

My Policy...

1stCentral.

Premier



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Welcome.

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

Your insurance policy is arranged by **1**st **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,

A Service

Ben Tomasetti, Managing Director

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





The 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.

Certificate of Motor Insurance

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

Computer System

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

Credit Agreement

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

Cyber Act

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

Cyber Loss

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

Data

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

Document



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

Endorsement

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

Excess

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

Fire

Fire, self-ignition, lightning and explosion.

Insurer

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

Insurance Contract

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

Intermediary Contract

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

Key

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

Malicious damage

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

Market value

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

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**

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.

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**.



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 fire and theft

X Does not apply

Comp: Comprehensive

TPFT: Third party,

| | Features and benefits (what is covered) | Significant or unusual exclusions or limits |
|--|--|--|
| Section 1 – Accidental damage Comp TPFT Section 2 – Fire and theft 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. 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 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. 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 Personal accident - up to £7,500 if an Personal accident - cover not provided if you accident in your car results in your death, are over the age of 87 at the time of the benefits permanent loss of sight, or total loss of accident. one or more limbs. Personal belongings, medical expenses and Comp Personal belongings in or on your car hotel expenses – cover is provided only if there **TPFT** up to £250 cover for loss or damage is no cover in force under any other policy. caused by accident, fire or theft. Courtesy car - this is not guaranteed to be the Medical expenses - up to £100 for each same size or model as your own car and person injured in your car if it is involved depends on what is available. in an accident. Courtesy car – if **your** vehicle is being repaired by one of the insurers' approved repairers. Up to £500 for any necessary overnight accommodation if you cannot continue your journey after an accident or loss. Up to £1,500 cover each year. Section 8 - Key Any amount over the cover limit in the same No effect on your no-claims discount. period of insurance. **Assist** Replacement locks (if a security risk has An insured event not reported within 30 days arisen), keys and locksmith's charges Vehicle hire charges if the hired vehicle has an Comp engine size over 1600cc and charges over £40 covered. **TPFT** per day. No excess to pay. Up to 3 days' car hire if your vehicle is Any claim made within the first 48 hours of the unusable as a result of the insured keys start of the policy. being lost, stolen or damaged by Keys which have been lost or stolen for a period accidental means or if you stranded due to of less than 48 hours. the insured keys being lost, stolen or Claims where you have failed to safeguard your damaged by accidental means up to £100 keys. per day for reasonably incurred onward transportation costs up to a maximum of 3 days. If the insured vehicle is involved in a non-fault This policy will not cover: Section 9 - Legal road accident, this policy will cover you for An accident that was your fault. Expenses and legal costs incurred in your claim for If the incident occurred before the start of the **Breakdown Cover** compensation and uninsured losses. policy. Any expenses incurred before your claim is Legal Expenses The limit of cover (including opponent's costs) accepted. is £100,000 per claim. Any claim arising out of a contract you have with another person or organisation, such as a The legal costs and expenses for the following credit hire agreement. are covered: Fines for motoring or criminal offences and Pursuit of compensation for personal injury parking offences for which you don't get points if you and your passengers are involved on your licence. in a road accident that wasn't your fault. Criminal offences where you are alleged to be under the influence of drink or drugs or which allege dishonesty or intentional violence. Recovery of losses for you and your passengers that aren't covered by your motor insurance policy, including: The most we will pay is £100,000 for all claims arising: Policy excess Out of the same accident involving your insured vehicle. Personal possessions From the same criminal proceedings. Out of pocket expenses Defence costs if you are prosecuted over a driving offence. Roadside assistance if your vehicle **RAC Breakdown** What is not covered: breaks down in the UK, Isle of Man or the The cost of any parts. Cover -Roadside Channel Islands. Any breakdown within a quarter of a mile of Transportation of your vehicle, you and your home. your passengers to a single destination of



| RAC Breakdown Cover - At Home Optional RAC Breakdown Cover - Recovery | your choice up to 10 miles from the breakdown. 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. No cover for breakdown within a quarter of a mile of your home. 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 | | | |
|---|--|--|--|--|
| Optional | tyre or the manufacturer's repair equipment. Repair at the roadside or tow to a local What is not covered: | | | |
| RAC Breakdown Cover -European Motoring Assistance Optional | Fuel and oil costs, personal insurance or any other extra costs. The excess payable under any insurance for the replacement car. 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. 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) | | | |
| | 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. 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. | | | |
| ✓ Comp ✓ TPFT | 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 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 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 | | | | |



conditions

/

Comp TPFT 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.

Complaints

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

by email <u>Customer.Relations@1stcentral.co.uk</u>

in writing First Central Insurance Management Limited, Capital House,

1-5 Perrymount Road, Haywards Heath, West Sussex, RH16

3SY

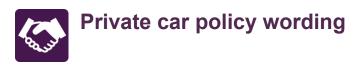
by phone 0333 043 2077

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.





Your Insurance Contract

This section makes up part of your Insurance Contract and includes the terms of your motor insurance. Please read it together with your Schedule, Certificate of Motor Insurance, Statement of Fact and endorsements, as together these documents form the Insurance Contract between you and the insurer. The Key Assist benefit is provided by Motorplus Limited t/a Coplus and is underwritten by Astrenska Insurance Limited, the Legal Expenses benefits are provided by 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 **1**st **Central** to allow **1**st **Central** the right to sign this contract.



Ben Tomasetti, Managing Director



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

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





What to do if you have an accident

24-hour claims helpline number: 0333 043 2011 (or +44 (0) 333 043 2011 from

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

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 may be dealt with who call on your behalf, 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 **insurer** as soon as reasonably possible after the insured event giving **them** as much information as **you** can about what has happened to bring about the claim. Please try to include the names and addresses of anyone else involved and any information provided by the police.

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

Legal Expenses claims

24-hour claims helpline number: 0333 043 2011

Breakdown claims:

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

Customer Information

Demands and needs

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

Automatic renewal

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

Supporting documents

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

Electronic documents

Your policy documents and Certificate of Motor Insurance are available online, and only in



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

Providing all the facts

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

Motor Insurance Database

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

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

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

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

DVLA - My Licence

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

Who can drive your car?

Only the individuals listed on the **Certificate of Motor Insurance** may drive **your car**. If **you** would like to add, change or remove any drivers, 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 75-77. To make any changes to the **policy** all payments must be up-to-date and **you** must not owe **us** or the **insurers** any money under any contract.





Section 1 – Accidental damage

✓ What is covered

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

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

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



Section 2 - Fire and theft

What is covered

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

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

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

Settling your claim - sections 1 and 2

The insurer will do one of the following.

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

The **insurer** will not pay more than the **market value** of **your car** at the time of the loss or damage, less the total **excesses** and any **unpaid premium**. If **your car** is considered to be a **total loss** or stolen and is under a hire purchase agreement, the **insurer** will settle the claim directly with the owner of the car (i.e. the hire-purchase company). The balance, if any, will be paid to **you**. If **your car** is considered to be a **total loss** or stolen and is under a lease or contract hire agreement, the **insurer** will pay the owner of the car (i.e. the lease or contract hire company) either the **market value** of the vehicle, or the amount required to settle the agreement, whichever is less.

The **insurer** may use parts which are not made by the manufacturer of **your car**, but are of equivalent type and quality to the parts replaced. This may include recycled parts or parts made from recycled materials. If any parts that need replacing are no longer available in the UK, the most the **insurer** will pay is the cost shown in the manufacturer's latest price guide plus an amount for fitting. The **insurer** will not pay extra **costs** as a result of parts or replacements not being available in the UK.



New car replacement

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

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

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

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



Section 3 - Windscreen cover



0333 043 2012

✓ What is covered

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

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

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

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

What is not covered

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





a) Your liability to others

What is covered

- **4.1** The **insurer** will cover **you**, for all amounts **you** legally have to pay if someone else is injured or killed or their property is damaged and that injury, death or damage was caused by or arose out of **your** use of **your car** on a road or other public place.
- **4.2** If **you** are over 25 and it is shown on **your Certificate of Motor Insurance**, the insurer will provide **you** with the same cover as set out in Section 4.1 when **you** are driving any other private motor car within the territorial limits as long as.
 - You have permission from the owner of the car before using it.
 - You still have your car, and it is not damaged beyond economic repair, stolen or sold and it has a valid road fund licence and a valid MOT (if applicable).
 - The other car is not owned by **you** or **your partner** and is not a hire or rental car, or obtained by **you** or **your partner** under a hire-purchase or leasing agreement.
 - You are not covered by any other insurance to drive the other car.
 - You are not using this cover to remove the car if it has been seized by, or on behalf of, any government or public authority.
 - There is a valid policy in force for the other car.
 - You are using the other car for social domestic and pleasure purposes (excluding commuting).

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

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

b) Liability cover for other people

What is covered

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

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



c) Legal costs

✓ What is covered

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

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

d) Emergency medical treatment

What is covered

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

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

What is not covered under Section 4

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

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





Section 5 - No claims discount

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

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

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

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

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

Protected no claims discount

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

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



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

Important

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

Uninsured driver promise

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

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

Section 6 – Geographical limits and travelling abroad

Geographical limits

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

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

Driving abroad

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

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



Countries include:

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

Extending full cover driving abroad

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

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

7.2 Personal belongings

✓ What is covered

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

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

What is not covered

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

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

7.3 Medical expenses

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

7.4 Courtesy car

What is covered



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

What is not covered

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

7.5 Child car-seat cover

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

7.6 Hotel expenses

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





Section 8 – Key Assist

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

Who does it cover?

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

What criteria apply?

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

Important information

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

Your responsibility

You must take reasonable care to:

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

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

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

This **policy** must be read together with **your** current schedule, Insurance Product Information Document and any endorsements or certificates. These items together form **your** contract of insurance.

How to make a claim



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



0333 241 3390



keyclaims@coplus.co.uk

Or you can write to us at:

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

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

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

How to make a complaint

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

Complaints regarding:

Sale of the policy:

Please contact 1st Central who arranged the Insurance on your behalf.

Claims

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

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



0333 241 9574



qtmail@coplus.co.uk

The **insurer** which has issued the policy:

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

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

The Financial Ombudsman Service,

Exchange Tower,

London,

E14 9SR.







0800 023 4567

complaint.info@financial-ombudsman.org.uk

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

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

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

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

Our regulator and insurer

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

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

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

Privacy Statement

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

Astrenska Privacy Notice

How we use the information about you

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

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

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, contractors, investigators, crime prevention organisations and claims management organisations where



they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

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

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

Processing your data

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

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

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

How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

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

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

You have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information please contact **us** by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: 3 More London Riverside, London, SE1 2AQ

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

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

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

Telephone calls

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

Fraud prevention, detection and claims history

To prevent and detect fraud we may at any time:



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

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

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

Governing Law

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

Contracts (Rights of Third Parties) Act 1999

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

Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**. The **insurer** will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

You may not assign any of the rights under this **policy** without the **insurer's** express prior written consent.

Financial Services Compensation Scheme

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

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

Sanctions

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

Use of language

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

Other formats

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



Definition of terms for Key Assist

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

Accidental

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

Home

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

Insured event

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

Insured Key/Keys

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

Insurer

Astrenska Insurance Limited.

Level of Indemnity

£1,500 for keys lost, stolen or damaged by accidental means.

£100 for key locked in **your home** or **vehicle**.

£100 for keys broken in lock or ignition.

Onward transportation

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

Period of insurance

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

Policy

This Key Assist policy.

Security Risk

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

Stranded

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

Territorial limits

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

Terrorism

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



Vehicle

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

Wear and Tear

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

We/our/us

Motorplus Limited t/a Coplus.

You/Your/Insured

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

✓ What is covered

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

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

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

Additional Benefits

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

Care, custody and control

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



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

- a) Never attach anything to **your** keys that contains **your** name, address or any details of where **your** car may frequently be parked and never leave keys unattended.
- b) Never hide keys under door mats, bins or on top of window frames as an opportunistic thief may be watching or may guess where keys may be hidden.
- c) Never leave doors unlocked or windows open when leaving the **home** or **vehicle** unattended.
- d) Never leave **your** keys in **your vehicle**, even for a moment, especially when **you** are visiting petrol stations, or whilst loading or unloading **your vehicle**. Always lock **your** car when leaving it.
- e) Do not keep duplicate keys on the same key ring as **your** main keys.
- f) Burglars are increasing turning to key crime as sophisticated security measures are now fitted as standard to new cars and have been known to break into homes and offices just to steal vehicle keys. Never leave car keys close to the front door where they can be seen.

X What is not covered

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

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



- Costs incurred where you make alternative arrangements with a third party, after we
 have already instructed a locksmith or other tradesman to attend a particular location.
 You may be liable to pay the costs incurred for the attendance of a locksmith or
 other tradesmen if you fail to notify us of any changes.
- Claims arising as a result of your failure to take reasonable steps to protect the
 insured keys, including but not limited to those detailed in the General Conditions Care, custody and control section above.
- Any claims where proof of payment is not provided, such as valid receipts or tickets.
- Any incident which occurs within 48 hours of the inception of this policy unless comparable insurance was previously in place and cover continues on an uninterrupted basis.
- Any claim over £100 for any one incident when insured keys are locked inside a property or vehicle or broken in the lock or ignition.
- Damage caused by any animal including domestic pets.
- Claims arising as a result of the use of the vehicle for any purpose in connection with the motor trade.
- Where **your** insured keys have been left unattended, not within **your** sight at all times, and out of **your** arms-length reach.
- Claims where only the lock is damaged.
- Claims for damaged keys which was not caused by accidental means.
- Any claim for additional or duplicate keys.
- Multiple claims for the same insured keys which have been repeatedly damaged by the same lock, where the lock has not been repaired or replaced by the insured.
- The recovery of your vehicle or any costs associated with the recovery your vehicle.
- Onward transport **costs** where hire has already been supplied.
- Cost incurred where you have appointed your own locksmith or other tradesmen prior to our consent.
- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is
 declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or
 confiscation, nationalisation, requisition, destruction of or damage to property by or
 under the order of any government, local or public authority.



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

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

General conditions

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

1. Claims

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

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

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

2. Arbitration Clause

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



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

3. Fraudulent Claims

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

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

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

4. Severability Clause

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

5. Acts of Parliament

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

6. Premium

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



Section 9 – Legal Expenses and RAC Breakdown Cover



Legal Expenses

Who does it cover?

- The policyholder;
- Any other person 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 1st Central motor insurance throughout the duration of the motor legal expenses insurance;
- The **insured vehicle** must be specified in the 1st Central motor insurance policy and driven by a person entitled to do so.
- There must be a 51% chance or better of winning the case and achieving a positive outcome.
- 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 it 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.

Signed on behalf of Allianz Insurance plc.

Nadia Côté

Commercial Managing Director UK



Legal Helpline

How to get legal advice

Legal helpline

Your Motor Legal Expenses 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 be passed on to an adviser who will return your call.

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 onto an adviser who will call **you** back.

Uninsured Loss Recovery

If **you** need to make a claim under 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.

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 6** Freedom to choose the **legal representative** of the Policy Conditions on page 48 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 1c or 1d of the Policy Conditions on page 47 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, Allianz - ALP PO Box 10623 Wigston LE18 9HJ

Telephone: 0345 0700 886

Email: alpcomplaints@Allianz .co.uk

You have the right to refer **your** complaint to the Financial 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 vour 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.

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 3f of the Policy Conditions on page 48 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**.

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 40 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 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

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 and 2. In addition to the terms described for each section, the General exclusions on page 49 and the General conditions on pages 49 and 50 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:
 - o 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 cover provided by this section is limited to two claims per period of insurance and 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.



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
 - o 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:
 - o 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
 - o driving licence.

What is not covered by Motor Prosecution Defence and Uninsured Loss Recovery (Sections 1 and 2)

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
 - o 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.
- o we have not agreed to in writing.
- you have paid directly to the legal representative or any other person without our permission.
- o 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.
- o 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**.
- 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 damagesbased 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
 - o 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.

1. You must:

- a. 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**.
- b. not appoint a legal representative to represent you in your legal action.
- c. 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
- d. follow the advice of, and co-operate fully with, the legal **representative** and **us** at all times during **your legal action**. This will include going to all court hearings or other appointments that the legal representative asks **you** to attend.
- e. not withdraw **your** claim from the **legal representative** without the written agreement of **us** and the **legal representative**.
- f. get **our** written agreement before making or defending an appeal against the decision of a court in respect of **your legal action**.
- g. instruct the legal representative to take all reasonable steps to recover 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.
- h. instruct the **legal representative** to keep to Condition 2 below.

If you do not keep to Condition 1c, 1d or 1e 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.

2. The legal representative must:

- a. get **our** written permission before instructing a barrister or other legally qualified adviser or expert in respect of **your legal action**.
- b. 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**.
 - c. 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.**
 - d. report the result of **your legal action** to **us** at the first opportunity after it is finished.
 - e. take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**.
- 3. We will have the right to do the following.
 - a. Appoint the **legal representative** in **your** name and on **your** behalf.
 - b. Take over and conduct, in **your** name, any claim or proceedings:
- o before a **legal representative** has been appointed; or
 - that are necessary to recover costs that we have paid in respect of your legal action.
 - c. Contact the legal representative at any time and have access to all statements, opinions, reports or any other documents relating to **your legal action**.
 - d. Appoint a barrister or other legally qualified 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.
 - e. 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.
- f. 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.
- g. Settle your claim by paying the amount in dispute. If we do 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.)
- h. Settle the **costs** covered by this policy at the end of **your legal action**.

4. Your agreements with others

We will not be bound by any agreement between you and the legal representative or you and any other person or organisation.

5. 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.

6. 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 be appointed on the same terms as we would have

appointed **our** chosen **legal representative**, other than in respect of any agreement **we** and **your** chosen **legal representative** reach over the **costs** that **we** will pay.

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 50 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:
- o 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:
 - o change the provider of the service; or
 - o change the service; or
 - o 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:
 - o 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.

g. 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,

57 Ladymead,

Guildford,

Surrey,

GU1 1DB

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

Telephone: 0330 102 1837

Email: dataprotectionofficer@Allianz.co.uk Address: Data Protection Office, Allianz,

57 Ladymead

Guildford

Surrey

GU1 1DB

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.





Contact information

| | Telephone | In Writing |
|--------------------------------------|---|---------------------------------|
| Breakdown | 0330 159 8714 | |
| Breakdown in Europe | | |
| Calling from Europe | 00 33 472 43 52 55* | |
| Calling from a French landline | 0800 290 112 | |
| (freephone) | 1800 535 005 | |
| Calling from the Republic of Ireland | | |
| (freephone) | | |
| Bringing your vehicle back to the UK | 0330 159 0342 | |
| after a breakdown | | |
| Claim Form Requests | | |
| From the UK | 0330 159 0337 | europeanclaims@rac.co.uk |
| From Europe | 0044 161 332 1040* | www.rac.co.uk/europeanclaimform |
| Hearing assistance | Telephone prefix 18001 to access Typetalk or text us on 07855 828282 | |
| | 07000 020202 | |

^{*}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**;
- 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;

IJK

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 <u>www.rac.co.uk/reimbursementclaimform</u>. If **you** have any queries please contact Breakdown Customer care on 0330 159 0337. Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Services. **We** may ask **you** to supply original documents.

Hire Car Terms

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

What is covered:

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

What is not covered:

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

Section A - Roadside

RAC Breakdown Cover includes cover for Roadside.



✓ What is covered under section A:

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

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

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

Caravans or Trailers

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

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

What is not covered under section A:

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

Section B – At Home

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

What is covered under section B:

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

What is not covered under Section B:

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

Section C - Recovery

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

✓ What is covered under section C:

If we are unable to repair the vehicle under Section A (Roadside), we will recover the vehicle



from the breakdown location to:

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

<u>Please note:</u> 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**.

<u>Tyres</u>

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;
 - 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;
 - 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
 - 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



■ 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





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

10.1 Who uses your car

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

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

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

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

10.2 Contracts

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

10.3 Radioactivity or ionising radiation

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

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

10.4 War

The **insurer** will not cover any accident, injury, loss, damage or liability, 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, maneuvering or parked or to which the public does not have free access for vehicles.

10.10 Racing, track days and off-road events

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

10.11 Dangerous locations

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

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

10.12 Dangerous goods

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

10.13 Seized, clamped or recovered vehicles

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

10.14 Criminal and Deliberate Use



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

10.15 Drink and Drugs

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

10.16 Mobile Phone

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

10.17 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

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 12 of this **policy**.

11.3 Reporting loss or damage

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

You must:

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

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

You must not:

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

Your insurer is entitled to:

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

11.4 Taking care of your car

You or any other person covered by this insurance must:

- protect your car from loss or damage;
- make sure your car is legally roadworthy;
- allow your insurer or any representative acting on behalf of the insurer to inspect your car at any reasonable time if you are asked; and



- make sure whenever your car is unattended that it is secured, locked and the keys (or keyless entry system) are removed 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 may entitle us to take the outstanding amount due for your credit agreement out of the claims settlement.

The **insurer** may give **you** the option to insure another vehicle under **your** existing **policy**. Any change to **your policy** is subject to the **insurer's** agreement and may not be acceptable. There may be an extra premium to pay and there will be an administration fee as shown in the important customer information section. If the **insurer** cannot agree with **you** terms for another vehicle, or **you** do not want to insure another vehicle, all cover under the **policy** will end as soon as the car is declared a **total loss**. Any **unpaid premium** owed may be taken from the settlement amount paid to **you**.

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

11.9 If you do not pay the premium

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

If there is a change to the **policy**, **you** miss an instalment due under a **credit agreement**, owe anything after cancelling the **policy**, or **you** have to pay any fees or charges, **you** will allow for (or have the authority of the cardholder to give **us**) continuous authority to charge the card originally used, or the last card for which **is** held on record to process any related payments. If **you** are paying by instalments 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 two years 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



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

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



1st Central Intermediary Contract

Your Intermediary Contract

This is **your Intermediary Contract** with **1**st **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 **1**st **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 **1**st **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.



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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 | £50 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 | £10 |
| If we have to cancel your policy – see 'Cancelling your policy' for more 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 | £30 |
| If you make a change online through Your Account | £25 |
| 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 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 <u>Customer.Relations@1stcentral.co.uk</u>

in writing First Central Insurance Management Limited, Capital House, 1-5

Perrymount Road, Haywards Heath, West Sussex, RH16 3SY

by phone 0333 043 2077

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

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



Ben Tomasetti, Managing Director

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

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



Complaints procedure

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

If you have a complaint, please contact:

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

Phone: **0333 043 2077**

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

What if you are still not satisfied?

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

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

Phone: 0800 023 4567

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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.

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Looking after your personal information

When **you** take out a **policy** through **1**st **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 <u>here</u>, by email at <u>marketing@1stcentral.co.uk</u>, 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 0845 606 1234

Who we are owned by

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

The Financial Services Compensation Scheme

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





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**

Legal Expenses **0333 043 2011**

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

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