Zurich Car Insurance Policy

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A warm Welcome to Zurich

Thanks for choosing Zurich Car Insurance.

At Zurich, we have over 80 years’ experience of protecting our customers against the unexpected, so you can be confident your Zurich policy gives you the cover you need.

This policy document gives you the details of your cover and it should be read along with your statement of insurance and certificate of motor insurance.

If you need to make a claim, our team is always here to help. In the event of an accident, please contact us immediately on 0845 308 0301 so we can tell you what to do next and help resolve any claims.

And if you have any questions about your policy or would like to discuss any other insurance needs, please feel free to contact us at zurich.co.uk or call us on 0800 408 0975.

We look forward to taking care of your car.
Your policy provides cover for the drivers, insured car and use detailed in your statement of insurance for the period of insurance shown. This policy is an agreement between you (the person shown in the statement of insurance as the policyholder) and the various parties providing the cover under the individual parts of the policy but is only valid if you pay the premiums. It takes into account questions we asked and the answers you gave during the application process or subsequently. You have a duty to take reasonable care to make accurate representations and to provide information to the best of your knowledge and belief and this applies equally to any answers given on behalf of a named driver.

You should tell us immediately if at any time any of the information on which this insurance is based is incorrect, or changes. If any of the information you have provided is incorrect and you do not tell us, your policy may no longer be valid, your claim may be rejected or your claim may not be paid in full.

You must read this policy together with your statement of insurance, certificate of motor insurance and any special terms and conditions or endorsements as one single contract.

Please read all documents to make sure that the cover provided meets your needs. If this is not the case, please contact us as soon as possible.

You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

Your policy provides cover in the United Kingdom for the people and car shown in the certificate of motor insurance for the period shown. For details of using your car abroad, see Section 12 of part A of the policy.

Your policy is governed by the law that applies to where you reside within the United Kingdom. If there is any disagreement about which law applies, English law will apply in which case you agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate to you in English.

Your cancellation rights
If you decide that you do not want to accept the policy (or any future renewal of the policy by us), you must surrender the certificate of motor insurance to us or complete the declaration of surrender and return to us within 14 days of receiving policy documents (or for renewals, within 14 days of your policy renewal date). We will charge you on a pro rata basis for the time we have provided cover for you, plus a cancellation fee of £25 (including Insurance Premium Tax). The balance of the premium will be returned to you when you have surrendered your certificate of motor insurance or completed and returned a declaration of surrender but there will be no refund where you are cancelling the policy following a claim where the vehicle is a total loss and not being replaced. If you have purchased additional optional cover under parts B - G this will be shown on your statement of insurance. You should refer to the cancellation terms specified in the relevant part of the policy.

Please see Condition 5 for full details of all cancellation conditions and charges.

Automatic renewal
We will send you a renewal letter around 3 weeks before your renewal date, so you will have plenty of time to decide if you wish to renew your policy with us. If you have chosen automatic renewal, there are no changes and you are happy to renew your policy you need do nothing. If you decide not to renew your policy, simply let us know as soon as you receive your renewal quote and we will ensure no further payments are taken from you.

• Automatic annual payment
If you pay for your policy annually and have chosen to automatically renew it, the payment details you used to purchase will be securely stored so we can renew your policy each year. To ensure your payment can be processed and continuous cover can be provided, we will automatically take payment from your card 5 days prior to your renewal. If you have chosen to pay by credit card there will be an additional handling charge of 1.5%.

• Automatic monthly payment
If you pay the premium using a credit agreement with Premium Credit Limited, you consent to the automatic renewal of your policy at its expiry for a further 12 month period of cover. We will use the details you provided us when you took out the policy or as subsequently advised by you. The charge for interest will be shown separately with your premium details.
Non-automatic payment
If you have not chosen automatic renewal, how to pay your renewal premium will be shown on your renewal invitation.

Please see Condition 10 for full details of renewal and premium payment.

Vehicle damaged beyond economical repair or stolen and not recovered ('total loss')
If we decide that your car has been damaged beyond economical repair ('total loss') or it has been stolen and not recovered we may settle your claim by making a cash settlement based upon the market value of your car in the United Kingdom at the time of the loss or damage. Before we make payment you must send us the vehicle keys, Vehicle Registration Document, Department for Transport test certificate (if applicable) and surrender your certificate of motor insurance or complete and return a declaration of surrender. If we have agreed that you can keep the vehicle we will deduct its salvage value from any payment we make to you.

You will have 42 days from the date we make payment to you to:
• advise us the details of a replacement vehicle or,
• if we have agreed that you can retain the vehicle, provide us with a satisfaction note, schedule of works and engineers report confirming that all necessary repairs have been carried out to a satisfactory standard.

Settling claims
For claims under Sections 4 and 5 of part A of the policy, we will at our option either repair your car or make a cash settlement, which will not be more than your car’s market value at the time of the loss or damage.

Unless doing so would invalidate a car manufacturer’s warranty, when we repair your car we may use parts or accessories which are not made or supplied by your car’s manufacturer. However, they will be of a similar quality to the parts and accessories which are being replaced.

Administration charges
An administration charge of £25 (including Insurance Premium Tax) will be applied to policy changes. This charge will not be applied to changes we are informed of before the start of the policy or changes effective from your renewal we are informed of before the commencement date of your renewal. If you request a set of printed documents, rather than accessing them online, a charge of £25 will be made each time.

Definitions
The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear in this policy. They are shown in bold throughout the policy. Additional definitions may apply to Parts B – G of the policy. Please refer to the relevant parts of the policy for details.
• Certificate of motor insurance – Evidence of the existence of motor insurance as required by law and which forms part of your motor policy.
• Court of summary jurisdiction – A Magistrates Court or a court of equivalent jurisdiction in the United Kingdom.
• Emergency treatment fees – Payment for charges prescribed by the road traffic acts for emergency medical assistance following an accident involving a car which we cover.
• Excess – The first amount you will have to pay towards the cost of a claim for loss of or damage to your car, whether or not the incident giving rise to the claim is your fault.
• Fire – Fire, lightning, explosion or self-ignition.
• Malicious damage – Damage caused to your car as a result of an intentional or reckless act by a person not covered by this policy.
• Market value – The cost, in the reasonable opinion of our motor engineer, of replacing your car with a car of the same make, model and pre-loss or damage condition, specification, mileage and age.
• **Motor policy** – The documents consisting of your statement of insurance, your policy summary, your motor policy book, your certificate of motor insurance and any Special terms and conditions.

• **No claims discount** – The reduction we allow in your premium in return for not making a claim, or where no unrecovered payment is made to you or a third party.

• **Part A-G** – the individual contracts in the policy at A – G entered into with the parties providing cover under each such contract.

• **Period of insurance** – The period shown in your statement of insurance and certificate of motor insurance for which we have agreed to cover you and for which you have paid or agreed to pay a premium.

• **Personal belongings** – Property which is worn or used and capable of being carried with you in everyday life and which belongs to you or any passenger in your car.

• **Policy** – The combination of part A and all other parts you have chosen to purchase.

• **Protected NCD** – Cover against loss of your no claims discount in the event of you making a claim.

• **Road traffic acts** – Legislation which includes details of the minimum cover for which motor insurance is required in the United Kingdom.

• **Special terms and conditions** – A change to your details which forms part of your motor policy.

• **Spouse** – your husband, wife or partner you live with as if you are married (including partners of the same sex).

• **Statement of insurance** – The document giving details of the period of insurance, your cover, the premium and the policy number. The statement of insurance includes all the information you provided when we prepared your quotation.

• **Theft** – Theft, attempted theft or the taking away of your car without your consent.

• **Total loss** – Where your car has been damaged beyond economical repair or it has been stolen and not recovered.

• **United Kingdom/UK** – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (including transit by sea, air, rail or within and between these places).

• **We/Us/Our/Zurich** – Zurich Insurance plc (except in parts B – G where we/us/our are separately defined).

• **You/Your/The insured** – The person named as the policyholder in both your statement of insurance and your certificate of motor insurance.

• **Your car/The insured car** – The car including its spare parts or accessories (fixed parts or products designed to be fitted to your car that are part of the manufacturer’s original specification or that you have declared to us and have been accepted by us) while on or in your car or in your private garage, described in your statement of insurance or any replacement car which has been notified to and accepted by us, and for which you have a certificate of motor insurance showing the registration mark. This will include any courtesy car temporarily supplied by a Zurich approved repairer while your car is being repaired following an accident covered by this policy.
Conditions which apply to the whole of this policy

Additional conditions may apply to parts B – G of the policy. Please refer to the relevant parts of the policy for details.

1. You must do all you reasonably can to prevent loss or damage to your car and maintain it in a roadworthy condition.

2. Everyone covered by this policy must follow the policy terms and conditions. All drivers must have a valid driving licence and follow the conditions of their licence.

3. If, by law, we must make a payment that is not covered by the policy, we have the right to recover this payment from you or the person who is liable.

4. You must tell us about any insurance related incidents (such as accidents, thefts or legal proceedings) in connection with this policy as soon as possible whether or not they give rise to a claim. You must give us all the information and help we may need. This will include details of any charges brought by the police against you or the person driving your car arising from an accident for which a claim is being made under this policy. You must send any court documents to us immediately they are received. We will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by your policy, including proceedings for recovering any claim payments.

5. We may cancel your policy by giving you seven days notice to your last known address and refund any premium which may be due to you in accordance with the terms of this condition.

You have the right to cancel your policy at any time by telling us either in writing or by telephone using the contact details set out in your covering letter. Where you cancel your policy and you pay under a credit agreement with Premium Credit Limited, you authorise us on your behalf to cancel your credit agreement with Premium Credit Limited.

If the policy is cancelled at any time, either by you or us, we will charge you on a pro rata basis for the time we have been on cover in addition to the cancellation charges shown below. We will not refund any premium if:

- we have paid a claim or one is outstanding when the policy is cancelled, or
- you are cancelling the policy following a claim where the vehicle is a total loss and not being replaced.

If you are paying by credit agreement and you have made a claim you must still pay the balance of the full annual premium under your credit agreement with Premium Credit Limited. If you do not do this we may take the balance of any outstanding premium from any claim payment we are making to you.

If you fail to pay the premium due we may cancel the policy and refuse your claim or take the balance of any outstanding premium due to us from any claim payment we make to you. This may mean that we fulfil our obligations to any claims against your policy by a third party but seek full recovery of any payments made under your policy directly from you. This may include the instruction of solicitors or other recovery agents.

Cancellation within 14 days
If the policy is cancelled within 14 days of you receiving it (or for renewals, within 14 days of your policy renewal date), either by you or us, a cancellation charge of £25 (including Insurance Premium Tax) will be deducted from any refund of premium.

Cancellation over 14 days
If the policy is cancelled, either by you or us, after 14 days of becoming effective (either as a new policy or at its renewal date), a cancellation charge of £50 (including Insurance Premium Tax) will be deducted from any refund of premium. When the policy is cancelled, either by you or us, you must by law surrender the certificate of motor insurance or complete and return a declaration of surrender to us. When you surrender your certificate of motor insurance or complete and return a declaration of surrender to us we will refund any premium in accordance with the terms of this condition. If you do not surrender your certificate of motor insurance or complete and return a declaration of surrender we may commence court proceedings or seek to recover it through the services of a third party recovery agent and make a charge.

If you have purchased additional optional cover under parts B – G and you cancel this cover more than 14 days after receiving the policy, independently to your policy, there will be no refund. Please refer to the cancellation terms specified under the relevant part of the policy for more details.

6. Your duty to check information and tell us of any changes.

The information on which this insurance is based is formed by the questions we asked and the answers you gave during the application process or subsequently and is confirmed in your statement of insurance.

You must tell us immediately if at any time any of the information is incorrect or changes. Failure to do so may result in your insurance no longer being valid and claims not being paid or not being paid in full. If in doubt about any change please contact us as soon as possible.
Changes in information we need to be informed of include, but are not limited to, the following examples and apply equally to all drivers covered under the policy:

- accidents (fault or non-fault) whether or not resulting in a claim;
- thefts (of or from your car);
- driving disqualifications;
- convictions or pending prosecutions for any motoring or criminal offence;
- change of your address or where your car is parked overnight;
- any health matters affecting ability to drive;
- make and model of your car;
- full or part time occupation;
- use of your car;
- modifications to your car (both cosmetic and/or performance enhancing);
- drivers of your car;
- annual mileage;
- type of licence and date test passed.

If you change the insured car, the drivers or how you use the insured car, we may not be liable until we have issued a new statement of insurance and either a cover note or certificate of motor insurance. If you make any changes to your insured car your insurance will not be valid until we have agreed to accept them.

Any changes, if accepted by us, will apply from the date indicated on your updated statement of insurance or by an endorsement to your policy.

In this case we will be entitled to vary the premium and terms for the rest of the period of insurance.

An administration charge of £25 (including Insurance Premium Tax) will be applied to policy changes. This charge will not be applied to changes we are informed of before the start of the policy or changes effective from your renewal we are informed of before the commencement date of your renewal date.

If the changes are unacceptable to us and we are no longer able to provide you with cover, we or you can cancel your policy, as set out under Condition 5.

If you have given us inaccurate information this can affect your policy in one of the following ways:

1) If we would not have provided you with any cover we will have the option to:
   a) void the policy, which means we will treat it as if it had never existed and repay to you the premium paid; and
   b) seek to recover any money from you for any claims we have already paid, including the amount of any costs or expenses we have incurred.

2) If we would have applied different terms to your cover, we will have the option to treat your policy as if those different terms apply.

3) If we would have charged you a higher premium for providing your cover, we will have the option to:
   a) charge you the appropriate additional premium to be paid in full; or
   b) reduce the amount of any claim payment with an adjustment in the same proportion as the difference between the actual premium charged and the higher premium due.

For example, if the premium you paid initially was £150, but would have been £300 had you provided accurate information, our payment for a claim which amounts to £1,500 will be reduced to £750.

7. Fraudulent acts.

If you or anyone acting on your behalf have intentionally concealed or misrepresented any information or circumstance that you or they had a responsibility to tell us about or engaged in any fraudulent conduct, or made any false statement relating to this insurance, we will:

- void the policy, which means we will treat the policy as if it had never existed;
- not return to you any premium paid;
- not pay any claims under your policy;
- seek to recover any money from you for any claims we have already paid under the policy, including an amount for any costs or expenses we have incurred;
- inform the police, other financial services organisations and anti-fraud databases as set out under part A headed ‘Fraud prevention and detection’ (page 19)

8. We will not make any payment if there is cover under any other policy.

9. You must report any theft, attempted theft or malicious damage to the police immediately.
10. Renewal and premium payment

We will send you a renewal letter around 3 weeks before your renewal date. If you have chosen automatic renewal, there are no changes and you are happy to renew your policy you need do nothing. If you decide not to renew your policy, simply let us know as soon as you receive your renewal quote and we will ensure no further payments are taken from you.

- Automatic annual payment
  If you pay for your policy annually and have chosen to automatically renew it, the payment details you used to purchase will be securely stored so we can renew your policy each year. To ensure your payment can be processed and continuous cover is provided, we will automatically take payment from your card 5 days prior to your renewal. If we’re unable to take payment, for example if there is a system failure, there are insufficient funds in your account or your account is no longer valid, we will attempt to contact you by phone, email, text and letter to let you know and to provide you with the opportunity to make payment by alternative means. If the policy and card holder are different, please ensure you have the card holder’s permission. If you have chosen to pay by credit card an additional handling fee of 1.5% will be charged. Please note, your policy will not auto renew if we cannot take payment or if we are unable to provide you with a renewal quote.

- Automatic monthly payment
  If you pay the premium using a credit agreement with Premium Credit Limited, you consent to the automatic renewal of your policy at its expiry for a further 12 month period of cover. We will use the details you provided us when you took out the policy or as subsequently advised by you. The charge for interest is shown separately with your premium details. Please note that failure to make your monthly payment when due will result in your finance provider, Premium Credit Limited applying an administration charge of £20. This will be added to the collection of the payment from your account. If a second attempt to collect payment fails or your Direct Debit Instruction at your bank is cancelled, your finance provider, Premium Credit Limited will inform you by letter and give you the opportunity to make the payment by credit/debit card. Premium Credit Limited will make a charge of £2.50 for each payment made by any method other than direct debit. If you fail to make the outstanding payment by the requested date, Premium Credit Limited will cancel your credit agreement and advise us. Under the terms of your policy, we will cancel your insurance immediately and notify you of the effective cancellation date in writing. Where your policy is cancelled for whatever reason, you will be required to pay any outstanding amount due for cover you have already received, including any unpaid fees and a cancellation fee. We will use the debit/credit card details you provided us with when you took out the policy to collect these unless you contact us to make alternative arrangements. If we are unable to recover the outstanding amount, we will pass this to our Debt Collection Agency which will incur additional charges of 15% + VAT based on the full outstanding amount owed to us, including any cancellation or administration fees.

- Non-automatic payment
  If you have not chosen automatic renewal, how to pay your renewal premium will be shown on your renewal invitation. Please note that we must receive your payment prior to your renewal date in order for cover to be continuous otherwise all cover will end. We will contact you prior to your renewal date if we are unable to either renew your policy automatically or offer you renewal terms and advise you what you need to do. Our right to renew this policy does not affect your cancellation rights detailed elsewhere on pages 4 and 7 of the policy.

11. If an outstanding amount is payable by you, unless you contact us to make alternative payment arrangements, we will collect the payment owed to us using the debit/credit card details you provided us with when you took out the policy.

12. We reserve the right to establish the mileage on your car at any time where your policy has been rated on a selected mileage basis. Where the annual mileage has been exceeded, your premium will be increased to that which applies to the mileage driven. If we become aware that the annual mileage has been exceeded at the time of a claim, the additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the insurance.

13. Your car must be registered in the United Kingdom.
Exclusions which apply to the whole of this policy

Additional exclusions may apply to parts A – G of the policy. Please refer to the relevant parts of the policy for details.

We will not pay for any claims arising from the following:

1. Your car being driven or used by any person or for a purpose that is not covered by your certificate of motor insurance.
2. War, invasion or civil war, except as necessary to meet the requirements of the road traffic acts.
3. Riot or civil commotion outside Great Britain.
4. Pressure waves caused by aircraft travelling at the speed of sound, or faster.
5. Ionising radiation, radioactivity, nuclear fuel, nuclear waste or nuclear equipment.
6. Using your car in any area used by aircraft or for servicing aircraft.
7. A contract that says you are liable for something which you would not otherwise have been liable for.
8. Pollution or contamination unless it is directly caused by a sudden identifiable, unintended and unexpected incident and it occurs entirely at a specific time and place during the period of insurance.
Our complaints procedure

Details of complaints procedures are included in each part of your policy. Please refer to the relevant part for full details.

Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you.

Further information is available at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

This applies to all parts of the policy except where specifically overridden.
Important Notes

Details of how your data is used are included in each part of your policy where applicable.
Contacting us

If you have any questions about your policy or would like to discuss any other insurance needs, please feel free to contact us at zurich.co.uk or call us on 0800 408 0975.

How to make a claim

- Reporting a claim or accident in the UK: 0845 308 0301
- Reporting a claim or accident in Europe: 0044 845 308 0301
- Replacing or repairing glass: 0800 015 8050
  24 hours a day, 365 days a year

When you contact us about a claim, you will need to tell us:
- Your names, address and telephone number(s)
- The place where the loss or damage occurred
- What caused the loss or damage

Breakdown cover

Your statement of insurance will show whether you have cover under the following parts.

- Uninsured loss recovery and legal expenses: 0870 366 1542
- Personal Accident cover: 0843 309 4507
- Excess Protect: 0203 503 0500
- Hire car: 0845 308 0301
- Motor Legal Helpline: 0870 010 0961
  24 hours a day, 365 days a year
- Keycare: 0845 303 4017

Breakdown cover in Europe

Emergency breakdown assistance (as long as you have bought this optional cover)

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<thead>
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<th>Country</th>
<th>Freephone</th>
<th>Pay call</th>
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<tr>
<td>France and Monaco</td>
<td>0870 549 3320</td>
<td>0472 43 52 55</td>
</tr>
<tr>
<td>Republic of Ireland</td>
<td>1 800 535 005</td>
<td>00 44 800 107 9058</td>
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<tr>
<td>Serbia and Montenegro</td>
<td>99 33 472 43 52 55</td>
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<tr>
<td>Azerbaijan, Belarus, Georgia, Russia, Ukraine</td>
<td>810 33 472 43 52 55</td>
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<tr>
<td>Rest of Europe</td>
<td>00 33 472 43 52 55</td>
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If you have any problems reading this booklet, you can always call our Customer Services on 0800 408 0975 for a large font or Braille version.
Part A
Private car insurance

Section 1 – Liability to others

1. We will cover your legal liability to compensate other people if someone dies or is injured, or property is damaged, as a result of using your car and any trailer or broken-down vehicle being towed by it.

We will provide this cover for:
- you and the drivers named on your certificate of motor insurance;
- passengers in your car;
- your employer or business partner, or your spouse’s employer or business partner; and
- the legal representatives of the people named above if they have died.

Following an event which may lead to a claim under this policy, we will provide legal representation for people covered under this policy:
- at any coroner’s inquest, court of summary jurisdiction, or similar court; and
- to defend a charge of manslaughter or causing death by dangerous driving.

What you are not insured for:
- damage to your car or any trailer or vehicle that is being towed by it;
- damage to property (including any motor car) owned by or in the custody or control of the person claiming cover under this section;
- any amount over £20 million for damage to property and £5 million for legal costs and expenses as a result of any claim or series of claims caused by one event;
- death, injury or damage to property resulting from terrorism, except as necessary to meet the requirements of the road traffic acts.

Section 2 – Driving other cars

2. The cover provided by Section 1 of this policy will apply while you are driving in the United Kingdom or Republic of Ireland (including transit by sea, air, rail or within and between these places) any motor car which is not owned by you or hired to you under a hire purchase agreement provided:
- you have the owner’s permission to do so;
- this cover is shown as being included on your current certificate of motor insurance;
- there is a separate current valid insurance policy in force for the car which meets road traffic acts requirements.

Section 3 – Emergency treatment fees

3. We will pay emergency treatment fees as necessary under the road traffic acts.

Section 4 – Fire and Theft cover

4. We will cover your car against loss or damage by fire, theft or attempted theft.

Cover for:
- entertainment, communication, navigation and other electronic equipment permanently fitted to your car or,
- if not permanently fitted can only function when connected to a car’s electrical system

is limited to £500 for any one claim unless the equipment is fitted as part of the manufacturer’s original specification for your car.

What you are not insured for:
- the first amount (excess) of each claim shown under ‘excesses’ in your statement of insurance. This does not apply if your car is in your garage when the loss or damage occurs.
- an additional excess applies if you do not use one of our approved repairers, this amount will be shown under ‘excesses’ in your statement of insurance;
• theft of entertainment, communication, navigation and other electronic equipment that:
  – is not permanently fitted to your car unless it is kept in your home, 
    private garage or the glove box or luggage compartment of your locked 
    car when not being used;
  – can be used independently of your car.
• loss of or damage to the ignition keys or any other removable car entry or 
  ignition device;
• loss or damage where:
  – the ignition keys or any other removable car entry or ignition device are 
    in or on your car or,
  – your car is unoccupied and not properly locked and secured or,
  – your car is unoccupied and left with the engine running;
• loss of use of your car;
• loss or damage resulting from deception;
• loss or damage caused by theft or attempted theft, if your car was taken 
  by a member of your family or household unless that person is convicted 
  of the theft;
• loss or damage due to theft or attempted theft unless it has been 
  reported to the police and a crime reference number obtained;
• wear and tear;
• mechanical, electrical, electronic, computer or computer-software 
  breakdowns, failures, faults or breakages;
• a reduction in your car’s market value following repair;
• more than the maker’s last list price in the United Kingdom of any 
  spare part.

If you want us to pay for damage to your car, accessories or spare parts you 
must take steps to make sure that your car is kept safe until it is repaired. 
You can arrange to have your car removed to our nearest authorised 
repairer. It is important that you tell us immediately where your car is or you 
may be responsible for damage or storage costs.

Section 5 – Accidental damage cover

5. We will cover your car against loss or damage.

Cover for:
• entertainment, communication, navigation and other electronic equipment 
  permanently fitted to your car or,
• if not permanently fitted can only function when connected to a car’s 
  electrical system
is limited to £500 for any one claim unless the equipment is fitted as part of 
the manufacturer’s original specification for your car.

What you are not insured for:
• the first amount (excess) of each claim shown under ‘excesses’ in your 
  statement of insurance;
• an additional excess applies if you do not use one of our approved 
  repairers, this amount will be shown under ‘excesses’ in your statement 
  of insurance;
• entertainment, communication, navigation and other electronic equipment 
  that can be used independently of your car;
• loss of use of your car;
• loss or damage resulting from deception;
• loss of or damage due to the ignition keys or any other removable car entry or 
  ignition device;
• loss or damage where:
  – the ignition keys or any other removable car entry or ignition device are 
    in or on your car or,
  – your car is unoccupied and not properly locked and secured or,
  – your car is unoccupied and left with the engine running;
• wear and tear;
• mechanical, electrical, electronic, computer or computer-software 
  breakdowns, failures, faults or breakages;
• a reduction in your car’s market value following repair;
• more than the maker’s last list price in the United Kingdom of any spare part;
• damage to tyres caused by braking, puncture cuts or bursts;
• loss or damage from incorrectly fueling your car.
If you want us to pay for damage to your car, accessories or spare parts you must take steps to make sure that your car is kept safe until it is repaired. You can arrange to have your car removed to our nearest authorised repairer. It is important that you tell us immediately where your car is or you may be responsible for damage or storage costs.

Note:
We will not apply excess(es) while your car is being driven by:
• a member of the motor trade while it is being serviced or repaired;
• hotel or restaurant staff for the purposes of parking; or
• a replacement driver provided under part C of this policy.

Section 6 – New car replacement

6. Following a valid claim under Section 4 or 5 of the policy, we will, as long as everybody involved agrees, replace your car with a new one of the same make, model and specification provided your car is in current production and available in the United Kingdom, if:
• you or your spouse bought it new in the United Kingdom;
• it costs more than 60% of the manufacturer’s retail price, including VAT, to repair it; and
• it is less than one year old from the date of its first registration as new, at the time of the loss.
If we cannot replace your car with one of the same make, model and specification we will pay what you paid for your car or the most recent new list price in the United Kingdom (which ever is less).

Section 7 – Repairs

7. Following a valid claim under Section 4 or 5 of the policy, we will pay the reasonable cost of taking your car to our nearest authorised repairer and returning it to you when the repairs are complete.

Section 8 – Owner’s interest

8. We will make all claims payments under Section 4 or 5 of the policy to the legal owner if your car is under any contract or hire purchase agreement.

Section 9 – Personal belongings

9. We will pay up to £250 for personal belongings that are stolen from or accidentally damaged in your car. We will also pay up to £150 for loss or damage to any wheelchair, child’s pushchair, buggy or carrycot in your car.

Following an accident or damage caused to your car by fire or theft we will pay up to £150 for the cost of replacing a child’s car seat fitted in your car with a new one of the same or similar model and standard.

What you are not insured for:
• any items stolen unless they are hidden in a glove box or luggage compartment, other than a child’s car seat, and your car is locked when it is unattended;
• money (including credit, cash, debit and cheque cards), tickets, vouchers, documents and securities;
• tools, samples or equipment carried in connection with any trade or business.

Section 10 – Medical expenses

10. Following an accident involving your car, we will pay:
• medical expenses of up to £200 for each person;
• vet fees of up to £200 for each domestic pet (for a maximum of two pets) if they are injured while travelling in your car.

We will also pay you £30 a day for up to 30 days if you have to stay in hospital.
### Section 11 – Windscreen cover

**11.** If the glass in the windscreen, windows or sunroof is damaged, we will pay for its replacement or repair including the repair of any resulting scratching of the surrounding bodywork. As long as there is no claim under any other section of this policy, any payment for glass replacement will not affect your no claims discount.

**What you are not insured for:**

- the first amount (excess) of each claim shown under ‘excesses’ in your statement of insurance;
- an additional excess applies if you do not use one of our approved repairers. This amount will be shown under ‘excesses’ in your statement of insurance.

### Section 12 – Using Your car abroad

**12.** Your car is covered if you use it in European Union countries, as well as Croatia, Iceland, Norway, Switzerland and Liechtenstein.

Each single trip is limited to a maximum of 4 continuous days with a maximum total limit of 14 days in aggregate in any one period of insurance.

Following a valid claim, we will also cover the cost of any foreign customs duty you must pay if loss or damage to your car prevents its return to the United Kingdom.

If after 4 days your car does not return to the United Kingdom (unless we have agreed to extend cover in writing) cover will be limited to the minimum legal requirement to use your car in that country. The minimum requirements of United Kingdom law will apply if these are higher than those of the country in which you are using your car.

**What you are not insured for:**

- using your car in any country that is not listed above unless you have given us the details beforehand of the proposed trip and we have confirmed cover in writing.

### Section 13 – Loss of road fund licence

**13.** If your car is declared a total loss following a valid claim, we will pay for any road tax that is still left that you are not able to recover from the licensing authorities.

### Section 14 – Car-sharing

**14.** If you are paid as part of a car-sharing arrangement for social or other similar purposes, we will not consider this as ‘carriage for hire and reward’ as long as:

- your car is not built or adapted to carry more than eight passengers; and
- you do not profit from the contributions you receive for the journey.

### Section 15 – Courtesy car cover

**15.** We will provide policy cover in the United Kingdom for a car we give you temporarily after an accident.

A courtesy car will be provided to you for the duration of the period during which your car is being repaired by one of our approved repairers following an accident or theft. This will be a Group A vehicle (e.g. a small hatchback), usually with a manual gearbox, and only available in the United Kingdom.

If your car is a total loss or stolen and not recovered, you will not be offered a courtesy car.

### Section 16 – Emergency overnight or travel expenses

**16.** We will pay you (and any person travelling in your car) up to £40 for any necessary overnight accommodation or to travel home if your car is stolen or damaged as a result of an accident covered by this policy.
Exclusions applying to Part A of the Policy

1. An accident following which you or any person we insure to drive your car are convicted of:
   - driving with alcohol level above the legal limit;
   - driving while unfit through drink or drugs;
   - failing to provide a blood, urine or breath specimen (other than for a roadside test), for analysis.

   In such circumstances we will make any payments to satisfy our obligations as required under the road traffic acts, but we reserve the right to seek to recover any such amounts from you or the driver of your car.

2. We will not pay for deliberate or intentional loss or damage caused by anyone who has the benefit of any of the insurances under this policy, including suicide (or attempt thereat) or self harm.

Our Complaints Procedure

Our commitment to customer service
We value the opportunity to look into any concerns you may have with the service we’ve provided and we’re committed to dealing with all complaints fairly, consistently and promptly.

Who to contact in the first instance
We can resolve many issues straightaway, so first of all, please get in touch with your usual contact.

Alternatively you can contact us for any policy related issues as below:

Telephone: 0800 408 0979
By post:
Customer Liaison Department
Zurich Insurance plc
Shurdington Road
Cheltenham
Gloucestershire
GL51 4UE

For any claims related issues please refer to your claims correspondence for contact details or the ‘Making a Claim’ section of this policy.
If we can’t resolve your complaint straight away, we’ll keep you updated with progress and next steps.

If you’re not happy with our response
• you may contact the Financial Ombudsman Service (FOS) at any stage of your complaint for free and impartial advice and guidance.
• you can ask the FOS to review your case if you’re unhappy with our final decision letter. (You’ll need to contact the FOS within six months of this letter.)
• you may also ask the FOS to review your case if we haven’t provided you with a final decision letter within eight weeks of receiving your complaint.

FOS contact details are as follows
You can telephone for free on:
• 08000 234 567 for people phoning from a “fixed line” (for example a landline at home)
• 0300 123 123 for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.
You can email: complaint.info@financial-ombudsman.org.uk
Contacting the FOS, at any stage of your complaint will not affect your legal rights.

How we use your information
Zurich Insurance plc holds your personal information in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers and re-insurers for underwriting and claims purposes. You should show this notice to anyone whose personal information may be processed to administer this policy, including handling any claims.

We use a variety of security technologies and procedures to help protect your information from inappropriate use, and we will continue to revise procedures and implement additional security features as new technology becomes available.

We may use your information for underwriting purposes, statistical analysis, management information, market research, testing to ensure the integrity of our systems, and risk management. We will only share your information as described in this notice, or where we are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Policy Administration & Underwriting
In order to administer your insurance policy and any claims made against the policy, Zurich Insurance plc may share personal information provided to us with other companies within the Zurich Insurance Group and with business partners, including companies inside and outside the European Economic Area. If we do transfer your personal information, including where we propose a change of underwriter, we make sure that it is appropriately protected.

We may conduct searches about you using publicly available sources such as the edited electoral roll, county court judgments, bankruptcy registers and other public databases to assess your application for insurance, to provide you with a renewal quotation and to check the accuracy of your information. These searches may be recorded by credit reference agencies but they will not affect your credit standing.

Fraud Prevention & Detection
In order to prevent and detect fraud, we may at any time:
• Share information about you with other organisations including the Police
• Conduct searches about you using publicly available databases
• Undertake credit searches
• Check and/or share your details with fraud prevention and detection agencies
If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:
• Checking details on applications for credit and credit related or other facilities
• Managing credit and credit related accounts or facilities
• Recovering debt and tracing beneficiaries
• Checking details on proposal and claims for all types of insurance
• Checking details of job applicants and employees

Please contact us on the number shown on your policy documentation if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
Claims History
Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). This helps us check information provided and prevent fraudulent claims.

Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to the relevant database. We and other insurers may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

Motor Insurance Database
Information relating to your insurance policy 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 DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

a) electronic licensing
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 a vehicle of yours is involved in a road traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including their appointed 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.

It is vital that the MID holds correct registration numbers for your vehicles. If incorrect details for any of your vehicles are shown on the MID you are at risk of having the relevant vehicle seized by the police. You can check that correct registration number details for your vehicles are shown on the MID at www.askmid.com

Checking your information
Please be aware, although we may undertake checks to verify your details, it is your responsibility to ensure all information provided by you is accurate and complete. If we are given wrong information you may not be covered or claims may not be settled in full.

See Conditions 6 and 7 (pages 7-8).

Products and Services
Unless you have advised us otherwise, we may share personal information that you provide within the Zurich Insurance Group and with other companies that we establish commercial links with, so we and they may contact you (by mail, e-mail, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

You can ask not to be contacted in this way by writing to Customer Services, Zurich Insurance plc, Shurdington Road, Cheltenham, Gloucestershire, GL51 4UE or calling us on the number shown on your policy documentation.

Your data protection rights
You have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information we hold about you. We may make a small charge for this. You also have the right to ask us to correct your information if it is inaccurate.

If you want to know more about how we use your personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, The Grange, Bishops Cleeve, Cheltenham, GL52 8XX.
Part B
Legal Cover

Your statement of insurance will show whether you have cover under this part

Definitions
The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear in this part. These definitions apply to this part only.

The Conditions and Exclusions on pages 7 to 10 apply in addition to any other condition or exclusion stated in this part.

Appointed lawyer – The lawyer, or other suitably qualified person, who has been appointed by us to act for an insured person under Condition 2 of this part.

Authorised agent – Zurich Insurance plc

Insured incident – A motor accident which causes damage to your car or your personal effects or injures or kills an insured person whilst in your car.

Insured person – you, and any passenger or driver who is in your car with your permission. Anyone claiming under this policy must have your agreement to do so.

Legal costs – All reasonable and necessary costs charged by the appointed lawyer on a standard basis. Also the costs incurred by opponents in civil cases if an insured person has to pay them, or pays them with our agreement.

Motor accident – An accident involving your car and any other motor vehicle.

We/Us/Our – DAS Legal Expenses Insurance Company Limited.

Legal cover
We agree to provide cover in accordance with this part, subject to the terms, conditions and exclusions as long as:

• the insured incident happens during the period of insurance for which a valid motor policy is in force and within the United Kingdom or abroad as specified in the “Using Your car abroad” section of your motor policy; and
• any legal proceedings will be dealt with by a court or other body which we agree to; and
• it is always more likely than not an insured person will recover damages (or other legal remedy) or make a successful defence

What we will cover following an insured incident

Uninsured Loss Recovery
1. We will negotiate to recover an insured person’s uninsured losses and costs.

Motoring Prosecution Defence
2. We will negotiate to defend an insured person’s legal rights if an insured incident leads to them being prosecuted for an offence to do with driving your car. If an appointed lawyer is used, we will pay the legal costs for this.

Legal Advice 24 Hour Helpline
We will provide a 24 hour Legal Advice Helpline. To obtain assistance or legal advice following an accident, simply phone the following number: 0870 010 0961.

What is the most we will pay?

Legal cover
1. The maximum amount we will pay for all claims that arise from the same insured incident is £50,000.

What is not covered

a) Any claim reported to us more than 180 days after the date an insured person should have known about the insured incident.

b) Any legal costs that are incurred before we agree to pay them.

c) Any claim relating to a contract involving your car.

d) Use of your car by any person who does not have valid motor insurance cover.

e) Any claim against an uninsured, unidentified or untraced motorist.

f) Fines, damages or other penalties which an insured person is ordered to pay by a court or other authority.

g) Any claim for motoring prosecution defence if the offence for which the insured person is being prosecuted – is for parking

– suggests an insured person has been dishonest.
Legal cover – Conditions
You must also refer to the Conditions and Exclusions on pages 7 to 10.

1. Claims Procedure
   An insured person must:
   • keep to the terms and conditions of this part of your policy
   • try to prevent anything happening that may cause a claim
   • take reasonable steps to keep any amount we have to pay as low as possible
   • send everything we ask for, in writing
   • give us full details of any claims as soon as is reasonably possible and give us any information we may need.

2. Handling the claim on your behalf
   a) We can take over and conduct in the name of an insured person, any claim or legal proceedings at any time before an appointed lawyer is appointed. We can negotiate any claim on behalf of an insured person.
   b) Before an insured person nominates a lawyer, we can appoint an appointed lawyer.
   c) The appointed lawyer will be a firm of independent solicitors who are governed by the Solicitors Regulation Authority and our authorised agents will receive a referral fee for certain categories of claim. You will be notified of the referral fee by the solicitors when they receive the claim.
   d) If we agree to start legal proceedings, or if there is a conflict of interest, an insured person can nominate an appointed lawyer by sending us the lawyer’s name and address. We may choose not to accept the nominated lawyer. If there is a disagreement over the choice of appointed lawyer, another lawyer can be appointed to decide the matter (see Condition 7).
   e) An appointed lawyer will be appointed by us and represent an insured person according to our standard terms of appointment. The appointed lawyer must co-operate fully with us at all times.
   f) We will have direct contact with the appointed lawyer.
   g) An insured person must co-operate fully with the appointed lawyer and must keep us up to date with the progress of the claim.
   h) An insured person must give the appointed lawyer any instructions that we ask for.
   i) The cover under this section will be invalidated in any circumstances in which the insured person:
      i) supplies us with inaccurate or misleading information.
      ii) unreasonably instructs us or the appointed lawyer to discontinue the claim.
      iii) acts against the advice of us or the appointed lawyer.

3. Termination of appointed lawyer
   If an appointed lawyer refuses to continue acting for an insured person with good reason, or if an insured person dismisses an appointed lawyer without good reason, the cover we provide will end at once, unless we agree to appoint another appointed lawyer.

4. Claims settlement
   a) An insured person must tell us if anyone offers to settle a claim.
   b) If an insured person does not accept a reasonable offer to settle the claim, we may refuse to pay further legal costs.
   c) An insured person must not negotiate or agree to settle a claim without our approval.
   d) We may decide to pay an insured person the amount of damages he or she is claiming instead of starting or continuing legal proceedings.

5. Legal costs
   a) If we ask, an insured person must instruct the appointed lawyer to have legal costs taxed, assessed or audited.
   b) An insured person must take every step to recover legal costs that we have to pay and must pay us any legal costs that are recovered.

6. Termination of a claim
   If an insured person stops a claim without our agreement, or does not give suitable instructions to an appointed lawyer, the cover we provide will end at once.
7. Disagreement over the appointed lawyer
If we and the insured person disagree about the choice of appointed lawyer, or about the handling of a claim, we and the insured person can choose another lawyer to decide the matter. We must both agree to this in writing. If we cannot agree with the insured person about the choice of the second lawyer, we will ask the President of a relevant national law society to choose a lawyer and determine apportionment of costs between the parties.

8. Cover on another policy
We will not pay any claim that is covered under any other policy, or any claim that would have been covered by any other policy if this cover did not exist.

9. Cancellation
We can cancel this cover at any time provided we tell you at least 7 days beforehand. You can cancel this cover at any time provided you tell us at least 7 days beforehand. If you cancel your motor policy or you cancel this cover there will be no refund of premium under this part.

10. How to make a complaint
We always aim to give you a high quality service. If you think we have let you down, please write to our Customer Relations Department at our Head Office address below:
DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
Or you can phone us on 0844 893 9013 or email us at: customerrelations@das.co.uk
Details of our internal complaint-handling procedures are available on request.
If you are still not satisfied, you can contact the Insurance Division of the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London E14 9SR.
You can telephone for free on:
• 08000 234 567 for people phoning from a “fixed line”
  (for example a landline at home)
• 0300 123 9123 for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02
You can email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk
Using this service does not affect your right to take legal action.

11. Data protection
To provide and administer the legal advice service and legal expenses insurance we must process your personal data (including sensitive personal data) that we collect from you in accordance with our Privacy Policy.

To do so, we may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give you legal advice, we may have to send information outside the European Economic Area.

In doing this, we will comply with the Data Protection Act 1998. Unless required by law or by a professional body, we will not disclose your personal data to any other person or organisation without your written consent.

For any questions or comments, or requests to see a copy of the information we hold about you, please write to the Group Data Protection Controller at our Head Office address below:
DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH

The Legal protection section is underwritten by DAS Legal Expenses Insurance Company Limited.

Our address
The Legal protection section is underwritten by DAS Legal Expenses Insurance Company Limited, The head and registered office:
DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol BS1 6NH.
Registered in England and Wales, number 103274 | www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Legal protection section is administered by DAS Law Limited.

The Head and Registered Office:
DAS Law Limited | North Quay | Temple Back | Bristol BS1 6FL.
Registered in England and Wales, number 5417859 | www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.
Part C
Breakdown Cover

Your statement of insurance will show whether you have cover under this part

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Data Protection Act – information uses
Terms and Conditions
This policy is a contract between us and you. We agree to pay for those costs set out in this policy, which occur during the period of cover and for which payment of the appropriate premium has been made and subject to the following policy terms and conditions.

The Conditions and Exclusions on pages 7 to 10 of your associated private car policy apply in addition to any conditions or exclusions stated in this part.

Definitions
Accident – means an accidental crash immobilising the insured vehicle.

Zurich private car policy – the motor insurance arranged by Zurich Insurance plc (which is taken out by the policyholder to cover a private car).

Breakdown – means unforeseen mechanical or electrical failure during the period of cover in the United Kingdom and Europe which has either immobilised your vehicle or made it unsafe to drive.

Certificate of motor insurance – means evidence of the existence of motor insurance as by law and which forms part of your associated private car policy.

Claim – means a call for assistance under this policy.

Europe – Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia (west of the Ural), San Marino, Serbia & Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (west of the Bosphorus), Ukraine.

Home – means the address where you live in the United Kingdom.

Period of cover – means the duration of your cover as stated in your policy documents.

Policy documents – means this policy wording and all associated documentation provided to you by Zurich on our behalf.

Resident of the United Kingdom – means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom.

Specialist equipment – is equipment not carried by RAC patrols or RAC contractors.

The party/Your party – means the persons including you, travelling with you in the vehicle.

United Kingdom/UK – means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Vehicle – means the vehicle specified in the fulfilment material as being eligible to receive services under this policy.

We/Our/Us/RAC – means RAC Motoring Services and/or RAC Insurance Limited.

You/Your – means the person(s) named in the policy documents when driving the vehicle, or any other person driving the vehicle with the owner’s consent.

Zurich – Zurich Insurance plc.

Important information
Disability discrimination
If you have any problems reading this booklet, you can always call our Customer Services on 0800 408 0975 for a large font or Braille version.

Choice of law
The laws of England and Wales govern your policy, unless you and RAC agree otherwise and the agreement has been put in writing by RAC.

Use of language
Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Telephone recording
For our joint protection, telephone calls may be recorded and/or monitored.
What to do if you breakdown
If you are unfortunate enough to breakdown, please follow these simple steps.

1. Call the appropriate number stated in the following table.
2. Have to hand your cover number and vehicle registration.
3. Advise the operator of the location of your vehicle and the nature of the fault.
   RAC will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call RAC first. Please do not go ahead and make your own arrangements as RAC cannot reimburse costs incurred without prior authorisation. Calls may be recorded and/or monitored.

Members with hearing difficulties can contact RAC through our Minicom Supertel unit on 0800 626 389 or use the SMS facilities on 7855 828 282. These services are not available for European incidents.

**UK**
0800 015 9978 (freephone)

**France and Monaco**
0800 290 112 (freephone within France and Monaco only)
0472 43 52 55 (pay call)

**Republic of Ireland**
1 800 535 005 (freephone)
00 44 800 107 9058* (pay call)

**Rest of Europe**
00 33 472 43 52 55 (pay call)

**Serbia and Montenegro**
99 33 472 43 52 55 (pay call)

**Azerbaijan, Belarus, Georgia, Russia, Ukraine**
810 33 472 43 52 55 (pay call)

* If you are calling from a UK mobile phone, your network provider may not allow you to call a freephone 1800 number. Please check with your service provider prior to travelling. Customers who are affected can contact us on 00 44 800 107 9058. Your network provider may charge you for this call.

**Breakdowns on motorways**
On continental motorways (including service areas) you MUST use the Roadside emergency telephones. You cannot call RAC control centres from these. You will be connected to the police or authorised motorway service, who will send a breakdown recovery vehicle. However, this will only be to the recovery company’s own depot if they cannot fix your vehicle – contact RAC using the numbers above as soon as you can, if possible from the recovery company’s depot. You may have to pay labour and towing charges on the spot – an authorised tariff is normally applicable. These items are covered and you should obtain a receipt to claim a refund on your return home.

**Mobiles and car phones**
RAC will not reimburse the cost of any telephone calls you make in connection with any breakdown under this policy (including mobile phone calls).

It may not be possible for an RAC control centre to call a mobile or car phone but when it is, you may still have to pay the cost of any international call. Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car phones vary from country to country. Please check with your service provider that your phone meets the requirements and standards for the countries in which you are travelling.

**Services provided**

**Service in the UK**
Cover applies to vehicles registered with the DVLA in Swansea or Northern Ireland only.

1. **Roadside**
   Your statement of insurance will show whether you have cover under this section.

   **What is covered:**
   If you are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a breakdown to your vehicle, we will send an RAC patrol or contractor to help you.

   We will try to repair your vehicle at the roadside. Roadside includes labour at the scene of the breakdown (but not labour at any garage to which the vehicle is taken).
If we cannot repair the vehicle at the roadside, and we believe repairs are unwise or cannot be completed within a reasonable time, we will take the vehicle and up to 8 people to a destination of your choice within 10 miles of the scene of the breakdown. If you have no preferred destination, we will take the vehicle to a nearby garage. If you wish the vehicle to be taken to any other destination, you will have to pay for the towage costs for the whole distance.

If you need to leave your vehicle at the garage we will reimburse you for taxi fares up to 20 miles (a receipt must be obtained).

What is not covered:
1. breakdowns which would be prevented by routine servicing of your vehicle
2. any labour other than that incurred at the roadside
3. replacing tyres or windows
4. missing or broken keys. We will try to arrange the services of a locksmith but you will have to pay for them
5. the cost of ferry crossings, road toll and congestion charges
6. vehicles being demonstrated or delivered by motor traders, or used under trade plates RAC to the rescue.
7. vehicles, which, according to our patrol or contractor, had broken down or were unroadworthy before you took out your policy
8. vehicles, which breakdown within 1/4 mile of your home address or where you normally keep the vehicle
9. contaminated fuel problems. We will arrange for your vehicle to be taken to a local garage for assistance, but you will have to pay for the work carried out
10. the cost of parts, fuel or other supplies
11. any vehicle storage charges incurred when you are using our services
12. labour at any garage to which the vehicle is taken
13. breakdown caused by or following an accident, fire, theft or act of vandalism. If you call us for assistance following such an incident you will be liable to pay us for removal. (Subject to the terms of your insurance policy, you can then reclaim these costs through your insurance)
14. the tow or transport of any vehicle, which, in our reasonable opinion, is loaded beyond its legal limit
15. any vehicle in a position where we cannot work on it or tow it, or wheels have been removed, we can arrange to rectify this but you will have to pay the costs involved
16. any animals in your vehicle, please note that their onward transportation is at our discretion and solely at your risk. We will not insure any animal, including livestock in transit, during any onward transportation we undertake.

2. Roadside & Recovery
Your statement of insurance will show whether you have cover under this section.

Roadside & Recovery has the same terms and conditions as Roadside but with the following variations.

What is covered:
If we cannot get your vehicle repaired locally within what we deem to be a reasonable time, we will take the vehicle and up to 8 people home or to a single address anywhere else within the UK. If there are more than 5 people this may require two separate Vehicles. An adult must accompany any persons under the age of 16.

You can use Recovery if you are ill, and there are no passengers who can drive the vehicle, so that you cannot continue your trip. You must show us a doctor’s medical certificate confirming your inability to drive (in these cases, we will provide this service as we see fit).
Recovery does not cover:
1. any vehicle which in our reasonable opinion was broken down or unroadworthy at the time you took out your policy
2. the use of Recovery as a way to avoid paying repair costs
3. a second Recovery if we consider that the original fault of a first Recovery has not been properly repaired
4. service within 24 hours of commencement of this policy.

3. Full UK breakdown
Your statement of insurance will show whether you have cover under this section.
Full UK breakdown has the same terms and conditions as Roadside & Recovery but with the following variations.

3.1 At home
At home has the same terms and conditions as Roadside but with the following variations.
What is covered:
At home allows you to use Roadside within 1/4 mile of your home address or where you normally keep the vehicle.

What is not covered:
1. the rectifying of failed or attempted repairs
2. the reimbursement of taxi fares
3. service within 24 hours of commencement of this policy.

3.2 Onward travel
Onward travel benefits must be arranged at the time of breakdown and cannot be requested later.
You are entitled to one of the following extra benefits once we have decided that we cannot get the vehicle repaired locally:
• replacement car hire.
• alternative transport costs.
• hotel accommodation.
You can use the Onward travel benefits from your home address or within 1/4 mile of your home address. This excludes incidents where we have been called to rectify failed repairs.

3.3 Replacement car hire
We will pay for:
1. up to two days hire cost of a manual car of similar cubic capacity to your vehicle up to 1600cc for the duration of the repairs to the vehicle in accordance with your onward travel entitlement, for one incident.
2. insurance (including collision damage waiver). Replacement car hire is subject to availability and our supplier’s terms and conditions, which will usually include:
   1. age limits
   2. the need to have a current driving licence, and, if held, a driving licence photo card, with you
   3. limits on acceptable endorsements
   4. the need to provide a valid credit card number (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the vehicle to you).
Hire cars are not usually available with a tow bar, and therefore your caravan or trailer will, if eligible, be recovered under Recovery with your broken-down vehicle.
If we decide that a hire car is not a practicable solution for any reason, hotel accommodation or alternative transport will be provided instead.
3.4 Alternative transport

We will reimburse you for standard class rail or other transport of our choice for up to 8 people to reach the end of their journey within the UK. We will pay up to £150 a person or £500 for a group whichever is less.

3.5 Hotel accommodation

We will arrange and reimburse you for one night’s bed and breakfast for up to 8 people in a hotel of our choice. We will pay up to £150 a person or £500 for each party whichever is less. You will have to pay for any extra hotel or transport costs.

3.6 Special medical assistance

Onward travel also provides special medical assistance. If you or one of your passengers is taken into hospital more than 20 miles from home we will arrange and pay for overnight accommodation for the other passengers, as described in ‘Hotel accommodation’ above.

We will also arrange for an ambulance to take the patient to a local hospital near to their home once medical permission has been given. Special medical assistance is not available for planned hospital visits.

What is not covered:

1. A second use of the Onward travel benefits if the original fault has not been properly repaired.
2. Other charges arising from your use of the hire car, such as fuel costs, deposit, any insurance excess charges, collecting and returning the vehicle and any costs due to you keeping the car after the agreed period of hire (you must settle these charges directly with the supplier).
3. If you require a second or any other type of vehicle we will try to arrange this for you. You will have to pay for any additional costs.
4. If you are unfortunate enough to have an incident with the hire vehicle and you make an insurance claim, you will be responsible for paying any excess.
5. Service within 24 hours of commencement of this policy.
6. Breakdowns in the UK resulting from road traffic accidents, vandalism, fire or theft.

4. Full UK & European Breakdown

Your statement of insurance will show whether you have cover under this section.

Full UK and European breakdown has the same terms and conditions as Full UK but with the following variations.

European cover applies to vehicles registered with the DVLA in Swansea or Northern Ireland only.

European cover operates within all countries defined as Europe on Page 29.

4.1 Service in the UK en route to Europe

If you are stranded on a public highway through breakdown of your vehicle on the outward journey from home to your point of departure from the UK or on the inward journey from your point of entry to the UK to home, we will provide services as if you were in Europe.

In addition we will pay a contribution of up to £750, towards the cost of self-drive hire car including collision damage waiver and replacement Green card as necessary, to complete the planned journey if RAC confirms your vehicle cannot be repaired within 24 hours.
4.2 Service whilst in Europe

You are covered for any number of trips, each up to 90 days in duration but not for longer stays and provided the outward and return journeys are completed in the period of cover.

In the event of a breakdown we will pay for the following subject to the limitations for each section as described in the policy description:

We will pay for:
1. attendance of local breakdown or garage services to repair the vehicle at the roadside if possible; or
2. tow of the vehicle from the place of breakdown or accident to the nearest local repairer where you may arrange repairs and either:
   a) a contribution towards labour charges at a garage if it is possible to effect the repairs necessary to enable the vehicle to continue the journey on the date of breakdown; or
   b) inspection fees, in the event of a breakdown, to confirm that the vehicle cannot be repaired by your return travel date and your request for assistance will include authorisation for us to arrange this; and
3. storage charges for the vehicle while awaiting repair or repatriation
4. the cost of wheel changes but not for replacement tyres.

We will not pay for:
1. any labour costs other than those incurred at the roadside. We will not pay labour costs at any garage to which the vehicle is taken other than under paragraph 2 above
2. repair costs, including labour, if the vehicle was in a road traffic accident, damaged by fire or stolen or is uneconomical
3. the cost of parts used for roadside or garage repairs
4. the cost of any repairs not directly necessary to enable the vehicle to continue the journey on the date of the breakdown

5. the cost of any other supplies, including but not limited to specialist equipment.

If we cannot repair the vehicle within 12 hours of being notified of a breakdown, then we will pay for either:
   a) additional accommodation expenses we will pay up to £30 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while you wait for your vehicle to be repaired, providing the appropriate RAC control centre can confirm repairs will take more than 12 hours, or if it is to be repatriated to the United Kingdom.

We will not pay for:
1. the costs of meals and any extra costs. or
   b) journey continuation or return home.

If the appropriate RAC control centre can confirm repairs to your vehicle will take more than 12 hours, or if your vehicle is to be repatriated to the United Kingdom, a contribution to travel expenses to allow you to:
   1. continue the planned journey during the period your vehicle is not roadworthy
      or
   2. return home by direct route.

Expenses can comprise self-drive car hire up to 14 days per claim, including collision damage waiver (see “Important self-drive hire car information”) and replacement Green card as necessary, or second/standard class rail, or a combination of both. RAC will in its sole discretion decide which course of action to adopt, but RAC will take into consideration your preference.

You must collect the vehicle when repaired as once the vehicle is repaired and you have been notified, RAC will not pay any further expenses other than the costs of collection.

This benefit is also available if your vehicle is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if and when your vehicle is recovered in a roadworthy condition.
We will not pay for:
1. fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car
2. the cost of any car hire beyond the period agreed with the appropriate RAC control centre
3. any car hire expenses after your vehicle is repaired except for the direct journey to return and collect it
4. first class rail fares
5. any costs under this benefit if they are for a service you used at the same time as the above section “Additional accommodation expenses”
6. international drop charges where a vehicle hired from Europe is dropped within the UK
7. the costs of hiring a motorcycle
8. any hire costs not arranged through RAC or agreed by RAC.

4.3 Vehicle repatriation

If RAC can confirm that repairs cannot be completed by your planned return date to the United Kingdom and providing the cost of repatriation is not uneconomical we will pay for vehicle repatriation to the United Kingdom.

We will pay for the cost of taking the vehicle by road transporter from Europe to your home or chosen UK repairer for repair.

We will also pay the costs of packing and freighting your baggage if the vehicle is declared a ‘Write-off’ by the vehicle’s insurers.

When repatriation is authorised it normally takes 10-14 working days for delivery to a UK address from most west European countries. At busy times and from east European countries it may take longer.

If the vehicle has been fitted with a roof box or bicycle rack, you must remove and place it inside the vehicle. The roof box keys need to be left with your vehicle keys.

We will not pay for:
1. Claims for any repatriation not authorised by the appropriate RAC control centre
2. the cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the UK market value of your vehicle according to Glass’s guide
3. the cost of repatriation if your vehicle is roadworthy
4. any claim if your vehicle is being repatriated and Customs in any country find its contents are breaking the law
5. any further costs in connection with the vehicle once declared a write-off by us.

4.4 Collection of Vehicle from Europe

We will pay up to £600 for the following costs for one person to collect your vehicle, repaired abroad after a breakdown.

1. Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
2. Additional homeward cross channel ferry or rail fare for the repaired vehicle (calculated by taking the actual fare less the value of any unused homeward portion of your original cross channel ticket).
3. Up to £30 per night for single room hotel accommodation necessary to complete the round trip (limited to room only).

We will not pay for:
1. first class rail fares
2. the cost of any meals
3. the costs of more than one person.

Note: The appropriate RAC control centre will make the sole decision whether your vehicle should be repaired in Europe for you (or someone nominated by you) to return and collect.
4.5 Authority for repatriation or repair

If your vehicle is not able to be driven due to a road traffic accident, fire, break-in or theft, any damage which you are entitled to have repaired by Zurich must be reported to them immediately.

Zurich must decide whether to declare the vehicle is a write-off, authorise repair abroad or have the vehicle repatriated. We cannot repatriate the vehicle unless Zurich first give their permission.

We also reserve the right to negotiate with them to reclaim costs incurred. If Zurich cannot or do not give permission to repatriate then it is our decision alone whether to declare the vehicle a write-off, or repatriate or repair locally a vehicle which cannot be driven as a result of a breakdown, or as a result of a road traffic accident, fire or theft, for which you do not have fully comprehensive cover.

5. Additional Services

We will pay for the costs of providing the following if applicable.

5.1 Vehicle break-in, emergency repairs

We will treat your vehicle as if a breakdown had occurred and you will be entitled to all of the services set out in this document except vehicle repatriation.

We will pay:

1. the cost of immediate emergency repairs, up to £175, necessary to make your vehicle secure in the event of damage to window, locks or windscreen caused solely by forcible entry, or attempted forcible entry provided you report the matter to the police either before contacting us or within 24 hours of contacting us, and you have obtained a written report from the police.

We will not pay for:

1. the cost of repairs if they are not to make your vehicle secure and for the reasons stated
2. any repair costs if you do not obtain a police report and submit it with your claim.
3. repatriation benefits as described under the section entitled vehicle repatriation.

5.2 Spare parts dispatch

If as a result of a breakdown your vehicle needs parts but these are unavailable locally we will pay for:

1. freight, handling and ancillary charges for dispatch of spare parts not obtainable locally
2. the fare for one person to collect parts from the appropriate railway station or airport.

We will not pay for:

1. the cost of parts themselves, which must be paid on receipt.
   When telephoning the RAC control centre you will be asked for your card details. Alternatively you will be asked to pay for the part(s) direct to the repairer.

5.3 Accidental damage to or loss of tent

We will pay:

1. up to £35 per person per day contribution to accommodation expenses if during the period of cover you are camping and your tent is damaged accidentally making it unusable, or it is stolen.

Alternatively, we may at our option authorise the cost of a replacement tent. If your tent is stolen you must report the theft to the police within 24 hours and obtain a written report.

We will not pay for:

1. the cost of meals or any other costs
2. damage caused by weather conditions
3. the cost of a replacement tent not authorised by us
4. any costs if your tent was stolen and you do not report the theft to the police within 24 hours and obtain a written report.
5.4 Urgent message relay service

**We will pay for:**
1. the cost of relaying urgent messages from the appropriate RAC control centre to your immediate relatives or close business associates if the vehicle cannot be driven because of breakdown, accident or fire or if it is stolen.

**We will not pay for:**
1. the cost of non urgent messages or messages to persons not described in the previous paragraph
2. the cost of relaying any urgent message not arranged through the appropriate RAC control centre.

5.5 Replacement driver

**We will pay for:**
1. the cost of providing a replacement driver to drive your vehicle and your party to your destination or home, if a registered doctor declares you medically unfit to drive and you are the only qualified driver.

**We will not pay for:**
1. replacement driver cost if there is another qualified driver in the party who is fit to drive.

5.6 Customs claims indemnity

**We will pay for:**
1. the vehicle is beyond economic repair as a result of fire or theft in Europe during the journey and it has to be disposed of abroad under Customs supervision
2. it is stolen in Europe during the journey and not recovered. RAC will deal with necessary Customs formalities.

To arrange, please call: RAC European Support, 0870 549 3320 Monday to Friday 9am-5pm.

**We will not pay any import duties not relating to the vehicle.**

There is an overall limit of £2500 per claim applied to the European section of this policy.

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**European claims procedure and conditions**

When providing assistance we make every effort to meet on your behalf all costs within the claim limit. However, in some instances you may be asked to pay locally and reclaim costs on your return to the United Kingdom. There may also be occasions when you arrange and pay for assistance direct and wish to reclaim the cost.

RAC European Motoring Assistance claims are handled by:

RAC Customer care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ.

If you have paid any cost which you believe is covered under your policy, please telephone us for a claim form immediately on your return home, quoting your policy reference number. When returning your completed claim form you should enclose relevant original receipts (not photocopies).

If you have any enquiries relating to repatriations or claims associated with our European Service, please contact us on 0870 549 3220.

Payment of claims depends on you complying with the following conditions for all of your policy:

1. you must keep all relevant original receipts (not photocopies) as they will be needed for any claim. We may refuse to pay expenses you are claiming back if you cannot provide original receipts or bills for the items you have paid.
2. you must make any claim on an RAC claim form, please bring your claim to our attention as soon as you can (if possible within 28 days) after you return to the United Kingdom. Claims which are not on an RAC claim form will not be accepted. This does not affect your statutory rights to take legal action in or exercise any other legal remedy.
3. if we pay out money for you under your policy we can take over your right to get that money back. You must cooperate with us as much as possible if requested by us.
4. you must do all you can to prevent accident, injury, loss or damage, as if you were not covered under your policy.
5. you must forward to us any writ, summons, legal document or other communication about the claim as soon as you receive them.
6. you must obtain any original receipts, certificates, police reports, evidence, etc and give all the information and help we may need at your expense. This includes medical certificates and details of your household insurance if necessary.
7. **you** must not admit liability or offer or promise payment without our written permission.

8. **you** must, within 7 days of any request from us, send to us copies of any European accident statements (called a “Constat d’amiable” in France) and/or any police reports should **you** use the policy following a road traffic incident.

**General Conditions**

The Conditions on pages 7 to 10 apply in addition to the conditions stated below.

**Credit card details**

**We** will require your credit card details if we arrange a service for **you** which is not covered by your policy or if it exceeds the policy limits set out in the part entitled “policy description”. If **you** do not provide us with your credit card details RAC will not be able to provide certain services which will be notified to **you** when credit card details are requested.

**Motorcycles**

The policy covers motorcycles on the same basis as other eligible vehicles. However, it is not possible for us to hire a motorcycle if a replacement vehicle is required. A hire car or alternative transport will be arranged, whichever is most suitable. **We** are also unable to hire a trailer for **you** to transport your motorcycle.

**Caravans and trailers**

The vehicle restrictions in this policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7 metres. If the vehicle which has suffered a breakdown is towing a caravan or trailer and **we** provide Recovery, the caravan or trailer will be recovered together with the vehicle to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this policy.

We do our best to find solutions to motoring problems, but we regret we cannot arrange a replacement caravan or trailer in the event of breakdown or accident damage which cannot be repaired. It is also virtually impossible to hire vehicles with tow bars and it may become necessary to repatriate a caravan or trailer together with a towing vehicle which cannot be repaired abroad by the return date.

**Unforeseeable losses or events**

Except in relation to any claim **you** may have for death or personal injury, if **we** are in breach of the arrangements under this contract, **we** will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example loss of profit, loss of revenue or anticipated savings, loss of contracts, or for any business losses.

**We** do not guarantee the provision of any of the benefits under this document, if there is anything beyond **our** reasonable control or the reasonable control of any service provider which prevents **us** or a service provider from providing that benefit. Benefits may be refused if **you** or any of your party behaves in a threatening or abusive way to any persons providing service.

**Taxi bookings**

In some circumstances it can be quicker and easier for **you** to arrange a taxi. **We** may ask **you** to make your own arrangements for taxi service. If so please send your receipts to us and **we** will reimburse **you**.

**Service providers**

The garages, breakdown/Recovery companies, repairers, car hire companies and other third party service providers whose services are arranged by RAC on your behalf and/or paid for under the policy by RAC on your behalf are not approved by RAC. They are not agents of RAC and RAC cannot be held liable for acts or omissions of such garages or other third parties. **You** are responsible for authorising repairs and making sure any repairs to your vehicle are carried out to your satisfaction.

**Vehicle condition**

**Your vehicle** must be roadworthy and in good mechanical condition when **you** apply for cover and **you** must keep it in that condition.

**Fraud**

If any claim is found to be fraudulent in any way your policy will be cancelled immediately and all claims forfeited.
Service in Europe

Motor insurance
RAC European cover is not motor vehicle insurance. We strongly recommend you tell Zurich before taking your vehicle abroad. If you do not, your insurance policy will only cover you for damage you might cause to other people or their property (third party cover). This means that you will not be covered for any loss or damage to your vehicle. Zurich will also need to know if you are towing a caravan or trailer.

Availability of service in eastern Europe
Every effort is made by RAC to make sure that a good quality service is provided in eastern European countries but this may not necessarily be to the same standards as in western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc. you should also be aware that unleaded fuel may not be widely available.

Service in certain countries may become disrupted or unavailable due to prevailing conditions, for which RAC cannot accept liability. Information can be obtained from the Foreign & Commonwealth Office www.fco.gov.uk or by telephoning The FCO Travel Advice Unit on 0870 606 0290.

Important self-drive hire car information
We will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, your vehicle, if there is one available. If you were travelling in an MPV or similar vehicle we may arrange two hire cars.

We will only arrange this if there are two qualified drivers in your party.

Otherwise, we will arrange alternative means of transport. Self-drive car hire arranged under your policy will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence endorsements, etc.

The driver must also have held a full UK driving licence or equivalent for a minimum of 1 year (2 years for France).

Your credit card details will also be required as security for the hire and to cover extras such as top-up of the fuel tank when returning the vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire vehicle must be the same. Switch cards and debit cards are not acceptable.

If you leave a hire car at a different location to the one arranged by the RAC control centre you must pay any collection charge which may be made.

Please note that many car hire companies across Europe charge a damage excess which is not covered by the collision damage waiver (CDW). This means that if the car is damaged during the hire period you could be liable for the equivalent of the first £150- £550 (approximately) and have your credit card charged.

In some cases the amount could be higher and varies according to hire company, category of hire car and location. The CDW covers the amount above the excess.

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and eastern Europe international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete your journey. A car hired abroad must not be brought into the United Kingdom.

A second car hire will be arranged for the United Kingdom part of your journey.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class Vehicles and cannot guarantee the hire of minibuses or vans.

We will not be responsible for any delays in obtaining a hired vehicle and cannot guarantee to provide it in time to connect with your prebooked ferry, etc. you may have to collect a hired vehicle from the nearest available place of supply.

Special requirements for Vehicles with over 9 seats
The supply of minibuses as a replacement vehicle can often prove difficult. When one is available the following regulations apply:

Drivers must be at least 21 years old and have a full year’s car driving experience. Special documents and tachographs are mandatory throughout the EU. For more information contact your local Department of Transport Area Office for details.

Repayment of credit
You must pay back to us on demand:
1. any costs we have paid for which you are not covered under your policy
2. the cost of any spare parts supplied.

Spares dispatch
After you have asked the appropriate RAC control centre to dispatch parts you are responsible for paying for them in full, even if you later obtain them locally.

We will arrange to dispatch parts as quickly as possible but delays will occur at weekends and bank holidays. We will not be responsible for manufacturers’ or suppliers’ errors, loss or damage of parts in transit or any delay in delivery.
General Exclusions

The Exclusions on pages 7 to 10 apply in addition to the exclusions stated below.

Your policy does not cover:

1. costs for anything which was not caused by the incident you are claiming for
2. 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 or which breakdown as a result of a motor sport event which takes place on permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park) or rally circuit. For example, vehicles participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but vehicles participating in any off-road rally will not be covered
3. the cost of all parts, garage, labour or other costs in excess of your policy limits set out in the part entitled “policy description”. Please note these costs in Europe are likely to be higher than in the UK
4. loss caused by any delay, whether the benefit or service is being provided by us or someone else (for example a garage, hotel, car hire company, carrier, etc)
5. any incident affecting a vehicle hired under the terms of your policy
6. routine servicing of your vehicle, replacing tyres, missing or broken keys, or replacing windows. We may be able to arrange for the provision of these services but you must pay any costs incurred.
   Note: Keys which are locked inside a vehicle are covered and we can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at your risk
7. any claim caused directly or indirectly by:
   a) your property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority
   b) war, invasion, civil unrest, revolution, terrorism or any similar event
8. any claim caused directly or indirectly by the overloading of your vehicle and/or any caravan or trailer
9. any claim as a result of vehicle breakdown due to:
   a) running out of oil or water
   b) frost damage
   c) rust or corrosion
   d) tyres which are not roadworthy
   e) using the incorrect fuel
10. any claim caused directly or indirectly by the effect of intoxicating liquors or drugs
11. any claim where your vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence
12. any claim which you have made successfully under any other policy of insurance held by you. If the value of your claim is more than the amount you can get from your other insurance we may pay the difference subject to policy limits and exclusions
13. the cost of any transportation, accommodation or care of any animal. Any onward transportation is at our discretion and solely at your risk. We will not insure any animal during any onward transportation we may undertake
14. any period outside your period of cover
15. any vehicle other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility vehicle and provided that the vehicle conforms to the following specification:
   a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM)
   b) maximum overall dimensions of: length 5.5 metres; height 3 metres; width 2.25 metres (all including any load carried).

The vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7 metres. If the vehicle which has suffered a breakdown is towing a caravan or trailer and we provide Recovery, the caravan or trailer will be recovered together with the vehicle to a single destination. Other than as set out above caravans and trailers are not covered by this policy. If the vehicle requires repatriation we will arrange for repatriation of the caravan or trailer as well.
16. any claim by you unless you are resident of the United Kingdom and the vehicle is registered with the DVLA in Swansea or Northern Ireland

17. any vehicle which is not in roadworthy and good mechanical condition at least 7 days before any booked trip to Europe within your period of cover. You must also make sure it is serviced as the manufacturer recommends

18. any vehicle carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during vehicle construction and to the manufacturer’s specification

19. your vehicle if it is unattended

20. any personal effects, valuables or luggage left in your vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the vehicle. These are your responsibility

21. specialist equipment costs. We will, however, arrange for the specialist services if needed, but you will have to pay for any additional costs direct to the contractor

22. Any costs which are not directly covered by the terms and conditions of this policy.

Your right to cancel
You may cancel your cover up to 14 days after receipt of this policy, subject to no claim having been made under this cover. We will refund your premium, less a charge for the period you have been insured. If you do not exercise this right to cancel your cover, it will remain in force for the term of your associated private car policy and you will be required to pay the premium. If you want to cancel after 14 days no refund will be payable. This cover will be automatically cancelled if your associated private car policy with Zurich is cancelled. No refund will be given unless the cancellation is within the 14 day period described above.

Caring for our customers
We are committed to providing you with the highest standard of service and customer care. We realise, however, there may be occasions when you feel you did not receive the standard of service you expected.

Should you have cause for complaint about any aspect of the service we have provided to you, please contact us at the relevant address indicated and we will work with you to resolve your complaint.

We will deal promptly with your query. Unless we can satisfactorily resolve your complaint within 24 hours we will send you an acknowledgement within 5 working days, along with a leaflet outlining our complaints procedures and any rights you may have to refer the matter to the Financial Ombudsman Service. Please quote your full name, membership or policy number and where applicable your vehicle registration in any communication. If you have used our breakdown service and are dissatisfied with any aspect of the service, please bring the complaint to our attention as soon as you can (if possible, within 28 days of becoming aware of it). This does not affect your statutory rights to take legal action or exercise any other legal remedy.

Please write to us at:
Breakdown Customer care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ.

If you are dissatisfied with any other aspect of RAC’s services, please contact us at:
Membership Customer care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4ZZ.

If you are dissatisfied with the service you have received under your European Cover, please write to us at:
Breakdown Customer care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ.

Freephone from the UK on 0800 107 5861 or from Europe on 00 44 161 332 1040 or Fax 01922 746 528.

Alternatively, email customercareoperations@rac.co.uk
Financial Ombudsman Service contact details are as follows:
**You** can telephone for free on:
- 08000 234 567 for people phoning from a “fixed line” (for example a landline at home)
- 0300 1239 123 for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.
**You** can email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

**Data Protection Act – information uses**

For the purposes of the Data Protection Act 1998, the data controller in relation to the information **You** supply is RAC Motoring Services (RACMS), (Company No: 1424399), Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

RACMS will share the information **you** provide, together with other information, with our group companies. **We** (RAC group companies) may use this for administration, customer services and profiling your purchasing preferences. **We** may disclose your information to our service providers and agents for these purposes. **We** may keep your information for a reasonable period to contact you about our services. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **we** will ensure that anyone to whom **we** pass your information agrees to treat your information with the same level of protection as if **we** were dealing with it.

When you give us information about another person, you confirm that they have authorised you to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

**You** have the right to ask for a copy of your information (for which **we** will charge a small fee) and to correct any inaccuracies.

**Sensitive data**

By proceeding with this contract you give us consent to use your sensitive personal data e.g. health data for your registration under the Motability Scheme (if appropriate), solely for the purposes for which you submit it.

Provided by RAC Motoring Services Registered No 01424399 and/or RAC Insurance Ltd Registered No 2355834. Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Authorisation can be checked by visiting the FCA website at http://www.fca.org.uk/register or by contacting the FCA on 0845 606 1234.
Part D
Personal Accident Cover

Your statement of insurance will show whether you have cover under this part

If an insured person sustains bodily injury during the effective time and within the territorial limits, the underwriters agree to pay the benefit to the insured person provided that such bodily injury is sustained during the period of cover.

Definitions
The following key words which are listed in alphabetical order have the same meaning wherever they appear. These definitions apply to this part.

The Conditions and Exclusions on pages 7 to 10 of your associated private car policy apply in addition to any conditions or exclusions stated in this part.

Accident/Accidental – A sudden and unforeseen event which occurs after the cover start date, resulting in bodily injury including assault.

Assault – Shall mean a sudden, unexpected attack by an unknown third party with deliberate intent to cause bodily injury at an identifiable time and place following a road incident within the territorial limits.

Associated private car policy – The motor insurance arranged by Zurich (which is taken out by the policyholder in their name to cover a private car).

Benefit – The amount shown in the Table of Benefits.

Bodily injury – Any injury which is caused by accidental means or following assault, and which within 104 weeks from the date of the accident shall, solely and independently of any other cause, result in the insured person’s death, loss of limb(s) or loss of eye(s), loss of hearing, loss of speech or permanent total disablement.

Cover – This Personal Accident Cover.

Certificate of insurance – The policyholder’s associated private car policy certificate.

Effective time – Whilst travelling in, getting into or out of an insured private car, which is being driven by the policyholder or a named driver.

Insured person – The policyholder, named drivers and all their passengers.

Insured private car – The private car defined in the associated private car policy and any temporary replacement for this vehicle whilst it is being repaired.

Loss of eye or eyes – Shall mean the permanent and total loss of sight, which shall be considered as having occurred

a) In both eyes if the insured person’s name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

b) In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the insured persons see at 3 feet what they should see at 60 feet).

Loss of hearing – Total, permanent and irrecoverable loss of hearing.

Loss of limb or limbs – Shall mean the permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs.

Loss of Speech – Total, permanent and irrecoverable loss of speech.

Period of insurance – As defined on the certificate of insurance. Not to exceed 12 months from the policy start date.

Permanent total disablement – Shall mean disablement caused other than by loss of limb, eye, hearing or speech, which has lasted for 52 consecutive weeks and will in all probability prevent the insured person from engaging in gainful employment of any and every kind for the remainder of their life.

Policyholder/You/Your – The person who has taken out the contract for associated private car policy and has selected and arranged payment for Personal Accident Cover and who is named as policyholder on the certificate of motor insurance.

Territorial limits – Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney.

Underwriters/Us/Our/We – Shall mean Ultimate Insurance Company Limited registered in Gibraltar (Registered Number 103362) Registered Office, Suite 913, Europort, Gibraltar. Home State: Gibraltar. Ultimate Insurance Company Limited is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act of Gibraltar to carry on insurance business and is a member of the United Kingdom’s Financial Services Compensation Scheme and the Association of British Insurers (ABI). The companies details can be checked by visiting the Gibraltar Financial Services Commission website at http://www.fsc.gi/fsclists/insulist.aspx Ultimate Insurance Company is registered with the FCA under number 522727 this can be checked at www.fca.org.uk

Zurich – Zurich Insurance plc
Claims
On the happening of any occurrence likely to give rise to a claim you must notify the underwriters in writing as soon as reasonably possible and in any event within 60 days of the date of the occurrence. You must at your expense, provide any certificates, information and evidence that may from time to time be required by the underwriters and in the form prescribed by them. The underwriters shall be allowed, at its own expense and upon reasonable notice to you, to have a medical examination of the insured person. If any claim submitted under this cover shall be in any respect false or fraudulent, the underwriters shall be under no liability to make any payment in respect of such a claim.

Communications
All communication is to be in English.

Interest
No benefit payable shall carry interest.

Interpretation
Any word or expression to which specific meaning has been attached shall bear the same meaning wherever it appears. All cover is issued under the terms, Definitions, Provisions, Exclusions and Conditions of this cover.

Rights of Third parties
The parties do not intend any term of this agreement to be enforceable pursuant to the Contracts (Rights of Third parties) Act 1999.

Cancellation
You may cancel your cover up to 14 days after receipt of this documentation, subject to no claim having been made under this cover. We will refund your premium, less a charge for the period you have been insured. If you do not exercise this right to cancel your cover, it will remain in force for the term of the associated private car policy and you will be required to pay the premium. If you want to cancel your cover after 14 days no refund will be payable.

This cover will be automatically cancelled if your associated private car policy with Zurich is cancelled. No refund will be given unless the cancellation is within the 14 day period described above.

Personal Accident Cover is underwritten by Ultimate Insurance Company Limited.

Table of Benefits

Bodily Injury Amount Payable
1. Accidental death £30,000
2. Loss of limb or limbs £30,000
3. Loss of eye or eyes £30,000
4. Loss of hearing £30,000
5. Loss of speech £30,000
6. Permanent total disablement £30,000

Payment of Benefits
a) Only one of the Benefits 1 to 6 will be payable in connection with one insured person in respect of any one accident.
b) If an insured person is under 16 years of age, benefit 1 – accidental death, will be £7,500.
c) Any disability which existed prior to an insured person sustaining bodily injury shall be taken into account when calculating the benefit payable.

The underwriters shall not be liable in respect of any claim:
1. Directly or indirectly resulting from:
   a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power and any act of terrorism.
   b) The insured person committing, or attempting to commit suicide or intentional self-injury.
   c) Childbirth or pregnancy.
   d) Motor racing, rallies, competitions, speed tests or the like.
   e) The insured person being under the influence of, or being affected by alcohol or drugs, other than drugs taken under the direction of a qualified medical practitioner.
2. Where the insured person has attained the age of 80 years on or before the date of the accident.
3. Involving the use of vehicles other than an insured private car.

Choice of Law
English law will apply to this cover unless before it is issued, the underwriters make a written agreement saying otherwise.
To make a claim
Please contact the appointed claims handlers:
Ultimate Insurance Solutions Limited
Fifth Floor, The Connect Centre, Kingston Crescent, North End,
Portsmouth, Hampshire, PO2 8DE
Tel: 0843 309 4507

Caring For Our Customers
Zurich is committed to providing you with a high level of customer service at all times. However, if our service ever falls below the standard you would expect, please contact us, either by phone, letter or e-mail as detailed in your associated private car policy.

Alternatively you can write to Ultimate. The address is: The Quality Manager, Ultimate Insurance Solutions Limited, The Connect Centre, Kingston Crescent, Portsmouth, PO2 8DE

If you remain dissatisfied you can contact Complaints Department, Ultimate Insurance Company Limited, Suite 913, Gibraltar or email complaints@uicl.eu.

Should we fail to offer you a final response within eight weeks of the initial date of your complaint, or if you are not satisfied with our response, you may refer the dispute to the Financial Ombudsman. You can write to the Ombudsman at:

You can telephone for free on:
• 08000 234 567 for people phoning from a “fixed line” (for example a landline at home)
• 0300 1239 123 for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.
You can email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Nothing in this process will adversely affect your legal rights.
Part E
Excess Protect Cover

Your statement of insurance will show whether you have cover under this part.

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. Our FCA Register number is 202664. You can check this on the FCA’s register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Who is eligible to purchase this policy?
Any person:
1. Permanently resident in the United Kingdom (England, Wales, Scotland and Northern Ireland), Channel Islands and the Isle of Man.
2. Any person who has a current full and valid UK driving licence, or holds a full internationally recognised licence.
3. Who has an associated private car policy.

Definitions
Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this part.

The Conditions and Exclusions on pages 7 to 10 of your associated private car policy apply in addition to any conditions or exclusions stated in this part.

Annual aggregate limit – annual aggregate limit means the maximum amount payable in the period of insurance as shown in your statement of insurance.

Associated private car policy – The motor insurance provided by Zurich (which is taken out by the policyholder in their name to cover a private car).

Certificate of motor insurance – Evidence of the existence of motor insurance as required by law which forms part of your motor policy.

Cover – Excess Protect Cover.

Excess – Means the amount you must pay under the terms of your associated private car policy.

Incident – Means each claim occurrence during the period of insurance.

Motor insurer – Means an authorised and regulated UK motor insurer.

Motor vehicle – Motor vehicle (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry not more than seven passengers.

Named drivers – Means drivers in addition to you who are permitted to drive under the terms of your Motor Insurance policy.

Period of insurance – This policy runs along with your associated private car policy, and if your associated private car policy is cancelled/not renewed, all cover under this insurance will end.

Waived or Reimbursed – Means where a third party has already made good which is the first amount of any claim on your associated private car policy.

We/Us/Our – Means Inter Partner Assistance SA UK Branch, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, United Kingdom and ClaimEz (SIS), PO Box 70931, London, SW20 2EE.

You/Your/Insured person – Means the person whose name appears at the top of your certificate of motor insurance.

Zurich – Zurich Insurance plc.
What is covered

1. Cover is provided for the excess that you are responsible for following the successful settlement of any loss, destruction or damage claim for your motor vehicle under your motor insurance policy in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. Where you were at fault the claim will be settled when we are in receipt of the settlement letter from your motor insurer. For claims where you were deemed either partially at fault or not at fault if your excess is not recovered from the third party within 6 months from the date of incident we will reimburse any excess payment for which you have been made liable up to the annual aggregate limit insured under the policy.

2. Cover will only operate when the excess of your motor insurance policy is exceeded and following the successful claim payment.

3. The maximum amount payable during the policy (the annual aggregate cover limit) is shown on your statement of insurance.

Coverage limits available:
- £300 in any one policy period
- £500 in any one policy period
- £750 in any one policy period

What is not covered

Any claim that your motor insurance policy does not respond to or the excess there under is not exceeded.

Any claim that is refused under your motor insurance policy.

Any claim where the motor vehicle is being used
- a) for commercial business use
- b) for hire and reward
- c) for any purpose in connection with the motor trade
- d) in any competition, trial, performance test, race or trial of speed, including off-road events, whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event

Any claim under your motor insurance policy which occurred prior to the period of insurance as shown on your certificate of insurance or confirmation of coverage that you were aware was an imminent claim.

Any claim notified to us more than 31 days following the successful settlement of your claim under your motor insurance policy.

Any contribution or deduction from the settlement of your claim against your motor insurance policy other than the stated policy excess for which you have been made liable.

Any claim that has been waived or reimbursed.

Any liability you accept by agreement or contract, unless you would have been liable anyway.

Any claim arising from glass repair or replacement.

Any claim arising from breakdown or misfuel.

Any claim resulting from war and/or terrorism.

Any claim resulting from:
- ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
- radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

General Conditions Applicable To this part

The Conditions and Exclusions on pages 7 to 10 of your associated private car policy apply in addition to any provisions or exclusions stated in this part.

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

1. The Excess Protect Cover will continue to respond for the period of the insurance or until your chosen level of indemnity on this Excess Protect Cover is exhausted; which ever comes first.

2. The insurance policy that you have must be a current and valid private motor insurance policy that is provided by Zurich.

3. The policyholder as stated on the statement of insurance must match the lead name of the individual on the main policy that has responded and to which this policy will respond to the amount of the excess.
4. In the event that any misrepresentation or concealment is made by you or on your behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.

5. Right of Recovery – we can take proceedings in your name but at our expense to recover for our benefit the amount of payment made under this policy.

6. Other Insurance – If you were covered by any other insurance for the excess payable following the incident, which resulted in a valid claim under this policy, we will only pay our proportionate share of the claim.

7. Reasonable Precautions – you must take reasonable steps to safeguard against loss or additional exposure to loss.

8. Keeping to the terms of this policy – we will only give you the cover that is described in this policy if any person claiming cover has met with all its terms and the terms of the Excess Protect Cover, as far as they apply.

Notification of a Claim

Making a claim
Your claim will be handled on the insurer’s behalf by ClaimEz. ClaimEz is an online web based system managed by Strategic Insurance Services Limited (SISL) who, whilst handling claims, is acting as an agent of the insurer.

The claim process has been specifically designed to make it as quick and efficient as possible to process and handle your claim. You will be asked to provide your scheme code which can be found on the Zurich website at www.zurich.co.uk/excess-protect-claims

Via the internet:
Visit our claims website: www.claimez.com where you will be able to register your claim, enter all the necessary details and upload the documents that will be specified to you. Our internet solution is the quickest and easiest way to submit Your claim to Us.

Or by phone:
Please call ClaimEz on 0203 503 0500 to notify us of your claim. Some initial details will be taken and you will then be sent a claim form by post to complete and return to us along with supporting documentation that will be specified to you. When calling us, please have your policy number to hand. Please note that a postal claim may take significantly longer to settle than an online claim, especially if We need to write to You to request additional information.

Making a claim complaints procedure
We do everything possible to make sure that you receive a high standard or service. If you are not satisfied with the service that you receive, you should address your enquiry/complaint to:

For claim complaints:
The Customer Care Manager
ClaimEz (SIS), PO Box 70931, London SW20 2EE
customercare@claimez.com

Please provide full details of your policy and in particular your policy/claim number to help your enquiry to be dealt with speedily. If your complaint is not resolved you may be able to refer your complaint to the Financial Ombudsman Service (Ombudsman):
The Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall, London E14 9SR
0800 023 4567
complaint.info@financial-ombudsman.org.uk

These procedures do not affect your right to take legal action.

Monetary limits
We can insure you up to the amount of the sum insured or other specified limit, which will be shown in this part.

Jurisdiction and law
This insurance shall be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

Cancellation
You may cancel your cover up to 14 days after receipt of this policy, subject to no claim having been made under this cover. We will refund your premium, less a charge for the period you have been insured. If you do not exercise this right to cancel your cover, it will remain in force for the term of your associated private car policy and you will be required to pay the premium. If you want to cancel after 14 days no refund will be payable.

This cover will be automatically cancelled if your associated private car policy with Zurich is cancelled. No refund will be given unless the cancellation is within the 14 day period described above.
Complaints Procedure

**Zurich** is committed to providing you with a high level of customer service at all times. However, if our service ever falls below the standard you would expect, please contact us, either by phone, letter or email as detailed in your associated private car policy.

If we have given you our final response and you are still dissatisfied you may refer your case to the Financial Ombudsman Service (Ombudsman):

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

You can telephone for free on:

- 08000 234 567 for people phoning from a “fixed line” (for example a landline at home)
- 0300 1239 123 for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

You can email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk
Part F
Hire Car

Your statement of insurance will show whether you have cover under this part.

Definition of Terms
The following words or phrases have the same meaning wherever they appear in this policy.

Associated private car policy – The motor insurance provided by Zurich (which is taken out by the policyholder in their name to cover a private car).

Geographical limits – Great Britain, Northern Ireland, Isle of Man and the Channel Islands (for residents only).

Hire car – A Group A (ABI Group S1/S2) vehicle as determined by Zurich’s Agent, within the geographical limits (e.g. 1.0 litre car).

Insured incident – A road traffic accident or theft that renders the insured vehicle a total loss as determined by Zurich or Zurich’s agent if the damage is covered under your current associated private car policy OR, by the third party you are claiming against for your losses OR, if a fault accident by a garage who are a member of the Vehicle Builders Association (VBRA) or the Motor Vehicle Repairers Association (MVRA) or another similar recognised body. Alternatively, it is where the insured vehicle has been stolen and remains unrecovered.

Insured person/You/Your – A full driving licence holder aged 18 to 79 years who appears on the current associated private car policy issued by Zurich.

Insured vehicle – The car described in your statement of insurance or any replacement car which has been notified to and accepted by us, and for which you have a certificate of motor insurance showing the registration mark, and for which a premium has been paid for hire car cover.

Participating agent – Zurich who is authorised to accept insurance, collect premiums and issue policies on behalf of the underwriters.

Period of insurance – The period of the motor insurance policy which runs concurrently with this policy and does not exceed 12 months.

Policyholder – The person, firm or company who has taken out this policy and has paid the premium due.

Provider – Zurich’s Agent supplies the hire car and administers the claim.

Third party – The other person(s) and/or party(s) responsible for the insured incident, excluding the insured person and/or policyholder (as defined in this policy).

Underwriters/Us/Our/We – Shall mean Ultimate Insurance Company Limited registered in Gibraltar (Registered Number 103362) Registered Office, Suite 913, Europort, Gibraltar. Home State: Gibraltar. Ultimate Insurance Company Limited is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act of Gibraltar to carry on insurance business and is a member of the United Kingdom’s Financial Services Compensation Scheme and the Association of British Insurers (ABI). The companies details can be checked by visiting the Gibraltar Financial Services Commission website at http://www.fsc.gi/fsclists/insulist.aspx Ultimate Insurance Company is registered with the FCA under number 522727 this can be checked at www.fca.org.uk

We/Us/Our – Zurich Insurance plc.

Your Hire Car Insurance Contract
This is to confirm that Ultimate Insurance Company Limited will provide the cover described below during the period of insurance.

Cover is subject to the terms and conditions that follow.

The Conditions and Exclusions on pages 7 to 10 of your associated private car policy apply in addition to any conditions or exclusions stated in this part.

Zurich’s Agent or a supplier of Zurich provides the benefits under this policy. However, the contract is between Ultimate Insurance Company Limited and the policyholder.
What is covered

a. You are covered for up to 21 days of continuous car hire within the geographical limits following an insured incident during the period of insurance and within those geographical limits.

b. A maximum of two claims in the period of insurance can be made.

c. The hire car must be returned to Zurich’s Agent no later than 48 hours after payment is issued to you based on Zurich’s total loss valuation of your claim or no later than the number of days of vehicle hire as shown on your statement of insurance sent with the associated private car policy (whichever comes first).

What is not covered

The following are not covered under this insurance:

a. all fuel, fares, fines and fees relating to the hire car whilst in your possession

b. any claim where the insured vehicle was being used for hire or reward

c. any claim where Zurich do not provide indemnity under the terms of your associated private car policy

d. any further hire charges incurred after the number of days of vehicle hire as shown on your statement sent with the associated private car policy, or more than 48 hours after payment is issued by Zurich under the terms of the associated private car policy for a total loss or theft unrecovered, whichever comes first

e. any claim for theft which has not been reported to the police

f. attempted theft, fire, flood, storm, malicious damage or vandalism

g. any claim reported to Zurich more than fourteen days after the insured incident occurred

h. any claim for a hire car more than fourteen days after the insured vehicle has been determined a total loss by Zurich

i. sea transit charges in the delivery and collection of the hire car

j. any claim arising out of a deliberate or criminal act or omission, which is found to the provider’s satisfaction to be of a fraudulent or false nature. The insured person will be held responsible for any costs paid or incurred as a result

k. any excess payable in the event of a claim involving the hire car

l. any insured incident, which took place prior to the commencement of this policy

Making a Claim

Making a claim under this policy could not be easier. To report an incident, call the free 24 hour Claims Helpline immediately on; 0845 308 0301

The Claims Helpline is available 24 hours a day, 365 days a year.

Zurich or its agent will contact you to administer your claim and arrange the supply of a hire car.

You should note that the following conditions apply in all circumstances:

a. a fuel service charge is payable ensuring that the hire car is delivered with sufficient fuel to meet your immediate journey requirements

b. when taking possession of the hire car, the driver will need to produce their full current driving licence and personal identification, e.g. telephone bill

c. you must have a valid motor insurance with Zurich to take advantage of this cover

d. Hire cars are provided in accordance with Zurich or its agent’s standard requirements, terms and conditions

e. a hire car will only be provided once confirmation is received from Zurich, that the insured vehicle is a total loss, not before

f. if the insured vehicle has suffered theft damage or been stolen you must supply a police crime reference number before a hire car can be provided

g. the insured person may have to provide comprehensive insurance for the hire car
We must draw your attention to the additional terms and conditions of Zurich’s Agent, which are held by Zurich, and can be viewed on request. They may affect the provision of the hire car.

General Conditions
The Conditions on pages 7 to 10 of your associated private car policy apply in addition to conditions stated below.

Subrogated Rights
• The insured person must take all reasonable steps to mitigate the costs of the claim
• The insured person must pay to the underwriters any sums by way of costs, charges or fees directly recovered from the third party to the extent of the sums indemnified under this policy
• The insured person must take all action possible to recover any costs, charges or fees the underwriters may have paid or be liable to pay and pay any such amounts recovered to the underwriters
• Upon conclusion of the hire of a replacement car the underwriters can take over and if necessary conduct proceedings in the name of the insured person to recover the hire costs of the hire car from the third party

Duration
The period of the associated private car policy which runs concurrent with this policy and does not exceed twelve months (Definitions: period of insurance).

Cancellation
You may cancel your cover up to 14 days after receipt of this policy, subject to no claim having been made under this cover. We will refund your premium, less a charge for the period you have been insured. If you do not exercise the right to cancel your cover, it will remain in force for the term of your associated private car policy and you will be required to pay the premium. If you want to cancel after 14 days no refund will be payable.

This cover will be automatically cancelled if your associated private car policy with Zurich is cancelled. No refund will be given unless the cancellation is within the 14 day period described above.

Caring For Our Customers
Zurich is committed to providing you with a high level of customer service at all times. However, if our service ever falls below the standard you would expect, please contact us, either by phone, letter or e-mail as detailed in your associated private car policy.

Alternatively you can write to Ultimate. The address is:
The Quality Manager, Ultimate Insurance Solutions Limited, Fifth Floor, The Connect Centre, Kingston Crescent, Portsmouth, PO2 8DE

If you remain dissatisfied you can contact Complaints Department, Ultimate Insurance Company Limited, Suite 913, Gibraltar or email complaints@uicl.eu.

Should we fail to offer you a final response within eight weeks of the initial date of your complaint, or if you are not satisfied with our response, you may refer the dispute to the Financial Ombudsman. You can write to the Ombudsman at:

You can telephone for free on:
• 08000 234 567 for people phoning from a “fixed line” (for example a landline at home)
• 0300 1239 123 for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

You can email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Nothing in this process will adversely affect your legal rights.
Part G
Keycare

If you’ve purchased Keycare cover, your policy documentation will be provided separately.

For any queries or claims regarding your Keycare cover please call 0845 303 4017.