 Fenchurch Street, London EC3M 3BD.

## 17.18 Records

**We** may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

## 17.19 Right of recovery

In circumstances where **we** are entitled to refuse an indemnity under the **policy** but is obliged by provision of the law of any territory in which this **policy** operates relating to the insurance of liability to third parties to make payment to a party who has suffered loss and / or damage, you shall repay to **us** all such sums as **we** are so obliged to pay.

## 17.20 Representation

Any person falling within the definition of the **insured** agrees that the first named insured is their agent for the purpose of giving and receiving of any notices from **us** or **our**

representatives including any notice of cancellation. The payment to the first named insured of any return premium that may be payable under this **policy** will satisfy **our** obligations to return premium to **you**.

#### **17.21 Sanction limitation and exclusion**

**We** shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of the **insurer's** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

#### **17.22 Subscribing insurers**

The subscribing **insurers'** obligations under this **policy** are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **insurers** are not responsible for the subscription of any co-subscribing **insurer** who for any reasons does not satisfy all or part of its obligations.

## 18 General definitions and interpretation

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership or any other legal entity. References to a statute, regulation, EU Directive or trade terms of contract will be construed to include all its amendments or replacements. All headings within the policy are included for convenience only and will not form part of this **policy**.

### 18.1 AA

AA means the Automobile Association Developments Limited, trading as AA Breakdown Services, is an insurer of breakdown assistance services cover that is exempt from authorisation under the Financial Services and Markets Act 2000. Registered office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA. Registered in England and Wales Number: 01878835.

### 18.2 AICL

AICL means Acromas Insurance Company Limited that is authorised and regulated by the Commissioner of Insurance, Financial Services Commission, Gibraltar, and regulated by the Financial Conduct Authority, United Kingdom. Acromas Insurance Company Limited is a member of the Association of British Insurers. Head Office: 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). UK branch address: Acromas Insurance Company Limited, Enbrook Park, Folkestone, Kent, CT20 3SE.

### 18.3 Accident

Accident means any unforeseen event, one without apparent cause or anything that occurs unintentionally or by chance.

### 18.4 At fault driver

At fault driver means the party or parties negligently causing injury or damage against whom **you** are taking or seeking to take legal action for compensation and the recovery of losses not **insured** under this or any other policy of insurance.

### 18.5 Certificate of motor insurance

Certificate of motor insurance means the certificate required by law to certify the existence of the minimum compulsory insurance as required by the Road Traffic Act 1988. For full details of the insurance cover, refer to this **policy**.

### 18.6 Breakdown

Breakdown means the unexpected complete immobilization of **your** vehicle due to mechanical disruption, which affects the mobility or security of **your** vehicle or renders it unsafe to drive.

### 18.7 Civil case

Civil case means a legal action which does not involve the defence of any criminal prosecution against **you**.

### 18.8 Damages

Damages means money that a court says **your** opponent must pay to **you** or money **your** opponent agrees to pay to **you** to settle **your** legal action.

### **18.9 Date of occurrence**

Date of occurrence means the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, then the date of occurrence is the date of the first of these events.

### **18.10 Dental injury**

Dental injury means damage to teeth, gingival tissues or alveoli resulting in mobility, luxation, subluxation or fractures of the hard tissues, or loss of or damage to dental prostheses whilst inside the mouth due to a force outside of the mouth.

### **18.11 Driver**

Driver means any person authorised by **you** to take the vehicle overseas who is deemed to be **your** authorised representative, eligible for assistance overseas under the terms of this **policy**.

### **18.12 Excess**

**Excess** means the first part of any claim in respect of each and every **insured vehicle** for which the **insured** is responsible. If more than one **insured vehicle** is involved in the same incident, the excess shown on the **schedule** shall apply to each **insured vehicle** separately.

### **18.13 GBP**

GBP means Great Britain Pounds or pounds sterling £.

### **18.14 Hazardous goods**

Hazardous goods means any goods of any nature and/or quantity that require carriage in accordance with:

- a) The Carriage of Explosives by road regulations 1996
- b) The Radioactive Materials (Road Transport) (Great Britain) Regulations 1996
- c) Transport Categories 0,1 and 2 of the Carriage of Dangerous Goods by Road Regulations 1996

or any re-enactment or replacement of such regulations with any other legislation of similar intent (including subsequent legislation) if applicable.

### **18.15 Hazardous location**

Hazardous location means the site of any:

- a) power station;
- b) nuclear installation or establishment;
- c) refinery, bulk storage or production premises in the oil, gas or chemical industries;
- d) bulk storage or production premises in the explosives, ammunition or pyrotechnic industries;
- e) Ministry of Defence premises;
- f) military bases.

### **18.16 Healthcare practitioner**

Healthcare practitioner means a qualified licensed member of the medical profession as approved by the governing medical association of the country in which the healthcare practitioner resides who is not the **insured person**, a member of the **insured person's** family or an employee of the **insured**.

### **18.17 Home**

Home means **your** permanent place of residence within the **territorial limits** including any property within the boundary of **your** home which is used as **your** day to day place of work.

## 18.18 Injury

Injury means a specific injury which is sustained by the **insured person** during the **period of insurance**, is caused by an **accident**, and within twelve (12) months of the **accident**, solely and independently of any other cause, brings about death or disablement of the **insured person**.

## 18.19 Insured incident

For **insured section** – Legal services / Uninsured loss recovery; an insured incident means:

- 18.19.1 a claim for **legal costs** which **you** incur by taking legal action against the **at fault driver** for **damages** arising from an **accident** involving **your insured vehicle** that:
- a) **we** and the **legal representative** agree is not **your** fault; and
  - b) was caused by the **at fault driver**; and
  - c) causes:
    - i) **your** death or bodily injury whilst **you** are in, on or getting into or out of the insured **vehicle**; or
    - ii) damage to the **insured vehicle**; or
    - iii) damage to the **property** which **you** own or are legally responsible for and which is in or on the **insured vehicle**.
- 18.19.2 the pursuit of **vehicle hire costs**, an **accident** involving a collision between **your vehicle** and another vehicle, as long as:
- a) **your vehicle** cannot be driven; and
  - b) the **accident** was entirely the other person's fault; and
  - c) that the **legal costs** can be recovered from the **at fault driver**.

## 18.20 Insured person

Insured person means:

- 18.20.1 **you**;
- 18.20.2 other persons who are permitted by **your certificate of motor insurance** to drive or use the vehicle; and
- 18.20.3 at **your** request
- a) any person getting into or out of or travelling in **your vehicle**;
  - b) the owner of **your vehicle** if someone other than yourself.

## 18.21 Insured section

Insured section means each independent sub-division of cover that in all comprises **your** contract of insurance cover provided by this **policy**. The insured sections applicable to **your policy** are expressly stated in the **schedule** and further detailed in the 'Cover basis' clause.

## 18.22 Key(s)

Key(s) means a device, including electronic devices such as immobilisers, transmitters and alarms, which open a specific **lock**.

## 18.23 Lawclub

Lawclub means Lawclub Legal Protection being a trading name of Allianz Insurance Plc (registered in England with company number 84638) Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB.

Lawclub is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number: 121849.

Lawclub Legal Protection's address is Redwood House, Brotherswood Court, Great Park Road, Bradley Stoke, Bristol BS32 4QW.

## 18.24 Legal costs

- 18.24.1 Legal costs means, where **we** have given **our** written agreement, **we** will pay the following on **your** behalf:
- a) the professional fees and expenses reasonably and properly charged by the **legal representative** on the **standard basis**, up to the standard rates set by the courts, which **you** cannot recover from your opponent.
  - b) **your** opponent's legal costs and expenses incurred in a **civil case** which **you** are ordered to pay by a court or which **you** pay to **your** opponent with **our** written agreement.
- 18.24.2 **We** will only pay legal costs which are necessary and in proportion to the value of **your** claim. If **we** do not agree that the legal costs have been reasonably and properly incurred, or are necessary and in proportion to the value of **your** claim, **we** will have those legal costs assessed in accordance with the General conditions of this **policy**.
- 18.24.3 **We** will only start to cover legal costs from the time **we** have accepted **your** claim in writing and appointed the **legal representative**

## 18.25 Legal representative

Legal representative means the solicitor or other person appointed in accordance with the provisions of the Section – Legal services / Uninsured loss recovery to represent **you**.

## 18.26 Lock

Lock means a security device operated by a **key** as used on a door.

## 18.27 Loss of limb

Loss of limb means:

- 18.27.1 in the case of a lower limb loss by physical severance at or above the ankle or permanent and total loss of and/or total and irrecoverable loss of use of an entire leg or foot;
- 18.27.2 in the case of an upper limb loss by physical severance of the entire four fingers through or above the metacarpophalangeal joints or permanent and total loss of and/or total and irrecoverable loss of use of an entire arm or hand.

## 18.28 Market value

Market value means the replacement value of the same make and model of vehicle of a similar age and condition and history as determined by reference to vehicle value publications.

## 18.29 Period of insurance

Period of insurance means the period shown as such on the **schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

## 18.30 Permanent partial disablement

Permanent partial disablement means permanent and irrecoverable disablement as listed on the schedule of compensation in the **schedule**.

## 18.31 Permanent total disablement

Permanent total disablement will mean irrecoverable disablement arising from **injury** which permanently and totally incapacitates the **insured person** for a continuous period of twelve (12) months and as a result of the **injury**, the **insured person** is medically determined to the **insurer's** satisfaction to have no likelihood of improvement sufficient to enable him to participate in his occupation ever again.

## 18.32 Policy

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule**.

### 18.33 Private car

Private car means a vehicle (including its standard accessories, spare parts or components fitted to it) which is a private car or estate car used for the carriage of passengers and comprising no more than eight (8) seats in addition to the driver's seat and weighing not more than 3,500kg and/or any motor vehicle specified in the **schedule** by endorsement as a private car and unless otherwise agreed, is registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### 18.34 Property

Property means any tangible property including animals.

### 18.35 Proposal

Proposal means any information supplied by or on behalf of the **insured**, deemed to be a completed proposal form and medical questionnaire and other relevant information that the **insurer** may require.

### 18.36 Punitive or exemplary damages

Punitive or exemplary damages means damages awarded to punish or to deter wrongdoing.

### 18.37 Reasonable prospects of success

18.37.1 Reasonable prospects of success means that there are reasonable prospects of success if, at all times during **your civil case** against **your** opponent, it is more likely than not that:

- a) a court would
  - i) decide the legal action under the Section – Legal services / Uninsured loss recovery in **your** favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of **your** claim by a court); or
  - ii) award **you** a more favourable settlement than has already been offered by your opponent.

and

- b) if **you** are seeking **damages** from **your** opponent, **you** will recover them.

18.37.2 **We** explain in more detail how **we** will decide if your legal action has reasonable prospects of success under 'Important note - reasonable prospects of success' on the opening page to 'Section- Legal services / Uninsured loss recovery'.

### 18.38 Road

Road means any place that would be held to be a road for the purposes of any compulsory motor insurance legislation operative within the **territorial limits** defined in this **policy**.

### 18.39 Road Traffic Acts

Road traffic acts means any acts, Laws or Regulations which govern the driving or use of any motor vehicle (including the costs resulting from an **accident**) in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### 18.40 Section

Section means all or any individually lettered sections of this **policy** that forms part of the insurance contract but only if stated as 'operative' in the **schedule**.

### 18.41 Schedule

Schedule means the document titled schedule that includes **your** name and address of, the premium and other variables to this **policy** (including endorsement clauses) and is incorporated in this **policy** that **you** have accepted. Schedules may be re-issued from time to time where each successor overrides the earlier document.

#### **18.42 Standard basis**

Standard basis means the normal method used by the court to assess the **legal costs** which the court decides are proportionate to **your** legal action and have been reasonably incurred by the **legal representative** and your opponent.

#### **18.43 Statement of fact**

Statement of fact means the document **we** send to **you** that records all the information supplied to **us** by or on **your** behalf for the assessment of **your** eligibility for this insurance and its terms including the premium applicable to this **policy**.

#### **18.44 Temporary partial disablement**

Temporary partial disablement means the **insured person** being partially disabled and prevented from attending to the whole of his business or occupation as a result of **injury** not being **permanent total disablement**, loss of limbs or sight as otherwise defined in the benefits.

#### **18.45 Temporary total disablement**

Temporary total disablement means the **insured person** being totally disabled and prevented from attending to any of his business or occupation as a result of **injury** not being **permanent total disablement**, loss of limbs or sight as otherwise defined in the benefits.

#### **18.46 Territorial limits**

Territorial limits means:

- 18.46.1 For all **sections** apart from Section – Legal services / Uninsured loss recovery, this insurance applies to the countries list under including sea transit between ports in these countries and the loading or unloading in connection therewith:
- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
  - b) Member countries of the European Union;
  - c) Other country for which the commission of the European Union is satisfied that arrangements have been made to meet the requirements of EU Directives on insurance of motor vehicles.
- 18.46.2 For Insured section – Legal services / Uninsured loss recovery, Great Britain, Northern Ireland, Channel Islands, Isle of Mann, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, , Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey and the Vatican City.

#### **18.47 Terrorism**

Terrorism means an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure or a threat thereof; and appears to be intended to

- a) intimidate or coerce a civilian population, or
- b) disrupt any segment of the economy of a government de jure or de facto, state, or country, or
- c) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion, or
- d) affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

#### **18.48 Total loss of hearing**

Total loss of hearing means an injury causing permanent and total loss of hearing which lasts twelve (12) calendar months from the date of accident or loss of hearing and at the expiry of that period being beyond hope of improvement.



#### **18.49 Total loss of speech**

Total loss of speech means an **injury** causing permanent and total loss of speech which lasts twelve (12) calendar months from the date of **accident** or loss of speech (if later) and at the expiry of that period being beyond hope of improvement.

#### **18.50 Total loss of sight**

Total loss of sight means an **injury** causing either:

- 18.50.1 permanent and total loss of sight in both eyes where an **insured person's** name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
- 18.50.2 permanent and total loss of sight in one eye, if the degree of sight remaining after correction is 3/60 or less of the Snellen Scale (seeing at three (3) feet what an **insured person** should see at sixty (60) feet), which lasts twelve (12) calendar months from the date of **accident** or loss of sight (if later) and at the expiry of that period being beyond hope of improvement.

#### **18.51 Trailer**

Trailer means any form of trailer that has been built to be towed by a motor car or minibus or commercial vehicle up to 3.5tonnes.

#### **18.52 Vehicle / insured vehicle / covered vehicle**

Vehicle / insured vehicle means any motor vehicle (including its standard accessories, spare parts or components fitted to it) mentioned by description, category or registration mark in the **schedule** and unless otherwise agreed, is registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

#### **18.53 Vehicle hire costs**

Vehicle hire costs mean the cost of hiring a replacement car or standard commercial **vehicle** for one continuous period.

#### **18.54 War**

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **terrorism**.

#### **18.55 We/us/our/insurer**

We/us/our/insurer means:

- 18.55.1 for all **sections** except Section – Breakdown assistance, QBE Insurance (Europe) Limited whose Head office and registered address is:  
Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, tel: 020 7105 4000 fax: 020 7105 4019. Registered in England No. 1761561. Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration Number 202842.
- 18.55.2 for Section – Breakdown assistance; the **AA** or **AICL** as appropriate.

#### **18.56 You/your/Insured/**

- 18.56.1 You/your/insured means the person or entity specified on the application form or in the **statement of fact** who/which has applied for insurance hereunder and named in the **schedule** as the Insured.
- 18.56.2 For the Section – Legal services / Uninsured loss recovery, you/your/insured is extended to include any person authorised to drive under your **certificate of motor Insurance** or be a passenger in your **insured vehicle**.
- 18.56.3 For the Section – Breakdown assistance, you/your/insured is extended to include any person or category of persons up to the age of seventy five (75) specified in the **schedule**. Cover

applies until the end of the **period of insurance** in which the person attains the age of seventy five (75) years or the date upon which the person ceases employment with the insured, whichever occurs first.

## **QBE European Operations**

Plantation Place  
30 Fenchurch Street  
London  
EC3M 3BD  
tel +44 (0)20 7105 4000  
fax +44 (0)20 7105 4019

[enquiries@uk.qbe.com](mailto:enquiries@uk.qbe.com)  
[www.QBEurope.com](http://www.QBEurope.com)

