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Car Insurance 2025
EXPERT RATED

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, call **0333 043 2011**.

Kind regards,

Zuzana Clark, Chief Customer Officer

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,** apart from Section 9 - Legal Expenses where separate definitions apply**.**

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.

Automated vehicle
A vehicle designated as being lawfully able to drive itself autonomously on roads or other public places, including those vehicles published by the Secretary of State under the Automated and Electric Vehicles Act 2018.

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.

Commercial travelling
Using the vehicle for work purposes beyond standard business use, such as door-to-door sales, community healthcare visits and carriage of product samples.

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.**

Electric car
A **private motor car** that is only capable of being propelled by electrical power derived from a storage battery.

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.

Hire and reward
Using the vehicle for the transportation of people or goods in exchange for payment, such as private hire, delivery services and transporting merchandise.

Hybrid car
A **private motor car** that uses either a petrol or diesel engine and an electric motor.

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 80 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**.

Modifications
Any changes to **your car** using parts or products that are not from the manufacturer's original specification. This includes any changes to the appearance, performance or handling of **your car**.

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. 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**.

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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, call **0333 043 2011**.

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
- 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. • Loss if ignition keys are left in or on the car while unattended or the car is not secured. • New car replacement will only be if the car is not leased or on contract hire.

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.	• Loss or damage caused by a member of the family or household of a permitted driver taking the car without **your** permission. • New car replacement depends on a suitable replacement car being available in the UK. • The excess shown on **your** Schedule. • 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.
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. • Any hood if **your** car is a cabriolet or convertible. • Any amount over £150 unless the insurers' approved glass supplier is used. • The excess shown on **your** Schedule if **your** windscreen needs repairing or replacing. • Claims for multiple breakages of glass will be limited to one piece of glass only under this section of cover.

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.
		• 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.

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.
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 0333 043 20685 if **you** would like to upgrade from minimum cover. • 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.
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 £200 cover for loss or damage caused by accident, fire or theft. • Courtesy car – if **your** vehicle is being repaired by one of the insurers' approved repairers. • Hotel expenses - Up to £200 for any necessary overnight accommodation if **you**	• Personal accident – cover not provided if **you** are over the age of 88 at the time of the accident. • Personal belongings and hotel expenses – cover is provided only if there is no cover in force under any other policy. • Courtesy car – this is not guaranteed to be the same size or model as **your** own car and depends on what is available.

	cannot continue **your** journey after an accident or loss.	
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 £50 per day up to a maximum of 3 days for car hire or towards travel expenses • Up to £300 for onward transportation costs where **you** are stranded due to the insured keys being lost, stolen or accidentally damaged.	• Any amount over the cover limit in the same period of insurance. • An **insured event** not reported within 30 days. • Vehicle hire charges if the hired vehicle has an engine size over 1600cc and charges over £50 per day. • Any claim made within the first 48 hours of the start of the policy. • Keys which have been lost or stolen for a period of less than 48 hours. • Claims where you have failed to take precautions to protect **your** keys from loss, theft or damage.

Section 9 – Legal Expenses and Breakdown Cover
 	
Legal Expenses
	Legal Expenses insurance covers legal costs to recover losses not covered by **your** motor insurance, and to pursue compensation for personal injury following a road traffic accident that wasn't **your** fault. Cover is also provided for legal costs to defend prosecutions arising from a motoring offence, vehicle cloning and motor insurance database disputes.
	
	The limit of cover (including opponent's **costs**) is £100,000 per claim.
	
	The legal **costs** and expenses for the following are covered:
	• Pursuit of compensation for personal injury if **you** and **your** passengers are involved in a road accident that wasn't **your** fault.
	
	• Recovery of losses for **you** and **your** passengers that aren't covered by **your** motor insurance policy, including:
	  ○ Policy excess
	  ○ Personal possessions
	  ○ Out of pocket expenses
	
	• Defence **costs** if **you** are prosecuted over a driving offence.
	
	• **We** will pay the **costs** of **you** defending civil or criminal proceedings brought against you arising from the illegal use of the **insured vehicle's** identity by another person or organisation without **your** knowledge or consent.
	
	• **We** will pay the **costs** in defending **your** legal rights where the **insured vehicle** is seized by the police, local authority or government agency, due to incorrect information being stored on the **Motor Insurance Database** which is as a result of
		This policy will not cover:
		• An accident that was **your** fault.
		• If the incident occurred before the start of the policy.
		• Any expenses incurred before **your** claim is accepted.
		• Any claim arising out of a contract **you** have with another person or organisation, such as a credit hire agreement.
		• Fines for motoring or criminal offences and parking offences for which **you** don't get points on **your** licence.
		• Criminal offences where **you** are alleged to be under the influence of drink or drugs or which allege dishonesty or intentional violence.
		• Where the identity of the **insured vehicle** has been copied by somebody living with **you** or has lived with **you**.
		• Any losses other than legal costs incurred by **you** as a result of the identity of the **Insured Vehicle** being copied without **your** permission.
		• Claims caused by **you** failing to provide or update **your** motor insurer, broker or insurance agent with accurate information, for example providing the incorrect **insured vehicle** registration number;
		• Any claim against the insurance company, broker or insurance agent that arranged **your** motor insurance policy.
		• Any losses other than legal costs incurred by **you** as a result of the identity of the **insured vehicle** being copied without **your** permission.
		
		The most **we** will pay is £100,000 for all claims arising:
		• Out of the same accident involving **your insured vehicle**
		• From the same criminal proceedings
		
		What is not covered:

	your motor insurer, broker or insurance agent failing to correctly report your insurance cover to the **Motor Insurance Database.** • The most **we** will pay for all claims arising from the same criminal proceedings is £100,000	• The cost of any parts. • Any breakdown within a quarter of a mile of **your** home. • 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. • A tow of more than 10 miles will not be provided.
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.	• No cover for breakdown within a quarter of a mile of **your** home. • Recovery to more than one destination will not be provided. • 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.
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. • 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.	What is not covered: • Fuel and oil **costs**, personal insurance or any other extra **costs**. • The excess payable under any insurance for the replacement car. • Any **costs** that would have otherwise been incurred on the journey. Any additional accommodation **costs** if the driver has alternative accommodation available for use (including a caravan)
RAC Breakdown Cover - Recovery **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: • The cost of repatriation if **we** determine that the vehicle is beyond economical repair. • Any **costs** not authorised by **us** or any **costs** while **we** are awaiting a decision from **your** motor insurer. • Any **costs** for repatriation of the vehicle that are over the market value of the vehicle. **You** will have to pay these **costs**.
RAC Breakdown Cover -European Motoring Assistance **Optional**	• 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** vehicle once it has been repaired. **We** will	

✓ Comp ✓ TPFT	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. • All excesses as shown in **your** Schedule. • Track days and off-road events. • Seized, clamped or recovered vehicles where legally taken by a government, public or local authorities.	
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. • 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**. • 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.	

Our Comprehensive policies are 5 star rated defaqto and Third Party Fire and Theft policies are rated 3 star.

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 Collinson Insurance, the Legal Expenses benefits are provided by Carpenters 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 call the Customer Services team immediately on 0333 043 2085. You can also call this number if you have any questions about your policy.**

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.

Zuzana Clark, Chief Customer Officer

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

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 or by going online to Your Account. **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. Using 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.

If **your car** is undriveable and not in a safe location immediately following an incident, the **insurer** will arrange for **you** and any passengers in **your car** to be taken to a safe location, such as a rail station or service station, to continue **your** journey.

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**). If **you** would like someone else to deal with **your policy** on **your** behalf on a regular basis, please contact **0333 043 2085**.

In some exceptional cases other people, such as a parent or sibling, who call on **your** behalf can deal with **your policy**, with **your** permission. If at any time **you** would prefer that it is only **you** who is dealt with, please contact **0333 043 2085.**

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 Key Assist claims helpline 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
Online claims form: key.1stcentral.coplus.co.uk

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, proof of **your** no-claims discount and other

supporting documents. 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, please contact **us** on **0333 043 2085.**

Increasing your policy cover

0333 043 2085

We offer a range of options which allow **you** to extend **your** cover. Please contact **us** if **you** would like details

of the cover available.

Keeping your policy up to date

0333 043 2085

Changes which may affect your cover

Failure to keep **your** information up to date may result in **your insurer** rejecting **your** claim or **your** claim not being paid in full.

As some changes will affect **your** cover, **you** need to tell **us** as soon as possible if there are any changes to the details **you** have previously declared to **us**, as shown on **your Statement of Fact**. These changes will need to be agreed by **us** before **your** car is driven again. 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;
- any **modification** to **your car**, this includes any changes to **your car** made by any previous owner;
- 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 **you** don't tell **us** about any changes, **your insurer** may reject **your** claim. If the change requested means **your insurer** can no longer offer **you** insurance, **your policy** will be cancelled as set out in paragraph 10.7b of the General Conditions.

It is **your** responsibility to establish and confirm to **us** the correct information. If the **insurer** accepts a change to **your policy**, **you** may have to pay an administration fee under the **Intermediary Contract** and an extra premium to the **insurer**. Or, **you** may be due a refund of **your** premium from the **insurer**. **You** can find details of fees in **Intermediary Contract** at page 80-82. 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.

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Section 1 – Accidental damage

✓ **What is covered**

If this section is included on **your Schedule**, the **insurer** will cover **you** under this section for accidental damage or **malicious damage** to **your car**, its accessories, battery, and spare parts while in or on **your car**. If **your car** is an **electric car**, the **insurer** will provide cover for its portable charging cables.

If **your car's 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 sound 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, battery, and spare parts while in or on **your car** caused by **fire**, lightning or explosion, **theft** or attempted **theft**. If **your car** is an **electric car**, the **insurer** will also provide cover for its portable charging cables.

If **your car's 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 sound and visual equipment which is permanently fitted to **your car**.

The **insurer** will cover loss or damage to **your 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.

Other than in **total loss** scenarios, **you** won't be offered cash in lieu of repairs, unless that is specifically agreed by **your insurer**, in which case **your insurer** will not pay any more than the cost shown in the manufacturer's latest price guide for any part, alongside reasonable fitting costs. 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 not 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 car still 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 sound or visual equipment if **your insurer** has paid **you** a cash amount to replace **your car**.
- Any payment over £1000 for loss or damage to sound or visual equipment.
- 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 sound 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.
- Medical expenses are not covered under this **policy** except as required by the Road Traffic Act, in which case the **insurer** will not pay more than the cover needed under the Road Traffic Act.
- Child car seats are not covered under this policy
- Any loss of or damage to property caused by any vehicle charging point
- Loss or damage to charging cables that are permanently fixed to any vehicle charging point or wallbox.
- Loss or damage to charging cables for **hybrid cars**
- Any loss of or damage to property caused by:
    I. any vehicle charging point or wallbox; or
    II. the charging cables that are permanently fixed to any vehicle charging point or wallbox

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 car's 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.

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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. This includes injury or death caused by **your** electric or plug-in hybrid car's charging cables when attached and in use, provided **you** have taken due care to prevent such an accident.

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).
- The car is not an **automated vehicle**.

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**

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.
- Loss or theft of, or damage to property owned or jointly owned by, or in the custody, care or control of, anyone insured under this section of the **policy**.
- 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.
- Any losses to your property as a result of a vehicle charging point or wallbox being hacked.
- Death, injury, loss, damage or liability caused by charging cables that are permanently fixed to any vehicle charging point or wallbox.
- Death, injury, loss, damage or liability caused by portable charging cables where due care hasn't been taken by the person using the cables.
- Death, injury, loss, damage or liability caused whilst the accessories or charging cables are not being used for their intended purpose or while they are being used for any vehicle other than **your car**.

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 **geographical limits** concerning the Key Assist, please refer to Section 8 – Key Assist.

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 call **us** if **you** think **you** may exceed this limit**.** Additional cover may be arranged with the **insurer** subject to the **insurer's** Underwriting criteria. A charge may be payable under the **Intermediary Service**, and 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 88 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 £200 for any one incident.

× **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 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 **you** can only drive this within the **territorial limits**. 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.

7.4 Hotel expenses

The **insurer** will pay hotel expenses up to £200 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 £200.

Section 8 – Key Assist

Key Assist is included to give **you** extra protection against expensive costs if **your** keys are lost, stolen or damaged by **accidental means**. 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 **insured keys** for the policyholder and any immediate member of their family residing at the same address, including named drivers for any motor key cover;
- When the policyholder is a company this includes current employees authorised to use the relevant **vehicle** or property.

What criteria apply?

- The incident must happen within the **territorial limits**;
- Stolen keys must be reported to the police and a valid crime reference number obtained.
- All claims must be reported within 30 days of the **insured event**;
- **Your** permanent main residence must be within Great Britain, Northern Ireland, Channel Islands or the Isle of Man;
- 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 are required by the provision of the Consumer Insurance (Disclosure and Representations) Act 2012 to take 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.

How to make a claim
In the event of a claim, please contact **us** as soon as reasonably possible and within 30 days from the date of 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 key.1stcentral.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 3390 qualityteam@coplus.co.uk

We will respond to **your** complaint within eight weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we**'ll explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you**'re still not happy or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

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

0800 023 4567 (free for people calling from a landline) or 0300 1239 123

complaint.info@financial-ombudsman.org.uk

Following this complaints procedure does not stop **you** from taking legal action.

Our regulator and insurer
This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Collinson Insurance. This Insurance is effected in England and is subject to the Laws of England and Wales.

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613. These details can be checked on the Financial Services Register by www.fca.org.uk.

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.

Collinson Insurance Privacy Notice

How we use the information about you
As 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
- 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

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, third party administrators, 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.

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.

Financial Services Compensation Scheme
The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 020 7741 4100.

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.

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 means
A sudden, unexpected and identifiable event which leads to the **insured keys** becoming damaged which is not otherwise specifically 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**, or broken in the lock or ignition 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
Collinson Insurance.

Level of Indemnity
£1,500 for keys lost, stolen or damaged by **accidental means.**
£100 for keys locked in **your** property 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 months, as stated on **your** policy schedule.

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
Great Britain, Northern Ireland, Channel Islands, the Isle of Man and the European Union.

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 ageing.

We/our/us
Motorplus Limited t/a Coplus acting on behalf of Collinson Insurance.

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**
- Cost for vehicle hire or reasonable travel expenses if **your vehicle** is unusable as a result of the **insured keys** being lost, stolen or damaged by **accidental means**:
    a) Up to £50 per day for a maximum of 3 days for a hire vehicle such as a Ford Focus 1.6 or a Peugeot 307 1.6 (ABI class S4) or;
    b) Up to £50 per day for a maximum of 3 days 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.**

Care, custody and control
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 **vehicles** and have been known to break into **homes** and offices just to steal **vehicle** keys. Never leave **vehicle** keys close to the front door where they can be seen.

g) 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.

× 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 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 of **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.
- Loss or damage arising as a consequence of:
  a) War, invasion, act of foreign enemies, **terrorism**, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
  b) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
  c) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 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 loss, injury, damage, or legal liability arising directly or indirectly from:

  a) The failure of any computer or other electrical component to correctly recognise any date as its true calendar date.
  b) Computer viruses.

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

In the event of a disagreement between **you** and **us**, **our** aim is to make things simple and fair. If the matter cannot be resolved via **our** complaints procedure then **you** can reach out to the Financial Ombudsman Service for assistance. For broader disputes, **we** can turn to arbitration. **We** can jointly pick an arbitrator – it could be a solicitor or barrister. **We** will agree on this together in writing. In case **we** can't reach an agreement the Chartered Institute of Arbitrators can step in to help **us** choose someone. The arbitrator's decision is final, and **we** both have to abide by the outcome. The Arbitrator will also determine who pays the costs of the arbitration process, 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.

3. Fraud
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,

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this 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.

Please read this policy carefully so that **you** understand the cover **we** are giving **you** and follow **our** rules. It's important that **you** keep this policy wording and **your** policy schedule in a safe place in case **you** need to look at them later.

4. 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**.

1stCentral.

Section 9 – Legal Expenses and RAC Breakdown Cover

Legal Expenses

Who does it cover?

- The policyholder;
- Any other person authorised to drive or be a passenger in the **insured vehicle** covered under the motor insurance policy.

What criteria apply?

- The policyholder must have valid motor insurance policy throughout the duration of the motor legal expenses insurance.
- The **insured vehicle** must be specified in the motor insurance policy and driven by a person entitled to do so.
- At all times during **your legal action reasonable prospects of success** must exist.
- No cover if **you** did not hold a valid driving licence or the **insured vehicle** didn't have a valid MOT certificate or road fund licence or comply with any laws relating to its ownership or use, at the time of the incident.

Introduction

This is **your** Motor Legal Expenses Insurance Policy, master policy number 36863

This policy wording forms **your** contract of insurance with **us.**

Please take time to read this policy to make sure that is meets **your** needs and that **you** understand the cover provided, what is not covered and the conditions. If there is anything **you** do not understand, please let 1st Central or **us** know.

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy. These words are highlighted in **bold** text throughout this policy.

This cover is only operative if **you** have paid or agreed to pay the premium. **We** will cover **you** in accordance with the terms and conditions of this policy for a claim following an event that takes place during the period of insurance and within the territorial limits.

The premium **you** have paid for this policy includes insurance premium tax.

Legal Helpline

How to get legal advice

Legal helpline

Your Motor Legal expense policy includes access to a legal helpline to give advice, 24 hours a day, 365 days a year, on any personal related legal matter. This service is provided on **our** behalf by Carpenters Group. The advice **you** get will always be according to the laws of Great Britain and Northern Ireland. **We** may record the calls for **your** and **our** mutual protection and **our** training purposes.

Legal helpline: 0800 817 4903
You will be asked for a brief summary of the problem and these details will passed on to an adviser who will return **your** call.

Legal Assistance Online

As part of **your** Motor Legal Expenses policy, **you** have unlimited access to **our** online interactive legal service, that can help **you** create a range of motoring documents including challenging a parking fine or speeding offence, dealing with substandard maintenance work and buying or selling a vehicle. **You** can also search **our** online law guide for information on a wide range of motoring issues.

If **you** require guidance with the website, please call 0345 644 8966.

To access Legal Assistance Online visit
lawclubonline.co.uk and register using the registration code alpwheels2526.

This service is provided by Epoq Legal Ltd of
2 Imperial Place, Maxwell Road, Borehamwood,
Herts WD6 1JN.

How to make a claim

Motor Prosecution Defence

If **you** need to make a claim for Motor Prosecution Defence (Section 1) call **0800 817 4903** and quote master policy number 36863. **You** will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call **you** back.

Uninsured Loss Recovery

If **you** need to make a claim for Uninsured Loss Recovery (Section 2), please contact **1st Central** on **0333 043 2011.**

Once **your** policy has been validated **1st Central** will appoint a **legal representative** that **we** have agreed to in **your** name and on **your** behalf.

Vehicle Cloning, Motor Insurance Database Disputes

If **you** need to make a claim for Vehicle Cloning (Section 3) and Motor Insurance Database Disputes (Section 4) call **0800 817 4903** and quote master policy number 36863 . **You** will be asked for a brief summary of the problem and these details will be passed onto an adviser who will call **you** back

Important information about making a claim

Appointing a solicitor

For all claims made under this legal expenses policy, **you** must not appoint a solicitor or any other person or organisation to deal with **your** claim. **We** will appoint a **legal representative** in **your** name and on **your** behalf.
If **you** have already seen a solicitor before **we** have accepted **your** claim in writing, **we** will not pay any fees or other expenses that **you** have incurred. **We** will only start to cover the **costs** from the time **we** have accepted **your** claim and appointed the **legal representative.**

Please see Condition f Freedom to choose the **legal representative** of the Policy Conditions on page 49 of this policy for an explanation of when **you** can choose the **legal representative.**

Reasonable prospects of Success

At all times during **your legal action, reasonable prospects of success** must exist in order for **us** to continue providing cover under this policy.

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

If **we** stop providing cover for **your** claim due to **reasonable prospects of success** no longer existing because **you** have not complied with Condition a3 or a4 of the Policy Conditions on page 48 of this policy, **we** will not pay any **costs** incurred during **your** claim.

If **we** stop providing cover for **your** claim due to **reasonable prospects of success** no longer existing for any other reason, **we** will pay **costs** incurred up to the date that **we** stop providing cover.

If **you** do not agree with the opinion of the **legal representative** appointed by **us** and **you** obtain an opinion, at your own cost, from another legally qualified adviser or expert appropriate to **your legal action** and they support **your** view, then **we** will offer a review of the case. The opinion of **your** chosen adviser or expert must be based on the same information that **you** provided to **us**.

We will appoint a barrister or other legally qualified adviser or expert appropriate to **your legal action** to conduct the review of the prospects of success and **we** will abide by their decision. **We** will pay for the **cost** of this review, and should they decide in **your** favour **we** will also pay any **cost** that **you** incurred for **your** chosen adviser or expert's second opinion.

This review and any resulting decision will not affect **your** right to make a complaint as detailed in the How to make a complaint section of this policy.

How to make a complaint

Our aim is to get it right, first time every time. If **you** have a complaint **we** will try to resolve it straight away. If **we** are unable to, **we** will confirm **we** have received **your** complaint within five working days and do **our** best to resolve the problem within four weeks. If **we** cannot, **we** will let **you** know when an answer may be expected.

If **we** have not resolved the situation within eight weeks, **we** will issue **you** with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If **you** have a complaint, please contact **our** Allianz Complaints Team, quoting master policy number **36863**, at:

Allianz Complaints Team, Allianz Legal Protection,
PO Box 5290
Worthing
BN11 9TB

Telephone: **0345 0700 886**
Email: alpcomplaints@Allianz.co.uk

You have the right to refer **your** complaint to the FInanical Ombudsman, free of charge - but **you** must do so within six months of the date of the final response letter.

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service Exchange Tower
London E14 9SR

Website: financial-ombudsman.org.uk Telephone: 0800 0234567 or 0300 1239123
Email: complaint.info@financial-ombudsman.org.uk

Using **our** complaints procedure or contacting the FOS does not affect **your** legal rights.

If **your** complaint relates to the sale of this policy:
1st Central is committed to providing **you** with the best possible service, however, there may be times when 1st Central may not meet **your** expectations. **We** want **you** to let 1st Central know immediately if **you** are unhappy with the service **you** have received, and 1st Central will always do their best to resolve any complaint fairly.

Please refer **your** concerns to:

The Chief Executive Officer
First Central Insurance Management Ltd Capital House
1-5 Perrymount Road
Haywards Heath
West Sussex
RH16 3SY

0333 043 2077 Customer.Relations@1stcentral.co.uk

The meaning of words

Some of the words in this policy have specific meanings. These are explained below and have the same meaning wherever they appear in bold text throughout this policy.

The meaning of the following words apply to all sections of this policy.

Costs
Where **we** have given **our** written agreement, **we** will pay the following on **your** behalf.

- The professional fees and expenses reasonably and properly charged by the **legal representative** on the **standard basis**, up to the Guideline Hourly Rates set by the Senior Court Costs Office, which **you** cannot recover from **your** opponent.
- **Your** opponent's legal costs and expenses incurred in an Uninsured Loss Recovery **legal action** which **you** are ordered to pay by a court or which **you** pay to **your** opponent with **our** written agreement. **We** will not pay for any opponent's legal costs or expenses **you** are ordered to pay should **you** be unsuccessful in a Motor Prosecution Defence **legal action**.

We will only pay **costs** which are necessary and in proportion to the value of **your** claim. If **we** do not agree that the **costs** have been reasonably and properly incurred or are necessary and in proportion to the value of **your** claim, **we** will have those **costs** assessed in accordance with Condition c3 of the Policy Conditions on page 47 of this policy.

We will only start to cover **costs** from the time **we** have accepted **your** claim in writing and appointed the **legal representative.**

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

Insured vehicle
Your motor vehicle as described in **your** current certificate of motor insurance.

The **insured vehicle** also includes any caravan or trailer attached to **your** motor vehicle.

Legal Action
- The pursuit of civil proceedings and appeals against judgment following a road accident.
- The defence of criminal proceedings and appeals against judgment brought against you in relation to the insured vehicle;

Legal representative
The solicitor or other person appointed with **our** agreement to represent **you**.

Motor Insurance Database
Information held by the Motor Insurers Bureau (MIB) under Navigate, which is the name of the system used to hold a central record of all insured vehicles in the UK, which is managed by the MIB and is used by the Police and the Driver and Vehicle Licensing Agency (DVLA) to enforce motor insurance laws

Period of insurance
The period shown in **your** current certificate of motor insurance for **your insured vehicle.**

Reasonable prospects of success
Where **your legal action** is a claim for Uninsured Loss Recovery there are **reasonable prospects of success** if the **legal representative** advises that the **legal action** is more likely than not to be decided in **your** favour at trial, or other final hearing; and the **damages** claimed, and likely to be recovered, exceed the cost of pursuing the **legal action.**

Where **your** legal action is a Motor Prosecution Defence, **reasonable prospects of success** exists if the **legal representative** advises that **you** are more likely than not to succeed in defending the prosecution at trial, or other final hearing; or **you** are more likely than not to succeed in achieving a significant mitigation of the sentence or fine where **you** intend to plead guilty to the offence, or are advised to do so by **the legal representative**.

We explain in more detail how **we** will decide if **your legal action** has **reasonable prospects of success** under Important information about making a claim on page 47 of this policy.

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

Territorial limit
The **territorial limit** for section 1 Motor Prosecution Defence, Section 3 Vehicle Cloning and Section 4 Motor Insurance Database Disputes is Great Britain, Northern Ireland, Channel Islands and the Isle of Man. For section 2 Uninsured Loss Recovery, the **territorial limit** is extended to include any member country of the European Union and Iceland, Liechtenstein, Norway and Switzerland.

We, us, Our
Allianz Legal Protection, a trading name of Allianz Insurance plc.

You, your
The person or organisation that has taken out this policy and, at the request of that person or organisation, any person authorised to drive or be a passenger in the **insured vehicle.**

Cover Provided
This policy provides cover for Motor Prosecution Defence and Uninsured Loss Recovery as described under sections 1, 2, 3 and 4. In addition to the terms described for each section, the General exclusions on page 49 and the General conditions on pages 49 - 51 apply to all sections of this policy

Section 1 – Motor Prosecution Defence

✓ **What is covered**

We will pay the **costs** of **you** defending criminal proceedings being brought against **you** arising from **your** ownership or use of the **insured vehicle**. The cover includes **costs** in respect of pleas in mitigation, provided that there is more than 50% prospect that such plea will materially affect the outcome. **You** must advise **us** of **your** summons no later than 7 days after receiving it.

The cover provided by this section also includes the **costs** of making an appeal against **your** conviction or sentence by a court.

We will provide this cover as long as:

- the event giving rise to the criminal proceedings:
  - arose out of the legal use of the **insured vehicle;**
  - happened within the **territorial limit**; and
  - happened during the **period of insurance**; and

- the criminal proceedings will be decided by a court within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making an appeal against **your** conviction or sentence by a court.

The most **we** will pay for all claims arising from the same criminal proceedings is £100,000.

× **What is not covered**

We will not provide cover for the defence of criminal proceedings in respect of the following.

1. Parking offences for which **you** don't get points on **your** licence.

2. Any criminal proceedings brought against **you:**

   - where **you** are alleged to be under the influence of alcohol or drugs; or
   - which relate to **your** deliberate criminal act or omission; or
   - which allege dishonesty or intentional violence.

3. Driving without:

   - insurance that covers the **insured vehicle**; or
   - a road fund licence or MOT certificate for the **insured vehicle** where either of these are required by law; or
   - a valid driving licence.

4. Any criminal proceedings against **you** that would be covered under **your** motor insurance policy for the **insured vehicle.**

5. Any award of costs made against you by a court following criminal proceedings

6. Any criminal proceedings and civil claims arising from the illegal duplication or cloning of the **insured vehicle's** identity brought against **you**

Section 2 - Uninsured Loss Recovery

✓ **What is covered**

We will pay the **costs** incurred by the **legal representative** to take **legal action** against **your** opponent to recover **your damages** or any other uninsured losses arising from a road accident involving **your insured vehicle** (including damage caused by a collision with a pothole) that:

- **we** and the **legal representative** agree is not **your** fault; and
- was caused by **your** opponent; and causes:

  - **your** death or bodily injury whilst **you** are in, on or getting into or out of the **insured vehicle**; or
  - damage to the **insured vehicle**; or
  - damage to property which **you** own or are legally responsible for and which is on or in the **insured vehicle**.
  - any other uninsured losses (including but not limited to alternative transportation **costs** that **you** have paid for, should **your** vehicle be unusable following the accident, loss of earnings as a result of the accident requiring **you** to take time off work or **your** policy excess).

The cover provided by this section also includes the **costs** of bringing a claim against the Motor Insurers Bureau where **your** opponent is unidentified or untraced.

We will provide this cover as long as:

- the accident happened within the **territorial limits** and during the **period of insurance**; and

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

The most **we** will pay for all claims arising out of the same accident involving **your insured vehicle** is £100,000.

× **What is not covered**

We will not provide cover for the following.

- Any claim arising out of a contract **you** have with another person or organisation, including but not limited to an agreement to defer the cost of hire car charges or repair **costs**, usually known as a credit hire or credit repair agreement.
- A claim for an event which is not covered under the current motor insurance policy **you** have for **your insured vehicle**.
- Any claim where **you** do not have a valid:
  - motor insurance policy that covers the **insured vehicle**; or
  - MOT certificate or taxation for the insured vehicle where either of these are required by law; or
  - driving licence.

Section 3 – Vehicle Cloning

✓ **What is covered**

We will pay the **costs** of **you** defending civil or criminal proceedings brought against **you** arising from the illegal use of the **insured vehicle's** identity by another person or organisation without **your** knowledge or consent.

The most **we** will pay for all claims arising out of the same civil or criminal proceedings involving **your insured vehicle** is £100,000.

× **What is not covered**

We will not provide cover for the following:

- Where the identity of the **insured vehicle** has been copied by somebody living with **you** or has lived with **you**.
- Any losses other than legal costs incurred by **you** as a result of the identity of the **Insured Vehicle** being copied without **your** permission.

Section 4– Motor Insurance Database Disputes

✓ **What is covered**

We will pay the costs in defending **your** legal rights where the **insured vehicle** is seized by the police, local authority or government agency, due to incorrect information being stored on the **Motor Insurance Database** which is as a result of **your** motor insurer, broker or insurance agent failing to correctly report **your** insurance cover to the **Motor Insurance Database.**

The most **we** will pay for all claims arising out of the same civil or criminal proceedings involving **your insured vehicle** is £100,000.

× **What is not covered**

We will not provide cover for the following:

- Claims caused by **you** failing to provide or update **your** motor insurer, broker or insurance agent with accurate information, for example providing the incorrect **insured vehicle** registration number;
- Any claim against the insurance company, broker or insurance agent that arranged **your** motor insurance policy.
- Any losses other than legal costs incurred by **you** as a result of the identity of the **insured vehicle** being copied without **your** permission

What is not covered by Sections 1, 2, 3 and 4

We will not provide cover for the following.

- Any claim where **we** have been prejudiced as a result of **you** reporting to **us** more than six months after the:
    - date **you** first knew, or should have known, that criminal proceedings were to be brought against **you**; or
    - event, or series of events which gave rise to the dispute first occurred; or
    - accident involving **your insured vehicle**.
- Any **costs**:
    - incurred before **we** have accepted **your** claim in writing and appointed the **legal representative.**
    - **we** have not agreed to in writing.
    - **you** have paid directly to the **legal representative** or any other person without **our** permission.
    - relating to an appeal following a decision by a court in respect of **your legal action** against **your** opponent unless **we** and the **legal representative** agree that **reasonable prospects of success** exist.
    - that the court orders **you** to pay to **your** opponent at the end of a **legal action** on anything other than the standard basis. This will normally be because of **your** improper or unreasonable conduct during the **legal action**.

Policy exclusions

- Any money that **you** have to pay under a contract **you** have with the **legal representative** where the amount of that money is determined by the amount of:
    - legal **costs** and expenses incurred by the **legal representative** in respect of **your** claim; or
    - **damages you** receive from **your** opponent. These types of contracts are normally referred to as either conditional fee agreements or **damages**-based agreements.
- Any Value Added Tax that is payable on the **costs** incurred which **you** can recover from elsewhere.
- Any actual or potential prosecution, dispute, or accident that **you** were aware of, or should have

been aware of, before the cover under this policy started.

- Any dispute arising from:
  - an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or
  - any other challenge to any existing or proposed legislation.

- Any dispute arising out of written or verbal remarks which **you** believe have damaged **your** reputation.
- Any fines or other penalties awarded against **you** by a court or tribunal.

Policy conditions

The following conditions apply to **your** policy. **You** must keep to the Conditions to have the full protection of **your** policy.

a. **You** must:
   1. Make **your** claim within six months of the date that the event, or series of events, which gave rise to the dispute or criminal proceedings first occurred, or as soon as reasonably practicable providing there has been no prejudice to **us**.
   2. Not appoint a **legal representative** to represent **you** in **your legal action**.
   3. At all times throughout **your legal action** give the **legal representative** and **us** a complete, accurate and truthful account of all of the circumstances that are relevant to your legal action that **you** are aware of, or should have been aware of. This will include details of any agreement between **you** and any other person or organisation. **You**, and anyone acting on **your** behalf, must not knowingly give any false, fraudulent, exaggerated or incorrect statement or document to **your legal representative** or to **us**.
   4. Follow the advice of, and co-operate fully with, the **legal representative** and **us** at all times during **your legal action**. This will include going to all court hearings or other appointments that the **legal representative** asks **you** to attend.
   5. Not withdraw **your** claim from the **legal representative** without the written agreement of **us** and the **legal representative**.
   6. Get **our** written agreement before making or defending an appeal against the decision of a court in respect of **your legal action**.
   7. Instruct the **legal representative** to take all reasonable steps to recover costs from **your** opponent and pay them to **us.** If **you** do not do this, **we** will have the right to reduce the amount that **we** pay under this policy to the amount that **your costs** would have been **if you** had instructed the **legal representative** to take all such reasonable steps.
   8. Instruct the **legal representative** to keep to Condition b below.

If **you** do not keep to Condition a3, a4 or a5 **we** will recover any **costs** from **you** that **we** have paid or incurred in respect of **your legal action** unless **we** agree to appoint another **legal representative** to continue **your** claim.

b. The **legal representative** must:
   1. Get **our** written permission before instructing a barrister or other legally qualified adviser or expert in respect of **your legal action**.
   2. Tell **us** at the first opportunity once he or she becomes aware of any information or development relating to **your legal action** which will more likely than not mean that:
      - **Reasonable prospects of success** no longer exist; or
      - The losses or **damages** that **you** can recover from **your** opponent will be reduced from the amount that was originally expected by the **legal representative.**
   3. Tell **us** at the first opportunity once he or she becomes aware that **you** want to make an offer, or

your opponent has made an offer, to settle **your legal action**.
4. Report the result of **your legal action** to **us** at the first opportunity after it is finished.
5. Take all reasonable steps to recover **costs** from **your** opponent and pay them to **us.**

c. **We** will have the right to do the following.
1. Appoint the **legal representative** in **your** name and on **your** behalf.
2. Take over and conduct, in **your** name, any claim or proceedings:
   - Before a **legal representative** has been appointed; or
   - That are necessary to recover costs that **we** have paid in respect of **your legal action**.
3. Contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to **your legal action**.
4. Appoint a barrister or other legally qualified adviser or expert appropriate to **your legal action** and ask for his or her opinion on the value of **your legal action** and whether **reasonable prospects of success** exist.
5. Stop providing cover for **your** claim if, at any time during **your legal action reasonable prospects of success** no longer exist. If, after **we** stop providing cover for **your** claim, **you** continue the **legal action** and get a better settlement than **we** expected, **we** will pay **your costs** which **you** cannot get back from anywhere else.
6. Have any legal bill assessed if **we** and the **legal representative** or the representative acting for and on behalf of **your** opponent cannot agree on the level of **costs.** If **we** do this the assessment will be carried out by a court, independent expert in the assessment of **costs** or other competent party. **We** will not pay any more than the costs that are determined as reasonable by the assessment.
7. Settle **your** claim by paying the amount in dispute. If **we** do this, this **we** will not pay any **costs** incurred after the date that **we** tell **you**, and any **legal representative**, that **we** have decided to settle **your** claim. (This will not apply where legal proceedings have begun in a court before the date **we** decide to settle **your** claim. In these circumstances **we** will settle the claim by paying **costs** that are necessary to discontinue those legal proceedings as well as the amount in dispute.)
8. Settle the costs covered by this policy at the end of **your legal action.**

d. **Your** agreement with others
We will not be bound by any agreement between **you** and the **legal representative** or **you** and any other person or organisation.

e. Other insurances and cover
If **you** have another insurance policy, service contract or membership that provides cover for a claim **you** have made under this policy, **we** will only pay our share of the **costs** of the claim.

f. Freedom to choose the **legal representative**
At any time before **we** and the **legal representative** agree that legal proceedings need to be issued in a court, **we** will choose the **legal representative.**

You have the right to choose the **legal representative** if **we** and the **legal representative** agree that negotiations with **your** opponent have failed to settle the dispute and it becomes necessary for legal proceedings to be issued or defended in a court.

You can also choose the **legal representative** if a conflict of interest arises which means that **our** chosen **legal representative** cannot act for **you** because of his or her professional rules of conduct.

You must send the name and address of **your** chosen **legal representative** to **us.** If **we** agree to appoint **your** chosen **legal representative**, he or she will appointed on the same terms as **we** would have appointed **our** chosen legal representative, other than in respect of any agreement **we** and **your** chosen **legal representative** reach over the **costs** that **we** will pay.

If there is any dispute about **your** choice of **legal representative** that **you** and **we** cannot resolve, the matter will be settled using the procedure in General condition d Disputes on page 51 of this policy.

When choosing the **legal representative**, **you** must remember **your** duty to keep the **costs** of any legal proceedings as low as possible.

General exclusions

In addition to the exclusions described in 'What is not covered' by each section **we** will not provide cover under any section for the following.

a. The **insured vehicle** being used for racing, rallying, speed testing, speed trials, off-road events or driven on a motor sports circuit.
b. Any claim where it is clear from the information available relating to the claim that it has arisen from **your** deliberate or reckless action.
c. Disputes between **you** and **us**.
d. Claims directly or indirectly caused by, contributed to or arising from:
   - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
   - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
e. Claims arising from war, invasion, riot, revolution or a similar event.

General conditions

In addition to the exclusions described under the policy, the following General conditions also apply to all sections of this policy.

a. Cancellation rights.

You may cancel this policy within 14 days of receiving **your** policy wording. **We** will refund any money **you** have paid subject to no claim under this policy during this time.

At any other time during the period of insurance, **you** can cancel the policy by giving **us** 30 days' notice. If **you** cancel the policy during this time, **you** will not be entitled to a refund of the money **you** have paid.

We can cancel the policy by giving **you** 30 days' notice if:

- **you** do not pay the premium when **we** ask **you** to; or
- the person or organisation that has taken out this policy knowingly makes or supports a false, fraudulent or exaggerated claim, as described in General condition f Fraud below. If this happens, **you** will not be entitled to a refund of the money **you** have paid.

You cannot make a claim for an event which occurred after the date the policy was cancelled, but cancelling the policy will not affect **your** right to claim for an event which occurred before the date the policy was cancelled.

Every notice to cancel this policy must be given in writing. If **you** give us notice to cancel the policy, **you** must send it to the address of the broker or intermediary who deals with **your** motor policy. If **we** give **you** notice, **we** will send it to **your** last known address.

b. Notices

Every notice which needs to be given under this policy must be given in writing.

If **you** give **us** notice, **you** must send it to the address of the broker or intermediary who deals with **your** motor policy.

If **we** give **you** notice, **we** must send it to **your** last known address.

c. Changes during the period of insurance

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

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

If **we** do need to change your policy, **we** will give you 30 days' notice in writing of the change and how it will affect **you.**

d. Disputes

If there is a dispute between **you** and **us**, the matter may be referred to an arbitrator, who will be a solicitor, barrister, or other suitably qualified person that **you** and **we** agree to. If **we** and **you** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the **costs** involved. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the **costs**. If the arbitrator decides that **you** must pay some, or all, of the **costs** of the arbitration those **costs** will not be covered by this policy.

e. Law and language of this policy unless we agree otherwise:

- the language of this policy and all communications relating to it will be in English.
- English law will apply to this contract of insurance.

f. Fraud

If **you** or anyone acting on **your** behalf:

- makes any false or fraudulent claim;
- makes any exaggerated claims;
- supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- makes a claim for loss or damage which **you** or anyone acting on **your** behalf deliberately caused; **we** will:
    - refuse to pay the whole of the claim; and
    - recover from **you** any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating the policy as having been terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a – d above. In that event, **you** will:

- have no cover under the policy from the date of the termination; and
- not be entitled to any refund of premium.

a. Rights of parties

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999, or any replacement legislation, 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.

Privacy Notice Summary

Please find below a summary of our Privacy Notice. The full notice can be found on the Allianz UK website: Allianz .co.uk/privacy-notice.html.

If **you** would like a printed copy of **our** Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to **us** about **you** or other people named on the policy, quote or claim. It is **your** responsibility to let any named person know about who **we** are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within Allianz Holdings.

Anyone whose personal information **we** hold has the right to object to **us** using it.

They can do this at any time by telling **us** and **we** will consider the request and either stop using their personal information or explain why **we** are not able to.

If **you** wish to exercise any of **your** data protection rights **you** can do so by contacting our Data Rights team:

Telephone: **0208 231 3992**

Email: datarights@Allianz.co.uk

Address: Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Email: dataprotectionofficer@Allianz.co.uk

Address: Data Protection Officer,
Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

Our regulator

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

1stCentral.

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**

× **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 159 033 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.
- being used to carry more passengers than the vehicle manufacturers specifications.
- being used to carry passengers in an unsafe or illegal manner, including where they are not appropriately secured in the vehicle.
- being used to carry passengers in or on any area of the vehicle not intended for passengers, including cargo areas and footwells.
- being used as a public or private emergency service or response vehicle.
- being used as a public or private military or law enforcement vehicle.
- being used for **commercial travelling** or **hire and reward**.

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, directly or indirectly caused by or contributed to as a result of war, revolution, rebellion, insurrection or any similar event, or requisition or destruction by or under the order of any Government, public or local 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, manoeuvring 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.**

10.17 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.**

10.18 Terrorism

The **insurer** will not cover any accident, injury, loss, damage or liability caused as a result of an act of terrorism as defined by the Terrorism Act 2000 if in the UK, or the terrorism legislation applicable where the incident took place.

Section 11 – General conditions

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

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 incorrect 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 incorrect, and the correct details mean **your insurer** would not have offered **you** insurance, **your policy** may be cancelled or declared void. If **your insurer** would have offered **you** insurance but on different terms, **you** may be asked to pay an extra premium. **You** may also be charged 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 14 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 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:

- take reasonable care to protect **your car** from loss or damage, including but not limited to avoiding driving **your car** in or through unsuitable environmental conditions and locations such as a flooded section of road etc;
- 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, and the car is not left running. 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 online in Your Account, by contacting **us** via web chat or calling the number below.

0333 043 2085

We will cancel the **policy** from the date **you** contact **us**, or from any later date agreed by **us**. **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** entitles 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 and there will be an administration fee as shown in the important customer information section.

If **your car** is declared a **total loss** or stolen and not recovered, unless **we** agree with **you** otherwise, **we** will allow **your policy** to run for up to 30 days once settlement has been issued to **you** to give **you** time to replace **your car**. If **you** do not replace **your car** on **your policy** within this timeframe, **we** may cancel **your policy**. Where a claim has been made on **your policy you** may not receive a refund and the full premium may be due.

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 remaining 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 under a **credit agreement**, **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 and misrepresentation

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 information 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 or voided immediately without further notice. 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 the last year before cover commencing.

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 **theft** claims arising when a 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** and any subscription has been maintained before **your insurer** will consider any **theft** claim under section 2.

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 call the Customer Services team immediately on 0333 043 2085.**

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.

Arrangement Fees	
For setting up your policy	£50
To renew your policy	£50
Refund of Arrangement Fees	
Cancelling your policy before it starts, or within 14 days of its start date	£25 refund
After 14 days of the policy start date	No refund
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	£15
After 14 days of the policy start date, if we have to cancel your policy because you gave us incorrect information	£50
Fees for Making a Change	
If we have to make a change because you gave us incorrect information	£50
If you make a change on the phone or web chat	£25
If you make a change online through Your Account	£5
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 receive a £25 refund of the arrangement fee due under the **Intermediary Contract**, and no cancellation fee will be 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**.

Zuzana Clark, Chief Customer Officer

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, or by calling **0333 043 2085**.

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 0800 111 6768

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 some changes on our website - https://www.1stcentralinsurance.com
0333 043 2085

Had an accident
0333 043 2011

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

Renewals
0333 043 2085

Windscreen helpline
0333 043 2012

Key Assist
0333 241 3390

Breakdown
0330 159 8714

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

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