My Policy...

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Welcome,

Thank you for choosing car insurance through **1st Central**. We are delighted to welcome you as a valued customer.

Your insurance policy is arranged by **1ST Central,** which is the brand name of First Central Insurance Management Limited. The motor insurer is named on your Certificate of Insurance.

1st Central acts for you, as an intermediary, when it arranges this motor insurance. We set out our role in detail in the accompanying document "**About Our Insurance Service (AOIS)**".

In this document you will find at the outset a '**Private Car Policy Summary'** which outlines the terms of your insurance cover. You will then find two sets of contracts, both of which are legally binding.

The first and main set of contracts is the motor insurance policy and the insurance of Key Assist.('the **Insurance Contract**'). The **Insurance Contract** contains the terms and conditions of your insurance cover. The motor insurer is named on your Certificate of Insurance and the names of the insurer which provides the Key Assist benefits appear in Section 8. Your premiums on the **Insurance Contract** are due to the Insurer and are payable to the insurers via **1st Central**. **1st Central** holds any money it receives for the insurers on their behalf.

The second contract is the **'Intermediary Contract'** with **1st Central. 1st Central** sets up your motor insurance and provides you administrative services in relation to your **Insurance Contract** on the terms of this contract. The administrative fees which you pay on the **Intermediary Contract** such as set up or cancellation fees are due and payable to **1st Central** alone.

1st Central will not pay interest to you in any circumstances. However, this does not affect the rights you normally have by law.

Both the **Insurance Contract** and the **Intermediary Contract** are yearly contracts, which may automatically renew at the end of each year.

Please read this document in full together with your Schedule, Certificate of Motor Insurance, Statement of Fact and endorsements, as together these documents form the contracts to which you have agreed.

To make a claim, go online to Your Account or call **0333 043 2011**.

Kind regards,

Ben Tomasetti, Managing Director

First Central Insurance Management Limited. ("1st Central"), Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex, RH16 3SY. Registered in England and Wales (number: 6489797). Authorised and regulated by the Financial Conduct Authority (firm reference number: 483296).

Definition of terms

The following words or phrases have the same meaning wherever they appear in this **document.**

1st Central
Brand name used by **First Central Insurance Management Limited**.

ADAS
Advanced Driver Assistance System.

AOIS
Means the About Our Insurance Service document that **you** will be provided with which contains further information regarding the **Intermediary contract** and associated intermediary service along with applicable fees.

Certificate of Motor Insurance
The **Certificate of Motor Insurance** shows the car insured, who is allowed to drive the insured car, what the car may be used for and the **Period of insurance** covered.

Computer System
Means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Credit Agreement
Means the credit agreement between **you** and First Central Insurance Management Limited.

Cyber Act
Means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System.**

Cyber Loss
Means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.

Data
Means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Document
Means all pages contained in this bundle including the cover letter, **Intermediary Contract** and **Insurance Contract.**

Endorsement
An **endorsement** is a clause that alters **your** cover. Any **endorsement** that applies is shown on **your Schedule.**

Excess
The amount of any **claim you** will have to pay if **your car** is lost, stolen or damaged. When **you** set up **your policy you** may also choose to add a voluntary **excess**, and this amount is set by **you**. All **excesses** that apply are shown on **your Schedule**. If **you** need to make a claim, **you** are responsible for paying all **excesses** applying to the **policy**, even if the incident is not **your** fault.

Fire
Fire, self-ignition, lightning and explosion.

Insurer
For all parts of this **policy**, apart from Section 8 Key Assist and Section 9 Legal Expenses and RAC Breakdown Cover, the **insurer** is defined as the insurance company (or companies) which cover **you** and whose name is shown on your Certificate of Motor Insurance. Under Section 8 Key Assist and Section 9 Legal Expenses and RAC Breakdown Cover, other definitions apply (as shown in section 8 and 9 respectively).

Insurance Contract
Means the contract between **you** and the **insurer** for provision of motor insurance made up of the Private car policy wording sections from page 11 onwards of this **document,** the **Schedule**, **Statement of Fact, Certificate of Motor Insurance**, and **endorsements**.

Intermediary Contract
Means the contract between **you** and First Central Insurance Management Limited, which uses the brand name **1st Central,** for the provision of the intermediary services. The **Intermediary Contract** can be found at page 73 of this **document.**

Key
Any key, device or code used to secure, gain access to, and allow **your car** to be started or driven. Under section 8 Key Assist, another definition applies (as shown in section 8).

Malicious damage
Damage that is a result of a deliberate act with the purpose of causing harm or damage (including vandalism).

Market value
The cost of replacing **your car** with one of a similar make, model, age, mileage and condition based on market prices at the time of the accident or loss. This may not be the same price **you** originally paid for **your car** or the value **you** declared on the **Statement of Fact**.

Over the air (OTA) updates
Software updates and settings installed wirelessly such as functionality, performance and safety updates made to **your car**.

Partner
Your husband, wife, civil partner or someone **you** are living with at the same address as if **you** were married to them.

Period of insurance
The length of time the **insurer** agreed to provide cover under the **Insurance Contract**. This is usually a one-year period from either the start of **your** insurance **policy** or the date it is renewed. Under section 8 Key Assist and Section 9 Legal Expenses, another definition applies (as shown in Section 8 and Section 9 respectively).

Policy
Means the **Insurance Contract** which includes the **Schedule**, **Statement of Fact, Certificate of Motor Insurance,** and **endorsements.** Under Section 8 Key Assist and Section 9 Legal Expenses, there is a separate definition of **Policy** which applies.

Private motor car
A privately owned motor car made to carry up to eight passengers which is designed only for private use and has not been built or adapted to carry goods or loads. This also includes motor cars that have been professionally adapted or converted to carry a disabled driver or disabled passengers.

Schedule
The document that confirms details of **you**, **your car** and the insurance protection provided by the **insurer** to **you** or anyone covered by this **policy** to drive **your car**.

SORN
Statutory Off Road Notification. Notice given to the DVLA or DVLNI that **you** don't use or keep **your car** on a public road (for example, **you** keep it in a garage, on a drive or on private land and do not drive it).

Statement of Fact
The document containing the statements made by **you**, the information provided by **you** and declared as correct when **you** applied for, renewed or adjusted **your** cover.

Terms
All **terms**, exceptions, conditions and limits which apply to the **Insurance Contract** or **Intermediary Contract.**

Territorial limits
Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland, including travel between any of these places.

Terrorism
Using or threatening force or violence to try to influence the government or any organisation, or to intimidate the public, or section of the public for a political, religious, racial or ideological reason. It can involve:

- serious violence against a person or people;
- serious damage to any form of property;
- a threat to a person's life;
- a serious risk to the health and safety of the public; or serious interference with or disruption to an electronic system; and
- using firearms, explosives, biological, chemical, nuclear or other weapons or actions designed to cause mass destruction or damage.

Under Section 8 Key Assist, another definition applies (as shown in section 8).

Theft

Any **theft** or attempted **theft** that **you** have reported to the police and which **you** have a crime reference number for.

Total loss
When the **insurer** considers the car to be beyond economic repair.

Unpaid premium
Any part of **your** premium that **you** have not paid including any unpaid instalments.

We, our, us
For all parts of this document, this is **First Central Insurance Management Limited** unless otherwise stated**.** Under Section 8 Key Assist and Section 9 Legal Expenses and Breakdown Cover, there are separate definitions of **insurers** which apply.

You, your

For all parts of this document apart from Section 8 Key Assist and Section 9 Legal Expenses and Breakdown Cover, **you and your** is defined as the person named as the policyholder in the **Schedule**. Under Section 8 Key Assist and Section 9 Legal Expenses and Breakdown Cover, other definitions apply (as shown in Section 8 and Section 9 respectively).

Your car
Any **private motor car** stated on **your** current **Certificate of Motor Insurance** and **Schedule**, including a courtesy car provided by one of the approved repairers under this **policy**.

Your Account
Online portal where you can make changes to your policy, manage your payments, renew and cancel your insurance.

Private car policy summary

This section is a summary of the policy wording which makes up part of the **Insurance Contract,** this policy summary contains important information, but it does not contain the full terms and conditions of your policy, for the full policy wording please see pages 10 onwards.

1st Central holds money payable to the insurer under the **Insurance Contract** on behalf of the insurer. **1st Central** will not pay interest to you from the account used. This does not affect the rights you normally have by law. You can find more details in the policy wording that follows.

This **Insurance Contract** is a yearly contract, which may be automatically renewed at the end of each policy year. To make a claim, go online to Your Account or call **0333 043 2011**.

You can make changes to your policy in Your Account.

Conditions relating to your insurance

- All the information that you provided is shown in the Statement of Fact and must be true and complete as it forms the basis of your contracts.
- You must do all you can to protect your car from loss or damage and make sure it is legally roadworthy.
- You must make sure that you check your Schedule for any other endorsements which may restrict cover beyond the exclusions shown below.
- If you fail to keep to any conditions, the insurers may reject your claim. If you fail to pay any instalments when due, all contracts may be cancelled, and your motor insurance cover will end.

Cancellation within 14 days

From the start of your policy, you have a 14-day period to change your mind. Your insurer will return any premium paid (including your deposit), **less:**

- money payable to the insurers for the number of days for which **they** have provided cover; and
- £50 non-refundable arrangement fee; and
- any fees which may apply under the **Intermediary Contract**.

You will not be refunded any credit-finance charges. Your insurer will not refund any premium if you have made a claim or have been involved in an incident which might give rise to a claim under the policy. For details of cancelling the policy after the 14 days has passed, please see the General Conditions section.

Features, benefits and exclusions

✓ Applies ✘ Does not apply **Comp**: Comprehensive **TPFT**: Third party, fire and theft

	Features and benefits (what is covered)	Significant or unusual exclusions or limits
Section 1 – Accidental damage ✓ **Comp** ✘ **TPFT**	• Replacement or repair if your car, spare parts or accessories are lost, stolen or damaged. • New car replacement if, within 12 months of buying it from new, your car is considered by the insurers as a total loss.	• Loss of value after repair, and loss through deception or fraud (page 18). • Loss if ignition keys are left in or on the car while unattended or the car is not secured (page 18). • New car replacement will only be if the car is not leased or on contract hire (page 18). • Loss or damage caused by a member of the family or household of a permitted driver taking the car without your permission (page 18). • New car replacement depends on a suitable replacement car being available in the UK (page 18). • The excess shown on your Schedule (page 18). • Loss of or damage to the car if it is not covered by a valid Department of Transport test certificate (MOT), if one is needed by law (page 18).
Section 2 – Fire and theft ✓ **Comp** ✓ **TPFT**	• Replacement or repair if your car, spare parts or accessories suffer loss or damage by fire, lightning, explosion, theft or attempted theft. • New car replacement if, within 12 months of buying it from new, your car is stolen and not recovered.	
Section 3 – Windscreen ✓ **Comp** ✘ **TPFT**	• Replacement or repair of windscreens and windows (including scratching of paintwork caused by broken glass). • No effect on your no-claims discount.	• Windscreens or windows not made of glass (page 19). • Any hood if your car is a cabriolet or convertible (page 19). • Any amount over £150 unless the insurers' approved glass supplier is used (page 19). • The excess shown on your Schedule if your windscreen needs repairing or replacing (page 19). • Claims for multiple breakages of glass will be limited to one piece of glass only under this section of cover (page 19).

Section 4 – Liability to others
✓ **Comp**
✓ **TPFT**
	• Cover for amounts you are legally responsible for if someone else is injured or killed, or their property damaged, resulting from an accident in your car. However, the following limits will apply.
	  ○ Death or injury – unlimited
	  ○ Property damage – up to £20,000,000
	  ○ Legal fees and expenses (with insurer's written permission) – up to £5,000,000
	• Driving other cars (DOC) cover for the policyholder (comprehensive policies only)
		• Driving other cars (DOC) cover only applies for comprehensive policies if it is shown on the Certificate of Motor Insurance, and is restricted to the policyholder who must be 25 or over at the start or renewal of the policy. This cover also applies as long as the private motor car is registered, driven and insured elsewhere within the UK. This cover is limited to third party liability only (page 21).
		• If you or anyone named on the Certificate of Motor Insurance is convicted of driving while under the influence of alcohol or drugs, the most the insurer will pay will be the cover required under the Road Traffic Act. The insurer may

		recover from you any amount that they have to pay (page 21).
Section 5 – No claims discount ✓ **Comp** ✓ **TPFT**	• No claims discount can be earned for each year of driving without making a claim under the policy. • No claims discount protection is available. This will keep your no claims discount intact no matter how many claims you make under the policy.	• The no claims discount protection will not prevent your premium from increasing at renewal. However, the premium calculation will include the no claims discount you are entitled to (page 23).
Section 6 – Travelling abroad ✓ **Comp** ✓ **TPFT**	• Cover is extended for 90 days in any one period of insurance within any member country of the European Union and Croatia, Iceland, Norway, Switzerland, Liechtenstein and Andorra. • You can also buy cover for longer than the 90 days.	• Contact us on webchat if you would like to upgrade from minimum cover (page 24). • If you do not tell the insurer about any period beyond 90 days in a row, cover is reduced to the minimum cover in law (page 24).
Section 7 – Extra benefits ✓ **Comp** ✘ **TPFT**	• Personal accident – up to £7,500 if an accident in your car results in your death, permanent loss of sight, or total loss of one or more limbs. • Personal belongings in or on your car – up to £250 cover for loss or damage caused by accident, fire or theft. • Medical expenses – up to £100 for each person injured in your car if it is involved in an accident. • Courtesy car – if your vehicle is being repaired by one of the insurers' approved repairers. • Up to £500 for any necessary overnight accommodation if you cannot continue your journey after an accident or loss.	• Personal accident – cover not provided if you are over the age of 80 at the time of the accident (page 25). • Personal belongings, medical expenses and hotel expenses – cover is provided only if there is no cover in force under any other policy (page 25). • Courtesy car – this is not guaranteed to be the same size or model as your own car and depends on what is available (page 26).
Section 8 – Key Assist ✓ **Comp** ✓ **TPFT**	• Up to £1,500 cover each year. • No effect on your no-claims discount. • Replacement locks (if a security risk has arisen), keys and locksmith's charges covered. • No excess to pay. • Up to 3 days' car hire if your vehicle is unusable as a result of the insured keys being lost, stolen or damaged by accidental means or if you stranded due to the insured keys being lost, stolen or damaged by accidental means up to £100 per day for reasonably incurred onward transportation costs up to a maximum of 3 days.	• Any amount over the cover limit in the same period of insurance (page 33). • An insured event not reported within 30 days (page 33). • Vehicle hire charges if the hired vehicle has an engine size over 1600cc and charges over £40 per day (page 32). • Any claim made within the first 48 hours of the start of the policy (page 34). • Keys which have been lost or stolen for a period of less than 48 hours (page 33). • Claims where you have failed to safeguard your keys (page 34).
Section 9 – Legal Expenses and Breakdown Cover **Legal Expenses**	• Cover of up to £100,000 to help reclaim your insurance excess and other uninsured losses in the event of a non-fault claim where there is a reasonable chance of success. • Includes damage to your car or to any personal belongings on or in your car, death of bodily injury to an insured person whilst travelling in the car, and any other uninsured losses.	• Claims without a reasonable chance of success (page 43). • If the other driver cannot be traced or identified, or is uninsured (page 47). • Any claim brought against you (page 47).

RAC Breakdown Cover -Roadside **Included**	• Roadside assistance if your vehicle breaks down in the UK, Isle of Man or the Channel Islands. • Transportation of your vehicle, you and your passengers to a single destination of your choice up to 10 miles from the breakdown.	What is not covered: • The cost of any parts (page 56). • Any breakdown within a quarter of a mile of your home (page 53). • A breakdown caused by a fault that has previously been provided with breakdown assistance for if you were advised that the repair was temporary and further repairs were required (page 54).
RAC Breakdown Cover - At Home **Optional**	• Assistance if your vehicle has broken down in the UK within a quarter of a mile of your home.	• A tow of more than 10 miles will not be provided (page 54).
RAC Breakdown Cover - Recovery **Optional**	• If a breakdown is attended under Roadside, recovery of the vehicle to a single destination of your choice within the UK and transportation of the driver and passengers.	• No cover for breakdown within a quarter of a mile of your home (page 55). • Recovery to more than one destination will not be provided (page 55). • For a breakdown relating to tyres, we will not provide a recovery of more than 10 miles where the vehicle is not carrying a serviceable spare tyre or the manufacturer's repair equipment (page 55).
RAC Breakdown Cover -European Motoring Assistance **Optional**	• Repair at the roadside or tow to a local repairer if your vehicle breaks down or is involved in a road traffic collision in Europe. • If a breakdown or a road traffic collision under Section D2 is attended, and repairs to the vehicle cannot be made within 12 hours, any one, or a combination of the following options will be paid for to enable the driver to continue the journey or return home by a direct route: i. a hire car for up to 14 days; and/or ii. standard class rail, air, taxi or public transport up to £125 per person and £1,500 in total.	What is not covered: • Fuel and oil costs, personal insurance or any other extra costs (page 58). • The excess payable under any insurance for the replacement car (page 53). • Any costs that would have otherwise been incurred on the journey (page 58). • Any additional accommodation costs if the driver has alternative accommodation available for use (including a caravan) page 57).
✓ **Comp** ✓ **TPFT**	• Recovery (including storage while awaiting recovery) of the vehicle back to the UK if the vehicle cannot be repaired by the time the driver plans to go home and the vehicle is not roadworthy. If the vehicle was involved in a road traffic collision and where there is appropriate motor insurance cover, the motor insurer's decision will be followed on whether to repatriate. • If your vehicle is left abroad for repair we will pay for a standard class rail or air fare and public transport up to £600 for one person to return to Europe to collect your	What is not covered: • The cost of repatriation if we determine that the vehicle is beyond economical repair (page 58). • Any costs not authorised by us or any costs while we are awaiting a decision from your motor insurer (page 58). • Any costs for repatriation of the vehicle that are over the market value of the vehicle. You will have to pay these costs (page 58).

	vehicle once it has been repaired. We will also contribute £30 per day towards room only accommodation.	
Section 10 – General exceptions ✓ **Comp** ✓ **TPFT**	• If parts that need replacing are no longer available in the UK, the most the insurer will pay is the cost shown in the manufacturer's latest price guide plus an amount for fitting. The insurers will not pay extra costs as a result of parts or replacements not being available in the UK (page 17). • All excesses as shown in your Schedule (page 18). • Track days and off-road events (page 67). • Seized, clamped or recovered vehicles where legally taken by a government, public or local authorities (page 67).	
Section 11 – General conditions ✓ **Comp** ✓ **TPFT**	• If you or anyone acting for you deliberately misrepresents or fails to reveal facts asked on behalf of the insurer that would affect either the terms and conditions or the decision to provide insurance, the insurer may make your policy void (treat it as if it never existed). This may make any other policies you have obtained void. The insurer will aim to recover any costs paid or that they have an obligation to pay, including claims costs, and will not return any premium you have already paid (page 71). • If you or anyone acting for you misrepresents or carelessly fails to reveal facts asked on behalf of the insurer that would affect either the terms and conditions or the decision to provide insurance, the insurer may charge you an extra premium or cancel your policy. The insurer may also aim to recover any costs they have had to pay, including claims costs (page 71). • The insurer will not pay a claim that is any way fraudulent, false, or exaggerated or if you or anyone acting for you makes a claim in a fraudulent or false way. In these cases, the insurer may cancel your policy or declare it void and any other policies that you may have purchased. The insurer may also recover any costs they have had to pay, including claims costs and will not return any premium you have already paid (page 71).	

Complaints

If you want to make a complaint, you can contact:

by email	Customer.Relations@1stcentral.co.uk
in writing	First Central Insurance Management Limited, Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex, RH16 3SY
by phone	0333 043 2077

If your complaint cannot be settled, you may be able to refer it to the Financial Ombudsman Service.

Compensation scheme

Your insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot pay what they owe under the policy. You can find out more about the Financial Services Compensation Scheme by visiting www.fscs.org.uk.

Private car policy wording

Your Insurance Contract

This section makes up part of **your Insurance Contract** and includes the terms of **your** motor insurance. Please read it together with **your Schedule**, **Certificate of Motor Insurance, Statement of Fact** and **endorsements**, as together these documents form the **Insurance Contract** between **you** and the **insurer**. The Key Assist benefit is provided by Motorplus Limited t/a Coplus and is underwritten by Astrenska Insurance Limited, the Legal Expenses benefits are provided by Motorplus Limited t/a Coplus and is underwritten by Allianz Insurance plc. and RAC Breakdown Cover is provided by RAC Motoring Services and/or RAC Insurance Limited.

This contract is based on the information **you** provided when **you** applied for this insurance, which is shown on the Statement of Fact that have been declared to be correct. **Please take time to check the information shown. If any of this information is incorrect, please go to Your Account and make any suitable changes to bring your policy up to date.**

In this **document you** will find a summary of **your** insurance cover at page 6, information about changes which may affect **your** policy and how **you** must tell the **insurer** straight away about any changes **you** make at page 15, as well as how to tell the **insurer** about any claim at page 13. Full information about the cover under **your** insurance policy cover can be found from page 17 onwards.

If **your policy** does not meet **your** needs, please return all documents, including the **Certificate of Motor Insurance**, within 14 days. As long as **you** have not made a claim and **you** have not been involved in an incident that might give rise to a claim under the policy, **your insurer** will refund the premium paid less a charge for the number of days covered by the **policy**. Please see the **Intermediary Contract** for information about the set-up fee charge and any applicable cancellation fees.

The legally-binding policy wording is part of the **Insurance Contract** between **you** (the policyholder) and the insurer (as shown on **your** current **Certificate of Motor Insurance**). The parties to the Insurance Contract are **you** and the **insurer**. **Your insurer** has agreed to provide cover for **you** (under the terms, conditions, limits and exclusions in this document and within the geographical limits (defined in section 6)) against **your** liability (legal responsibility) for loss, destruction, accidental injury, or damage that may happen during any period of insurance in connection with **your** car.

Nothing in this contract will create any rights to anyone else under the Contracts (Rights of Third Parties) Act 1999 and no change to this contract, nor any extra agreement, will create these rights unless stated in the policy. This does not affect any right or remedy of someone else that they may have aside from this act. If there is more than one **insurer** providing this insurance, they are each acting alone and not jointly. If one of the **insurers** does not for any reason meet all or part of their responsibilities under the policy, the other **insurers** will have no responsibility for those obligations.

So that this document may be signed and issued as evidence of the **Insurance Contract**, the **insurer** has entered into an agreement with **1st Central** to allow **1st Central** the right to sign this contract.

Ben Tomasetti, Managing Director

First Central Insurance Management Limited. ("1st Central"), Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex, RH16 3SY. Registered in England and Wales (number: 6489797). Authorised and regulated by the Financial Conduct Authority (firm reference number: 483296).

The **Insurance Contract** will be governed by English Law unless **you** have agreed otherwise. The contract is written in English and any associated communications will be in English.

What to do if you have an accident

You can log your claim online in Your Account or call our 24-hour claims helpline number: 0333 043 2011 (or +44 (0) 333 043 2011 from overseas)

If you, or your car, are involved in any type of accident or loss, you or the other named driver (as shown on the Certificate of Motor Insurance) must tell the insurer within 48 hours of the incident by phoning the number above. You must do this whether or not you are at fault and even if you do not plan to claim. The insurer's team will help you to arrange fast and efficient repairs (if your cover is appropriate) through the insurer's extensive approved repairer network. U**sing the insurers' approved repairer network has several benefits.**

- **You** will not need to get estimates.
- **You** will be given a courtesy car, free of charge, while **your car** is repaired. (This depends on what is available, and the **insurer** cannot guarantee that this will be the same size or model as **your car.**)
- The bill will be settled directly with them. **You** only need to pay the **excess** and any other amount that **you** will have been told about.
- **You** can arrange for **your car** to be collected from **your** home or place of work and they will also deliver it back.
- The **insurer's** approved repairer's work is guaranteed for five years.
- **Your car** will be washed and cleaned before being returned to **you**.

If **you** choose not to use the **insurer's** approved repairer network, this may lead to delays in arranging repairs to **your car**. **You** will also have to pay an extra **excess** as well as any other **excesses** under this **policy**. The **insurer** will not guarantee the repairs and will not provide a courtesy car.

The **insurer** may move **your car** to safe and free storage. **You** should remove any personal possessions from the **car** as soon as **you** are able.

Strict timescales have been set for dealing with claims, in particular those involving bodily injury. A delay may affect **your insurer's** ability to provide the best defence on **your** behalf. This kind of delay can result in high costs for **your insurer** which may go against **your** driving record or, in extreme cases, may result in **your** cover being refused.

Please remember

- When reporting a claim, please have **your policy** number ready (it is shown on **your Schedule** and **Certificate of Motor Insurance**).
- Calls, emails, text messages or other communications may be monitored or record in line with UK law (for example, but not limited to, for business purposes such as quality control and training).

As long as they are named on the **policy,** the **insurer** or those acting on **their** behalf will deal with **your husband, wife or partner** who may call on **your** behalf. The **insurer** or those acting on **their** behalf will also speak with the named driver (as shown on the **Certificate of Motor Insurance**).

Windscreen claims

24-hour windscreen claims helpline number: 0333 043 2012

Call the windscreen helpline within 48 hours of discovering the damage to organise a repair or to replace **your** windscreen or other windows in **your car**.

Key Assist claims

In the event of a claim, please contact the **insurer** as soon as reasonably possible after the insured event giving **them** as much information as **you** can about what has happened to bring about the claim. Please try to include the names and addresses of anyone else involved and any information provided by the police.

24-hour Key Assist claims helpline number: 0333 241 3390

Legal Expenses claims

24-hour claims helpline number: 0333 043 2011

Breakdown claims:

Calling from the UK 0330 159 8714 (24-hours)
Calling from Europe 00 33 472 43 52 55
Calling from a French landline (freephone) 0800 290 112
Calling from the Republic of Ireland (freephone) 1800 535 005
***Please replace the 00 at the beginning with 810 when in Belarus or Russia**

Customer Information

Demands and needs

1st Central insurance meets the demands and needs of those who want to make sure that, if they are involved in a motor accident, claims against them by anyone else for personal injury or damage to property during the period of insurance will be met. Cover may be extended to include fire, theft and accidental damage to the insured vehicle.

Automatic renewal

The **insurer** may automatically renew **your Insurance Contract** at the end of **your** 12-month **period of insurance** by using the personal and payment details **you** originally supplied or have since updated. **You** will be contacted before **your** renewal date and be provided with information about the **Insurance Contract** so that **you** can make an informed decision about **your policy** and decide if **you** want to renew. Whether or not **you** receive a renewal reminder, it is still **your** responsibility to make sure **your** insurance is valid and in force. If **you** pay by instalments and have received a default notice in **your policy** term, **you** may not be able to use the monthly payment option when **you** are due to renew. If **your** first monthly payment cannot be collected when **your policy** has renewed, it will be assumed that **you**'d prefer to not continue **your** insurance and the **insurer** will cancel **your policy** from **your** renewal date.

Supporting documents

The insurer may ask to see a copy of **your** driving licence and proof of **your** no-claims discount. If **you** fail to provide these when asked, the **insurer** may cancel **your policy**.

Electronic documents

Your policy documents and **Certificate of Motor Insurance** are available online, and only in limited circumstances will **you** be written to by post. Because of this, **you** must provide a valid email address.

Providing all the facts

When asked, if **you** do not reveal all relevant facts **your** insurance may not be valid and will not protect **you** if **you** need to make a claim. In particular, **you** should tell the **insurer** about any incidents (whether **your** fault or not, and whether **you** claimed or not). It is an offence to make false statements or withhold information to get motor insurance. The **insurers** may charge the correct premium, cancel **your policy** or make it void from the start date (inception) if **you** misrepresent or deliberately fail to reveal facts that would affect either the terms and conditions of the **policy** or the decision to provide insurance. In this case, the **insurer** may aim to recover any costs **they** have had to pay and may not return any premium **you** have paid. **You** may also be charged cancellation fees under the **Intermediary Contract**.

Motor Insurance Database

Information relating to **your** insurance **policy** will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain government and other organisations including the police, the DVLA, the DVLNI, the Insurance Fraud Bureau and other organisations allowed by law for purposes including:

I. electronic licensing
II. continuous insurance enforcement
III. law enforcement (prevention, detection and catching or prosecuting offenders)
IV. providing government services or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road-traffic accident (either in the UK, the European Economic Area or certain other territories), the **insurer,** the MIB or someone making a claim (including their appointed representatives) may search the MID to get relevant information.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID, **you** are at risk of having **your** vehicle seized by the police. **You** may check **your** correct registration number details are shown on the MID at www.askmid.com. **Insurers** have up to seven days to give the MID **your** details. Please contact **us** immediately if **you** find **your** registration number does not appear correctly.

DVLA - My Licence

By providing **your** Driving Licence Number when obtaining insurance **you** understand **we** will check the DVLA register for details of **your** driving entitlements, history and motoring convictions. **You** can check the information held by the DVLA about **you** by visiting their website at www.gov.uk/view-driving-licence.

Who can drive your car?

Only the individuals listed on the **Certificate of Motor Insurance** may drive **your car**. If **you** would like to add, change or remove any drivers, you can do this in Your Account.

Increasing your policy cover

We offer a range of options which allow you to extend your cover which you can do in Your Account.

Keeping your policy up to date

Changes which may affect your cover

As some changes will affect **your** cover, **you** should tell the **insurer** immediately about any change to the details **you** have previously declared on **your Statement of Fact**, for example:

- a change of **car;**
- if **you** sell or get rid of **your car;**
- what **you** use **your car for;**
- where **your car** is kept;
- if **you** are taking **your car** abroad;
- a modification to **your car** which improves its performance or handling, including over the air updates from **your** vehicle manufacturer. Any modification which improves the value or increases the chances of it being stolen or someone breaking into it to steal what is inside;
- if **you** or anyone covered by this **policy** change jobs, move or change **your** name;
- if **you** or anyone covered by this **policy** no longer live in the UK.
- if **you** or anyone covered by this **policy** has been disqualified from driving or has had their licence revoked or the status of the driving licence has changed, for example, if **you** or any driver has passed their driving test; or
- if **you** or anyone covered by this **policy** has an accident or claims under another motor insurance policy.

If the **insurer** accepts a change to **your policy**, **you** may have to pay an extra premium to the **insurer**. Or, **you** may be due a refund of **your** premium from the **insurer**. To make any changes to the **policy** all payments must be up-to-date and **you** must not owe **us** or the **insurers** any money under any contract.

Section 1 – Accidental damage

✓ What is covered

If shown on **your Schedule**, the **insurer** will cover **you** under this section for accidental damage or **malicious damage** to **your car**, its accessories and spare parts while in or on **your car**. If **your cars ADAS** needs to be recalibrated as a result of these repairs, the **insurer** will also cover these costs.

The **insurer** will also cover **your** navigational equipment, radio and any other audio and visual equipment which is permanently fitted to **your car**.

The **insurer** will cover loss or damage to the car while it is with a member of the motor trade for servicing or repair.

Section 2 – Fire and theft

✓ What is covered

The insurer will cover **you** under this section for loss or damage to **your car**, its accessories and spare parts while in or on **your car** caused by **fire**, lightning or explosion, **theft** or attempted **theft**. If **your cars ADAS** needs to be recalibrated as a result of these repairs, the **insurer** will also cover these costs.

The insurer will also cover loss or damage caused by **fire**, lightning or explosion, **theft** or attempted **theft** to **your** navigational equipment, radio and any other audio and visual equipment which is permanently fitted to **your car**.

The **insurer** will cover loss or damage to the car caused by **fire**, lightning or explosion, **theft** or attempted **theft** while it is with a member of the motor trade for servicing or repair.

Settling your claim – sections 1 and 2

The **insurer** will do one of the following.

- If **your car** is damaged, the **insurer** will repair the damage
- Replace **your car** if it is a **total loss** or stolen
- Settle **your** claim by paying **you** money if **your car** is a **total loss** or stolen

The **insurer** will not pay more than the **market value** of **your car** at the time of the loss or damage, less the total **excesses** and any **unpaid premium.** If **your car** is considered to be a **total loss** or stolen and is under a hire purchase agreement, the **insurer** will settle the claim directly with the owner of the car (i.e. the hire-purchase company). The balance, if any, will be paid to **you.** If **your car** is considered to be a **total loss** or stolen and is under a lease or contract hire agreement, the **insurer** will pay the owner of the car (i.e. the lease or contract hire company) either the **market value** of the vehicle, or the amount required to settle the agreement, whichever is less. The **insurer** may use parts which are not made by the manufacturer of **your car**, but are of equivalent type and quality to the parts replaced. This may include recycled parts or parts made from recycled materials. If any parts that need replacing are no longer available in the UK, the most the **insurer** will pay is the cost shown in the manufacturer's latest price guide plus an amount for fitting. The **insurer** will not pay extra costs as a result of parts or replacements not being available in the UK.

New car replacement

If **your car** is less than one year old, the **insurer** will replace it with a new car of the same make and model if:

- **you** or **your partner** have been the first and only owner and registered keeper; and
- it is not leased or on contract hire; and
- it has suffered damage covered by this section; and
- the cost of repairing it will be more than 59% of the last UK list price (including taxes).

The **insurer** will only do this if a replacement car is available in the UK and anyone else who has an interest in **your car** agrees. If a suitable replacement car is not available, the **insurer** will settle the claim using one of the methods shown above.

✘ What is not covered under Sections 1 and 2

- The **excesses** shown on the **Schedule** for each section. All **excesses** (including voluntary **excesses**) are cumulative.
- The extra **excess** shown on **your** Schedule for claims if **you** do not use the **insurer's** approved repairer. All **excesses** are added together.
- Loss through deception or fraud.
- Loss of or damage to the car if it is not taxed and covered by a valid Department of Transport test certificate (MOT), if one is needed by law.
- Any damage to **your car** caused by it being driven after an accident.
- Any damage to the car caused deliberately by **you** or any person driving it with **your** permission.
- Any damage to **your car** as a result of racing formally or informally against another motorist, 'road rage' or any other deliberate act caused by **you** or any driver insured to drive **your car.**
- Loss of use of the **car** including hire costs or any other loss **you** suffer as a direct or indirect result of being unable to use the **car**, for example loss of earnings.
- Wear and tear, loss in value, electronic, electrical, mechanical or computer breakdowns, breakages or failures.
- Damage to tyres caused by punctures, bursts, cuts, braking or normal use.
- Any reduction in value following repairs.
- Loss of or damage to the car caused by a member of **your** immediate family, or a person living in **your** home taking **your** car without permission unless **you** report the person to the Police for taking **your** car without **your** permission and assist the Police in prosecution. This includes, **your** partner, **your** boyfriend, girlfriend, **your** children (including step and foster children), and domestic staff in **your** employment or anyone who normally lives with **you**.
- Any government, public or local authority legally taking or destroying your car.
- Loss or damage caused by **theft** or attempted **theft** if the keys, keyless device or any other vehicle locking devices are left in or on **your car** while unattended or left unattended with the engine running.
- Loss or damage caused by **theft** or attempted **theft** if the car is unattended without being properly secured, including windows, roof openings, removable roof panels or hood.

- Loss or damage in section 2 if any security device fitted and declared in the **Statement of Fact** is not set and in full working order or the network subscription or maintenance contract is not current.
- Replacing any audio or visual equipment if **your insurer** has paid **you** a cash amount to replace **your car**.
- Claims arising as a result of **your** failure to take reasonable steps to protect **your keys**.
- Any payment over £1,000 or 15% of the value of **your car** (whichever is less) for loss or damage to **your** car phone..
- Loss or damage to navigational equipment, radio, and any other audio or visual equipment not permanently fitted to **your car.**
- Any modifications unless they are standard fittings or manufacturer's optional extras.
- If, following an accident, **you** or anyone named in the **Certificate of Motor Insurance** is convicted of driving while under the influence of alcohol or drugs, the **insurer** will not pay more than the cover needed under the Road Traffic Act and **they** can ask **you** to repay **them** this amount.

Section 3 – Windscreen cover

0333 043 2012

✓ What is covered

If shown on **your Schedule**, the **insurer** will repair the damage to restore the broken or damaged glass in **your car's** windscreen and windows and any scratching to the paintwork caused by the broken glass, as long as there has been no other loss or damage.

The **insurer's** approved repairer may use glass or parts not supplied by the original manufacturer.

Where required, the **insurer** will also cover the costs to recalibrate **your cars ADAS** after the replacement of **your car** windscreen.

To make a claim, contact the **insurer's** windscreen helpline on **0333 043 2012.**

✘ What is not covered

- The **excess** shown in **your Schedule**
- Electrical or mechanical items associated with the window mechanisms.
- Repairing or replacing any windscreens or windows which are not made of glass.
- Damage to any hood if **your car** is a cabriolet or convertible.
- Any amount over £150, unless **you** use the approved glass supplier.
- Any other glass forming part of **your car** including panoramic windscreens, panoramic roofs, sunroofs, roof panels, lights or reflectors.
- Replacing or repairing more than one piece of glass per claim under this section.

Section 4 – Liability to others

a) Your liability to others

✓ What is covered

4.1 The **insurer** will cover **you**, for all amounts **you** legally have to pay if someone else is injured or killed or their property is damaged and that injury, death or damage was caused by or arose out of **your** use of **your car** on a road or other public place.

4.2 If **you** are over 25 and it is shown on **your Certificate of Motor Insurance**, the insurer will provide you with the same cover as set out in Section 4.1 when you are driving any other private motor car within the territorial limits as long as.

- **You** have permission from the owner of the car before using it.
- **You** still have **your car**, and it is not damaged beyond economic repair, stolen or sold and it has a valid road fund licence and a valid MOT (if applicable).
- The other car is not owned by **you** or **your partner** and is not a hire or rental car, or obtained by **you** or **your partner** under a hire-purchase or leasing agreement.
- **You** are not covered by any other insurance to drive the other car.
- **You** are not using this cover to remove the car if it has been seized by, or on behalf of, any government or public authority.
- There is a valid policy in force for the other car.
- **You** are using the other car for social domestic and pleasure purposes (excluding commuting).

Cover also applies to any accident involving injury or damage caused by a trailer, vehicle or caravan towed by this **car.**

The cover provided under this Section 4.2 is for **you** only and it is third party only.

b) Liability cover for other people

✓ What is covered

The **insurer** will also provide cover under 4.1 above for:

- drivers named in the **Certificate of Motor Insurance** as insured to drive **your car** as long as they have **your** permission to drive, hold a valid driving licence, are driving in line with the terms and conditions of that licence and are not disqualified from driving;
- anyone getting into or out of **your car;**
- anyone **you** allow to use (but not drive) **your car** for social, domestic or pleasure purposes;
- the legal personal representative of anyone covered under this section if that person dies; or
- **your** or **your partner's** employer or business partner while **your car** is being used for business purposes, as long as **your Certificate of Motor Insurance** allows this use.

c) Legal costs

✓ What is covered

If the **insurer** agrees in writing beforehand, cover is provided for the following legal costs if they arise as a result of an incident covered by this **policy**.

- The reasonable legal fees of solicitors the **insurer** has approved to represent anyone insured under this **policy** at a coroner's inquest or fatal accident enquiry.
- The reasonable fees for legal services, which the **insurer** will arrange, for defending a charge of manslaughter, causing death or serious injury by careless, inconsiderate, dangerous, or reckless driving, if the prospect of success is more than 50 percent.

d) Emergency medical treatment

✓ What is covered

The **insurer** will pay for emergency treatment fees in line with the Road Traffic Act resulting from an accident covered by this **policy**.

If anyone insured by this section dies, the **insurer** will extend the cover they were entitled to so that it covers their personal representative.

✗ What is not covered under Section 4

These exceptions apply to all of Section 4. No cover will be provided under this policy in respect of:

- Amounts over £20,000,000 for any claim or series of claims for loss of or damage to property including any indirect loss or damage caused by one event, plus any amount over £5,000,000 for all costs and expenses.
- Loss of or damage to any trailer, caravan, vehicle (or goods or items in them) towed by **your car.**
- Anyone who has any other insurance covering the same liability.
- Death or injury to anyone while they are working with **you** or for the driver of the car.
- Damage to any property owned by any driver insured by this **policy,** or for which they are responsible, if caused by any driver named in the **Certificate of Motor Insurance**
- Legal costs or expenses relating to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences.
- If, following an accident, **you** or anyone named in the **Certificate of Motor Insurance** are convicted of driving while under the influence of alcohol or drugs, the **insurer** can recover any amount from **you** that they have to pay.
- Anyone who is not driving, but who makes a claim, if they knew the driver did not hold a valid driving licence.

Section 5 – No claims discount

If **you** make a claim or one arises under this **policy, your** no claims discount **will be reduced** at renewal in line with the scale shown here.

The effect of claims on your no-claims discount (NCD)

	NCD at next renewal without protection		NCD at next renewal with protection
Number of years' NCD when you renew	One claim where you are at fault in the next 12 months	Two or more fault claims in the next 12 months	One or more fault claims in the next 12 months
1 year	0	0	**1 year**
2 years	0	0	**2 years**
3 years	1 year	0	**3 years**
4 years	2 years	0	**4 years**
5 to 7 years	3 years	0	**5 to 7 years**
8 or more years	4 years	0	**8 or more years (see below)**

This is equal to the amount of NCD you have at the beginning of your policy.

- If **you** make two or more claims in any **period of insurance,** the **insurer** will reduce **your** no claims discount to zero years.
- The following will not reduce **your** no-claims discount.
  - I. Any payment made under section 3 – Windscreen cover.
  - II. Any payment for emergency treatment fees under section 4d – Emergency medical treatment.
  - III. Claims where **you** are not at fault, as long as the **insurer** has recovered all the money **they** have paid from those who are responsible.
  - IV. Any payment made under section 8 – Key Assist
  - V. Any **claim** made on **your RAC Breakdown Cover**

Protected no claims discount

If **you** have bought protected no claims discount:

- the **insurer** will not reduce **your** no-claims discount if **you** make a claim or claims under the **policy;**
- the **insurer** will not cancel **your policy** as a result of the number of claims made under the **policy; and**
- **your** no claims discount protection may end if the **insurer** is made aware of a change in **your** circumstances that makes **you** ineligible or if the **policy** ends or is cancelled under General condition 11.7a or 11.7b.

Your no-claims discount protection does not protect **your** premium from increasing when **you** renew **your policy**. However, the **insurer's** calculation of **your** premium will include the no-claims discount **you** are entitled to.

Important

- If **you** make a claim during any **period of insurance, you** will not earn any no-claims discount entitlement for that insurance period.
- If **you** make a claim and the **insurer** has already worked out **your** renewal premium, the **insurer** can change or remove **your** no-claims discount entitlement and change **your** renewal premium.

Uninsured driver promise

If **you** have an accident with an uninsured driver and it was not **your** fault, **your** no-claims discount will not be reduced and **you** will not be charged a **policy excess**. However, **you** may temporarily lose **your** no-claims discount and pay the **policy excess** until the **insurer** is satisfied that the accident was not **your** fault and the other driver was uninsured. The **insurer** will then reinstate **your** no-claims discount and reimburse any **policy excess** paid depending on the following conditions.

- **You** give the **insurer** the vehicle make and model and registration number of the other car that caused the damage.
- The name and address of the other driver.

Section 6 – Geographical limits and travelling abroad

Geographical limits

Your policy provides the cover, described in **your** current **Schedule** in Great Britain, Northern Ireland, the Isle of Man, Channel Islands and the Republic of Ireland and during travel between these places.

For Key Assist, these geographical limits are the European Union, the United Kingdom, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, FYR Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For Legal Expenses: Uninsured Losses and Motor Prosecution Defence, geographical limits are, The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, FYR Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. For Legal Expenses: Motor Database Disputes, geographical limits are, The United Kingdom, the Isle of Man and the Channel Islands. For Breakdown, geographical limit is United Kingdom. For **RAC Breakdown Cover**, the geographical limit is the United Kingdom, Isle of Man and the Channel Islands.

Driving abroad

Your policy provides **you** with the minimum cover **you** need by law to use **your car** in:

- any country which is a member of the European Union; and
- any country which the Commission of the Economic Community approves as meeting the requirements of Article 8(1) of the EC Directive 2009/103/EC, or as amended.

Countries include:
Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxemburg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein). For **RAC Breakdown Cover**, the geographical limit is the United Kingdom, Isle of Man, the Channel Islands and **Europe** (dependant on level of Breakdown cover).

Extending full cover driving abroad

The geographical limits shown are automatically extended for a maximum of 90 days free of charge in any one **period of insurance.** During these times, **your policy** will provide the same level of cover as within Great Britain, Northern Ireland, the Isle of Man, Channel Islands and the Republic of Ireland within the following countries, including the journey between those countries by a recognised carrier.

Please contact **us** on webchat if **you** think **you** may exceed this limit**.** Additional cover may be arranged with the **insurer** subject to the **insurer's** Underwriting criteria. An additional premium may be payable to the **insurer**. Should **you** exceed the 90 days the **insurer** will not provide cover under this **policy** and the **insurer** will recover any costs **they** may incur from **you** or the person who is liable.

Countries
Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxemburg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein)

Conditions which apply to this extension

- If **you** are going to use **your car** for periods of more than 90 days, **you** must tell the **insurer** beforehand and **your insurer** may decide to allow this if **you** pay an extra premium.
- **You** must live in the UK and the visit abroad must be temporary.
- Cover will apply to social, domestic and pleasure use only.
- **You** must tell the **insurer** beforehand about visits to any country not listed above. If **your insurer** accepts, **you** will be sent a green card and may be charged an extra premium.

If **you** do not keep to these conditions, the **insurer** may refuse **your** claim or the insurance may not be valid.

Customs duty

If **you** pay customs duty on **your car** in any of the countries listed above because of repairs covered under the **policy**, the **insurer** will meet these costs.

Section 7 – Extra benefits

The **insurer** will cover **you** under this section if shown on **your Schedule.**

7.1 Personal accident

✓ What is covered

The **insurer** will pay **you** or **your** legal representatives up to £7500 in one **period of insurance** if **you** are involved in an accident in **your car** and suffer injuries which within 90 days result in:

- **your** death;
- totally losing one or more limbs; or
- **you** permanently losing the sight in one or both eyes.

✘ What is not covered

- Any of the above benefits if **you** are over the age of 87 at the time of the accident.
- Any injury or death caused **by** suicide or attempted suicide.
- Any deliberate injury caused by **you** or any driver insured to drive **your car.**
- Any injury suffered while driving under the influence of alcohol or drugs.

7.2 Personal belongings

✓ What is covered

The **insurer** will pay for loss of, or damage to, personal belongings in or on **your car** caused by accidental damage, **fire** or **theft**. The most the **insurer** will pay is £250 for any one incident.

Christmas cover – the limit is increased to £500 for a **theft** that happens between 1 December and 5 January.

✘ What is not covered

Money, credit or debit cards, stamps, premium bonds, documents, share certificates and other securities, tickets, and vouchers.

- Goods, tools or samples carried in connection with any business.
- Any items stolen from a convertible car unless they are secured in a locked luggage or glove compartment.
- Property insured under any other **policy.**
- **Theft** of property from the car if at any time:
  - the keys or other access locking devices are left in or on **your car** while it is unattended; or
  - the car is unattended without being properly secured, including windows, roof openings, removable roof panels or hood.

7.3 Medical expenses

The **insurer** will pay medical expenses up to £100 for each person injured in **your car** if it is involved in an accident, as long as there is no other cover in force under any other **policy.**

7.4 Courtesy car

✓ What is covered

If following an accident or after sustaining **fire or theft** damage **your car** is being repaired by an approved repairer, the **insurer** will provide **you** with an alternative car for the duration of repair. If the alternative car supplied is a courtesy car, it will be insured under this **policy** on the same terms and conditions as **your car**. A courtesy car is typically a small vehicle.

✘ What is not covered

- A courtesy car will not be provided if **your car** has been stolen, is a total loss, falls under the new-car replacement scheme or if **you** choose a repairer not on the **insurer's** approval panel.
- The **insurer** cannot guarantee a courtesy car if **you** own a car originally produced for sale outside the European Union.
- The **insurer** cannot guarantee a courtesy car adapted for someone with special needs or a disability.

7.5 Child car-seat cover

If **your car** is involved in an accident, damaged by fire, theft, or stolen and not recovered, the **insurer** will also cover the cost of replacing children's car seats and booster seats up to £250 per seat (even if there is no apparent damage), as long as **you** can provide reasonable proof of buying the seat.

7.6 Hotel expenses

The **insurer** will pay hotel expenses up to £500 for any necessary overnight accommodation if **you** cannot continue **your** journey after an accident or loss covered by this **policy**. The most the **insurer** will pay for any one event is £500.

Section 8 – Key Assist

Key Assist is included to give **you** extra protection against expensive costs if **your keys** are lost, stolen or damaged accidently. It provides **you** with up to £1,500 cover that can be used for locksmith charges, the cost of new locks (if a security risk has arisen) or car hire charges.

Who does it cover?

- The policyholder;
- Any immediate member of the policyholder's family permanently living at the same address;
- When the policyholder is a company this includes current employees authorised to use the relevant **vehicle** or property.

What criteria apply?

- Claims must occur within the **territorial limits**;
- Stolen keys must be reported to the police and a valid crime reference number obtained.
- All claims must be reported no later than 30 days of the **insured event**;
- **Your** permanent main resident must be within the territorial limits;
- The **vehicle** must not be in any way connected to the motor trade

Important information

- This **policy** has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your policy**, please let 1st Central know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

Your responsibility

You must take reasonable care to:
a) supply accurate and complete answers to all the questions 1st Central may ask as part of **your** application for cover under the **policy**
b) make sure that all information supplied as part of **your** application for cover is true and correct
c) tell 1st Central of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions 1st Central ask when **you** take out, make changes to and renew **your policy**. If any information **you** provide is not accurate and complete, this may mean **your policy** is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given to 1st Central is inaccurate or has changed, **you** must inform them as soon as possible.

This **policy** must be read together with **your** current schedule, Insurance Product Information

Document and any endorsements or certificates. These items together form **your** contract of insurance.

How to make a claim

In the event of a claim, please contact **us** as soon as reasonably possible after the **insured event** giving **us** as much information as **you** can about what has happened to bring about the claim. Please try to include the names and addresses of anyone else involved and any information provided by the police.

0333 241 3390 keyclaims@coplus.co.uk

Or **you** can write to **us** at:

Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

Claims must be reported to **us** within 30 days of occurrence and if an **insured key** has been stolen it must be reported to the police immediately and a crime reference number obtained.

Our claims line is open 24 hours a day, 365 days a year to assist **you**.
In order for **us** to help **you** more efficiently, please quote "Key Assist" in all communications.

How to make a complaint

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding:

Sale of the policy:
Please contact 1st Central who arranged the Insurance on **your** behalf.

Claims:
If **Your** complaint is about the handling of a claim, please contact:

Quality Assurance Manager
Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

0333 241 9574 qtmail@coplus.co.uk

The **insurer** which has issued the policy:
You may write to Managing Director of Astrenska Insurance Limited, 3 More London Riverside, London, SE1 2AQ. When writing please include the following information: 1) name, address and postcode, telephone number, 2) policy number and/or claim number, 3) the reason for **your** complaint, and 4) copies of any material **you** may wish to provide the **insurer**.

In all correspondence please quote scheme reference 'Key Assist'. If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman Service at:

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

0800 023 4567 complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

If **you** have purchased the insurance **policy** online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at http://ec.europa.eu/consumers/odr/. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if you contact the Financial Ombudsman Service directly.

In the final event that your complaint still remains unresolved and in order to seek an independent review, you may also write to the Arbiter for Financial Services: -

Office of the Arbiter for Financial Services
First floor,
St Calcedonius Square
Floriana FRN1530 Malta

Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Astrenska Insurance Limited, whose registered office is at 3 More London Riverside, London, SE1 2AQ. This insurance is affected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on **0800 111 6768**.

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.

Privacy Statement

For full details of how we protect your privacy and process your data please read the Privacy Statement that accompanies this **policy**. The Privacy Statement can also be viewed online by visiting https://www.coplus.co.uk/data-privacy-notice

Astrenska Privacy Notice

How we use the information about you

As **your insurer** and a data controller, we collect and process information about **you** so that we can provide **you** with the products and services **you** have requested. We also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to **you**;
- issue **you** this insurance policy;
- deal with any claims or requests for assistance that **you** may have
- service **your** policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed;

- protect our legitimate interests

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by us and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy.

Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that **you** have with us;
- is in the public or **your** vital interest: or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for **your** consent to process **your** data.

How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.
We will need to keep and process **your** personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that **you** have given us.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about **you**. If **you** would like a copy of some or all of **your** personal information please contact us by email or letter as shown below:
Email address: data.protection@collinsongroup.com
Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service or refuse to give **you** this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. **You** may ask us to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact our Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at https://ico.org.uk/.

Telephone calls
Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

Fraud prevention, detection and claims history
To prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity; undertake credit searches and additional fraud searches.

Governing 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.

Contracts (Rights of Third Parties) Act 1999
The terms of this **policy** are only enforceable by the named **insured.** A person who is not a named **insured** has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Your Agreement with Others
This contract of insurance is personal to **you** the policyholder, and the **insurer.**
The **insurer** will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.
You may not assign any of the rights under this **policy** without the **insurer's** express prior written consent.

Financial Services Compensation Scheme
Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Astrenska Insurance Limited cannot meet their 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.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

Sanctions
We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

Use of language
For the purposes of this insurance contract the language used will be English.

Other formats

If **you** require this document in any other format, please do not hesitate to contact **us.**

Definition of terms for Key Assist

The words and phrases listed below will have the same meanings wherever they appear in this Section 8 of the **policy**. These words and phrases can be identified in **bold** throughout this section of cover.

Accidental
The sudden and unexpected damage caused to the **insured keys** which is not otherwise specially excluded from this policy.

Home
A building owned or rented by **you** and occupied by **you** as **your** main residence which is used solely for domestic residential purposes and is situated within the **territorial limits**.

Insured event
The loss, theft or damage by **accidental means** of any **insured key**, or any insured key locked inside **your home** or **vehicle** during the **period of insurance**.

Insured Key/Keys
Your vehicle, **home**, garage or office keys for which **you** are responsible (including security safe keys and any immobiliser, infrared handset and/or alarm which is integral to any insured key if it cannot be repaired or reprogrammed).

Insurer
Astrenska Insurance Limited.

Level of Indemnity
£1,500 for keys lost, stolen or damaged by **accidental means**.
£100 for key locked in **your home** or **vehicle**.
£100 for keys broken in lock or ignition.

Onward transportation
The transport to allow **you** to reach **your** destination within the **territorial limits** following an **insured event** which has left **you** stranded.

Period of insurance
The length of time covered by this **policy** up to a maximum of 12 month, as stated on your policy schedule.

Policy
This Key Assist **policy**.

Security Risk
The risk arising from the accidental loss or theft of an **insured key** whilst in **your** personal custody which means it may be possible for someone who found the key to trace it to **your vehicle** or property. The decision as to whether **your** lost **insured keys** presents a security risk will be made by **us**.

Stranded
Unable to leave **your** location/reach **your** final destination following an **insured event.**

Territorial limits
The European Union, the United Kingdom, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, FYR Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

Terrorism
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Vehicle
Any motor vehicle owned by **you** or for which **you** are responsible, associated with **your insured keys**.

Wear and Tear
Damage that naturally and inevitably occurs as a result of normal wear and aging.

We/our/us
Motorplus Limited t/a Coplus.

You/Your/Insured
The policyholder along with your spouse or partner, your parents or parents-in-law or your children that resides at the same address as the policyholder, including named drivers of the **vehicle**. Where the policyholder is a company this includes employees of the company, employed by the company during the **period of insurance** who are authorised to use the relevant **vehicle** or property.

✓ What is covered

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this section of the **policy**, subject to the terms, conditions and exclusions shown below or as amended in writing by **us** during the **period of insurance:**

When **your insured keys** are lost, stolen or damaged by **accidental means** within the **territorial limits**, the **insurer** will pay up to the **level of indemnity** in any one **period of insurance** for the **insured event** in respect of:

- locksmiths charges;
- new locks (if a **security risk** has arisen); and
- replacement **insured keys**
- Vehicle hire or reasonable travel expenses for a period of up to 3 days if **your vehicle** is unusable as a result of the **insured keys** being lost, stolen or damaged by **accidental means**. The **insurer** will either pay up to a maximum of £50 per day for a hire vehicle such as a Ford Focus 1.6 or a Peugeot 307 1.6 (ABI class S4), or a maximum of £50 per day towards reasonable travel expenses.
- The cost incurred for **onward transportation** to **your** destination if **you** are **stranded** due to the **insured keys** being lost, stolen or damaged by **accidental means**, up to a maximum of £300.
- If **your insured keys** are locked in **your** property or **vehicle you** must report this to **us** before proceeding with **your** own locksmith. Upon validation of **your** claim, the insurer will reimburse **you** for costs incurred in obtaining a replacement key, or repairing or replacing any damaged lock, up to the **level of indemnity.**
- **Insured keys** that are unusable due to being damaged or broken in the lock or ignition, up to the **level of indemnity.**

Additional Benefits

- A 24 hour, 365 days a year emergency helpline.
- Access to a nationwide network of locksmiths whilst **you** are in the Great Britain, Northern Ireland, Channel Islands or Isle of Man

Care, custody and control

When visiting facilities such as, but not limited to, swimming pools, sports clubs and amusement parks and are not in a position to keep **your** keys on your person, **your** keys must be fully hidden from view and stored in a safe and lockable compartment or locker;

There are a number of ways in which **you** can take precautions to better protect **your** keys to reduce them being lost, stolen or damaged, as follows:

a) Never attach anything to **your** keys that contains **your** name, address or any details of where your car may frequently be parked and never leave keys unattended.

b) Never hide keys under door mats, bins or on top of window frames as an opportunistic thief may be watching or may guess where keys may be hidden.

c) Never leave doors unlocked or windows open when leaving the **home** or **vehicle** unattended.

d) Never leave **your** keys in **your vehicle**, even for a moment, especially when you are visiting petrol stations, or whilst loading or unloading **your vehicle**. Always lock **your** car when leaving it.

e) Do not keep duplicate keys on the same key ring as **your** main keys.

f) Burglars are increasing turning to key crime as sophisticated security measures are now fitted as standard to new cars and have been known to break into homes and offices just to steal vehicle keys. Never leave car keys close to the front door where they can be seen.

✘ What is not covered

The following exclusions apply to this section of the **policy**:

- Keys damaged over time by wear and tear or general maintenance of **insured keys** or locks.
- **We** will pay no more than £1,500 in total in any one **period of insurance** for any and all claims.
- Any **insured keys** that have been lost or stolen for a period of less than 48 hours (unless **we** are satisfied that a delay would cause undue hardship or significant expense).
- The decision as to what constitutes undue hardship or significant expense will be made by **us** and may depend upon whether **you** can access **your home** or **vehicle** during the 48 hour wait period or there is a **security risk** following the loss or theft of the **insured keys**.
- **Insured keys** that are lost or damaged by **accidental means** by someone other than **you**.
- Any **insured keys** that are lost, damaged by **accidental means** or stolen and not reported to **us** within 30 days of the **insured event**.
- **We** will not replace locks or **insured keys** to a higher specification to those that are lost, damaged or stolen.
- Locks which were previously damaged prior to the loss or theft of **your insured keys**.
- Costs incurred where **we** arrange for the attendance of a locksmith or other tradesmen, agent or representative at a particular location and **you** fail to attend. **You**

may be liable to pay the costs incurred for the attendance of a locksmith or other tradesmen if **you** fail to notify **us** of any changes to attend the agreed location.

- Costs incurred where **you** make alternative arrangements with a third party, after **we** have already instructed a locksmith or other tradesman to attend a particular location. **You** may be liable to pay the costs incurred for the attendance of a locksmith or other tradesmen if **you** fail to notify **us** of any changes.

- Claims arising as a result of **your** failure to take reasonable steps to protect the **insured keys**, including but not limited to those detailed in the General Conditions - Care, custody and control section above.

- Any claims where proof of payment is not provided, such as valid receipts or tickets.

- Any incident which occurs within 48 hours of the inception of this policy unless comparable insurance was previously in place and cover continues on an uninterrupted basis.

- Any claim over £100 for any one incident when **insured keys** are locked inside a property or **vehicle** or broken in the lock or ignition.

- Damage caused by any animal including domestic pets.

- Claims arising as a result of the use of the vehicle for any purpose in connection with the motor trade.

- Where your insured keys have been left unattended, not within your sight at all times, and out of your arms-length reach.

- Claims where only the lock is damaged.

- Claims for damaged keys which was not caused by accidental means.

- Any claim for additional or duplicate keys.

- Multiple claims for the same insured keys which have been repeatedly damaged by the same lock, where the lock has not been repaired or replaced by the insured.

- The recovery of your vehicle or any costs associated with the recovery your vehicle.

- Onward transport costs where hire has already been supplied.

- Cost incurred where you have appointed your own locksmith or other tradesmen prior to our consent.

- Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

- Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or

under the order of any government, local or public authority.

- Any claims arising from any deliberate or criminal act or omission by **you**.
- Loss or theft of, or damage to **insured keys** occurring outside the **period of insurance**.
- If **your insured key** ceases to function correctly a diagnostic check may be requested at **your** own expense. This is to confirm if the fault is with the **insured key** or the **vehicle**. Only faults identified as relating to the **insured key** are covered under this section of the **policy**.
- Any associated costs (other than the cost of replacing the **insured keys**) if there are duplicate keys available to **you** immediately or within a reasonable period of time, unless **we** are satisfied that accessing **your** duplicate keys would cause undue hardship or significant expense. The decision as to what constitutes undue hardship or significant expense will be made by **us** and may depend upon how easily **you** can access **your** duplicate keys.
- Keys which are given to **you** for safekeeping by a relative, friend, neighbour or employer.
- Any loss of earnings or profits which **you** suffer as a result of the loss or theft of, or damage to an **insured key**.
- Stolen **insured keys** which have not been reported to the police and a valid crime reference number provided to **us**.
- Any consequence, howsoever caused, including but not limited to Computer Virus of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this section of the **policy**, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data.

General conditions

The following conditions apply to this section of the **policy**. **You** must comply with them where applicable in order for **your** cover to remain in full force and effect.

1. Claims

You must notify **us** within 30 days of any event which gives or may give rise to a claim, complete any forms requested by **us** or by 1st Central and promptly supply all information including any receipts and invoices for payment as required.

If an **insured key** has been stolen it must be reported to the police immediately and a crime reference number obtained.

If **you** do not own **your** property and **your** claim is in relation to the **keys** to **your home**, **we** may require permission from the owner, landlord or managing agent of the property to replace lost or stolen **keys**.

2. Arbitration Clause

A dispute between y**ou** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this **policy**.

This arbitration condition does not affect **your** rights to take separate legal action. If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

3. Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your policy**;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the **policy**, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- If **your** claim is in any way dishonest or exaggerated,

We will not pay any benefit under this section of the **policy** or return any premium to **you** and **we** may cancel **your policy** immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

4. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

5. Acts of Parliament

All references to Acts of Parliament in this **policy** shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations. Key Assist is automatically included within **your** private car insurance **policy** and can only be cancelled if the main **policy** is cancelled at the same time.

6. Premium

The premium is the monies paid for cover under this section which includes the **insurer's** charge for the risk insured and its associated costs to which it is entitled and any sum due to **your** intermediary(s) and retainable by them for facilitating the provision of this cover to **you**.

Section 9 – Legal Expenses and RAC Breakdown Cover

Legal Expenses

Who does it cover?

- The policyholder;
- Any other person entitled to ride or drive the **vehicle** covered under the **motor insurance policy**.

What criteria apply?

- The policyholder must have valid 1st Central motor insurance throughout the duration of the motor legal expenses insurance;
- The **vehicle** must be specified in the 1st Central **motor insurance policy** and driven by a person entitled to do so.

Important information

This policy has been offered based on information provided by **you** when purchasing 1st Central motor insurance policy. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:
a) supply accurate and complete answers to all the questions **we** or the insurance broker may ask as part of **your** application for cover under the policy
b) to make sure that all information supplied as part of **your** application for cover is true and correct
c) tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to or renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** current schedule, insurance product information document and any endorsements or certificates. These items together form **your** contract of insurance.

1st Central

1st Central is a brand name used by First Central Insurance Ltd.

Insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by underwritten by Allianz Legal Protection which is a trading name of Allianz Insurance plc.

Allianz Insurance plc. Registered in England number 84638.
Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Legal Advice Helpline

Your call will be answered 24 hours a day to provide **you** with confidential telephone advice about any personal legal problem in the United Kingdom and Northern Ireland, Isle of Man or Channel Islands. Please note that **we** may need to arrange a call back if **you** need specialist legal advice.
To contact the helpline, call: **0333 241 3381** quoting the reference 'Motor Legal Expenses'.

Making a claim

Any person who is covered by this policy may make a claim. In the event of a claim, please contact **1st Central** as soon as is practicable after the date of the insured event, giving **1ST CENTRAL** as much
information as **you** can about what has happened before **you** incur any costs.

0333 043 2011 Or **+44 (0)333 043 2011** from overseas.

The UK based claims helpline is available 24 hours a day, 365 days a year.

Give as much information as **you** can about what has happened before **you** incur any costs.

If an accident occurs:

- Write down the details of each **vehicle** and driver;
- Take the names and addresses of any witnesses;
- Take photographs of the incident if it is safe to do so; and
- Make a note of any CCTV coverage in the area.

On receipt of a claim, **we** will estimate the likely value of **your legal action** and determine whether it is a **small claim.** In the event that it is a **small claim we** will allocate **your legal action** to a **claims handler** for **assistance services** and all other **legal actions** to a **panel solicitor** according to General Conditions (2).

Please remember:
In the event of a **legal action** for personal bodily injury, **we** have the right to have a medical examination carried out on any injured person at **our** expense.

Important

Please do not appoint **your** own representative before **we** have accepted **your** claim. If **you** do so, **we** will not be liable for any costs incurred even if **we** subsequently accept **your** claim.

How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** at:

Quality Assurance Manager
Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

0333 241 9580 qtmail@coplus.co.uk

It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claim reference available when **you** call **us**. If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

0800 023 4567 complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at http://ec.europa.eu/consumers/odr/. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if you contact the Financial Ombudsman Service directly.

Our regulator and insurer

Motorplus Limited t/a Coplus is authorised and regulated by the Financial Conduct Authority.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register number 121849.
Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting https://www.coplus.co.uk/data-privacy-notice

Allianz Insurance plc Fair Processing Notice

We are Allianz Insurance plc, referred to as **"we/us/our"** in this notice.

For more information about how Allianz Insurance plc use **your** personal data, **you** can find a copy of the Fair Processing Notice at www.allianz.co.uk

Alternatively, **you** can request a printed version by calling **0330 102 1837**, by email dataprotectionofficer@allianz.co.uk or by writing to the Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB.

Telephone calls
Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

Fraud prevention, detection and claims history
In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

Choice of law and jurisdiction
Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.
Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any disputes regarding the interpretation of this policy.

Contracts (Rights of Third Parties) Act 1999
The terms of this policy are only enforceable by **you**. A person who is not named under the policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Your Agreement with Others
This contract of insurance is personal to **you** the policyholder, and the **insurer**.
We will not be bound by any agreement between **you** and **your appointed representative**, or **you** and any other person or organisation.
You may not assign any of the rights under this policy without the **insurer's** express prior written consent.

Financial Services Compensation Scheme
If Allianz is unable to meet its liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

Use of language
Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

Other formats
If **you** require this document in any other format please do not hesitate to contact **us**.

Definitions of terms for legal expenses
The words and phrases listed below apply and will have the same meanings wherever they appear in this section of the policy. These words and phrases can be identified in **bold** throughout this section of the policy.

Adverse Costs
Any **legal costs**, including profit costs, **disbursements**, VAT and interest, which **you** are ordered to pay by order of the court or with **our** prior written agreement. These may include for example, the opponent's solicitor's fees, barrister's fees or expert's fees.

Appointed representative(s)
The solicitor, solicitors' firm, barrister or other suitably qualified person appointed or approved by **us** to act on **your** behalf. Please refer to **panel** and **non-panel** solicitor definitions below.

Assistance Services
Uninsured loss recovery and other services provided by the **claims handler** for **small claims**.

Civil proceedings
Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom and Northern Ireland, the Isle of Man and the Channel Islands.

Claims Handler
Us or a suitable third party appointed by us to act on **your** behalf where **your legal action** is a small claim.

Damage
Loss, destruction of or **damage** to the **vehicle**, including a total loss where the **vehicle** is written off.

Damages
Any sum that a court says **your opponent** must pay or money **your opponent** agrees to pay to settle the claim.

Disbursements
Any sum spent by an **appointed representative** on **your** behalf in connection with **Legal Action** respect of services supplied by a third party. **Disbursements** may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees.

Non Fault Claim
A claim where it is expected that liability will attach, whether in full or part, to a third party.

Insured event
An incident which gives rise to a **legal action** which occurs within the **period of insurance** and within the **territorial limits** involving the **vehicle** and the vehicle of a third party (including collisions) which:
i. causes damage to **your vehicle;** and/or
ii. causes damage to any personal belongings within or on the **vehicle**; and/or
iii. causes **your** death or bodily injury whilst **you** are travelling in or on the **vehicle**, or getting into or out of or on or off the **vehicle;** and/or
iv. any other **uninsured losses** (including but not limited to alternative transportation costs, should **your vehicle** be unusable following an accident and loss of earnings as a result of an accident requiring **you** to take time off work).

Insurer
Allianz Insurance plc.

Legal Action
The pursuit of losses or **damages** against a third party arising from an **insured event.**

Legal costs
Professional legal fees and/or expenses reasonably incurred by the **appointed representative** whilst acting for **you** in the pursuit of a **legal action** and which **you** are bound to pay**.**

Motor Insurance Policy
The policy of motor insurance for **your vehicle** which has been issued in accordance with the requirements of the Road Traffic Act 1988.

Non-Panel Solicitor
If **you** decide to appoint a representative of **your** own choosing, they will be referred to within this policy as a 'non-panel' solicitor. Please refer to Condition 2 – Appointed Representative.

Opponent
The third party responsible for the accident or collision which has given rise to an **insured event** under this policy and against whom **you** wish to bring a claim. Proceedings may not be issued against **us**, the **insurer** or **your** insurance broker or agent, nor may proceedings be issued against an employer where **you** are the employer and the driver is **your** employee.

Panel Solicitor
A solicitor recommended by **us** to **you** in the event of a claim, to act on **your** behalf and provide assistance.

Part 36 Offer
Any offer made to settle a claim, where blame is accepted or not, made by either party throughout the claim.
To be accepted, the offer must:

- be in writing;
- call itself a Part 36 Offer;
- be open for at least 21 days, when the offeror will pay the **opponent's** costs, if accepted;
- specify covers the whole claim, part of it, or an issue that arises in it and, if so, which:
- advise whether any counterclaim is factored in.

Period of insurance
The length of time covered by this **policy** up to a maximum of 12 month, as stated on **your policy** schedule.

Policy
This Legal Expenses **policy**.

Proportionate
Where the costs of pursuing a **legal action** do not exceed the value of the likely award of **damages**. When
deciding whether the **legal action** is proportionate **we** will consider the factors sent out in General Condition 9.

Reasonable prospects

A greater than 50% chance that **you** will be successful in **your** pursuit or defence of legal proceedings and make a successful recovery.

Small Claim
A legal action which **we** determine would be, or is actually allocated to the small claims track by a court under
the Civil Procedure Rules as amended from time to time. The small claims track is the procedure for making low
value claims for **damages** where the recovery of **legal costs** is limited. The limit under which a **legal action** is
determined to be a small claim is set by the Civil Procedure Rules and may change from time to time.

Territorial limits
Cover: Uninsured Loss Recovery & Motor Prosecution Defence- The United Kingdom and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia, Herzegovina, Gibraltar, Iceland, Liechtenstein, FYR Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

Cover: Motor Database Disputes – The United Kingdom and Northern Ireland, the Isle of Man and the Channel
Islands.

Terrorism
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Uninsured Losses
Any loss directly arising from an **insured event** that is not covered by any other insurance policy.

Vehicle
The vehicle(s) specified in the **motor insurance policy** which was being driven or ridden by a person entitled to drive or ride it, which gives rise to a claim.

We/our/us
Unless otherwise stated, Motorplus Limited t/a Coplus, registered in England and Wales with company number 03092837.

You/Your
The named holder of this policy, who lives in the United Kingdom, the Channel Islands or the Isle of Man, together with any other person who is entitled to drive or ride the **vehicle** under the **motor insurance policy** who is also resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man (including any other person who is a passenger or pillion passenger in or on the **vehicle**).

Uninsured Loss Recovery & Personal Injury Claim

✓ What is covered

Upon payment of the premium; the **insurer** will indemnify **you** as follows:

1) provided that the cover conditions below apply, for any **legal action** which is not a **small claim**, the **legal costs**, **adverse costs** and **disbursements** incurred in bringing a **legal action** against an **opponent** in consequence of an **insured event** up to an aggregate limit of £100,000 for any one **insured event**; and
2) provided that the cover conditions below apply, for any legal action which is a **small claim** the **legal costs**, **adverse costs** and **disbursements** incurred in bringing a **legal**

action against an **opponent** in consequence of an **insured event** up to an aggregate limit of £500 for any one **insured event;**

provided that in either case the **legal action**:

- relates to an **insured event**;
- has been notified to **us** as soon as practicable after the date of the **insured event**; and
- can be dealt with by a court of competent jurisdiction within the **territorial limits**.

Cover Conditions

We will provide this cover provided that:

- Any claim is reported to **us** as soon as practicable following an **insured event. We** shall have the right to reject any claim under this policy where **your** delay in notifying **us** has adversely affected the likely outcome of **your** claim;
- **Your legal action** has **reasonable prospects** of success;
- The **legal action** can be pursued in a **proportionate** manner, unless otherwise agreed by **us**;
- The **insured event** occurred within the **territorial limits** and within the **period of insurance**;
- The **insured event** was a **non fault** event;
- **You** do not deliberately mislead **us,** the **claims handler** or the **appointed representative** or exaggerate the claim and/or **legal action** or bring any false or contrived claims and/or **legal action**;
- **We** have given written approval to pursuing a **legal action** prior to **you** commencing any legal proceedings or making an appeal;
- **You** follow **our**, **the claims handler's** or the **appointed representative's** advice and provide any information **we** or they ask for;
- **Your appointed representative** follows the requirements set out in the appointed representative conditions.

Motor Prosecution Defence

✓ What is covered

The **insurer** will cover **legal costs** up to £100,000 to defend a **legal action** in respect of a motoring offence arising from **your** ownership or use of the **vehicle** where y**ou** are facing suspension or disqualification of **your** driving licence, provided **your vehicle** was being used within the **territorial limits**.

This includes but is not limited to the potential suspension of **your** driving licence under the "totting up" procedure.

Cover includes costs in respect of pleas in mitigation, provided that there is a more than 50% prospect that such a plea will materially affect the outcome.
You must advise **us** of **your** summons no later than 7 days after receiving it.

✘ What is not covered

Exclusions applicable

- Any claims made in respect of parking offences or obstruction, for which **you** receive no penalty points against **your** licence, or any claims involving **your** dishonesty;

- Any claims made when **you** have been driving or riding the **vehicle** without valid motor insurance;
- Any claims made when **you** qualify for legal aid;
- More than two claims in any **one period of insurance;**
- Any prosecutions brought against **you** where **you** are alleged to be under the influence of alcohol and/or drugs (including prescriptive or non-prescriptive drugs that may impede **your** ability to drive);
- Any **legal costs** and expenses covered by **your motor insurance policy**

Motor Database Disputes

✓ What is covered

The **insurer** will cover **legal costs** up to a maximum of £10,000 to represent **you** in a dispute with the police or government agency if:

- the **vehicle** is seized due to a failure in communication between **your insurer** and the Motor Insurance Database;
- if incorrect information is held/recorded on a motoring database about **your** driving record (e.g. driving licence, claims, convictions); or
- if incorrect information is held about the **vehicle**, which adversely affects **you**.

✘ What is not covered

- Any error or omission by **you** which means that the information held on any motoring databases is incorrect;
- More than two claims in any one **period of insurance.**

General conditions

The following conditions apply to section 9 of the policy. **You** must comply with them where applicable in order for section 9 to remain in full force and effect.

1. Claims
a) **You** will give notice to **us** as soon as practicable following an **insured event**;

b) **You** will take all steps necessary to assist in the recovery of **legal costs** from a third party where appropriate and where **you** are able to do so;

c) All **legal costs** may be subject to an independent assessment to ensure that they have been incurred reasonably;

d) All professional fees, expenses, **disbursements** and any other costs may only be incurred with **our** prior consent;

e) **Legal costs** will not be paid on an interim basis throughout a claim

f) **You** will not enter or offer to enter into any negotiation to settle the claim without **our** prior written approval to do so;

g) **You** will not unreasonably withhold consent for the **claims handler** or **your appointed representative** to make an offer to settle the **legal action**. This includes agreeing to settle by way of a **Part 36 offer**;

h) If an offer of settlement (which may include a **Part 36 offer**) is made that **we,** the **claims handler** or the **appointed representative** would deem fair and **you** do not accept it, the **insurer** will not be liable for any further costs incurred;

i) **You** will not withdraw from any **legal action** without **our** permission to do so;

j) **You** must attend court or any expert examination where asked to do so;

k) In some circumstances, where **we** decide it is appropriate, the **insurer** may elect to pay **you** the sum of **damages** that **you** are seeking and then end or not begin **civil proceedings**, and the **insurer** will not be liable for any further costs incurred;

l) **We** reserve the right to request that **we**:

i) take over any claim or bring **civil proceedings**, where regulation allows at any time and conduct them in **your** name;
ii) negotiate or settle any claim or **civil proceedings** on **your** behalf;
iii) contact **you** directly at any point concerning **your** claim.

m) **You** must respond to **us** promptly in all matters relating to a claim, within 14 days unless **we** are satisfied that there is a reason why this is not possible.

2. Claims handler and **Appointed representative**
i) Before legal proceedings are issued, an **appointed representative** from **our** panel will be appointed to act for **you** to pursue, defend or settle any claim **we** have accepted in accordance with the terms and conditions of this policy;

ii) For **legal actions** which are **small claims**, before legal proceedings are issued a **claims handler** will be instructed to act for **you** to pursue or settle any **legal action we** have accepted in accordance with the terms and conditions of this policy;

iii) Should legal proceedings need to be issued or have been issued against **you**, contact **us** immediately and **we** shall appoint a **panel solicitor** to act for **you**. If **you** are dissatisfied with the appointment or where there is a conflict of interest, **you** can choose a **non-panel solicitor** of **your** choosing. **You** must inform **us** in writing of the full name and address of the representative **you** want to act for **you.** When **civil proceedings** are issued the cover will continue where **you** use a **panel solicitor** or **we** agree in writing that **you** may use **your** chosen **non-panel solicitor** subject to the conditions highlighted in general 2(v) below;

iv) If there is any dispute over **your** choice of **non-panel solicitor you** will be asked to nominate an alternative. If, after having done so, **we** are still not able to agree, **you** may escalate the matter in accordance with General Condition 5 – Arbitration. Until the complaint has been resolved, or until such time as an arbitrator has reached a decision, **we** shall be entitled to appoint an **appointed representative** from **our** panel in order to protect **your** interests in any legal proceedings.

v) If **you** do select to appoint **your** own **non-panel solicitor**, this insurance will not cover expenses over and above the costs that **our** panel would charge in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the claim and the location and class of **non-panel solicitor** that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion;

vi) The **claims handler, appointed representative** or **non-panel solicitor** will have direct contact with **us** and must fully cooperate with **us** at all times, and **you** must cooperate with **your** representative, providing all necessary information and assistance to them as required;

vii) Any **non-panel solicitor** that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. **You** agree to **us** having access to the **claims handler's appointed representative's** or **non-panel solicitor's** (as the case may be) file relating to **your** claim. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

3. Counsel's Opinion

Where you do not agree with your appointed representatives assessment that your claim does not have reasonable prospects of success, is not proportionate or otherwise should not proceed for cover to remain in place **we** will require that Counsel's Opinion is obtained from a barrister. If this is the case, **we** will instruct counsel, to advise of the merits of a proposed claim or **civil proceedings**. The cost of this advice will be payable by **you** unless the outcome recommends that there are reasonable grounds to pursue **your** claim or **civil proceedings**, in which case **we** will pay Counsel's fees. The reasonable costs of the counsels fee will be agreed by **you** and **us**.

4. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 35. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and any amending or substituting legislation and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

If **we** are not able to agree on the appointment of an arbitrator, **we** shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

5. Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- If **your** claim is in any way dishonest or exaggerated,

We will not pay any benefit under this section of the policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

6. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

7. Severability Clause
If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

8. Proportionality
Where an award of damages is the only legal remedy to a dispute and the cost of pursuing **civil proceedings** is likely to exceed the value of any such award of **damage**s, the most the **insurer** will pay in respect of **legal costs** is the value of the likely award of **damages** unless to limit the costs to this extent is unreasonable.

9. Acts of Parliament
All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

General exclusions

The following exclusions apply to this section of the policy:
1. Any claim:
i) where the date of the **insured event** is before the date of inception of this policy;
ii) brought against **you**;
iii) that is not notified to **us** as soon as is practicable following an **insured event. We** shall have the right to reject any claim under this policy where **your** delay in notifying **us** has adversely affected the likely outcome of **your legal action**;
iv) if at the time **you** make a claim under this policy there is any other insurance covering the same liability, **we** will not be liable to pay or contribute more than **our** proportion of any **legal action** and the **legal costs**, **disbursements and adverse costs** in connection with this;
v) where the **opponent** cannot be traced or identified;
vi) in excess of the limit of indemnity of £100,000 for **legal costs, adverse costs** and **disbursements** for any **legal action** which is not a **small claim** for any one claim on this policy;
vii) in excess of the limit of indemnity of £500 for **legal costs**, **adverse costs**, and **disbursements** for any legal action which is a **small claim** for any one claim on this policy;
viii) costs incurred after **we** have advised **you** that **your legal action** is best settled by means other than **civil proceedings**;

2. The balance of **legal costs, disbursements** and **adverse costs** in excess of what has previously been agreed;

3. **Legal costs** incurred whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a voluntary agreement with creditors;

4. Any claim that arises as a result of a deliberate action by **you** or anybody associated with **you;**

5. Any claim relating to violence or dishonesty on **your** part.

6. Any **legal costs** of any **appointed representative,** other than a **panel solicitor** or **claims handler**, prior to the issue **of civil proceedings** or a conflict of interest arising;

7. Any **legal costs, disbursements** and **adverse costs** relating to any event giving rise to a claim and/or leading to **civil proceedings** which are not identified in this policy, including but not limited to:
i) costs paid directly to the **appointed representative** prior to **our** approval;

ii) anything relating to a road traffic accident not covered by **your** primary **motor insurance policy,** or from **your** use or alleged use of alcohol and/or drugs (including prescriptive or non-prescriptive drugs that may impede **your** ability to drive);
iii) matters where **you** intend to represent yourself during a claim;
iv) any **legal costs, disbursements** and **adverse costs** incurred in any appeal proceedings, unless the **insurer** agreed to cover the original claim, and **we** deem that the matter has **reasonable prospects** and **we** are notified of the intention to appeal at least 7 days before the deadline to lodge an appeal;
v) any enforcement proceedings or procedure arising from a successful outcome where settlement is not then made, unless relating to claims concluded successfully under this policy.

8. No indemnity for legal costs or disbursements payable to or incurred by a non-panel solicitor will be provided unless General Conditions 2 (iii) and (iv) apply.

9. The costs of any claim arising from radiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

10. The costs of any claim arising from loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority

11. Compensation awarded to a person or group bringing a claim against **you**.

12. Any claims made in respect of **your** use or alleged use of a mobile telephone whilst driving, unless the telephone isused via hands-free.

13. Claims arising from or associated with the use of **your vehicle** for racing, rallies, pacemaking or trials;

14. Judicial review;

15. Proceedings before, or reference to the European Court of Justice or the European Court of Human Rights;

16. If **we,** the **claims handler** or the **appointed representative** do not believe there are **reasonable prospects** in pursuing **your** claim, the **insurer** will not pay for any costs arising from a subsequent or additional claim to determine **reasonable prospects**;

17. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

RAC Breakdown Cover

Contact information

	Telephone	In Writing
Breakdown	0330 159 8714	
Breakdown in Europe Calling from **Europe** Calling from a French landline (freephone) Calling from the Republic of Ireland (freephone)	 00 33 472 43 52 55* 0800 290 112 1800 535 005	
Bringing your vehicle back to the UK after a breakdown	0330 159 0342	
Claim Form Requests From the **UK** From **Europe**	 0330 159 0337 0044 161 332 1040*	 europeanclaims@rac.co.uk www.rac.co.uk/europeanclaimform
Hearing assistance	Telephone prefix 18001 to access Typetalk or text **us** on 07855 828282	

*Please replace the 00 at the beginning with 810 when in Belarus or Russia.

Telephone charges

Please note that **we** do not cover the cost of making or receiving telephone calls. **Our** calls may be monitored and/or recorded.

In the UK: Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at **your** standard network rate.

In Europe: Roaming charges may apply when making or receiving calls, please check with **your** mobile phone provider for more information. It may not always be possible for **us** to return a call to a mobile phone.

If your vehicle breaks down, please provide us with

- **Your** name or policy number
- Identification such as a bank card or driving licence
- The **vehicle's** make, model and registration number
- The exact location of the **vehicle** - the road **you** are on or the nearest road junction
- The number of the phone **you** are using
- The cause of the **breakdown,** if **you** know it
- **Your** credit card if **you** need additional services

- If **you** fail to make contact within 24 hours of becoming aware of the **breakdown** cover may be refused in relation to the **breakdown**.

Remember

Please let **us** know if **you** have called **us** but manage to get going before **we** arrive. **We** will only provide cover if **we** arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by **you** or on **your** behalf.

Breakdown or is involved in a road traffic collision on a motorway in Mainland Europe

Motorways in France and many other European countries are privately managed. If **your vehicle breaks down** or is involved in a **road traffic collision** on a French motorway, motorway service area, or other European private motorway, **you** must use the roadside emergency telephones as **we** cannot send assistance. If the **vehicle** is recovered by the police or authorised motorway services, **you** may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

We will **reimburse** these charges as long as the **vehicle** is towed to the recovery company's depot. This may also apply to other roads, so **we** recommend **you** use the emergency phones where available. If they will not send a breakdown recovery vehicle, **you** should contact **us**.

RAC Breakdown Cover policy document

Definitions

Any words in bold appearing throughout this **RAC Breakdown Cover** have a specific meaning which **we** explain below.

Beyond economical repair
Where the total cost required to repair the **vehicle**, including any taxes, is greater than the **market value** of the **vehicle**. If the **vehicle** has **broken down** or had a **road traffic collision** in **Europe**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the service provider in the applicable country in **Europe** where the **breakdown** or **road traffic collision** has occurred;

Breakdown/breaks down/broken down
An event during the **period of insurance**, that stops the **vehicle** from being driven because of a **road traffic collision**, mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, but not as a result of a mis-fuel, fire, flood, theft, acts of vandalism (including break ins), any **driver induced fault**, or any key related issue other than keys locked in **your vehicle**;

Call-out/Claim
Each separate request for service or benefit for cover under any section of this **RAC Breakdown Cover**;

Caravan/trailer
Any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0 metres (23ft) long; (c) 2.55 metres wide; and (d) 3 metres high;

Driver/their/they
You or any driver of a **vehicle** at the time a **breakdown** occurs who is authorised to be driving the **vehicle** and is permanently resident in the **UK**;

Driver induced fault
Any fault caused by actions or omissions of the **driver** of the **vehicle**, except running out of fuel and battery failure;

Europe
The mainland countries of Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding the Canary Islands, Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above in the Mediterranean Sea;

Home
The address in the **UK** where **you** live permanently, as shown on **your schedule**;

Journey
A trip to **Europe** which begins and ends on return from **home** during the **policy period**;

Passengers
The **driver** and up to the number of passengers allowed as shown in the Vehicle Registration Document travelling in the **vehicle**;

Planned departure date
The date when **you** intend to begin **your journey**. **We** may ask for proof of this;

Policy year
The **policy period**, from the start date;

RAC/we/us/our
1. For Sections A, B and C means RAC Motoring Services;
2. For Section D means RAC Insurance Limited;
3. For Additional Services means RAC Motoring Services; and
4. In each case any person employed or engaged to provide certain services on their behalf;

RAC Breakdown Cover
This RAC Breakdown policy that is subject to the terms and conditions together with the **schedule**;

Reimburse/reimbursement
Reimbursement by **us** under the reimbursement process;

Road traffic collision
1. for the purpose of Section D only, a traffic collision in **Europe** that immobilises the **vehicle**; and
2. for all other sections, means a traffic collision involving a **vehicle** within the **UK**;

Specialist equipment
Equipment that is not normally required by **us** to complete repairs and recoveries, for example winching and specialist lifting equipment;

UK

England, Scotland, Wales, Northern Ireland, and for the purpose of this **RAC Breakdown Cover** includes the Channel Islands and the Isle of Man if **you** are a resident there;

Vehicle
The **UK** registered car as shown on **your schedule** and that complies with the following specifications:
1. it is less than (a) 3.5 tonnes; (b) 6.4m (21ft) long including a tow bar; and (c) 2.55 metres wide; or
2. for Section D it is less than (a) 3.5 tonnes; (b) 7m (23ft) long including a tow bar; and (c) 2.55 metres wide.

You/your
The person taking out the **RAC Breakdown Cover** as named on the **schedule**.

Important information about your RAC Breakdown Cover

This **RAC Breakdown Cover** is intended to offer services relating to the **breakdown** of **vehicles**. Based on the information provided this **RAC Breakdown Cover** meets the demands and needs of those who wish to ensure the risk of the **breakdown** of **vehicles** is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **breakdown** of **vehicles** are met.

Some sections of cover are optional. The ones **you** have chosen are listed on **your schedule**. Please make sure this is correct.

There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.

All requests for service must be made directly to **us**.

Your RAC Breakdown Cover consists of:

- A Breakdown Policy – one or more contracts of insurance between **you** and the insurers - depending on the type of cover:
    - RAC Motoring Services provides insurance for Sections A, B and C; and
    - RAC Insurance Limited provides insurance for Section D.

A premium is payable when additional cover is chosen which will be made clear to **you** in advance of purchase.

- A **schedule**- detailing the type of cover **you** have, the level of cover chosen and the cost of cover. The **schedule** will detail the premium and any other charges payable. These will be made clear in advance of purchase and provided to **you** by **1st Central** following purchase.

RAC Breakdown Cover is provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Limited (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Policy type

This **RAC Breakdown Cover** covers the **vehicle** shown on **your schedule** and if registered at **your home** address. The **vehicle** is covered whoever is driving**.**

Limits of Cover

Cover under this **RAC Breakdown Cover** is subject to limits on:

- When a **claim** can be made:
    - no **claim** is permitted under section A if the **breakdown** occurred prior to purchasing this **RAC Breakdown Cover**;
    - no **claim** is permitted under sections B to D within 24 hours of the initial start date of the **RAC Breakdown Cover**, nor within 24 hours of any upgrade to an upgraded section; and
    - in order to make a **claim** under Section C (Recovery) **we** must have first attended under Section A (Roadside).
- The number of **claims** that can be made per **policy year** whether under a particular section, or as a whole, one **claim** means one request for service or benefit for cover under any section of this **RAC Breakdown Cover**, regardless of who makes the **claim**;
- The amount that is covered for certain types of **claim** or for certain sections, as set out in this **RAC Breakdown Cover.**

Reimbursement

Under some sections, **you** may need to pay for the service up front and **claim** this back from **us**. To do so, please visit www.rac.co.uk/reimbursementclaimform. If **you** have any queries please contact Breakdown Customer care on 0330 159 0337. Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Services. **We** may ask **you** to supply original documents.

Hire Car Terms

Certain sections of this **RAC Breakdown Cover** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

✓ What is covered:

- **We** will arrange and pay for the hire cost of a replacement car. **We** will provide a hire car for up to 14 consecutive days or until **your vehicle** has been fixed if sooner. Any replacement vehicle will be limited to a small hatchback;
- If **you** are not eligible for a hire car arranged by **us** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have points on **your** licence), and **you** choose to hire a car yourself, let **us** know before **you** hire a car, and then provided **we** have agreed the cost, **we** will **reimburse you** up to £35 per day;
- Where **we** arrange a hire car **we** will pay the insurance and collision damage waiver (this covers the cost of damage but **you** would still need to pay the excess).

✗ What is not covered:

- **We** will not provide any specific car type, model or accessories, including tow bars.
- Any cost of:
    a) delivery and collection of the car hire and any fuel used;
    b) fuel while using the car hire; or
    c) any insurance excess and additional costs.

Section A – Roadside

RAC Breakdown Cover includes cover for Roadside.

✓ What is covered under section A:

If the **vehicle breaks down** within the **UK** more than a quarter of a mile from **your home, we** will:

- Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
- If **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **vehicle** and **passengers** to a destination chosen by the **driver** up to a maximum of 10 miles from the **breakdown**;

If **we** recover the **vehicle** to a garage, **we** will **reimburse you** for taxi costs for **passengers** to continue the journey to a single destination within 20 miles.

Caravans or Trailers
If a **caravan** or **trailer breaks down** within the **UK** more than a quarter of a mile from **your home**, **we** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair.

We will not provide any other cover under this **RAC Breakdown Cover** if a **caravan** or **trailer breaks down.** However, if a **vehicle breaks down** and there is a **caravan** or **trailer** attached to it **we** will recover the **caravan** or **trailer** as well.

✘ What is not covered under section A:

- The cost of any parts;
- The fitting of parts, including batteries, supplied by anyone other than **us;**
- Any **breakdown** resulting from a fault that **we** have previously attended and:
    a) the original fault has not been properly repaired; or
    b) **our** advice after a temporary repair has not been followed;
- Recovery for **caravans** or **trailers** if the **caravan** or **trailer breaks down**.

Section B – At Home

Please refer to **your schedule** which sets out whether this **RAC Breakdown Cover** includes cover At Home.

✓ What is covered under section B:

We will provide the same cover as the “Covered” part of Section A (Roadside) if **your vehicle breaks down** at, or within a quarter of a mile of, **your home**.

✘ What is not covered under Section B:

Please see the “Not Covered” part of Section A (Roadside), which also applies here.

Section C – Recovery

Please refer to **your schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Recovery.

✓ What is covered under section C:

If **we** are unable to repair the **vehicle** under Section A (Roadside), **we** will recover the **vehicle** from the **breakdown** location to:

- A local garage; or
- A single destination chosen by the **driver** within the **UK**. For long distances **we** may use more than one recovery vehicle.

Please note: recovery must be arranged by **us** while **we** are at the scene.

✘ What is not covered under section C:

- Please see the "Not Covered" part of Section A (Roadside), which also applies here;
- Requests following a **road traffic collision**;
- Tyre faults where the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle's** manufacturer or a locking wheel nut;
- A second recovery owing to the intended original destination being closed or inaccessible.

Section D – European Motoring Assistance

Please refer to **your schedule** which sets out whether this **RAC Breakdown Cover** includes cover for European Motoring Assistance.

Limits of cover

The cover under Section D is subject to an aggregate overall limit of £2,500 per **call out** and 3 **call-outs** per **policy year**, limited to 1 **call-out** per **journey** and is subject to the further limits of cover in respect of each type of cover. Each **journey** is limited to a maximum of 90 days.

Section D1 – Onward travel in the UK

✓ What is covered under section D1:

If **we** attend a **breakdown** under Section A (or C) and cannot fix the **vehicle** by **your planned departure date** and **you** are within 24 hours of **your planned departure date we** will arrange a hire car for the continuation of **your journey** for up to 14 consecutive days.

✘ What is not covered under section D1:

Requests following a **road traffic collision.**

Section D2 – Roadside assistance in Europe

✓ What is covered under section D2:

If the **vehicle breaks down** or is involved in a **road traffic collision** in **Europe** during a **journey, we** will send help to either:

- Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
- If **we** are unable to repair the **vehicle** at the roadside, **we** will:

  a) recover the **vehicle** and **passengers** to a local garage for fault diagnosis on the **vehicle**;

  b) pay for the initial fault diagnosis to find the next course of action;

  c) contribute towards the garage labour charges up to £150 when the **vehicle** can be repaired on the same day;

  d) help **you** purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and

  e) **we** will also relay any urgent messages from the **driver** to a contact of **their** choice.

✘ What is not covered under section D2:

- Repair costs, including garage labour charges:
  - a) if the **vehicle** was in a **road traffic collision**; or
  - b) if the **vehicle** repair costs will be more than its **market value**.
- The costs of any parts.

Note: By claiming under this section **you** are authorising **us** and the garage to undertake fault diagnosis.

Mis-fuelling
If the **driver** puts the wrong fuel in the **vehicle**, although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, **we** will arrange to recover the **vehicle** and **passengers** to a local garage. **You** are not entitled to benefits under any other section of this **RAC Breakdown Cover**.

Key
If the keys are locked in the **vehicle**, **we** will attend and get them out if possible, but **we** are not liable if damage is caused to the **vehicle** in doing so. **You** are not entitled to benefits under any other section of this **RAC Breakdown Cover**.

Tyres
If the **vehicle** needs a replacement tyre, although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, **we** will attend and change the tyre if there is a spare or recover the **vehicle** and **passengers** to a local garage if the **vehicle** is manufactured without a spare. **You** are not entitled to benefits under any other section of this **RAC Breakdown Cover**.

Section D3 – Onward travel in Europe

✓ What is covered under section D3:

If the **vehicle breaks down** or is involved in a **road traffic collision** during a **journey** in **Europe** and **we** establish that the repairs cannot be completed within 12 hours, **we** will help the **driver** by making arrangements for the **passengers** to continue the **journey**. The **driver** can choose either:

- Alternative transport; or
- Additional accommodation expenses.

Alternative transport

- A hire car as a replacement until the **vehicle** has been fixed for up to 14 consecutive days; or
- A standard class ticket up to £125 per person per day and £1,500 in total for travel by air, rail, taxi or public transport

Additional accommodation expenses

We will arrange and pay for additional accommodation expenses if **you** are unable to use **your** pre-arranged accommodation up to £30 per person per day up to a maximum of £500 for all **passengers**.

✘ What is not covered under section D3:

Accommodation where the **driver** has suitable alternative accommodation that can be used. Cover under this section will stop once:

- The **vehicle** has been repaired to a roadworthy condition; or
- The decision to bring the **vehicle home** is made by **us** or **your** motor insurer; or
- Once **we** establish that the repair costs to the **vehicle** exceed its **market value**.

Once the **driver** is notified of cover ending, if **they** have a hire car, it must be returned to the place agreed with **us** within 24 hours. The **driver** can keep the hire car for longer if **you** agree this with **us** first and pay for it.

Getting your passengers home

We will provide alternative transport as above to get the **passengers** back **home** if:

- The **vehicle** is brought back **home** under Section D4; or
- Once **we** establish that the repair costs to the **vehicle** exceed its **market value** under Section D4.

Section D4 – Getting your vehicle home

✓ What is covered under section D4:

If **we** attend a **breakdown** or a **road traffic collision** in **Europe** under Section D2 and the **vehicle** cannot be repaired before the **drivers** planned return to the **UK**, **we** will arrange and pay for:

- Recovery of the **vehicle** to a single destination of the **drivers** choice within the **UK**; and
- Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **UK**; or
- If the **vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £30 per day;

- If the cost of repairing the **vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, **we** will pay the cost of the import duty;
- **Reimbursement** for a hire car in the **UK** once **we** have brought the **passengers home** under Section D3 until the **vehicle** is brought back to the **UK**, up to 2 consecutive days;

We will take the **passengers** in the **vehicle home** under Section D3 (Onward Travel in Europe).

It is **our** decision whether to get the **broken down vehicle home** or have it repaired locally. **We** will follow **your** motor insurer's decision whether to get the **vehicle home** or have it repaired locally following a **road traffic collision** covered by **your** motor insurance.

✘ What is not covered under section D4:

- Any costs:

  a) if the **vehicle** is **beyond economical repair;**

  b) covered under **your** motor insurance;

  c) relating to storage once **you** have been notified that the **vehicle** is ready to collect; and

  d) relating to any costs incurred as a result of actions or omissions of **your** motor insurers;

- **We** will not take the **vehicle** back **home** if:

  a) the **vehicle** is roadworthy; or

  b) a customs officer or other official finds any contents in **your vehicle** that are not legal in that country;

- Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**;
- **We** will not cover the costs of fuel, insurance or meals; or
- **We** will only cover costs under this section up to the **market value**, so if **you** want **us** to bring the **vehicle home** and the costs of bringing the **vehicle home** exceed this amount **you** will need to pay any costs above this amount before **we** make arrangements.

Important

- Following **our** authorisation, it can take up to 14 working days for the **vehicle** to be delivered back to the **UK**. At busy times and from some countries it may take longer.
- If **we** do not bring the **vehicle** back to the **UK**, **you** will have 10 weeks in which to advise **us** of how **you** wish to recover or dispose of it. If **you** do not contact **us** within 10 weeks **we** will dispose of it at **your** cost.

Section D5 – Vehicle break-in emergency repairs

Before claiming under this section the break-in must be reported to the police within 24 hours in order to obtain a written report.

✓ What is covered under section D5:

If the **vehicle** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown we** will **reimburse you**, up to £175 for:

- immediate emergency costs incurred in order to continue the **journey**: or
- the costs of recovering the **vehicle** to a local repairer to ensure the **vehicle** is secure and roadworthy.

✘ What is not covered under section D5:

- The cost of any parts; or
- Any benefits under any other section of this **RAC Breakdown Cover**.

Section D6 – Replacement Driver

✓ What is covered under section D6:

Although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, if the **driver** suddenly or unexpectedly falls ill during the **journey** in **Europe**, meaning **they** are unable to drive, **we** will provide a replacement driver to allow the **journey** to continue or return **home**. **We** will require written confirmation from the treating hospital or medical expert that the **driver** is unable to drive

✘ What is not covered under section D6:

- If there is another qualified driver who is a **passenger** and who is fit and legally able to drive the **vehicle**.
- Any benefits under any other section of this **RAC Breakdown Cover.**

Section E – General conditions for Section D

E1. **We** will not cover any **call-out** for any repairs to a **vehicle** which are not essential in order to continue the **journey**;

E2. Any **claim** which the **driver** could make under any other insurance policy. If the value of the **call-out** is more than the amount which can be recovered under another policy **we** may pay the difference, subject to the limits as set out in this **RAC Breakdown Cover**;

E3. **You** must make sure the **vehicle** meets all relevant laws of the countries visited during a **journey**;

E4. How the exchange rate is calculated:

a) Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used at the time;

b) Costs incurred by **you** in a currency other than GBP which are recoverable will be converted to GBP either:

i. at the exchange rate used by **your** credit or debit provider; or

ii. at the exchange rate used by **us** when **your** claim form is received if **you** paid in cash;

E5. **We** will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between **you** and the garage / repairer.

E6. When a hire car, taxi, hotel or similar benefit is arranged under this **RAC Breakdown Cover**, **we** will always try to find a suitable option that is available at the time, however:

a) **we** are not responsible for the quality or service of each individual hotel, train or taxi booked; and
b) for hire cars, whilst reputable companies are used, **we** are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;

E7. If, following a **breakdown**, the **vehicle** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in **our** reasonable opinion that would lead to additional costs being incurred, **we** reserve the right to refuse to provide cover under Section D3 (Onward travel in Europe) or Section D4 (Getting your vehicle home);

E8. If the **breakdown** or **road traffic collision** is caused by flooding brought about by adverse weather **we** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be an additional cost paid by **you**, or must be referred to the **vehicle's** motor insurer;

E9. In handling **breakdown call-outs** there may be more than one option available to **you** under this **RAC Breakdown Cover**. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with **you**, and act reasonably at all times;

E10. This **RAC Breakdown Cover** does not cover:

a) vehicle storage charges, other than under Section D4;
b) **call-outs** if **you** are not carrying a serviceable spare tyre, the tyre repair equipment provided by the manufacturer or a locking wheel nut;
c) the hire of minibuses, motorhomes, motorcycles, **caravans**, **trailers** or vans;
d) overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
e) **breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion.

Section F – General conditions

The following conditions apply to all sections of this **RAC Breakdown Cover**. If **you** do not comply **we** can refuse cover and/or cancel **your RAC Breakdown Cover**.

F1. **You** must pay **your** premium.

F2. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**.

F3. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **your RAC Breakdown Cover** will not cover this.

F4. **We** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.

F5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **we** will not provide cover.

F6. A **driver** must be with the **vehicle** when **we** attend.

F7. **You** are responsible at all times for the care of **your** personal belongings, valuables, luggage and goods in or on a **vehicle**. **We** will not be responsible for any loss of or damage to them.

F8. Where **we** recover **passengers** under the age of 16, they must be accompanied by an adult.

F9. **We** will not allow animals in **our** vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport any livestock. **We** will not be responsible for any costs relating to animals.

F10. The **vehicle** must not carry more passengers than the number stated in the **vehicle's** registration document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.

F11. Where **we** provide a repair to the **vehicle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.

F12. **We** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **RAC Breakdown Cover**. For example, **we** will not pay for any loss of earnings or missed appointments.

F13. **We** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.

F14. During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.

F15. The cost of the following is not covered by this **RAC Breakdown Cover**:

a) **specialist equipment**;
b) ferry charges for the **vehicle** and **our** vehicle;
c) any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. **We** will arrange transport to a local garage so **you** can arrange to get the **vehicle** fixed but **you** will have to pay for this;
d) spare tyres and wheels and repairing or sourcing them; or
e) recovery by someone other than **us** even if this is requested by the emergency services. **We** will only provide recovery once instructed to do so by the emergency services.

F16. In handling any **claim** there may be more than one option available to the **driver** under this **RAC Breakdown Cover. We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with the **driver**, and act reasonably at all times.

F17. The **vehicle** must be privately owned and only used for private use, including use for social, domestic and pleasure purposes and commuting to and from a permanent place of work or any business use other than hire and reward and/or courier services.

F18. This **RAC Breakdown Cover** does not cover:

a) routine servicing, maintenance or assembly of the **vehicle**;
b) **caravan** or **trailers,** except as described under Section A;
c) use of **your vehicle** for business, including for example demonstrating or carrying trade plates;
d) **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
e) **breakdowns** that occur off the public highway to which the **driver** or **we** have no legal access;
f) the **vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
g) **vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **we** will provide service;
h) any **claim** that is or may be affected by the influence of alcohol or drugs;
i) any **breakdown** that is caused by or as a result of **vehicle** theft or fire; or
j) any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to **us** under a different policy.

F19. If the **driver** is asked to review and approve a document recording the condition of the **vehicle,** including an electronic form, it is **their** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.

Additional Benefits

The following are provided at no additional charge:

Service in the Republic of Ireland

If the **vehicle** has **broken down** in the Republic of Ireland, **we** will provide a Roadside attendance service only, as described under Section A (Roadside). If **your home** address is in Northern Ireland and **you** have purchased Section C (Recovery), **we** will recover the **vehicle** to **your home**, or to another destination in Northern Ireland if the distance is less.

Urgent message relay

If the **vehicle** has **broken down** and the **driver** needs to get in touch with friends and family urgently, **we** will get a message to them.

Replacement driver

If the **driver** becomes ill during a journey in the **UK** and no one within the party can drive the **vehicle**, **we** may be able to provide a replacement driver. This service is discretionary, and **we** will decide whether or not to provide this service.

Additional services

We can provide additional services that are not included in **your RAC Breakdown Cover** but **we** will charge **you** for these, for example to:

- Purchase the parts **you** need to get on **your** way;
- Pay for **specialist equipment** to complete the repairs;
- Extend the hire time for a replacement car;
- Arrange a second or extended recovery; or
- Attend a mis-fuel event.

If **you** need extra help, **we** will agree the costs up front and will need full payment before **we** can help. If **you** took out the **RAC Breakdown Cover**, **you** will be responsible for any additional charges so if **we** help someone under **your RAC Breakdown Cover** and they cannot pay, **we** will invoice **you**. This is why **we** request proof of identity at the **breakdown**.

Misuse of RAC Breakdown Cover

Each **driver** must not:

1. Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade **us** into a dishonest or illegal act;
3. Omit to tell **us** important facts about a **breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by **your RAC Breakdown Cover** to try and obtain a service under this **RAC Breakdown Cover**;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, **we** may:

1. Restrict the cover available to **you** at the next renewal;
2. Restrict the payment methods available to **you**;
3. Refuse to provide any services to **you** under this **RAC Breakdown Cover** with immediate effect;
4. Immediately cancel this **RAC Breakdown Cover**; and
5. Refuse to sell any **RAC Breakdown Cover** or services to **you** in the future.

We may also take any of the additional steps as set out above if any **claim** is found to be fraudulent in any way, and the **RAC Breakdown Cover** will be cancelled with effect from the date of the fraudulent act, and the fraudulent **claim** forfeited. **We** will not refund any premium. **We** will notify **you** in writing if **we** decide to take any of the above steps.

How to make a complaint

We are committed to providing excellent service. However, **we** realise that there are occasions when **you** feel **you** did not receive the service **you** expected. If **you** are unhappy with **our** services relating to this **RAC Breakdown Cover** such as services at or following a **breakdown**, or the included benefits please contact **us** as follows:

You can write to **us** at:

Breakdown Customer Care
RAC Financial Services Limited
Great Park Road
Bradley Stoke
Bristol
BS32 4QN

0330 159 0337 Breakdowncustomercare@rac.co.uk

Financial Ombudsman Service

The cover provided by RAC Motoring Services under this **RAC Breakdown Cover** is not covered by the Financial Ombudsman Service.

The cover provided by RAC Insurance Limited under this **RAC Breakdown Cover** is covered by the FOS.

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service ("ODR") via their website: http://ec.europa.eu/consumers/odr/. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send **your** complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. Please note: for qualifying financial services products purchased in the **UK** this will be the **UK's** Financial Ombudsman Service.

The Financial Services Compensation Scheme (FSCS)

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, **you** may be entitled to compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, or by writing to:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

The cover provided by RAC Motoring Services under this **RAC Breakdown Cover** is not covered by the FSCS.

Regulatory Information

RAC Breakdown Cover is provided by RAC Motoring Services Registered No 01424399 and/or RAC Insurance Limited Registered No 2355834. Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Your Data

Data protection statement

This section provides a summary of how **we** use **your** information. For full details about **our** use of **your** data, please visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy.

You can contact **our** Data Protection Officer by emailing dpo@rac.co.uk or writing to Data Protection Officer, RAC Great Park Road, Bradley Stoke, Bristol BS32 4QN.

What data will we use?

There are three types of information about you which **we** will use to provide **your RAC Breakdown Cover**:

1. **Personal data**: Information which potentially identifies **you**. This includes **your** name, address, email address, telephone number and date of birth.
2. **Non-personal data**: information about **you** that is not personal such as information about **your vehicle**.
3. **Special category data**: In very limited circumstances, **we** will collect special category data such as information relating to **your** health. **We** will only ask for this information when necessary and in accordance with data protection laws.

How we collect your data

We obtain **your** data from **you** when **you** contact **us** directly. **We** also obtain **your** data from **1st Central** when **you** purchase this **RAC Breakdown Cover** and/or if **you** report a new **claim** to **1st Central** in relation to this **RAC Breakdown Cover**.

How we use your data

We will use **your** data for the administration of **your RAC Breakdown Cover** such as when **you** require assistance. **We** also monitor and record any communications with **you** including telephone conversations and emails for quality and compliance reasons.

We may disclose **your** personal data to third parties involved in providing products and services or to service providers who perform services on **our** behalf.

Your rights

You have a number of rights relating to **your** personal data. For information about **your** rights **you** can visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy, contact **our** Data Protection Officer or contact **our** Customer Service Team by:

1. **Telephone**: 0330 159 0337
2. **Email**: membershipcustomercare@rac.co.uk
3. **Post**: RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN

Section 10 – General exceptions

These exceptions apply to all Sections of the policy except Section 8 (Key Assist).

10.1 Who uses your car

The **insurer** will not cover any injury, loss, damage or liability caused or arising while **your car** is:

- being driven by a person who is not shown on the **Certificate of Motor Insurance** as entitled to drive;
- being used for a purpose not expressly permitted by the **Certificate of Motor Insurance**;
- being used for a purpose expressly excluded by the **Certificate of Motor Insurance**;
- being driven by a person who does not hold a valid driving licence or is not driving in line with the conditions of the licence or is disqualified from driving.
- being rented out, including as part of any peer to peer hire scheme.
- being used if **you** have opted to not have **your cars ADAS** recalibrated when it has previously been required or recommended.

This exception does not apply to Section 2 or 3 of the policy if your car is:

- with a member of the motor trade for repair or maintenance;
- stolen or taken without **your** permission; or
- being parked by an employee of a hotel, restaurant or car-parking service.

10.2 Contracts

The **insurer** will not cover any claim resulting from an agreement or contract unless the claim would have been covered if the agreement or contract did not exist.

10.3 Radioactivity or ionising radiation

The **insurer** will not cover any loss, damage, injury or legal liability caused directly or indirectly by:

- radioactive, toxic, explosive or other dangerous properties of any nuclear material or equipment or any part of it; or
- ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel.

10.4 War

The **insurer** will not cover any accident, injury, loss, damage or liability caused as a result of war, revolution or any similar event, terrorism (as defined in the Terrorism Act 2000), or confiscation or public-authority action.

10.5 Riot

The **insurer** will not cover any accident, injury, loss, damage or liability caused by riot or civil commotion outside **Territorial limits** of this **policy**.

10.6 Earthquake

The **insurer** will not cover any accident, injury, loss, damage or liability caused by earthquake or the results of earthquake.

10.7 Pollution

The **insurer** will not cover any accident, injury, loss, damage or liability caused by pollution or contamination unless caused by a sudden, identifiable event which was unexpected and not deliberate and happened at a specific time and place.

10.8 Pressure waves

The **insurer** will not cover any loss or damage caused by pressure waves from aircraft or other flying objects.

10.9 Use on airfields

The **insurer** will not cover any accident, injury, loss, damage or liability when **your car** is in an area or airport premises where aircraft are usually to be found taking off, landing, maneuvering or parked or to which the public does not have free access for vehicles.

10.10 Racing, track days and off-road events

The **insurer** will not cover any accident, injury, loss, damage or liability caused by or arising out of the use of **your car** for racing formally or informally against any other motorist or road user on a public road or highway, or at any event during which it may be driven on a motor racing track, airfield, Nürburgring Nordschleife or any other off-road area or for racing, pace making, rallying, track days, trials, speed tests, or driving competitively, irrespective of whether this takes place on a public road or highway, or any circuit or track, formed or otherwise. This exception applies regardless of any statutory authorisation of any such event.

10.11 Dangerous locations

The **insurer** will not cover any accident, injury, loss, damage, liability caused or arising at any of the following.

- Ministry of Defence premises or military bases other than areas specifically restricted to access or parking by the general public.
- Power stations or nuclear installations or establishments.
- Refineries, bulk-storage or production premises in the oil, gas or chemical, explosive, ammunition or pyrotechnic industries.

10.12 Dangerous goods

The **insurer** will not cover any accident, injury, loss, damage or liability caused by or arising out of carrying dangerous goods. These are goods or substances referred to in the European Agreement to do with the International Carriage of Dangerous Goods by Road (ADR), for example explosive substances, gases, solids or liquids which catch fire easily, self-reactive substances and solid desensitized explosives, substances which give off gases that can catch fire when in contact with water, substances which can catch fire when in contact with water, organic peroxides, oxidizing, toxic or infectious substances, radioactive material and corrosive substances.

10.13 Seized, clamped or recovered vehicles

The **insurer** will not cover any loss or damage due to any government, public or local authority legally taking, keeping or destroying **your car**.

10.14 Criminal and Deliberate Use

The **insurer** will not cover any accident, injury, loss, damage or liability caused by or arising out of the use of **your car** (or any other car you are covered to drive under this policy) for criminal purposes (including avoiding lawful apprehension) or deliberate use to cause injury to any person or put any person in fear of injury or to cause damage to other vehicles or property.

10.15 Drink and Drugs

If an accident happens while you or anyone named in the **Certificate of Motor Insurance** is driving while unfit through drink or drugs (whether prescribed or otherwise), is convicted of driving whilst over the legal limit for alcohol or drugs, or fails to provide a sample of breath, blood or urine when required to do so without lawful reason, then the **insurer** will not provide any cover under this **policy**.

10.16 Mobile Phone

If an accident happens while you or anyone named in the **Certificate of Motor Insurance** is driving and is charged or is convicted of using a mobile phone whilst driving, then the **insurer** will not provide any cover under this **policy.**

10.16 Cyber attack or events

We shall not be liable for any death, bodily injury, loss or damage as a result of interference, malfunction, failure or loss of **Data,** (whether deliberate, unauthorised, criminal or a series of related acts), of the vehicle electronics or **Computer Systems** of artificial intelligence systems caused by or resulting from a **Cyber Act or Cyber Loss.**

Section 11 – General conditions

11.1 Your duty

The **insurer** will only provide **you** with the cover set out in this **policy** if:

- **you** and anyone else claiming cover under this **policy** has kept to all the **terms** and conditions of the **policy;** and
- the information **you** gave on **your Statement of Fact** or claims report is true and complete.

If the **insurer** discovers that **you** or someone acting for **you** had knowingly provided false information, the **insurer** will make the **policy** void and treat it as though it had never existed and not refund any premium or pay **your** claim. If **you** were not aware that the information **you** had provided was false, depending on the nature of the information, **your insurer** may cancel **your policy** or **you** may be asked to pay an extra premium. **You** may also be charge a cancellation or amendment fee under the **Intermediary Contract**.

You must co-operate with **your insurer**, respond to reasonable requests for information or documents, and where necessary be available to speak to **your insurer** or anyone acting on behalf of the **insurer**. This includes if **you** are using someone else to represent **your** interests, whether or not a claim has been made on the **policy**.

If **you** do not comply with those requirements, the **insurer** may cancel **your policy** and **your** claim may not be paid.

11.2 Providing all information

Your premium is based on the information **you** supplied when **you** started, amended or renewed **your** insurance. If **you** have failed to give complete and accurate information, this could lead to **your** claim being denied, **you** having to pay any costs or the insurance not being valid.

You must also tell **us** immediately about any changes to the information **you** provided when **you** started, amended or renewed **your** insurance. Some examples of the changes **you** should tell **us** about are set out on page 12 of this **policy**.

11.3 Reporting loss or damage

If **you** or **your car** is involved in any type of accident or loss, **you** must tell the **insurer** within 48 hours of discovering the loss by reporting your claim online in Your Account or by phoning the 24-hour helpline on **0333 043 2011**. **You** must do this whether or not **you** are at fault and even if **you** do not plan to claim. (If **you** want to claim for glass damage to **your car** only, **you** must call the 24-hour windscreen helpline on **0333 043 2012** within 48 hours of discovering the damage.)

You must:

- provide all the information about the accident, loss or claim that the **insurer** needs;
- tell the **insurer** at once if **you** receive any notice of prosecution, inquest or fatal enquiry; and
- send the **insurer** any writ, summons or letters received in connection with any claim, accident or loss as soon as **you** receive them.

If **you** fail to report any accident or loss within 48 hours of discovering it, whether **you** were at fault and whether or not **you** plan to claim, the **insurer** may refuse to provide cover.

You must not:

- admit that the accident was **your** fault; or
- attempt to settle the claim unless the **insurer** has given **you** permission in writing.

Your insurer is entitled to:

- defend or settle any claim on **your** behalf;
- take legal action over any claim in **your** name or the name of any person insured on the **policy** for **their** own benefit;
- admit negligence for any accident or claim on **your** behalf;
- share information with others involved with the accident or claim; and
- take from the claim settlement amount any amount **you** owe under the related credit agreement (if this applies).

11.4 Taking care of your car

You or any other person covered by this insurance must:

- protect **your car** from loss or damage;
- make sure **your car** is legally roadworthy;
- allow **your insurer** or any representative acting on behalf of the **insurer** to inspect **your car** at any reasonable time if **you** are asked; and
- make sure whenever **your car** is unattended that it is secured, locked and the keys (or keyless entry system) are removed. Also make sure that any immobiliser or alarm system is turned on.
- make sure any Advanced Driver Assistance Systems (ADAS) fitted by the vehicle manufacturer to **your car** are calibrated and updated to the manufacturer's standard.
- make sure that **you** follow the manufacturer's instructions and load any software and/or safety related updates, this includes any over the air updates that the manufacturer may supply to **you** as owner of the **car**.

You should take as many precautions as **you** can to protect **your car.**

If an accident happens and the condition of the vehicle caused or contributed to the accident, the **insurer** will not provide any cover under this **policy**.

11.5 Car Tax, MOT and Registration

Your car must be taxed where applicable and registered in the UK with the DVLA or DVLNI and is covered by a valid Department of Transport test certificate (MOT) if one is needed by law.

11.6 Car sharing

The **insurer** will not cover **you** for any accident, injury, loss, damage or liability while **your car** is being used to carry passengers for hire or reward. However, **you** may accept money for fuel if **you** carry passengers for social or similar purposes as part of a car-sharing arrangement as long as:

- **your car** is not made or adapted to carry more than eight passengers;
- **you** are not carrying the passengers as customers of a passenger-carrying business; and
- **you** do not make a profit from carrying the passengers.

11.7 Cancelling your policy

If you cancel your **Insurance Contract,** any additional operative section of the policy as detailed within **your schedule** of insurance will also be cancelled automatically at the same time. If **your policy** is cancelled, **the** insurer will return any premium, including the deposit, paid for this **policy** less**:**

- a charge for the number of days the **insurer** has provided cover for;
- any fees applicable under the **Intermediary Contract;**
- any credit finance charges due under a **credit agreement**;
- any amount **you** may owe **1st Central** or the **insurer** under any other contract.

If any of the following apply, **you** may not receive any refund and **you** may still have to pay the balance of the full yearly premium and the balance due under your **credit agreement**. This applies in all circumstances no matter what payment method **you** use.

- **You** have made a claim in the **policy** year or a claim has been made against **your policy.**
- **You** have been involved in an incident which might give rise to a claim under the **policy.**
- The instalment payments are not up to date under a **credit agreement**. **You** may be charged a proportionate amount to bring **your** payments up to date, together with any relevant fee.
- Fraud, deception or not providing information as referred to in 11.2 above and 11.11 below.

Where a policy is cancelled for whatever reason, the instalments that have been paid may not be sufficient to pay for the cover received. In this case, the amount owed for the cover received will need to be paid after cancellation plus any interest and fees that apply, see the credit agreement.

Please note

- If **you** have bought any extra cover to run with **your policy, you** should see the **policy** wording for any refund due when **you** cancel.
- Any refund or payment due to **you** will be credited to the last card used or may be paid towards another card if **you** ask and the **insurer** agree.
- Cancelling any Direct Debit Instruction with **your** bank does not cancel **your policy,** unless it is **your** first payment due for **your** renewal. **You** must tell **us you want to cancel**.

Under the Road Traffic Act, it is an offence:

- to drive or allow others to drive **your** vehicle if **you** do not have valid insurance, or
- to own a vehicle (unless a **SORN** has been provided to the DVLA) if **you** do not have valid insurance.
-

11.7a If you cancel your policy

You have the right to cancel **your policy** at any time through Your Account.

We will cancel the **policy** from the date **you** contact **us**, or from any later date **you** ask. **You** cannot cancel the **policy** from an earlier date.

11.7b If we cancel your policy

The **insurer** can authorise **us** at any time to cancel **your policy** by sending **you** seven days written notice to the last postal or e-mail address **we** have for **you** on **our** system. Examples of when **we** can do this include:-

- if **you** fail to keep up to date with the instalment payments due under your **credit agreement** if **you** make a change to **your policy** which would mean that the **insurer** is no longer able to insure **you**
- if **you** fail to respond to reasonable requests for information by **your insurer** or **us** or an agent acting on behalf of the **insurer**;
- if **you** fail to comply with the **policy** terms, exceptions and conditions including these General Conditions
- if **you** do not tell **us** information as outlined in section 11.2, or
- if **you** use threatening or abusive language or behaviour, or intimidate or bully our employees or your insurer's staff or suppliers
- if **you** fail to pay the premium

We may also cancel the **policy** for fraud or misrepresentation as set out in paragraph 11.11 of these General Conditions.

11.8 Total loss

If **your car** is considered a **total loss**, it will become the **insurer's** property. Any **unpaid premium** owed may be taken from the settlement amount paid to **you.** If **you** are paying **your policy** by instalments under a **credit agreement** with **us** and **your insurer** settles a **total loss** claim, **your credit agreement** with **us** may entitle **us** to take the outstanding amount due for your **credit agreement** out of the claims settlement.

The **insurer** may give **you** the option to insure another vehicle under **your** existing **policy**. Any change to **your policy** is subject to the **insurer's** agreement and may not be acceptable. There may be an extra premium to pay. If the **insurer** cannot agree with **you** terms for another vehicle, or **you** do not want to insure another

vehicle, all cover under the **policy** will end as soon as the car is declared a **total loss**. Any **unpaid premium** owed may be taken from the settlement amount paid to **you**.

If **your car** is under a hire-purchase or leasing agreement, the **insurer** will pay the agreed settlement sum direct to the hire-purchase or leasing company to clear all or part of the amount owing. The balance, if any, will be paid to **you**.

11.9 If you do not pay the premium

If **you** have not paid **your** entire premium, the **insurer** may take off any **unpaid premiums** from any claim settlement **they** pay **you**. If **you** are paying by instalments under a **credit agreement** and do not keep up to date with **your** payments, **they** may not pay **your** claim and may cancel **your policy**.

If there is a change to the **policy**, **you** miss an instalment due under a **credit agreement**, owe anything after cancelling the **policy**, or **you** have to pay any fees or charges, **you** will allow for (or have the authority of the cardholder to give **us**) continuous authority to charge the card originally used, or the last card for which **is** held on record to process any related payments. If **you** are paying by instalments, **you** grant **us** the right to change **your** remaining payment plan to reflect any changes. If **you** have no remaining premium, **you** grant the right to charge the card originally used, or the last card for which is held on record, to process any fees or charges applied.

You are responsible for keeping up the payments, and if **you** fail to do so, **your policy** may be at risk. If **the insurer** needs to appoint a debt-recovery agent to collect any outstanding premiums, or amounts due under a **credit agreement**, or **we** need to appoint a debt-recovery agent to collect any fees or charges, **you** will be legally responsible for paying all collection fees and commission.

11.10 Suspending your policy

You cannot suspend this insurance.

11.11 Fraud

If **you** or anyone acting for **you** deliberately or recklessly misrepresents information or fails to reveal facts asked by or on behalf of the **insurer** when taking out the **policy**, making changes to it, or at renewal and this affects the **terms** and conditions or the decision to offer cover, **your policy** and any other policies **you** have will be cancelled or voided immediately without further notice. The **insurer** may recover any costs **they** have incurred including claims costs, and will not return any premium **you** have already paid.

If **you** or anyone acting for **you** carelessly misrepresents or fails to reveal facts asked by or on behalf of the **insurer** at the time when taking out the **policy,** making changes to it, or at renewal and this affects the **terms** and conditions or the decision to offer cover this may result in an extra premium being charged or **your policy** being cancelled. The **insurer** may recover any costs **they** have incurred including claims costs.

If the **insurer**, acting reasonably and in accordance with standard industry practice, suspects that information or facts shared by **you** or anyone acting for **you** at the time when taking out the policy, making changes to it, or at renewal are inaccurate, false or misrepresented in any way and this affects the terms and conditions or the decision to offer cover, **your policy** and any other policies **you** have may be cancelled or voided immediately without any further notice. The **insurer** may recover costs **they** have incurred including claim costs, and may not return any premium **you** have already paid.

The **insurer** will not pay a claim which is in any way fraudulent, false or exaggerated or if **you** or anyone acting for **you** makes a claim which is false or fraudulent. In these circumstances the **insurer** may cancel or void **your policy** immediately without further notice, and any other policies that **you** may have with **us** will be treated in the same way. The **insurer** may recover any costs **they** have incurred including claims costs, and will not return any premium **you** have already paid.

If **you** or anyone acting for **you** buys a **policy** with the **insurer** using an unauthorised intermediary or insurance broker, **your policy** will be cancelled or voided immediately without further notice. We may recover any costs we have incurred including claims costs, and will not return any premium **you** have already paid.

11.12 Insurers' right of recovery

If **they** need to pay a claim under the law of any country in which this **policy** operates (including settling a claim on a reasonable basis if the **insurer** believes **they** will have legal responsibility for it), which **they** would not otherwise be legally responsible to pay had the law not existed, the **insurer** can recover those payments (including the legal costs of reasonably defending the claim) from **you**. This will apply if **you** or any other insured person or any person using the vehicle with **your** permission:

- caused the loss directly or indirectly;
- caused, or allowed, the vehicle to be driven by an uninsured driver; or
- through an act or failure to act, caused this insurance to be invalid.

11.13 Other insurance

The **insurer** will not pay any claim if the loss, damage or liability is covered wholly or in part by another insurance policy.

This condition does not apply to Section 7.1 – Personal Accident.

11.14 Residency

To qualify for cover under this **policy you** and any drivers named on the **Certificate of Motor Insurance** must have permanently lived in the UK for at least three years.

11.15 Volunteering Use

Social domestic and pleasure use includes use of **your car** for voluntary purposes. No payment or income should be received other than reasonable expenses to cover running cost such as fuel.

11.16 Motor trade

This policy is not used to facilitate the purchase, sale, rental or recovery of any car:

- for profit or
- in connection with trade or business

Failure to comply with the above could result in any claim being refused and/or your policy being cancelled.

Extra conditions – endorsements

These will apply if they are shown on your Schedule

Endorsement 1 – Vehicle

You are responsible for the first amount of each claim under section 1 Accidental damage and section 2 **Fire** and **theft** in relation to loss of or damage to **your car**. This amount is increased from the standard **excess** listed on **your Schedule** by one of the amounts below. The additional **excess** is shown by having Endorsement 1 printed on the **Schedule**. This **excess** will apply as well as any standard **excess** (or **excesses**) which applies to the **policy** section under which the claim is being made.

A **£50** additional accidental damage **fire** and **theft excess**
C **£100** additional accidental damage **fire** and **theft excess**
E **£150** additional accidental damage **fire** and **theft excess**
G **£200** additional accidental damage **fire** and **theft excess**
O **£400** additional accidental damage **fire** and **theft excess**

Endorsement 2 – Keeping in a garage

If **you** do not keep **your car** in a locked private garage between 10pm and 6am when **your car** is parked at or near **your** home, **you** will be responsible for an extra £250 of each claim under Section 2 **Fire** and **theft** in relation to loss or damage to **your car** arising from **theft** or attempted **theft**. This amount applies as well as any other **excess (or excesses)** shown on the **Schedule**.

Endorsement 3 – Security

The **insurer** will only be legally responsible for claims arising under section 2 **Fire** and **theft** when a Thatcham category 1 or 2 immobilising device or tracker device has been fitted to **your car** in line with the manufacturer's instructions and is operating at all times **your car** is left unattended.

The **insurer** will need proof the device is fitted to **your car** before **your insurer** will consider any claim under section 2 **Fire** and **theft**.

1st Central Intermediary Contract

Your Intermediary Contract

This is your **Intermediary Contract** with **1st Central** which is the trading name of First Central Insurance Management Limited.

The **Intermediary Contract** is a legally binding contract. It contains the terms and conditions of the intermediary service, what **1st Central** will do for **you**, and any fees which apply. This information is also set out in the About Our Insurance Services document.

1st Central acts as an intermediary for **you** when instructed by **you**, by arranging **your** motor insurance and any ancillary benefits on **your** behalf from its panel of insurers. When **you** purchase **your** insurance product through **1st Central you** enter into an intermediary contract with us as well as entering a separate contract with the insurer.

Under this contact, **1st Central** sets up **your Insurance** with the **insurer** and provides **you** administrative services relating to **your Insurance Contract**; such as making changes to **your** information at **your** request.

Any administrative fees payable under this contract, such as set up or cancellation fees, are payable to **1st Central.**

This contract is based on the information **you** provided when **you** applied for this insurance. **If you believe any of the information you supplied is incorrect, please go to Your Account and make any suitable changes to bring your policy up to date.**

The Intermediary Service

You will not receive advice or a recommendation from **1st Central** for car insurance and optional extras. Some questions may be asked to narrow down the selection of products. **You** will then need to make **your** own choice about whether to go ahead.

1st Central will provide intermediary services to **you** under this **Intermediary Contract**. The intermediary service includes arranging **your** insurance cover on **your** behalf. **We** will also help **you** with any changes **you** have to make to **your** information as required, or changes to the level of cover **you** wish to have with the **insurers**. With regards to the level of cover, **we** will arrange for optional additional cover. **We** may arrange for additional cover if **you** require an extension beyond the geographical limits of **your policy**. **We** will arrange for cancellation of **your policy** at **your** request or communicate to **you** when **your insurer** wishes to cancel **your policy** or has cancelled **your policy**.

We will arrange for renewal of **your policy**. **We** will contact **you** before **your** renewal date to give **you** information about it so that **you** can make an informed decision about **your policy** and let **us** know if **you** do not want to renew. **We** will communicate with **you** when **your policy** is due to be automatically renewed, or communicate with **you** should the **insurer** have decided not to renew **your policy**. Whether or not **you** receive a renewal reminder, it is still **your** responsibility to make sure **your** insurance is valid and in force. **We** may provide other intermediary services as requested by **you** or the **insurers**.

Only in limited circumstances will **you** be written to by post. Because of this, **you** must provide a valid email

address.

Fees
The table below is here to help you understand what fees **1st Central** charge if you take out a product from **1st Central**, and when they are charged them. These fees are payable to **1st Central** and not to the **insurer** (although in certain limited circumstances the fees may be passed on to the **insurer** where the **insurer** is First Central Underwriting Limited). **1st Central** may also receive commission from the insurer for selling their insurance to you. **1st Central** shall retain any such payment received.

Non-refundable arrangement fees	
For setting up your policy	£50
To renew your policy	£50
Cancellation fees	
Cancelling your policy before it starts, or within 14 days of its start date	£0
After 14 days of the policy start date	£50
If we have to cancel your policy – see 'Cancelling this policy' for more information	£75
Fees for making a change	
If we have to make a change because you gave us incorrect information	£50
If you make a change online through Your Account	£0
Payment fees	
Missed instalment payments	£15

General
All the information that **you** provide must be true and complete.

The **Intermediary Contract** is a yearly contract, which will automatically renew at the end of each year.

Nothing in this contract will create any rights to anyone else under the Contracts (Rights of Third Parties) Act 1999 and no change to this contract, nor any extra agreement, will create these rights unless stated in this contract. This does not affect any right or remedy of someone else that they may have aside from this act.

Cancellation
If you cancel the **Intermediary Contract, your Insurance Contract** and all other operative sections of the policy as detailed within **your schedule of insurance** will also be cancelled automatically at the same time. However, the **Intermediary Contract** may continue to run after the termination of **Insurance Contract** until it is expired or cancelled.

You have a 14-day period to change your mind which runs from the **start of your policy.** If **you** choose to cancel the policy within the 14 days, **you** will not receive a refund of the arrangement fee due under the **Intermediary Contract**, however there will be no cancellation fee charged.

If **you** fail to keep any conditions or **you** fail to pay any instalments when due, this contract may be cancelled.

Complaints
If **you** want to make a complaint, **you** can contact us:

by email	Customer.Relations@1stcentral.co.uk
in writing	First Central Insurance Management Limited, Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex, RH16 3SY
by phone	0333 043 2077

If **we** cannot settle **your** complaint, **you** may be able to refer it to the Financial Ombudsman Service.

This contract is signed and issued as evidence that **1st Central** has entered into the **1st Central Intermediary Contract** with **you**.

Ben Tomasetti, Managing Director

First Central Insurance Management Limited. ("1st Central"), Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex, RH16 3SY. Registered in England and Wales (number: 6489797). Authorised and regulated by the Financial Conduct Authority (firm reference number: 483296).

The **Intermediary Contract** is governed by English Law unless **you** have agreed otherwise. The contract is written in English and any associated communications will be in English.

Complaints procedure

We and the **insurer** are committed to providing **you** with the best possible service. However, there may be times when **your** expectations have not been met. Please let **us** or the **insurer** know immediately if **you** are unhappy with the service **you** have received and we will always do our best to sort out any complaint fairly.

If **you** have a complaint, please contact:

Head of Complaints Management
First Central Insurance Management Limited
Capital House
1-5 Perrymount Road
Haywards Heath
West Sussex
RH16 3SY

Phone: **0333 043 2077**

Email: Customer.Relations@1stcentral.co.uk

What if you are still not satisfied?

If **you** have been given a final response and **you** are still unhappy, or more than eight weeks have passed since **your** original complaint was received, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). Their details are as follows.

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Phone: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You must contact the Financial Ombudsman Service within six months of the final response to **your** complaint. **You** will be reminded of this time limit in the final response.

Your rights as a customer to take legal action will not be affected if **you** use this complaints procedure. However, the Financial Ombudsman Service will not decide on any cases where legal action has begun.

Looking after your personal information

When **you** take out a **policy** through **1st Central**, it is necessary to record and store personal information about **you** but this information will always be kept secure and it won't be shared without a good reason.

This statement, and the way **your** personal information is handled, may change from time to time. **You** will be written to if the change is something **you** might not expect. If **we** or the **insurer** don't hear back from **you** within 60 days, **you're** agreeing to the change.

If **you're** opted in to marketing and would like to opt out, **you** can manage **your** preferences here, by email at marketing@1stcentral.co.uk.

To request a copy of the information held about **you** or to find out more email the Data Protection Officer at DPO@1stcentral.co.uk. Please include **your** name, address, and policy number.

If **you'd** like to read the full privacy notice please visit this website.

Regulatory information

Who are First Central Insurance Management (FCIM)?

FCIM is the intermediary offering products and services from various **insurers** to meet **your** needs. **FCIM** is registered in England and Wales, Company number 6489797, with registered office Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex, RH16 3SY. FCIM is authorised and regulated by the Financial Conduct Authority (firm reference number: 483296). **You** can ask **us** about the extent of **our** regulation by the Financial Conduct Authority.

You can also ask for regulatory information relating to **your insurer**, by writing to the Head of Compliance at the above address.

Regulatory information is available on the relevant regulatory registers at:

Financial Conduct Authority http://www.fca.org.uk/register or by contacting the FCA on 0845 606 1234

Who we are owned by

First Central Insurance Management Limited and First Central Underwriting Limited are wholly owned subsidiaries of First Central Group Ltd which is registered in Guernsey, company number 48743.

The Financial Services Compensation Scheme

While **we** are not covered by the FSCS, all the **insurers** whose products **we** offer are covered by the FSCS. **You** may be entitled to compensation from the scheme if these **insurers** cannot pay what **they** owe. Insurance business is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance for example, third party motor insurance, cover is for 100% of the claim without any upper limit. **You** can get more information about compensation scheme arrangements from the FSCS. Visit http://www.fscs.org.uk.

Important contacts

Changes to **your policy**
You can make changes and manage your policy on our website - https://www.1stcentralinsurance.com

Had an accident
0333 043 2011

Had an accident and calling from abroad
+44 (0) 333 043 2011

Renewals
0333 043 2055

Windscreen helpline
0333 043 2012

Key Assist
0333 241 3390

Breakdown
0330 159 8714

Legal Expenses
0333 043 2011

Or, **you** can visit **our** website for more information at:
www.1stcentralinsurance.com

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