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Welcome to Castle Cover
Thank you for choosing Castle Cover for your car insurance

This policy wording explains your car insurance in detail – you should keep it in a safe place as you may need to refer to it if you need to make a claim. Castle Cover is a trading name of Ageas Retail Limited which is authorised and regulated by the Financial Conduct Authority. Their Financial Conduct Authority register number is 312468. This can be checked on the FCA register by visiting the FCA’s website at www.fca.org.uk or by contacting them on 0800 111 6768. The policy schedule/statement of fact and any endorsements are all part of the policy. Your policy is evidence of that contract. You should read it carefully and keep it in a safe place.

Your car insurance policy

This contract of insurance (policy) is between you and us. This policy describes the insurance cover provided during the period of insurance you have paid for, or have agreed to pay for and for which we have accepted the premium.

This insurance policy is based on information you gave Castle Cover either on-line or during a telephone conversation (and which is shown in a statement of insurance or statement of fact) and any other information you provided.

Important notice - you are required by the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions on the proposal form or asked during a telephone conversation (or those declared on the statement of insurance or statement of fact) and to make sure that all information supplied is true. Failure to supply accurate and complete information may mean that your policy is invalid and that it will not operate in the event of a claim.

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this policy in favour of any third party.

Important telephone numbers

| Car Insurance Claims Number | Please telephone 0345 840 0090 or Europe +441242 715927 |
| Windscreen Claims Number | Please telephone 0345 840 0093 |
| Legal Expenses Claims Number | Please telephone 0345 840 0094 |
| Emergency Breakdown UK Claims Number | Please telephone 0800 952 9923 |
| Emergency Breakdown European Claims Number | Please telephone 0800 952 9924 |
| Excess Protect Claims Number | Please telephone 0345 840 0092 |
| Substitute Vehicle Claims Number | Please telephone 0345 840 0091 |
| Key Cover Claims Number | Please telephone 0800 519 1211 |
The insurance cover applies anywhere in the territorial limits except when we state otherwise in this policy – see Part C of this policy. Your car is also covered when it is being transported within the territorial limits and between any ports within the territorial limits.

Important
To make sure that you get the most out of your policy, please take time to read the documentation sent to you (this includes the policy, the certificate of insurance and the policy schedule/statement of fact), which explains the policy between you and us.

Your attention is drawn to the complaints procedure on page 6.

Data Protection Act 1998
Your information may be used by Castle Cover and:
• The insurers Castle Cover works with, including sensitive personal data which includes information about health issues and any criminal convictions
• Other companies in the Ageas Group Companies
• Any holding companies, subsidiaries and other linked companies.

They will be acting under instruction from Castle Cover for the purpose of arranging and managing your insurance policy, including handling underwriting, claims, renewals, credit scoring purposes and carrying out analysis and research.

• Castle Cover will keep your information secure and may share it with agents including debt recovery, service providers, business partners, regulatory authorities, another insurer and any other persons who have a legal right to this information
• Castle Cover and your insurers may release your information if required to prevent fraud, if permitted to do so by law, or there are any other circumstances where you have given your permission
• Castle Cover may use your personal information for marketing and research purposes and to help meet your needs
• Castle Cover may carry out credit scoring to provide you with your insurance premium at both the quotation and renewal stage using information from credit reference agencies. This will be recorded on your credit reference file but will not affect your ability to obtain other financial products
• Castle Cover may record or monitor telephone calls for training purposes and to improve the quality of the service you receive
• Castle Cover may also use CCTV recording equipment in and around our premises
• Castle Cover may share your information for other purposes not set out within this notice but will only do so with your permission
• As part of its service, Castle Cover may call you about any quotation you receive
• Castle Cover may share your information with other Ageas Group Companies to provide you with an alternative quote

Castle Cover may store copies of your information outside the European Economic area. If it does this Castle Cover will ensure that the information is kept secure.

Sharing Information to prevent fraud
Castle Cover and your insurers will check and record your personal information with fraud prevention agencies. Other Companies within financial services will also search such fraud prevention agencies when you make the application for financial products. Information obtained from fraud prevention agencies may be used by other companies to make decisions about you. If companies suspect such fraud, Castle Cover will share your personal information with them. For Motor insurance, these include The Claims and Underwriting Exchange register, run by Insurance Database Services Limited, Motor Insurance Anti-Fraud and Theft Register and The Motor Insurance Database (MID). The Motor Insurance Database (MID) may be used to establish whether a driver is insured to drive a vehicle and/or for preventing or detecting crime. If you are involved in an accident in the UK or abroad, the MID may be searched to obtain relevant policy information. You can find out more at www.mib.org.uk. Castle Cover may also check your personal information against our own databases and other Ageas Group Companies to prevent crime.
Dealing with others on your behalf
To help you manage your insurance policy, subject to answering security questions, Castle Cover and your insurer will deal with you or:

- Your husband, wife or partner
- Any other person who Castle Cover reasonably believes to be acting for you, if they call Castle Cover on your behalf in connection with your policy
- For your protection, only you can cancel your policy or change the contact address

Marketing
Castle Cover may use your personal information and information about your use of its products and services for marketing and research purposes and to help meet your needs:

- Castle Cover may use, analyse, assess and carry out research using your personal information
- Castle Cover may also give you information about other products and services offered, which Castle Cover thinks may interest you
- Castle Cover may contact you if you abandon or fail to complete an online quotation to see if we can offer you any assistance with this. Castle Cover may use e-mail, telephone, post or other means to do this.

Further Information
You are entitled to receive a copy of your personal information Castle Cover holds. If you wish to receive a copy of your personal information or wish to complain about the way Castle Cover uses your personal information, then please write to the Data Protection Officer at Deansleigh House, Deansleigh Road, Bournemouth BH7 7DU giving your name, address and insurance policy number. We may charge a small fee for this.

If you do not want us to use your information for marketing or research purposes, or to request a copy of the full Privacy Policy please visit www.castlecover.co.uk or call 0800 519 10 30 or email help@castlecover.co.uk

Claims History
Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI) and other databases. The aim is to help Castle Cover to check information provided and also to prevent fraudulent claims. When Castle Cover deals with a request for insurance, it may search these registers. Under the conditions of your policy, you must tell Castle Cover about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell Castle Cover about an incident, it will pass information relating to it to the registers. Castle Cover 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.

On payment of a small fee you are entitled to receive a copy of the personal information Castle Cover holds about you. If you have any questions, or you would like to find out more about this notice you can write to:

The Data Protection Officer, Castle Cover, Deansleigh House, Deansleigh Road, Bournemouth BH7 7DU

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

a) You and Castle Cover agree otherwise; or

b) At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business.

Definitions
These definitions do not apply to Legal Expenses, Emergency Breakdown, Excess Protect or Substitute Vehicle where separate definitions apply.

Where we explain what a word means that word will have the same meaning wherever it is used in the policy or policy schedule/
statement of fact. These words are highlighted by the use of bold print.

Accessories
Parts of your car which are not directly related to how it works as a car. This includes audio equipment, multi-media equipment, communication equipment, satellite navigation and legal radar detection systems providing they are permanently fitted to your car and have no independent power source.

Certificate of insurance
Evidence of your car insurance.

Endorsement
Changes in the terms of your policy. These are shown in your policy schedule/statement of fact.

Excess
The amount you are required to pay as the first part of each and every claim made.

Green Card
A document required by certain non-EU countries to provide proof that you have the minimum insurance cover required by law to drive in that country.

Market value
The current cost of replacing your car in the territorial limits with one of the same make, model, specification, mileage, age and condition, and not the price you paid for it.

Period of insurance
The dates shown in the policy schedule/statement of fact.

Personal belongings
Clothes and items of a personal nature belonging to you and your passengers.

Policy schedule/statement of fact
The attached policy schedule/statement of fact which forms part of this policy. Please read it carefully as it defines the cover you have under this policy.

Territorial Limits
Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Terrorism
An act or acts whether threatened or actual of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made whole or in part for political, religious or similar purposes.

We/Us/Our
The authorised insurer shown on the policy schedule/statement of fact.

You/Your
The policyholder named in the policy schedule/statement of fact.

Your car/Your cars
Any motor vehicle for which we have issued a certificate of insurance or a temporary cover note.

How to make a complaint
This section applies to any complaints relating to the service provided by Castle Cover and Ageas your motor insurance provider only. For full details on making a complaint relating to any optional product which you have selected to cover under this policy, please refer to the relevant pages within this book.

If you have cause for complaint, it is important you know that Castle Cover and Ageas your insurer are committed to providing you with an exceptional level of service and customer care. Things can go wrong and there may be occasions when you feel that you have not been provided with the service you expected. Should this happen, a process exists to review such matters and, where appropriate, to put things right.
Who to contact

The most important factors in getting your complaint dealt with as quickly and efficiently as possible are:

• To be sure you are talking to the right person.
• That you are giving them the right information.

If your complaint concerns the service at Castle Cover

If you wish to make a complaint about the service provided by Castle Cover in relation to your motor policy (including information or documentation issued to you), please contact their Customer Relations Team in writing, quoting our reference number, at:

Customer Relations Manager
Deansleigh House, Deansleigh Road,
Bournemouth, Dorset BH7 7DU

If your complaint concerns the service provided by Ageas your motor insurer

If your complaint is about the service provided by Ageas your insurer (including complaints about service or the amount offered in settlement of a claim), you should contact Ageas your motor insurer as follows:

• Ageas
  If your complaint is specifically in relation to a claim, please contact the number provided to you on your claims documentation, or please write to:

  Customer Services Adviser
  Ageas Insurance Limited
  Ageas House
  Hampshire Corporate Park
  Templars Way
  Eastleigh
  Hampshire
  SO53 3YA

  Or email: www.ageas.co.uk/complaints

When you contact Castle Cover

• Please provide your name and contact details.
• Please quote your policy and/or claim number, and the type of policy you hold.
• Please explain clearly and concisely the reason for your complaint.

If your complaint cannot be resolved

If you are not satisfied with the final response from Castle Cover, you have the right to refer your complaint to the Financial Ombudsman Service, free of charge, but you must do so within six months of the date of the final resolution letter. Referral to the Ombudsman does not affect your right to take legal action. You can contact them as follows:

In writing:
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk

Please note that if you do not refer your complaint within the six months, the Ombudsman will not have Castle Cover’s permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Financial Services Compensation Scheme

What happens if we are unable to meet our liabilities?

If we are unable to meet our liabilities to our policyholders, you may be able to claim compensation from the independent Financial Services Compensation Scheme (FSCS). The level of compensation differs depending on the type of cover:
Compulsory insurance, (e.g injury caused to innocent persons), is covered for 100% of the claim.

Non compulsory insurance, (e.g. home insurance), is covered for 90% of the claim.

Further information can be obtained from:
Financial Services Compensation Scheme
10th floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.
Telephone: 0207 741 4100 or email: enquiries@fscs.org.uk

Policy cover
All parts/sections of the policy apply except where amended by endorsement.

Part A: Loss and damage
1. Loss of or damage to your car, or spare parts

If your car, accessories or spare parts are lost, stolen or damaged, we will either:
• repair the damage.
• replace what is lost or damaged and is too expensive to repair.
• pay you the cost of the loss or damage.

The most we will pay for loss or damage to your car’s permanently fitted navigational equipment, car phones, radios, CD players, cassette players, games consoles or any other audio or visual equipment will be £500.

We can choose which of these actions we will take for any claim we agree to and the repairer can use parts that have not been produced by the vehicle manufacturer.

Following damage to your car, we reserve the right to move the salvage to a place of safe and free storage pending settlement of any claim.

If we settle a claim as a total loss, we reserve the right to own the salvage.

If you cannot use your car because of loss or damage that is insured under this policy, we will also pay the costs of protecting your car and taking it to our nearest approved repairer, using the most practical and cost effective method. After the repair, we will pay the cost of delivering your car to your address in the territorial limits, using the most practical and cost effective method.

Where your car is not recovered following a theft or is beyond economical repair, we will pay you the market value of your car, including accessories and spare parts at the time they are lost, stolen or damaged.

Accessories and spare parts of your car, which are in your private garage at the time of the loss or damage, will also be covered.

If we are told that your car belongs to someone else or if you are buying your car under a hire purchase or leasing agreement, we will normally make the payment for the total loss of your car to the owner described in that agreement. If the amount we have agreed to pay exceeds the amount still owing under the agreement, we will pay any surplus to you.

Courtesy Car

To keep you mobile you will be offered a small courtesy car while yours is being repaired. Once we have decided that your car can be economically repaired:
• If it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take.
• If your car can still be legally driven (in other words it is roadworthy) we will deliver the courtesy car when your car is collected for repairs.

While you have the courtesy car you will be liable to pay fines for any parking or driving offences or congestion charges and any additional costs for any non-payment of these charges. You may be asked to produce an appropriate credit or debit card to the approved repairer to cover these costs.
This cover only applies if the incident occurred in the United Kingdom, Isle of Man or the Channel islands and is only available if our approved repairer service is used.

**New car replacement**

We will replace your car with a new car of the same make and specification (if one is available in the territorial limits) if, within 12 months of you buying your car from new:

- the cost of repairing any damage covered by the policy is more than 60% of your car's list price (including car tax and VAT) when you bought your car; or

- your car is stolen and not recovered.

We will only replace your car if:

- you or your partner own your car or are buying it under a hire-purchase agreement (not a leasing, contract hire agreement, or other type of agreement where ownership of the car does not pass to you);

- the hire-purchase company agrees; and

- you or your partner are the first registered keeper of your car.

If a replacement car of the same, make, model and specification is not available we will, where possible, provide a similar car of identical list price. If you wish to have the claim settled on a cash basis, and we agree to this, the most we will pay is the market value of your car and its accessories at the time of the loss or damage.

**Inexperienced drivers**

<table>
<thead>
<tr>
<th>Age of driver</th>
<th>Experience</th>
<th>Excess</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 years and over</td>
<td>Inexperienced</td>
<td>£100</td>
</tr>
</tbody>
</table>

An inexperienced driver is someone who holds a provisional driving licence, or has held a full UK or EU driving licence for less than 12 months.

If your car or any of its accessories or spare parts are damaged while your car is being driven by, or in the charge of a person who is young or inexperienced, you will have to pay this additional amount, on top of any other excess shown in your policy schedule/statement of fact, towards any claim.

This amount is in addition to any other excess you have agreed to pay for, the first part of any own damage claim as stated in the policy schedule/statement of fact.

If we pay the inexperienced driver excess, you will have to repay that amount to us as soon as possible. You will not have to pay the inexperienced driver excess shown in your policy schedule/statement of fact if the loss or damage is caused by fire, lightning, explosion, theft or attempted theft.

**2. Windscreen damage**

We will pay for a broken or damaged windscreen or windows in your car and scratching of the bodywork caused by them breaking. You will have to pay the amount shown in your policy schedule/statement of fact, for a claim for a broken windscreen or windows. This amount will not be payable by you if the glass is repaired and not replaced. If this is the only damage you claim for, your no-claims discount will not be affected.
3. Medical expenses

If you, your driver or any of your passengers are injured in an accident involving your car, we will pay medical expenses of up to £250 for each injured person.

Exclusions to Part A

You are not covered for the following:

- Loss of use, loss of value, wear and tear, mechanical or electrical failure, breakdowns or breakages.
- Any other costs that are indirectly caused by the event which led to your claim unless specifically stated in this policy.
- Loss or damage to your car caused deliberately by you or by any person who is driving your car with your permission.
- Loss of value after a repair.
- The cost of any repair or replacement which improves your car beyond the condition it was in before the loss or damage occurred.
- Loss of or damage to your car arising from, or in consequence of, water freezing in the cooling circulation system of your car.
- Damage to tyres from braking, punctures, cuts or bursts unless in an accident.
- Loss, destruction or damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Loss of your car by deception of someone who claims to be a buyer or agent.
- The cost of any hired alternative transport.
- Loss from taking your car and returning to its legal owner.
- Loss or damage to your car by theft or attempted theft if you or anyone else has left it unlocked or with keys or keyless entry system in it, or on it.
- Loss or damage to your car caused by a member of your family or household taking your car without your permission.
- Any excess that applies to this insurance.
- Loss or damage caused by or during confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Loss or damage to your car caused by an inappropriate type or grade of fuel being used.

Where your car is not manufactured to the territorial limits' specification (originally manufactured for sale as new in the territorial limits) and any part, unit or accessories of your car becomes unobtainable or obsolete in pattern and therefore out of stock in the territorial limits, you are not covered for the following:

- Increased repair and replacement part, unit or accessories costs due to non-availability and/or waiting time for delivery.
- Storage costs awaiting commencement of the repair to your car.

Part B: Liability to others

1. Cover provided for you

This policy covers you for the amounts shown below:

i. Death of or injury to any person - UNLIMITED.

ii. Damage to any other person's property - £20,000,000 (including costs and expenses up to £5,000,000) that you become legally responsible for paying due to damage to any person or their property as a result of an accident involving your car, or caused by a trailer, caravan or other vehicle that is attached to your car and £5,000,000 (including costs and expenses) as a result of an accident involving your van or commercial vehicle.

Driving other cars

The liability under this section is extended to you whilst you are driving any other car with the owner’s permission in the territorial
limits which does not
• belong to you, or
• is not hired to you under a hire purchase agreement, or
• is not owned by or provided by an employer or business partner provided that your certificate of insurance indicates that you can drive such vehicle, the vehicle does have alternative insurance in force and the vehicle has not been seized by, or on behalf of any government or public authority and is not the vehicle identified on your certificate of insurance by its registration number, providing you still own your car and your car has not been disposed of or declared a total loss.

2. Cover provided for other people
If you ask us to, we will give this cover:
i. Death of or injury to any person - UNLIMITED.
ii. Damage to any other person's property - £20,000,000 (including costs and expenses up to £5,000,000) that you become legally responsible for paying due to damage to any person or their property as a result of an accident involving your car, or caused by a trailer, caravan or other vehicle that is attached to your car and £5,000,000 (including costs and expenses) as a result of an accident involving your van or commercial vehicle.

3. Your legally-appointed representatives
After the death of anyone insured under this policy, we will protect that person's estate against any liability the deceased person had if that liability is insured under this policy.

4. Legal fees and expenses
If we give you our written permission, we will pay for solicitors' fees to:
• represent anyone insured under this policy at any coroner's inquest or fatal accident inquiry;
• defend anyone insured under this policy in a court of summary jurisdiction;

for any accident which might give rise to a claim under Part B of this policy.

Proceedings for manslaughter or causing death by dangerous driving
We will pay fees for legal services to defend anyone insured under this policy if legal proceedings are taken against that person for manslaughter or causing death by dangerous, careless or inconsiderate driving. The following conditions will apply to this cover:
• You must ask us to provide it.
• The death or deaths giving rise to the proceedings must have been caused by an accident covered by this policy.
• The accident which caused the death or deaths must have happened in the territorial limits.
• Proceedings where the driver was under the influence of alcohol or any drug at the time of the loss will not be covered.
• The most we will pay in any one period of insurance is £5,000. We can settle claims by paying £5,000 less the costs that have already been paid.
• We will not cover costs where cover is provided by any other insurance policy.
5. Emergency medical treatment

We will pay for any emergency medical treatment that must be provided under the Road Traffic Act. If this is the only payment we make, it will not affect your no-claims discount.

Exclusions to Part B

You are not covered for the following:

• Anyone driving your car who is disqualified from driving or has never held a driving licence, or is prevented by law from holding one.
• Liability for loss of or damage to property which belongs to, or is with, any person who is insured under this policy and who is driving your car.
• Liability if the death of or bodily injury to any person covered under this section arises out of or in the course of their employment, except where such liability must be covered under the Road Traffic Acts.
• Any loss of or damage to property, legal liability, injury or other loss directly or indirectly caused by contributed to by or arising from terrorism or any action taken in controlling suppressing or in any way relating to terrorism. However this policy covers you so far as is necessary to meet any law on compulsory insurance.

Part C: Foreign use

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in any other country which has agreed to follow Article (8) of the EC Directive 2009/103/EC relating to civil liabilities. For further information, please see the reverse of your Motor Insurance Certificate.

In addition to this minimum cover, we will also extend the cover to that shown in your policy schedule/statement of fact for a maximum of 93 days.

When travelling to any other country not referred to above, please notify us via Castle Cover at least three weeks before you leave. We may be able to extend your cover subject to our agreement and an additional fee.

When contacting Castle Cover please supply the following information:

• Your policy number
• The period which cover is required i.e. the date you leave and the date you arrive back in the territorial limits.
• The registration number and make and model of your car.
• Trailer or caravan details – serial no./description/identity
• Countries to be visited

Exclusions to Part C

You are not covered for any legal action taken against you outside the territorial limits, unless it is a result of using your car in a country for which we have agreed to extend this insurance cover.

Part D – Injury benefits

If:

• You or your spouse/civil partner are injured solely as a result of an accident involving your car, or while travelling in or getting into or out of your car.
• Any other person is injured while travelling in or getting into or out of your car.

We will pay you or your legal representatives or if you ask us to, the person injured or their legal representative, the compensation specified below.

Provided that death or loss occurs within three calendar months and solely and directly as a result of the accident.
You and members of your family normally living with you (subject to age exclusions above)

<table>
<thead>
<tr>
<th>Death</th>
<th>£7,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total and irrecoverable loss of sight in one or both eyes</td>
<td>£5,000</td>
</tr>
<tr>
<td>Total and irrecoverable loss of one or more limbs</td>
<td>£5,000</td>
</tr>
</tbody>
</table>

Other passengers (subject to age exclusions above)

<table>
<thead>
<tr>
<th>Death</th>
<th>£7,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total and irrecoverable loss of sight in one or both eyes</td>
<td>nil</td>
</tr>
<tr>
<td>Total and irrecoverable loss of one or more limbs</td>
<td>nil</td>
</tr>
</tbody>
</table>

Exclusions to Part D

You are not covered for the following:

- Under more than one motor policy you, your spouse/civil partner or any other person may hold with us.
- Any person who, at the time of the injury, has not attained their 16th birthday or who has attained their 75th birthday.
- In respect of death or injury as a result of suicide, attempted suicide or any intentional self-injury.
- In respect of any death or injury to you or your spouse or any other person as a result of an accident that does not involve your car, or while travelling in or getting out of any car other than your car.

Part E – Personal belongings

We will pay up to a maximum of £100 for personal belongings carried in or on your car if lost or damaged by:

- accident to your car.
- fire, lightning, explosion.
- theft or attempted theft.

Exclusions to Part E

You are not covered for the following:

- Money, stamps, tickets, documents or securities.
- Tools, equipment, goods or samples carried in connection with any trade or business.
- Property insured by another policy.
- Theft of personal belongings unless contained in the locked boot or glove compartment while your car is unoccupied.

No-claims discount

As long as you have not made a claim during the current period of insurance, we will include a discount in your renewal premium. We will give you this discount for each claim-free year up to the maximum entitlement.

Please note this is no guarantee your premium will not rise. If you make one claim during the insurance year, the no-claims discount you earn will be reduced.

If you made two or more claims in the previous insurance year, you will not get a no-claims discount.

Your no-claims discount cannot be transferred to anyone else.

Your no-claims discount will not be affected by payments for emergency treatment which the Road Traffic Act says we must pay or payments made under Part A (2) for windscreen replacement/repair.

If you make a claim following an accident with an uninsured driver, you will not lose your No Claim Discount or have to pay any Excess, provided that:

- The Insurer can establish that the accident is not your fault and the driver of the other vehicle is not insured;
- You give the Insurer the other vehicle’s make, model and valid registration number.
• It will help us to confirm who is at fault if you can supply the name and addresses of any independent witnesses, if available.
• If possible you should also supply the name and address of the person driving the other vehicle.
• When you claim you may have to pay your Excess and may also temporarily lose your No Claim Discount.
• If subsequently the Insurer is satisfied that the accident was not your fault, they will repay your Excess, reinstate your No Claim Discount and refund any premium which may be due to you.

IMPORTANT – About Your No Claims Discount

If we have asked you to provide proof of your no claims discount, you must provide us with written confirmation of your entitlement to the number of years discount you disclosed within 10 days. If we do not hear from you or receive your proof we will send notification that we will cancel your policy and you will be charged an administration charge.

Protected no-claims discount

If you pay the appropriate additional premium and your policy schedule/statement of fact shows you have this cover, your no-claims discount will apply unless you make more than two claims in three continuous periods of cover. Then the protection will end and your no-claims discount will be reduced to nil at your next renewal. Although you can protect your no-claims discount, your premium may increase if you make claims or you receive motoring convictions or as required by us for any other reason.

Your protected no-claims discount will not be affected by payments for emergency treatment which the Road Traffic Act says we must pay or payments made under Part A (2) for windscreen replacement/repair.

Car sharing

Your policy also covers your car when you are being paid for carrying passengers for social or similar purposes or commuting as long as:
• your car cannot carry more than seven people.
• you are not carrying the passengers as part of a business of carrying passengers.
• the total payment you receive for the journey does not provide a profit for you.
• your car is being used for a purpose that is allowed by your certificate of insurance.

Car service cover

Car servicing and car parking

Subject to the terms and conditions of this policy other than limitations to use and driving we will provide an indemnity to you whilst your car is in the custody or control of:

a motor garage or other similar business, which you do not own, which has your car for the purpose of:
• maintenance.
• repair.
• testing.
• servicing.

a hotel, restaurant or similar business, which you do not own, where your car has been parked for you.
General exceptions
This section applies to your motor insurance only. For terms relating to any additional optional covers, please refer to the appropriate sections.

1. This policy does not apply when your car:
   • is being used for purposes that are not specified in your certificate of insurance.
   • is being driven by or in the charge of any person who is not covered by your certificate of insurance.
   • is being driven by any person who is disqualified from driving or has never held a driving licence or is prevented by law from holding one.
   • is being driven by, or in the charge of, a person who holds a provisional driving licence and does not meet the conditions of that licence.
   • is towing a caravan, trailer, or other vehicle for a payment.
   • is used in an unsafe condition or whilst carrying an insecure load.
   • is being used on:
     • part of an aerodrome or airport used for aircraft taking off and landing;
     • aircraft parking areas including service roads;
     • ground equipment parking areas; or
     • any parts of passenger terminals within the Customs examination area.

2. This policy does not cover anyone who does not meet the policy terms and conditions.

3. This policy does not cover any liability which you have as a result of an agreement or contract, unless you would have had that liability anyway.

4. This policy does not provide cover for any loss of or damage to property, or any loss, or legal liability directly or indirectly caused by, contributed to, by, or arising from the following:
   • Ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel.
   • The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it.

5. This policy does not provide cover for any loss or damage which results from war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, military force or coup. However, this policy covers you so far as is necessary to meet with any law on compulsory insurance.

6. (Liability to others) for any accident, injury, loss or damage caused by:
   a) earthquake.
   b) riot or civil commotion if it occurs outside England, Scotland, Wales, the Isle of Man or the Channel Islands.

7. This policy does not provide cover for any claim for pollution and contamination, unless it is caused by a sudden, unidentifiable event which was unintended and unexpected and happened at any specified time and place. In this case our liability is restricted to £1,000,000 for any one event.
General conditions

You must comply with the following conditions to have the full protection of your policy. If you do not comply with them we may at our option cancel the policy or refuse to deal with your claim or reduce the amount of any claim payment.

1. Cancelling your policy

This section applies to your motor insurance only. For terms relating to any additional optional covers, please refer to the appropriate section.

• You have 14 days from when you receive your policy documents or the purchase date of your policy, whichever is later, to telephone or write to Castle Cover at the address shown below if you want to cancel your policy. This is known as a cooling-off period. If you cancel your policy and cover has not started Castle Cover will refund any premium paid. If you cancel your policy and cover has started as long as you have not made a claim and neither you nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, you will be charged a proportion of your premium to reflect the time that you were covered under your policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the period of insurance, you must pay the full annual premium and you will not be entitled to any refund.

We and Castle Cover have the right to cancel this policy at any time by sending you seven days' notice where there is a valid reason for doing so and will set out the reason for cancellation in the notice. Valid reasons include but will not be limited to those listed below:

- Changes to the information detailed on your proposal, statement of insurance or statement of fact, policy schedule/statement of fact or Certificate of motor insurance which result in the risk of providing cover to you no longer being acceptable to us.

- Where the circumstances of a new claim, or an incident we or Castle Cover have become aware of mean that we no longer wish to provide cover.

- Where a fraudulent claim has been submitted or we suspect fraud on this or any other policy you have with us.

- Where you, a person acting on your behalf, or any person covered to drive the car uses threatening, intimidating or abusive behaviour or language towards our or Castle Cover staff, suppliers or agents acting on our behalf.

- Where any person claiming cover under this policy fails to provide us or Castle Cover with any reasonable information or documents (such as no claims bonus) we or Castle Cover ask for. (Notice will be sent to you allowing you an opportunity to rectify the situation by providing us or Castle Cover with the information or documents).
Where you or anyone acting on your behalf failed to take reasonable care to provide us or Castle Cover with accurate information when you took out, renewed or asked for changes to be made to your policy in circumstances where we would not be able to (or have chosen not to) treat your policy as if it did not exist in accordance with General condition 5, but where we nevertheless no longer wish to provide cover going forwards.

Where Castle Cover is unable to collect a premium payment due to insufficient funds in the account you have nominated to pay from. (Notice will be sent to you allowing you an opportunity to rectify the situation and confirming that a second attempt to collect the payment will be made).

Where Castle Cover is unable to collect a premium payment due to a Direct Debit Instruction being cancelled. (Notice will be sent to you allowing you an opportunity to rectify the situation by paying the full outstanding premium).

As long as you have not made a claim and neither you nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim you will be charged a proportion of your premium to reflect the time that you were covered under your policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the period of insurance, you must pay the full annual premium and you will not be entitled to any refund.

2. Vehicle Condition and Security
You must do all you can to protect your car and keep it in a roadworthy condition. If you do not do this your right to claim under your policy may be affected.
• Close all windows, including sunroof, when you leave your car.
• Ensure use of any anti-theft device fitted when your car is left unattended.
• If when leaving the car you cannot take personal belongings with you, lock them in your boot or glove compartment. Do not leave them in open view in your car. Mobile phones and handbags are popular targets for car thieves.
• When leaving your car unattended you must remove portable satellite navigation equipment and place it in a locked boot or glove compartment. You must also take the same precautions if your radio and other audio equipment has security features such as ‘pop off’ fascias or the unit can be removed from its permanently fixed housing.
• Maintain your car in roadworthy condition and ensure you have a valid MOT certificate where appropriate.
• You must let us examine your car any time if we ask you to do this.

3. Accuracy of Information
It is your responsibility to take care to give us complete and accurate information when you take out your insurance policy, throughout the life of your policy and when you renew your insurance policy and to make sure that all the information supplied is true.
We will only provide the insurance described in this policy if the information you have given us is complete and accurate and anyone claiming protection has met all its terms and conditions.

4. Payment by Instalments
If we have agreed to accept payment of any premium by instalments and you break that agreement, we will be entitled to cancel this policy under condition 1.

5. Changes in Risk
If you make any changes to your policy during the period of insurance, you will incur an administration charge. You must tell Castle Castle about any changes which may affect this insurance and in particular any of the following.
Please note, this is not an exhaustive list:
• The main driver of your car changes.
• The registered owner of your car changes:
• There is a change in use of your car (for example, you require business use).
• Motoring convictions (including fixed penalties and driving licence endorsements) for anyone insured under this policy.
• Criminal convictions for anyone insured under this policy.
• You get an extra car or change your car for another one.
• The place your car is usually kept changes.
• Any modifications are made to your car (for example any changes which may affect the car's performance).
• The number of vehicles in your household changes.

You or any driver who may use the vehicle:
1. have been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding.
2. have been involved in any accident, losses or thefts, regardless of whether a claim was made.
3. have been convicted of a criminal offence or have possible prosecutions outstanding.
4. Develops a health condition which requires disclosure to the DVLA. If you are unsure whether a condition needs to be disclosed you should check with your doctor. You must also advise us if an existing condition worsens.

Failure to tell Castle Cover about these changes or any changes to the information detailed on your statement of fact, policy schedule/statement of fact or certificate of insurance, could result in your policy being voided (as if the policy never existed) and we may not pay your claim.

Castle Cover will inform you of any changes in premium or terms.

Claims conditions
This section applies to your motor insurance only. For terms relating to any additional optional covers, please refer to the appropriate sections.

You must comply with the following conditions to have the full protection of your policy. If you do not comply with them we may at our option cancel the policy or refuse to deal with your claim or reduce the amount of any claim payment.

1. In the event of an accident you must as soon as possible do whatever you can to protect the car and its accessories. You or your legal representative must give us full detail via the claims helpline which is shown on the policy schedule/statement of fact as soon as possible after any event which could lead to a claim under this policy. There may be circumstances where we require additional detail in writing. You must also as soon as possible send us any letters and documents you receive in connection with the event before you reply to them. If you know of any future prosecution, coroner's inquest or fatal accident inquiry about any event, you must tell us as soon as possible in writing.

2. You, and anyone insured by this policy, must not admit anything, or make any offer or promise about a claim, unless you have our written permission.

    We may take over and deal with the defence or settlement of any claim in the name of the person making a claim under this policy. We may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this policy. Anyone making a claim under this policy must give us any information and help we need.

3. If you make a claim for any liability, loss or damage that is also covered by any other insurance policy, we will only pay our share of the claim.

4. If, under the law of any country in which you are covered by this policy, we have to pay a claim which we would not normally have paid, we may recover the payment from you or from the person responsible.

5. You must not act in a fraudulent manner. If you or anyone acting for you:
   • make a claim under the policy knowing the claim to be false or
fraudulently exaggerated in any respect; or
• make a statement in support of a claim knowing the statement to be false in any respect; or
• submit a document in support of a claim knowing the document to be forged or false in any respect; or
• make a claim in respect of any loss or damage caused by your wilful act or with your connivance,

Then:
• We shall not pay the claim.
• We shall not pay any other claim which has been or will be made under the policy.
• We may at our option declare the policy void.
• We shall be entitled to recover from you the amount of any claim already paid under the policy since the last renewal date.
• We shall not make any return of premium.
• We may inform the police of the circumstances.

Claims
To make a claim call the telephone number shown on the policy schedule/statement of fact.

Endorsements
Your insurance under this policy may be extended or restricted by endorsements. Endorsements only apply if their numbers appear in the policy schedule/statement of fact.

All the terms, conditions and exceptions of the policy continue to apply along with the endorsements.

Endorsement I: Security Devices
Your insurer will not pay for any loss or damage if any security or tracking device fitted to the car has not been set or is not in full working order, or the network subscription for the maintenance contract of any tracking device is not current.

Endorsement Y: Introductory No-Claim Discount
Your insurer will not pay for any claim when the car is being driven by, or is in the charge of:
• Anyone who is under 25 years old, or
• Anyone who does not hold a full driving licence to drive the car, issued in the United Kingdom, the Isle of Man, the Channel Islands, or the European Union unless you have sent their details to your insurer and they have accepted them in writing.

Endorsement Z: Any Driver – Drivers Under 30
For ‘any driver’ cover, your insurer will not pay for any claims when the car is being driven by, or is in the charge of, anyone who is under 30 years old, unless you have sent their details to your insurer and they have accepted them in writing.

Legal Expenses

Your policy schedule/statement of fact will show if you have selected this cover

Legal expenses policy wording
This insurance policy is managed and provided by Arc Legal Assistance Limited and is underwritten by Inter Partner Assistance SA, on whose behalf we act.
The insurance covers advisers’ costs and other costs and expenses as detailed under the separate sections of cover, up to the limit of indemnity which is £100,000 where:
a) The insured incident takes place within the period of insurance and within the territorial limits, and
b) The legal action takes place in the territorial limits.

Once your claim has been accepted, we will appoint one of our panel of solicitors, or their agents, to handle your case. Should you
wish to appoint your own adviser, you can only do so once court proceedings are issued or a conflict of interest arises and you must obtain approval from us before proceeding. If you do not obtain our approval your claim will be rejected. Where we agree to your own choice of adviser you will be liable to pay any advisers’ costs over and above our standard advisers’ costs. 

Please note that at any time we may form the view that you do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support. Further details about this are set out in this policy wording.

Definitions

Throughout this section, your legal expenses policy has certain words and phrases, which have special meaning and these are explained below:

**Action** - The pursuit of civil proceedings and appeals against judgement following a road traffic accident; the pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the vehicle; the defence of criminal motoring prosecutions in relation to the vehicle and the defence of civil legal cases and criminal prosecutions in relation to vehicle cloning.

**Adviser** - Our specialist panel of solicitors or their agents appointed by us to act for you, or, where agreed by us, another legal representative nominated by you.

**Advisers’ costs** - Reasonable legal and accountancy fees and costs incurred by the adviser. Third party’s costs shall be covered if awarded against you.

**Conditional fee agreement** - An agreement between you and the adviser or between us and the adviser which sets out the terms under which the adviser will charge you or us for their own fees.

**Conflict of interest** - There is a conflict of interest if we administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

**Insured incident** - The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

**Insured period** - The period of insurance declared to us by Castle Cover.

**Limit of indemnity** - The maximum amount payable in respect of an insured incident.

**Road traffic accident** - A traffic accident in the territorial limits involving the insured vehicle occurring during the insured period on a public highway or on a private road or other public place for which you are not at fault and for which another known insured party is at fault.

**Standard advisers’ costs** - The level of advisers’ costs that would normally be incurred by underwriters in using a nominated adviser of our choice.

**Territorial limits**

• Uninsured loss recovery and personal injury: The European Union.
• All other areas of cover: Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

**Underwriters** - Inter Partner Assistance S.A.

**Vehicle** - The vehicle declared to us including a caravan or trailer whilst attached to it.

**We/us/our** - Arc Legal Assistance Ltd.

**You/your** - The person responsible for insuring the vehicle declared to us. This is extended to include the authorised driver and passengers for uninsured loss recovery and personal injury.
How to make a claim

You should call 0345 840 0094 and quote “Castle Cover Legal” to obtain advice and request a claim form. Upon return of a completed claim form we will assess the claim, and if covered send details to the adviser who will then contact you to discuss any assistance you require (including a claim in relation to a hire car or vehicle repairs).

Unless a conflict of interest arises you are not covered for legal fees incurred before court proceedings are issued, unless you use our panel of solicitors or their agents which we will appoint to act for you.

What is covered

Uninsured loss recovery & personal injury

What is insured

You are covered for advisers’ costs to pursue damages claims arising from a road traffic accident:

• Whilst you are in, getting into or out of the vehicle against those whose negligence has caused your injury or death.
• Against those whose negligence has caused you to suffer loss of your insurance policy excess or other out of pocket expenses.

If the action is going to be decided by a court in England or Wales and the damages you are claiming are above the small claims track limit, the adviser must enter into a conditional fee agreement which waives their own fees if you fail to recover the damages that you are claiming in the action in full or in part.

What is not insured

Claims:

• For a breach of contract.
• Directly or indirectly arising from stress, psychological or emotional injury.

Motor prosecution defence

What is insured

Advisers’ costs to defend an action in respect of a motoring offence, arising from your use of a vehicle. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome of the action and when it is in the public interest to do so. Support for such pleas is solely at the discretion of us.

What is not insured

Claims:

• For alleged road traffic offences where you did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non prescribed drugs.
• For advisers’ costs where you are entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy.
• For parking offences which you do not get penalty point on your licence for.

Motor contract

What is insured

You are covered to pursue or defend contract disputes relating to the sale or purchase of goods or services relating to the vehicle including the vehicle itself. At least £250 including VAT must be in dispute.
What is not insured
Claims:
• Where the contract was entered into before you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

Vehicle cloning
What is insured
You are covered for advisers’ costs to defend civil or criminal legal proceedings arising from use of the vehicle's identity by another person or organisation without your permission.

What is not insured
Claims:
• Where the vehicle’s identity has been copied by somebody living with you.
• Where you did not act to take reasonable precautions against your vehicle’s identity being copied without your permission.
• For any losses (other than adviser’s costs) incurred by you as a result of your vehicle’s identity being copied without your permission.

Motor Insurance Database disputes
What is insured
You are covered for advisers’ costs for representation of your legal rights in a dispute with the police and/or other government agency in the event your vehicle is seized following a failure in the communications between your insurance adviser/insurer and the Motor Insurance Database resulting in incorrect information about you or your vehicle being recorded on that database.

General exclusions
There is no cover:
• Where the insured incident began to occur or had occurred before you purchased this insurance.
• Where you fail to give proper instructions to us or the adviser or fail to respond to a request for information or attendance by the adviser.
• Where an estimate of your advisers’ costs is greater than the amount in dispute other than in relation to uninsured loss recovery claims.
• Where your act or omission prejudices your, or the underwriter’s position in connection with the action.
• Where advisers’ costs have not been agreed in advance or exceed those for which we have given our prior written approval.
• For advisers’ costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
• For the amount of advisers’ costs in excess of our standard advisers’ costs where you have elected to use an adviser of your own choice.
• Where you have alternative insurance cover.
• For claims made by or against the underwriters, us or the adviser.
• Where your motor insurer repudiate the motor insurance policy or refuse indemnity.
• For any claim arising from racing, rallies, competitions or trials.
• For advisers’ costs beyond those for which we have given our prior written approval.
• For an application for judicial review.
• For appeals without our prior written consent.
• Prior to the issue of court proceedings, for the costs of any legal representative other than those of the adviser unless a conflict of interest arises.
• For any action that we reasonably believe to be false, fraudulent, exaggerated or where you have made mis-representations to the adviser.

• Where at the time of the insured incident you were disqualified from driving, did not hold a licence to drive or the vehicle did not have a valid MOT certificate or road fund licence or comply with any laws relating to its ownership or use.

• For disputes over the level of advisers’ costs claimed from another party.

• For advisers’ costs where you are entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy.

• Arising from an allegation of a deliberate criminal act (including an allegation of violence) or omission by you.

• For your solicitors owns costs where your claim is being pursued under a conditional fee agreement.

• Where you should have realised when purchasing this insurance that a claim under this insurance might occur.

• For motoring prosecutions where your car insurer has agreed to provide your legal defence.

Conditions

1 Claims

a) You must notify us as soon as possible and within a maximum of 180 days once you become aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, our position has been prejudiced. To report a claim you must follow the instructions under the ‘How to make a claim’ section below.

b) We shall appoint the adviser to act on your behalf.

c) We may investigate the claim, take over and conduct the legal action in your name. Subject to your consent which must not be unreasonably withheld, we may reach a settlement of the legal action.

d) You must supply at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a conflict of interest arises and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any advisers costs’ in excess of our standard advisers costs.

The adviser must:

i.) Represent you in accordance with our standard conditions of appointment

ii.) Confirm in writing that he/she will enable you to comply with your obligations under this insurance and agree with us the rate at which his/her costs will be calculated.

If we cannot reach an agreement with the adviser over the terms of their appointment, the Law Society will be asked to nominate another legal representative and this nomination shall be binding.

e) The adviser must:

i.) Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained without charge

ii.) Keep us fully advised of all developments and provide such information as we may require

iii.) Keep us regularly advised of advisers’ costs incurred

iv.) Advise us of any offers to settle and payments in court.

If against our advice such offers or payments are not accepted there shall be no further cover for advisers’ costs unless we agree in our absolute discretion to allow the case to proceed

iv.) Submit bills for assessment or certification by the appropriate body if requested by us
vi.) Attempt recovery of costs from third parties
vii.) Agree with us not to submit a bill for advisers’ costs to the underwriters until conclusion of the legal action.
f) In the event of a dispute arising as to advisers’ costs we may require you to change adviser.
g) Underwriters shall only be liable for costs for work expressly authorised by us in writing and undertaken while there are reasonable prospects of success as defined under condition 3 below.
h) You shall supply all information requested by the adviser and us.
i) You are responsible for any advisers’ costs if you withdraw from the legal action without our prior consent. Any costs already paid under this insurance must be reimbursed by you.
j) You must instruct the adviser to provide us with all information that we ask for and report to us as we direct at their own cost.

2 Prospect of Success
At any time we may form the view that you do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support. In forming this view we may consider:
a) The amount of money at stake
b) Whether a person without legal expenses insurance would wish to pursue or defend the matter
c) The prospect of being able to enforce a judgement whether your interests could be better achieved in another way.

3 Disputes
Any disputes between you and us in relation to our assessment of your prospects of success in the case or nomination of solicitor may, where we both agree, be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

4 English law
This contract is governed by English law unless otherwise agreed.

5 Language
The language for contractual terms and communication will be English.

6 Cancellation
Cancellation within 14 days of starting this policy
You have 14 days from either the start date of the policy or the date you receive the policy document (whichever date is later) to cancel this cover. You can cancel by writing to Castle Cover or phoning Castle Cover on 0800 519 10 30. Providing a claim has not been made, a full refund of your premium will be provided.

Cancellation after the 14 days
Cancellation can take place immediately or at a later date by phoning Castle Cover on 0800 519 10 30. If no claims have been made during the insured period, Castle Cover will refund a percentage of the premium paid in proportion to the period of insurance left unused. If you breach the terms of this policy, we, or anyone we authorise, may cancel the insurance by giving seven days notice in writing to you at the address shown on the policy schedule/statement of fact, or alternative address provided by you. No refund of premium shall be made.

7. Contracts (Rights of Third Parties) Act 1999
This policy is a contract between you and us. It is not our intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this Policy or the right to enforce any part of it.
Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's firm reference number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA’s regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Complaints procedure

Castle Cover strives to provide the highest standard of service to you at all times. However, occasionally, things can go wrong and when this happens, Castle Cover is committed to sorting it out quickly. Castle Cover has a dedicated Customer Relations team, made up of specially trained advisors, one of whom will be responsible for logging, investigating and resolving your complaint.

If your complaint concerns the service or advice at Castle Cover

If you wish to make a complaint about the service or the advice Castle Cover has provided (including information or documentation issued to you), please contact their Customer Relations team in writing at the following address:

Customer Relations Manager
Deansleigh House
Deansleigh Road
Bournemouth
Dorset
BH7 7DU

If your complaint concerns the service provided by Arc Legal Assistance

We, at Arc, aim to get it right, first time, every time. If we make a mistake, we will try to put it right promptly.

If you are unhappy with the service that has been provided, you should contact us at the address below.

Arc Legal Assistance Ltd
P O Box 8921
Colchester
CO4 5YD
Tel 01206 616003
Email: enquiries@arclegal.co.uk

If your complaint cannot be resolved

If you are not satisfied with the final response from Castle Cover, you have the right to refer your complaint to the Financial Ombudsman Service, free of charge, but you must do so within six months of the date of the final resolution letter. Referral to the Ombudsman does not affect your right to take legal action. You can contact them as follows:

In writing:
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567
E-mail: complaint.info@financial-ombudsman.org.uk

Please note that if you do not refer your complaint within the six months, the Ombudsman will not have Castle Cover's permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.
Financial Services Compensation Scheme

Castle Cover and your insurer are covered by the independent Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk) or by writing to the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Total legal – additional legal services

In this package our aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal expenses. In particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:

• Sale of motor vehicle and challenging parking penalties.
• Divorce and child custody issues.
• Wills and probate.

To help you deal with these and other matters which may arise we are able to give you access to discounted legal services provided by us in partnership with our panel of solicitors. Our panel of solicitors are one of the country’s leading law firms with expertise in all areas where assistance is likely to be required.

If you would like to make use of the service please contact 0345 840 0094 and quote “Castle Cover Legal” for an initial telephone consultation which will be provided at no cost to you. Our panel of solicitors will give you a quotation for the likely cost of their representation and it will then be your decision whether you appoint them to act for you.

Law assistance – The Arc legal document service

As an addition to your legal expenses cover you have access to law assistance, an online legal document service. This will provide you with:

• Access to a range of free legal documents.
• A step by step walkthrough to assist you in completing the documents.
• Access to a variety of additional family law documents which you can try for free before purchasing.

The service can be accessed by visiting www.lawassistance.co.uk/la/arc where you can register your details using the voucher code: 10082

Free Advisory Helpline

In addition to your motor insurance, Castle Cover has arranged the following helpline services for you, providing free advice to all Castle Cover motor insurance customers. When you call, please confirm that you are a Castle Cover motor insurance customer.

Services available

European legal and tax advice

• Confidential legal advice over the phone on any private legal problem of concern to you or any member of your household.
• Confidential advice on a UK personal tax problem concerning you or any member of your household.

To use these complimentary services, please simply telephone 0345 840 0094 and quote ‘Castle Cover Legal Expenses’.
Emergency Breakdown

Your policy schedule/statement of fact will show if you have selected this cover

Intana Motor Assistance

The emergency breakdown service is provided by Intana, a trading style of Collinson Insurance Services Limited and Underwritten by Ageas Insurance Limited.

To make sure that you get the most from your cover, please take the time to read the documentation sent to you, which explains the policy between you and us. We suggest you keep this document in a safe place as you will need to refer to it in the event of a breakdown or accident. If you have any questions or would like more information, please contact Castle Cover.

How we can help

We are here to help you 24 hours a day, 365 days a year.

In the event of a breakdown in the UK, call our Motor Assistance helpline on 0800 952 9923.

If section 3 is operative and you have a breakdown in Europe, call our Motor Assistance helpline on 0800 952 9924.

Please refer to your documentation for operative sections.

When calling please provide the following information:

• Policyholder’s name.
• Registration number of the vehicle.
• Make, model and colour of the vehicle.
• Nature of the breakdown and location of the vehicle.

A Motor Assistance operator will arrange for one of our approved agents to come to your assistance as quickly as possible.

It is important that you contact our Motor Assistance centre as soon as possible after the breakdown. We will not cover any call-out charges and labour costs unless we have given our agreement.

All telephone calls to us are monitored and recorded as part of our training and quality assurance programmes.

When we cannot help

Our approved agents cannot work on your vehicle if it is unattended. Please do not arrange assistance before we have agreed. If you do, we will not pay the costs involved.

Cancellation Provisions

You may cancel your policy within 14 days of either receipt of your policy documents or the inception/renewal date of your policy (whichever is later) with a full refund of premium (providing no claims have been made). In order to cancel, please telephone the Customer Services number 0800 519 10 30 or write to Customer Services, Castle Cover, Deansleigh House, Deansleigh Road, Bournemouth BH7 7DU. You can also cancel your policy at any other time and you will receive a partial refund of premium proportionate to the unexpired period of your policy providing you have not made a claim.

Complaints Procedure

Our promise of good service

Castle Cover strives to provide the highest standard of service to you at all times. However, occasionally, things can go wrong and when this happens, Castle Cover is committed to sorting it out quickly.

If you wish to make a complaint about the service Castle Cover has provided, please contact their Customer Relations team in writing at:

Customer Relations Manager
Deansleigh House
Deansleigh Road
Bournemouth
Dorset BH7 7DU
If your complaint concerns the service provided by Intana.
It is the intention to give you the best possible service but if you do have an enquiry or complaint about your insurance please contact:

Quality Department
Intana
Sussex House
Perrymount Road
Haywards Heath
West Sussex
RH16 1DN

Telephone number: 01444 442010
or email on: quality@intana-assist.com

We will aim to provide you with a full response within four weeks of the date we receive your complaint and our response will be our final decision based on the evidence presented. If for any reason there is a delay in completing our investigations, we will explain why and tell you when we hope to reach a decision.

If your complaint cannot be resolved

If you are not satisfied with the final response from Castle Cover, you have the right to refer your complaint to the Financial Ombudsman Service, free of charge, but you must do so within six months of the date of the final resolution letter. Referral to the Ombudsman does not affect your right to take legal action. You can contact them as follows:

In writing:
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk

Please note that if you do not refer your complaint within the six months, the Ombudsman will not have Castle Cover’s permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Governing Law
This policy will be governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.

Language
The contractual terms and conditions, and other information relating to this contract will be in the English language.

Financial Services Compensation Scheme (FSCS)
Collinson Insurance Services Limited and Ageas Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations you may be entitled to compensation under the scheme. For this type of policy, the scheme covers at least 90% of any claims with no upper limit. More information can be obtained from www.fscs.org.uk.

Definitions
These definitions replace those found on page 5 in your policy and apply only to the Emergency Breakdown.

We/Us/Our
Intana, a trading style of Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN. Collinson Insurance Services Limited (FCA register number 311883) is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited
Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Ageas Insurance Limited, registered in England and Wales No. 354568, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
**You/Your**
The person who has taken out this policy.

**Insured person(s)**
You, and any passenger or driver who is in the vehicle with your permission at the time of the breakdown.

**Vehicle**
The vehicle declared to us. Cover extends to include any caravan or trailer attached to the vehicle at the time of the breakdown. The vehicle, excluding any caravan or trailer, must not weigh more than 3.5 tonnes gross vehicle mass or be over 5.5 metres (18 feet) in length, over 3 metres (9 feet 10 inches) high, or over 2.3 metres (7 feet 6 inches) wide. Any caravan or trailer attached to the vehicle must not weigh more than 3.5 tonnes gross mass, exceed 7.6 metres (25 feet) in length, exceed 3 metres (9 feet 10 inches) in height or exceed 2.3 metres (7 feet 6 inches) in width and must be fitted with a standard 50mm ball coupling.

**Territorial limits**

**UK Area**
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

**European Area**
The European Union (other than the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands), Albania, Andorra, Bosnia, Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

**Breakdown**
1. Mechanical or electrical failure; or
2. Accidental damage, or damage caused by vandalism, fire, theft or attempted theft; which stops your vehicle moving.

**Period of cover**
The period for which we have agreed to cover you. Please note that there is no cover for any breakdown within the first 48 hours following your initial purchase of this policy.

**Replacement parts**
Those mechanical or electrical components that are essential to return the vehicle to a roadworthy condition.

**Trip**
A journey abroad in the vehicle to the countries of the European Area, commencing and ending in the UK Area.

**Please note:** Cover under Part B applies door-to-door, so all the appropriate benefits apply within the UK Area during your direct journeys between home and the port or international rail terminal. You will be asked to demonstrate that you are planning or undertaking a journey abroad, for example by quoting a Channel crossing or accommodation booking reference.

**Hire or reward**
Any public or private hire which includes any payment in cash or kind by (or on behalf of) passengers which gives them a right to be carried, excluding car sharing schemes.

**Cover**
You are covered for the assistance services in this policy for a maximum of six breakdowns during the period of cover if you have paid your premium. We agree to provide the assistance services in this policy keeping to the terms, conditions and exclusions as long as the breakdown happens during the period of cover and within the territorial limits.
After we have dealt with your sixth breakdown, your policy becomes void. In such circumstances or if the service you require is not provided for under the terms of this policy, we will try if you wish to arrange it at your expense. The terms of any such assistance are a matter for you and your supplier.

Assistance services under this policy

PART A
For motoring within the UK Area only. Cover applies as described in Sections 1 & 2.

Section 1 – Motor Recovery
Cover under this section is also available to Motor Recovery Plus and Motor Recovery Gold policies.

What is Covered:
1. Emergency roadside repairs
   We will pay the call-out charge and up to one hour’s roadside labour costs for one of our approved repairers. The breakdown must occur at least one mile from your home.
2. Vehicle recovery
   If your vehicle cannot be repaired within one hour at the scene of the breakdown, we will pay for the cost of transporting your vehicle and insured person(s) to a single destination, being either:
   a) the nearest repairer; or  
   b) if the insured person wishes, their home address, provided it is nearer.
3. Emergency message service
   We will forward a message to a member of your family, friend or work colleague if you would like in the event of a claim under this policy.

What is not covered:
   a) roadside labour charges in excess of one hour.
   b) any labour charges incurred at the repairer’s premises.
   c) the cost of replacement parts or other materials used in the repair.
   d) toll and sea transit charges for the vehicle.

Section 2 – Motor Recovery Plus
Cover under this section is also available to Motor Recovery Gold policies.

What is Covered:
1. Doorstep Cover
   Doorstep provides all benefits and exclusions as stated under Section 1 ‘Emergency roadside repairs’ at or within a mile of your home address.
2. Getting you to your destination
   If your vehicle cannot be repaired on the same day as the breakdown, we will either:
   a) onward travel – pay the cost of transporting your vehicle or insured person(s) or both to a destination(s) within the UK Area provided that the insured person(s) are transported to the same destination; or
   b) temporary hire car – arrange and pay the cost of hiring a category A vehicle for up to 24 hours, to allow the insured person(s) to continue their journey to a destination within the UK Area. We will pay for rental charge of up to a Category A vehicle only, collision damage waiver and any necessary drop-off charge, but you remain responsible for the cost of any fuel used. Please note: You will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider. You must be able to satisfy the requirements of the hire car providers, as to an acceptable driving licence and minimum driver age. They will also require sight of your credit/charge card before releasing the replacement vehicle to you; or
   c) while the vehicle is being repaired – arrange transport for
insured person(s) to travel to a hotel. You will have to pay for the cost of this, and the hotel costs; but we will reimburse you up to £50 per person per night for accommodation. The most we will pay for transport to the hotel and the cost of hotel accommodation is £300 for any one breakdown.

You must pay the hotel bill, but we will pay you back on receipt of the relevant bill(s) subject to the £300 limit for any one breakdown. You must send us all the relevant invoice(s) before we will reimburse you. At all times we decide on the best way of providing help.

What is not covered:

a) any costs which you would have had to pay during your journey if you had not claimed under this section of the policy. For example, the cost of meals and other food or hotel costs which you had already planned to pay.
b) toll and sea transit charges for the vehicle.
c) long-distance transport of the vehicle to the premises where the vehicle was purchased or previously repaired, solely to claim under a warranty scheme, when a suitable alternative repairer is nearer to hand.
d) fines, parking charges and any congestion charges arising from use of a replacement vehicle.

PART B

Motor Recover Gold. For motoring within the European Area only, or your direct journeys between your home and your port or international rail terminal. Cover applies as described in Section 3.

Section 3 – Motor Recovery Gold (European Cover)

Cover under this section is available to Motor Recovery Gold policies only. Cover included under Motor Recovery and Motor Recover Plus is also available to Motor Recovery Gold policy holders.

This Section only applies if your vehicle is under 10 years old. The most we will pay for all claims arising from any one breakdown is £3,000.

What is Covered:

1. Cover prior to departure

If the vehicle is immobilised or rendered unroadworthy as a result of a breakdown occurring during the seven days immediately preceding your arranged date of departure for a trip, and it cannot be repaired or is not recovered prior to the arranged date of departure, we will pay up to £750 in total under this policy to enable you to continue your originally planned trip. We will pay for the following:

a) The hire of a suitable replacement vehicle, where available, for the purpose of carrying out the original trip (including rental charge, collision damage waiver and any necessary drop-off charge). Please note: you will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider.

OR

b) The additional cost of rebooking any sea crossing missed as a result of the breakdown giving rise to a claim (or, where the original route is unavailable, the nearest suitable alternative sea crossing).

Any claim involving the hire of a replacement vehicle must have our prior approval. You must contact us as soon as you know your vehicle may be unavailable for the planned trip.

Your claim must be supported by a letter from a garage confirming:
- the regular maintenance and servicing of your vehicle;
- precise details of the breakdown;
- the breakdown, when occurring, was sudden and unforeseen;
- repairs cannot be effected before the date planned for you to begin your trip.

What is not covered:

a) any claim under this section resulting from a breakdown if you have purchased this cover less than TEN days before the planned date of departure of your trip.

b) any claim under this section when actual or imminent breakdown
of your vehicle is discovered or diagnosed in the course of a service carried out less than TEN days prior to your planned date of departure.

c) loss of use of a vehicle hired to you.

d) the cost of fuel and oil used in any replacement vehicle.

e) the cost of any Personal Accident insurance or other benefit not specifically covered under this policy.

f) fines, parking charges and any congestion charges arising from use of a replacement vehicle.

g) Trips solely within the UK Area.

2. Emergency roadside repairs

We will pay the call-out charge and up to one hour's roadside labour costs for one of our approved agents to attend the scene of the breakdown, and where possible, carry out emergency repairs.

3. Vehicle recovery

If your vehicle cannot be repaired within one hour at the scene of the breakdown, we will pay for the cost of transporting your vehicle and insured person(s) to the nearest repairer.

4. Getting you to your destination

If your vehicle cannot be repaired on the same day as the breakdown, we will either:

a) onward travel – pay the cost, up to the value of your vehicle, of transporting the insured person(s) to a destination within the European Area provided that the insured person(s) are transported to the same destination; or

b) temporary hire car – arrange and pay the cost of hiring a replacement vehicle while the vehicle is being repaired, but the most we will pay for any one claim is £750; or

c) hotel accommodation – arrange transport for the insured person(s) to travel to a hotel. You will have to pay for the cost of this, and the hotel costs; but we will reimburse you up to £50 per person per night for accommodation while the vehicle is being repaired. The most we will pay for transport to the hotel and the cost of hotel accommodation is £500 for any one breakdown. You must pay the hotel bill, but we will pay you back on receipt of the relevant bill(s) subject to the £500 limit for any one breakdown.

You must send us all the relevant invoice(s) before we will reimburse you.

5. Vehicle Repatriation

In addition to Section 4, if the vehicle is lost, immobilised or rendered unroadworthy during a trip as a result of a breakdown, we will pay:

a) The cost of transporting you, with your hand luggage and valuables, to your home address in the UK Area if the vehicle cannot be and could not have been repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of your return home. The means of transport to be employed shall be at our discretion and subject to availability.

b) The cost of transporting the vehicle to your home address or repairer in the UK Area if repairs cannot be carried out abroad (or the vehicle, if stolen, has been recovered but not in a roadworthy condition), by the intended time of your return home.

c) We will pay for necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs.

OR

When agreed in advance by us, we will pay the cost of one person to travel to the location of the vehicle by public transport to drive the repaired vehicle to your home address in the UK Area.

The maximum we will pay under this policy to repatriate the vehicle will be limited to its current market value in the UK Area.

Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in the UK Area, and when you confirm to us that these repairs will be put in hand.
If you are repatriated by us, we will pay the cost of transporting your personal possessions, other than hand luggage and valuables, to your home address either together with or separately from the vehicle.

If a replacement vehicle has been provided, once the vehicle has returned to the policyholders home address within the UK Area, it will no longer be covered irrespective of whether the original vehicle is still in the process of repatriation.

What is not covered:

a) charges for any labour not incurred at the roadside.
b) the cost of replacement parts or other materials.
c) any winching costs or the use of specialist off-highway-recovery equipment.
d) the cost of fuel and oil used in any replacement vehicle.
e) the cost of any optional Personal Accident insurance or other benefit not specifically covered under this policy.
f) costs incurred outside the period of the trip.
g) fines, parking charges and any congestion charges arising from use of a replacement vehicle.
h) trips solely within the UK Area.
i) repatriation of vehicle occupants injured in an accident involving the vehicle.

6. Replacement Parts Despatch

If the vehicle needs replacement parts during a trip outside the UK Area and these are not available locally, then on receipt of your instructions we will undertake to obtain them elsewhere, and will pay all freight charges involved in despatching them to the location of the vehicle. The maximum we will pay under this section will be £600. Please be aware there may be some delay in despatching replacement parts.

We will endeavour to provide the replacement parts required but we can give no guarantee that they will be available, especially in the case of older vehicles where parts may be impossible to locate.

We will pay the cost of location and transport of the replacement parts. The actual cost of the parts and any Customs Duty must be paid to us by you by a debit to your credit or charge card or by a prior deposit of funds in the UK Area.

When you are invoiced for a surcharge subject to the return of the old unit or part, you must return the defective part at your own expense to the supplier.

If you instruct us to obtain replacement parts and these are not subsequently required, or you do not await their arrival, or you have instructed us to order incorrect replacement parts, you will be responsible for the net cost of such parts, including all forwarding charges arising from their return and also any further delivery charges for the correct part.

If you request a repairing garage or dealer to specify replacements parts then the instructions from the garage or dealer will be treated as coming from you.

What is not covered:

a) the actual costs of any parts.
b) trips solely within the UK Area.
c) Forwarding charges in excess of the market value of the vehicle.
d) Forwarding charges for non-essential replacement parts.
e) Any costs that exceed £600.

General Exclusions applying to all sections

What is not covered:

1. The breakdown of your vehicle:

- occurring within 48 hours following your initial purchase of this policy.
- if it has knowingly been driven in an unsafe or unroadworthy condition; or
- which has resulted from lack of oil, fuel or water; or
- which occurs while your vehicle is being used for motor racing, trials, rallying, or is used for hire or reward or courier services.

2. The cost of:
- any storage charges. You will be responsible for any vehicle storage charges incurred when you are using our services; or
- spare or replacement parts, fluids or fuel or any other materials used in repairing your vehicle; or
- any other repairs except those at the scene of the breakdown; or
- fitting a wheel if your vehicle does not have a serviceable spare wheel; or
- replacing broken windows or keys or finding missing keys; or
- ferry crossings (under sections 1 & 2), parking charges, congestion charges, fines or toll charges.
- loss of or damage to contents of the vehicle; or
- telephone calls when contacting us. Wherever possible we will call you back as soon as possible; or
- any direct or indirect loss of any kind arising from the provision of, or any delay in providing, the services which this policy relates, unless negligence on our part can be demonstrated. An example of this would be the loss of wages as a result of a breakdown; or
- of draining or removing contaminated fuel or other fluids. We will arrange local recovery, but it will be your responsibility to pay for any work carried out; or
- locksmiths, glass replacement or tyre specialists; or
- any costs which you would have had to pay during your journey if you had not claimed under this section of the policy. For example, the cost of meals and other food or hotel costs which you had already planned to pay.

3. Any charges arising from an insured person’s failure to comply with our instructions in respect of the assistance being provided.

4. Any costs incurred before you have notified us of the breakdown.

5. Any vehicle which cannot be recovered by a standard trailer or transporter.

6. The recovery of a caravan or trailer on tow which exceeds 3.5 tonnes gross vehicle mass, 7.6 metres (25 feet) in length, 3 metres (9 feet 10 inches) in height, 2.3 metres (7 feet 6 inches) in width or is not fitted with a standard 50mm ball coupling.

7. Breakdowns caused by, contributed to by or arising from:
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
- war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

8. Apart from us, the insured person is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to any third-party rights or interests.

9. Any claim directly or indirectly caused by or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

10. Any recurring claim due to the same cause within the last 28 days, where a permanent repair has not been undertaken to correct the fault.

11. The provision of service to vehicles temporarily immobilised by floods, snow-affected roads, sand or mud, situated in areas to which our agents have no right of access, or on Motor Traders’ premises.
12. Any deliberately careless or deliberately negligent act or omission by you.

13. Any winching costs or specialist off-highway-recovery equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the highway or is overturned or without wheels, would be considered as specialist. Once the vehicle has been recovered to a suitable location, normal service will be provided.

14. Assistance following a breakdown or accident attended by the police or other emergency services until they have authorised the vehicles removal.

Conditions

1. You must answer all questions about this policy honestly and fully at all times. You must also tell us straight away if anything that you have already told us changes. If you do not tell us, your policy may be cancelled and any claim you make may not be paid.

2. An insured person must keep to the terms and conditions of this policy. You must make no admission, offer, promise or payment without our prior consent. In order to benefit from the cover, an insured person or member other than the Policyholder must agree to abide by all the relevant terms, conditions and exclusions of this policy.

3. At all times during the period of cover, the vehicle must be maintained in a roadworthy condition and regularly serviced.

4. If you fail to satisfy the terms of your policy, We may choose to cancel your policy during the period of insurance by giving you 14 days written notice of cancellation to the last address you provided us with. Examples of when we might do this includes you not paying a premium instalment when due, us discovering that your vehicle is no longer eligible for cover, etc. You can cancel this policy at any time. If the policy is cancelled because we have covered you for six breakdowns in the period of cover, we or Ageas Insurance Limited will not refund any premium you have paid.

5. An insured person must be present with the vehicle when the approved agent arrives.

6. We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.

7. The transportation of any animal or livestock is undertaken solely at our discretion and we accept no liability for the safety or welfare of any animal or livestock during its transportation.

8. We or Ageas Insurance Limited will not pay for any loss that is not directly covered by the terms and conditions of this policy. For example we or Ageas Insurance Limited will not pay for loss of income from taking time off work because of a breakdown, or loss from cancelled or missed appointments.

9. We or Ageas Insurance Limited will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

10. This policy will be governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.

11. You must contact the Emergency Centre and obtain our prior consent before agreeing or incurring any costs in relation to any incident which may be the subject of a claim. We will not accept liability for expenses incurred without our prior knowledge or consent. Please telephone us first.

12. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to us.
13. **You** will be required to reimburse **us**, within seven days of **our** request to **you**, any costs or expenses **we** have paid out on **your** behalf which are not covered under the terms of the insurance.

**Data Protection Notice**

Please read this notice carefully as it contains important information about **our** use of your personal information.

In this notice, unless otherwise indicated, we and us and our mean any, or all, of:
- Intana, a trading style of Collinson Insurance Services Limited ("Intana");
- Ageas Insurance Limited ("Ageas"); and
- Castle Cover, a trading style of Ageas Retail Limited ("Castle Cover").

Your personal information means any information we hold about you and any information you give us about anyone else. You should show this notice to anyone else insured or proposed to be insured under your policy as it will also apply to them. It explains how we use all the information we have about you and the other people insured under your policy.

Please note that if you give us false or inaccurate information this could give Ageas or Castle Cover the right to avoid your insurance policy or it could impact your ability to claim.

**Sensitive information**

Some of the personal information that we may ask you to provide may constitute “sensitive personal data”. This may include, without limitation, information relating to any criminal convictions. We may need to use sensitive personal data to provide you with quotes, arrange and manage your policy and to provide the services described in your policy documents (such as dealing with claims).

**How we use your personal information**

We may share your personal information with other companies within our respective groups for any of the purposes set out in this notice.

If you want to know more about the Collinson group (the group which includes Intana), please go to www.collinsongroup.com. If you want to know more about the Ageas group please go to: www.ageas.co.uk.

We will use your personal information to arrange and manage your insurance policy, including handling underwriting and claims and issuing renewal documents and information to you. We will also use your personal information to assess your insurance application.

We may research, collect and use data about you from publicly available sources including social media and networking sites. We may use this data for the purposes set out in this notice, including fraud detection and prevention.

We may have to share your personal information with other insurers, statutory bodies, regulatory authorities, our business partners or agents providing services on our behalf and other authorised bodies.

Ageas will share your personal information with others:
- if Ageas needs to do this to manage your policy;
- for underwriting purposes, such as assessing your application and arranging your policy;
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if Ageas is required or permitted to do this by law (for example, if Ageas receives a legitimate request from the police or another authority); and/or
- if you have given Ageas permission.

You can ask for further information about Ageas’ use of your personal information. If you require such information, please write to the Data Protection Officer at the corresponding address set out below.
Intana will share your personal information with others:

• if Intana needs to do this to manage your policy, including settling claims;
• for management information purposes;
• to prevent or detect crime, including fraud;
• if Intana is required or permitted to do this by law (for example, if Intana receives a legitimate request from the police or another authority); and/or
• if you have given Intana permission.

You can ask for further information about Intana’s use of your personal information. If you require such information, please write to the Data Protection Officer at the corresponding address set out below.

Preventing and detecting crime

Ageas may use your personal information to prevent crime. In order to prevent and detect crime Ageas may:

• check your personal information against Ageas’ own databases;
• share it with fraud prevention agencies. Your personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when you make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, Ageas will share your relevant personal information with them. The information Ageas shares may be used by those companies when making decisions about you. You can find out which fraud prevention agencies are used by Ageas by writing to Ageas’ Data Protection Officer at the corresponding address set out below; and/or
• share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Limited. Ageas may pass information relating to your insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with others on your behalf

To help you manage your insurance policy, subject to answering security questions, we will deal with you or your husband, wife or partner or any other person whom we reasonably believe to be acting for you if they call us on your behalf in connection with your policy or a claim relating to your policy. For your protection only you can cancel your policy or change the contact address.

Marketing

We may use your personal information and information about your use of our products and services to carry out research and analysis. We will only use your personal information to market our products and services to you if you agree to this.

Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud. We may also use CCTV recording equipment in and around our premises.

Further information

You are entitled to receive a copy of any of your personal information we hold. We may charge you a small fee for this. If you would like to receive a copy, or if you would like further information on, or wish to complain about, the way that we use your personal information:

In respect of information held by Intana, please write to The Data Protection Officer at Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN giving your name, address and insurance policy number.

In respect of information held by Ageas, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA giving your name, address and insurance policy number.
In respect of information held by Castle Cover, please write to The Data Protection Officer at Ageas Retail Limited, Deansleigh House, Deansleigh Road, Bournemouth, BH7 7DU giving your name, address and insurance policy number.

If we change the way that we use your personal information, we will write to you to let you know. If you do not agree to that change in use, you must let us know as soon as possible.

Please note – Intana may access your personal data from outside of the European Economic Area for the purposes of providing the services described in your policy documents, such as dealing with your claim.

**Excess Protect**

Your policy schedule/statement of fact will show if you have selected this cover.

This insurance is administered by Direct Group Limited and arranged by UK General Insurance Limited on behalf of Ageas Insurance Limited, Registered in England no. 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

If you have paid the premium as shown in the statement of insurance, we will agree to insure you, subject to the terms and conditions of this policy, for the excess you may incur for an insured event occurring during the period of insurance.

Please take time to read this policy document, especially the section titled ‘How to Make a Claim’.

This policy and its statement of insurance are important documents. Please keep them in a safe place in case you need to refer to them for any reason. If you do need to discuss any aspect of this policy then please call Castle Cover on 0800 519 10 30.

Your policy will end if:
(a) you do not pay the premium;
(b) your residential address is no longer in the United Kingdom;
(c) you or we cancel the policy.

**What is covered**
During the period of insurance, we will pay the amount shown below if the insured vehicle is involved in an insured event where recovery cannot be made from a third party. This policy will pay out the lesser of:
• your excess; or
• the sum insured.

**Eligibility**
You are eligible to take out Castle Cover Excess Protect insurance if on the start date you agree to pay the premium and:
• you are the policyholder of a valid motor insurance policy; and
• you are aged 17 years or over; and
• you are a UK resident with a permanent UK address.

**Definitions**
The following words or phrases have the same meaning wherever they appear in your policy.

**Accident/accidental**
Means a sudden and unexpected event which happens by chance during the period of insurance.

**Administrator**
Direct Group Limited at Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL.

**Excess**
The amount which you are required to pay under the terms and conditions of your motor insurance policy following an insured event, except the glass or windscreen excess.
Geographical limit
This policy only provides cover for incidents that occur within the United Kingdom, or, if your motor insurance policy provides cover for using the insured vehicle abroad, within the European Union and any other country which the Commission of the European Communities is satisfied has made arrangements under article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle, including transit by sea, rail or air directly between two of these places. Under no circumstances will cover under this policy operate in any country which is not specifically covered by your motor insurance policy.

Insured event
An accidental incident, within the geographical limit, involving the insured vehicle which requires you to make a claim on your motor insurance policy.

Insured vehicle
The vehicle listed in and insured under the motor insurance policy.

Motor insurance policy
The Castle Cover motor insurance policy that has been issued to you for the insured vehicle.

Period of insurance
This policy will run concurrently with your motor insurance policy for a maximum of 12 months. If you arranged this policy after the start date of your motor insurance policy cover will be provided from the date you bought it and will end on the expiry date of your motor insurance policy, as detailed on the certificate of motor insurance.

Policy
The documents consisting of your policy wording and your statement of insurance.

Statement of insurance
The document which describes to you the level of cover you have purchased and any other details of your policy that are specific to you.

Sum insured
£500 being the maximum amount payable by us in respect of any one claim during any period of insurance.

Start date
The date shown in your statement of insurance which is the date from which you are covered under the policy.

Total loss
Where the insured vehicle is deemed beyond economic repair.

United Kingdom/UK
England, Scotland, Wales, Northern Ireland including Isle of Man.

We/us/our
UK General Insurance Ltd on behalf of Ageas Insurance Limited.

You/your
Any person aged 17 years or over who is a named driver on the motor insurance policy and is a UK resident with a permanent UK address.

How to make a claim
We hope you won’t suffer any misfortune that would result in you making a claim, but if you do, the following guidance may be of assistance.

1. Please read your policy document to check that the cause of the claim is covered.
2. Contact the administrator on 0345 840 0092 as soon as possible
3. The administrator will provide you with a list of the documents or evidence that is required.

UK General Insurance Limited is an agent of Ageas Insurance Limited and in the matters of a claim act on its behalf.

What is not covered
This policy will not cover:
• Claims when the amount claimed on the motor insurance policy does not exceed the excess amount
• More than two claims in the period of insurance.
• Any claim which has occurred within a country which is not specifically covered by your motor insurance policy.
• Any claim where the excess is covered by an existing warranty.
• Any excess for theft or attempted theft of personal belongings.
• Any claim for windscreen or glass damage.
• Any insured event which occurs whilst the insured vehicle is being used and/or driven on any race track, circuit or other prepared course.
• Any insured event which occurs whilst the insured vehicle is being driven by someone who is under 17 years of age.
• Any claim where the excess has been waived or where a third party has reimbursed you or made good any loss or damage in respect of which you have or would have otherwise have claimed against your motor insurance policy.

General exclusions

We will not pay for:

Radioactive contamination

Excesses payable in respect of damage caused by;

• ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
• the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

War risks

Any loss or damage by any sort of war, invasion or revolution.

Sonic bangs

Loss or damage caused by pressure waves from aircraft or other flying objects travelling at or above the speed of sound.

Confiscation

Loss or damage caused by nationalisation or confiscation by any authority.

Terrorism

Excesses payable in respect of damage directly or indirectly caused by, resulting from or in connection with any act of Terrorism.

For the purpose of this exclusion, “terrorism” means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

General conditions

False/fraudulent claims

If you or anyone acting on your behalf makes a claim under this policy and know the claim is false or fraudulent in any way, the cover will be void and the claim will not be paid, and all monies received by you or your representatives, shall be immediately repaid. We may also share this information with other insurers and with the appropriate law enforcement authorities.

Claims

In the event of any incident which may give rise to a claim you must follow the claims procedure detailed in this policy.

Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

Data Protection

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information
in confidence for processing to other companies acting on
their instructions including those located outside the European
Economic Area.

The Data Protection Act 1998 gives you the right to a copy of your
personal data held by us upon payment of a fee.

Rights and responsibilities
We have the right, at our expense and in your name to:
• take over the defence or settlement of any claim;
• start legal action to get compensation from anyone else; and
• start legal action to get back from anyone else any payments
  that have already been made.

You must give us or the administrator, all the information we or
they reasonably ask for about the claim. At our cost you must also
help us to take legal action against anyone or help us defend any
legal action if we ask you to.

Consumer Insurance Act
You are required by the provisions of the Consumer Insurance
(Disclosure and Representations) Act 2012 to take care to supply
accurate and complete answers to all the questions asked when
you purchased the policy and to make sure that all information
supplied to us is true and correct. This also applies if you wish
to make any changes to your policy during the period of cover,
or if you make a claim under this policy. You must tell us of
any changes to the answers you have given as soon as possible.
Failure to advise us of a change to your answers may mean that
your policy is invalid and that it does not operate in the event of
a claim.

If you do not answer questions truthfully and accurately, then this
may affect your policy cover. In the event that you have supplied
us with information which is incorrect or false we reserve the
right to declare your policy invalid and cancel your cover, with
no refund of premium. In the event that you have made a claim,
we may refuse to pay all or part of that claim; please refer to
‘General Policy Conditions & Exclusions’ for more information.

Change of circumstances
You must immediately advise Castle Cover if any of the following
circumstances change, at any point during the period of cover:
• You are no longer a permanent lawful resident of the UK;
• You change your address;

Other insurance
In the event that your excess is covered by another policy and
you make a claim on that policy, you must notify us immediately
and you may be required to repay some or all of the payment that
you have received from us under this policy.

Transferring your interest in the policy
You cannot transfer your interest in the policy to anyone else.

Cancellation
You will have 14 days from the date of purchase or receiving
the policy document to cancel this policy with a full refund of
premium (providing no claims have been made). In order to
cancel, please telephone the Customer Services number
0800 519 10 30 or write to Customer Services, Castle Cover,
Deansleigh House, Deansleigh Road, Bournemouth BH7 7DU. You
can also cancel your policy at any other time and you will receive
a partial refund of premium proportionate to the unexpired period
of your policy providing you have not made a claim.

Castle Cover may cancel your policy if you do not pay the premium.
We shall not be bound to accept renewal of any insurance and
may at any time cancel any insurance document by giving 14 days’
notice in writing where there is a valid reason for doing so. A
cancellation letter will be sent to you at your last known address.
Valid reasons may include but are not limited to:
a) Non-payment of premium
b) Threatening and abusive behaviour
c) Non-compliance with policy terms and conditions

Provided the premium has been paid in full you will be entitled
to a proportionate refund of premium in respect of the unexpired
period showing on the insurance.
How to make a complaint

Castle Cover strives to provide the highest standard of service to you at all times. However, occasionally, things can go wrong and when this happens, Castle Cover is committed to sorting it out quickly.

If you have a complaint about the way in which your policy was sold to you, please contact their Customer Relations team in writing at:

Customer Relations Manager
Deansleigh House
Deansleigh Road
Bournemouth
Dorset
BH7 7DU

If you have any questions or concerns about the handling of a claim you should contact the administrators at;

Direct Group Limited
Quay Point
Lakeside Boulevard
Doncaster
DN4 5PL
Customer.relations@directgroup.co.uk.
Telephone: 0345 045 2250
(all calls are recorded for training, compliance, claims and counter fraud purposes).

Please ensure your claim number is quoted in all correspondence to assist a quick and efficient response

If your complaint cannot be resolved

If you are not satisfied with the final response from Castle Cover, you have the right to refer your complaint to the Financial Ombudsman Service, free of charge, but you must do so within six months of the date of the final resolution letter. Referral to the Ombudsman does not affect your right to take legal action. You can contact them as follows:

In writing:
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567
E-mail: complaint.info@financial-ombudsman.org.uk

Please note that if you do not refer your complaint within the six months, the Ombudsman will not have Castle Cover's permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Authorisation

Direct Group Limited and UK General Insurance Limited are both authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Conduct Register at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the independent Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Ageas Insurance Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.
Substitute Vehicle

Your policy schedule/statement of fact will show if you have selected this cover.

What is covered
This insurance cover provides you with a substitute vehicle, within the geographical limits for up to 14 continuous days to help keep you on the road following an insured incident.

Who provides your cover
This insurance is underwritten by Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Conduct Authority Registered Number: 202039.

Claims handling for this substitute vehicle policy is provided by Ageas Services (UK) Limited.

The hire company provides the substitute vehicle under this policy, but the contract of insurance remains between you and Ageas Insurance Limited.

If you or any insured person is under 21 years of age, the hire company may appoint another hire car company to provide you with your substitute vehicle.

Please take the time to read the details of your substitute vehicle policy. If there is anything you do not understand, please call Castle Cover on 0800 519 10 30 who will be happy to help.

Definitions
All through your substitute vehicle policy there are certain words printed in bold. These words have special meanings which are shown below.

Claims handler
Ageas Services (UK) Limited.

Geographical limits
England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands and while the insured vehicle is being transported between any of these countries.

Hire company
Enterprise Rent-A-Car UK Limited, Enterprise House, Delta Way, Egham, Surrey TW20 8RX or such other hire company as the insurer may appoint from time to time.

Insurer
Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

Insured incident
A fault road traffic accident, theft, attempted theft, fire, vandalism or an act of malicious damage within the geographical limits that renders the insured vehicle a total loss (a write off) or immobilised (as determined or accepted by the insurer or by a garage who is a member of the Vehicle Builders & Repairers Association (VBRA) or Motor Vehicle Repairers Association (MVRA) or another similar recognised body).

Insured person
A full driving licence holder aged 17 years to 85 years inclusive, who is authorised under your motor insurance policy to drive the insured vehicle (as shown on the current certificate of motor insurance issued by Castle Cover) as at the date of the insured incident.

Insured vehicle
The vehicle specified in the motor insurance policy issued by
Castle Cover, for which you hold a current certificate of motor insurance at the time of the insured incident.

**Motor insurance policy**
The motor insurance policy which you have taken out through Castle Cover to cover your insured vehicle.

**Period of insurance**
This substitute vehicle policy will run concurrently with your motor insurance policy for a maximum of 12 months. If the policy was arranged after the start date of your motor insurance policy, cover will be provided from the date you bought it and will end on the expiry date of your motor insurance policy.

**Substitute vehicle**
A substitute vehicle which is provided to you on a temporary basis in the event of an insured incident. The actual make and model of the substitute vehicle will be decided by the hire company. The substitute vehicle will, where possible, be of a similar engine size to the insured vehicle but will be subject to a maximum engine size of 1600cc.

**Substitute vehicle policy**
This substitute vehicle policy which is a separate and stand-alone insurance contract to your motor insurance policy.

**Third party**
The other person(s) responsible for the insured incident, excluding any insured person.

**You, your**
Any insured person.

**How to make a claim**
If you need to make a claim for a substitute vehicle due to an insured incident then please call Ageas Services (UK) Limited on 0345 840 0091. Lines are open 8am – 9.30pm Monday to Friday.

If you have a valid substitute vehicle policy in place and the claim is due to an insured incident you will be provided with a substitute vehicle within 1 working day of the claim being accepted. The following process will be undertaken to provide a substitute vehicle:

- **You** will be required to provide your crime reference number for all theft damage, malicious damage or vandalism related claims.
- **You** will be required to present the following documents to the hire company:
  - Valid motor insurance policy documents including a current certificate of motor insurance
  - The photocard and paper counterpart driving licence for yourself and any other insured drivers you wish to drive the substitute vehicle.
  - If you do not provide these documents and, if applicable, a crime reference number, you will not be provided with a substitute vehicle and your claim will not be covered under this policy.
- **You** will be required to provide a credit or debit card when your substitute vehicle is provided. You may be charged a fee of £1 on your card. This will be refunded when you return the substitute vehicle to the hire company providing the conditions of this policy are met:
  - The hire car will be provided with some fuel and it is your responsibility to replenish the tank to the same level as you received it, ready for the hire company to collect (from any UK registered address). Any excess fuel cannot be refunded. You will be responsible for any additional, necessary costs that are incurred in delivering or collecting the car (e.g. tolls, water crossing).

**Conditions**

1. **This substitute vehicle policy** provides you with a substitute vehicle within the geographical limits following an insured incident occurring during the period of insurance. You will be provided with the substitute vehicle for up to 14 continuous days.
2. If the insured vehicle is repaired or replaced under the terms of
your motor insurance policy before the substitute vehicle period referred to in clause 1 above expires, all cover under this policy will terminate.

3. If the insured vehicle is stolen but later recovered in a driveable condition, before the substitute vehicle period referred to in clause 1 above expires, the period during which a substitute vehicle will be provided under this substitute vehicle policy will terminate on the date on which your insured vehicle is recovered.

4. No more than 2 claims can be made during the period of insurance.

5. Only one substitute vehicle will be provided per insured incident.

What is not covered

1. Any claim for a substitute vehicle where your motor insurer does not agree to pay your claim for loss or damage to your insured vehicle under the terms of your motor insurance policy following an insured incident which gives rise to a claim under this substitute vehicle policy.

2. Any claim where the insured vehicle was being used for hire or reward, racing, competitions, rallies or trials at the time of the insured incident.

3. Any claim where the insured vehicle has been stolen or has suffered damage from attempted theft, malicious damage or vandalism, which you have not reported to the police.

4. Any sea transit charges for the delivery and collection of the substitute vehicle.

5. All fees, fines, fares and fuel relating to the substitute vehicle while you hire it.

6. Any further hire charges due after;
   1. the first 14 days of hire; or
   2. the date on which the insured vehicle is repaired or replaced under the terms of your motor insurance policy; or
   3. the seventh day since receiving the first settlement offer from your insurer, whichever is earlier.

7. Any insurance excess payable in the event of a claim arising out of an accident involving the substitute vehicle.

8. Any claim which you report to the claims handler more than 14 days after the insured incident.

9. Any claim for a substitute vehicle which you report to the claims handler more than 5 days after the insured vehicle has been determined, or accepted, by the Insurer to be a total loss (a write off) or immobilised.

10. Any claim:
   a. where the insured incident was due to a deliberate or criminal act of an insured person;
   b. which is fraudulent, false or exaggerated; or
   c. which is genuine, but which an insured person has used fraudulent means or false statements to make.

In these circumstances the insured person will be held responsible for any costs paid or due to the hire company.

11. Any insured incident, which happened before the substitute vehicle policy started.

12. Any claim for a substitute vehicle where your insured vehicle was lost or damaged as a direct or indirect result of a flood.

13. Any claim for a substitute vehicle which is covered under any other policy, or any claim that would have been covered by another policy, if this substitute vehicle policy did not exist.

14. Any claim for a substitute vehicle where it is possible to recover the amount paid to you under your motor insurance policy for the loss or damage to your insured vehicle and the cost of a substitute vehicle from a third party.

Cancellation

1. Cancellation of your substitute vehicle policy within 14 days of starting the policy.

You have 14 days from the start date of this policy or the date you receive your substitute vehicle policy documents (whichever is
the later) to cancel the cover and receive a full refund of premium subject to no claims being made. **You** can cancel by phoning Castle Cover on 0800 519 10 30.

2. Cancellation of your **substitute vehicle** policy after the 14 day period.

If you want to cancel your **substitute vehicle** policy after the 14 days, you may do so by phoning Castle Cover on 0800 519 10 30 or in writing to:

Castle Cover
Deansleigh House
Deansleigh Road
Bournemouth
BH7 7DU

If no claims have been made during the insured period, Castle Cover will refund a percentage of the premium paid in proportion to the period of insurance left unused.

If you break any terms and conditions of this **substitute vehicle** policy the Insurer can cancel the policy at any time on 7 days notice in writing to your last known address.

**Financial Services Compensation Scheme (FSCS)**

If the **insurer** cannot meet its liabilities under this **substitute vehicle policy**, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). For this type of policy the scheme covers at least 90% of any claim with no upper limit.

**You** can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0207 741 4100.

**How to make a complaint**

If your complaint concerns the service or the advice Castle Cover has provided (including information or documentation issued to you), please contact their Customer Relations team in writing, quoting your policy number, at:

Exchange Tower
Harbour Exchange Square
London
E14 9SR

If you have a complaint regarding your claim, please telephone Ageas Services (UK) Limited on 0345 840 0091. Alternatively you can write to Ageas Services (UK) Limited at the address below.

Customer Services Advisor
Ageas Services (UK) Limited
Ageas House, Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire SO53 3YA

The party who you address your complaint to will try to resolve your complaint by the end of the next working day. If they are unable to do this, they will write to you within five working days to either:

• Tell you what they have done to resolve the problem; or

• Acknowledge your complaint and let you know when you can expect a full response. They will also let you know who is dealing with the matter.

The party who you address your complaint to will always aim to resolve your complaint within four weeks of receipt. If they are unable to do this they will give you the reasons for the delay and indicate when they will be able to provide a final response.

**If your complaint cannot be resolved**

If you are not satisfied with the final response from Castle Cover, you have the right to refer your complaint to the Financial Ombudsman Service, free of charge, but you must do so within six months of the date of the final resolution letter. Referral to the Ombudsman does not affect your right to take legal action. You can contact them as follows:
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567
E-mail: complaint.info@financial-ombudsman.org.uk

Please note that if you do not refer your complaint within the six months, the Ombudsman will not have Castle Cover's permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Governing law and language
English law will apply to your substitute vehicle policy unless you and the insurer agree otherwise. (If you live in Jersey, the law of Jersey will apply to your substitute vehicle policy and the Jersey Courts will have exclusive jurisdiction over disputes between the insurer and you in relation to it). All communication is to be conducted in English language.

Data Protection Act
For the purposes of this section of your substitute vehicle policy “we” and “us” means the insurer, the claims handler and Castle Cover.

Your personal information means any information we hold about you and any information you give us about anyone else. You should show this notice to anyone covered or proposed to be covered under this policy as it will also apply to them. You must ensure that all personal information you provide is accurate and complete.

Please note that if you give us false or inaccurate information this could give the insurer the right to avoid your substitute vehicle policy or it could impact your ability to claim.

Sensitive Personal Data
Some of the personal information that we may ask you to provide is known as sensitive personal data. This will include information relating to health, race, religion and any criminal convictions. We need to use sensitive personal data to manage your policy and to provide the services described in your policy documents (such as dealing with claims).

How we use your personal information
The claims handler is part of the Ageas group of companies and may share your personal information with other companies in the Ageas group for any of the purposes set out in this notice. If you would like information on the companies in the Ageas group, please write to the Data Protection Officer at the address set out below.

We will use your personal information to manage your insurance policy, including handling underwriting and claims and issuing renewal documents and providing renewal information to you or your insurance adviser.

We may use your personal information and information about your use of our products and services to carry out research and analysis.

We may have to share your personal information with other insurers, statutory bodies, regulatory authorities, our business partners or agents providing services on our behalf and other authorised bodies.

We will share your personal information with others:

- if we need to do this to manage your policy with us including settling claims;
- for underwriting purposes;
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if we are required or permitted to do this by law (for example, if we receive a legitimate request from the police or another authority);
and/or
- if you have given us permission.

You can ask for further information about our use of your personal information.
information by writing to the Data Protection Officer at the address set out below.

If we change the way that we use your personal information, we will write to you to let you know. If you do not agree to that change in use, you must let us know as soon as possible.

**Preventing and detecting crime**

We may use your personal information to prevent crime. In order to prevent crime we may:

- check your personal information against our own databases;
- share it with fraud prevention agencies. Your personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when you make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, we will share your relevant personal information with them. The information we share may be used by those companies when making decisions about you. You can find out which fraud prevention agencies are used by us by writing to our Data Protection Officer at the address set out below.

**Dealing with others on your behalf**

To help you manage your insurance policy, subject to answering security questions, we will deal with you or your husband, wife or partner or any other person whom we reasonably believe to be acting for you if they call us on your behalf in connection with your policy or a claim relating to your policy.

**Marketing**

We will only use your personal information to market our products and services to you if you agree to this.

**Monitoring and recording**

We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud. We may also use CCTV recording equipment in and around our premises.

**Further information**

You are entitled to receive a copy of any personal information we hold about you. To receive a copy, please contact the claims handler's Data Protection Officer, giving your name and address. The claims handler may charge you a small fee for this.

If you require further information on, or wish to complain about, the way that we use your personal information, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

You have the right to complain to the Information Commissioner's Office at any time if you object to the way we use your personal information.

**Authorisation**

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

Ageas Services (UK) Limited is regulated by the Ministry of Justice in respect of regulated claims management activities. Authorisation number – CRM30633.

Registered address for both is:

Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA.

Registered number for Ageas Insurance Limited is 354568 England and Wales and for Ageas Services (UK) Limited is 00179136 England and Wales.