

**aurum**

# Motor policy wording



### **Useful Contact Details**

#### **aurum claims**

From within the UK: 0330 175 6072

From outside the UK: +44 330 175 6072

For aurum general enquires please contact  
your intermediary.

**Thank you for choosing aurum.**

aurum issues this insurance cover. This document, together with your policy schedule and Certificate of Insurance, is a legally binding contract of insurance between you and us and does not provide anyone else with rights to enforce any part of this contract.

We have agreed to insure you subject to the terms, conditions and exclusions contained within this document and in any schedule of endorsements attached for the period for which you have paid our premium. This insurance applies within the territorial limits unless we specify otherwise.

Underwritten by Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

This contract is governed, in relation to each vehicle insured under this contract, by the law of the place within the Territorial Limits where you reside or if there is any disagreement about which law applies, the law of the place where your vehicle is registered.

You agree to submit to the exclusive jurisdiction of the courts in that place.

This contract is written in English and all communications about it will be conducted in English.



**Neil Manvell**  
**Head of Motor**



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# 01 Complaints Procedure

**We** are proud of the service that **we** provide and of **our** careful selection of intermediaries that **we** entrust to service this **policy**. Occasionally, things may go wrong and if this happens **we** have a procedure in place to fully investigate **your** complaint and, where appropriate, to make changes to prevent a recurrence.

If **you** are unhappy with any element of the cover **we** provide or any aspect of **our** service or have cause for complaint, please, in the first instance, contact the insurance intermediary that arranged the **policy** for **you**.

If **you** wish to make a complaint **you** can do so at any time by referring the matter to:

- a. If **you** wish to make a complaint in relation to Sections 6, 7 or 8 **you** can do so at any time by referring the matter to:

Complaints Manager  
aurum  
St James House  
27-43 Eastern Road  
Romford  
RM1 3NH  
e: [compliance.kgm@kgmus.co.uk](mailto:compliance.kgm@kgmus.co.uk)  
t: +44 (0) 20 8530 7351  
f: +44 (0) 20 8530 7037

**We** will attempt to resolve **your** complaint as soon as possible within 3 days, however if this is not possible **we** will get in touch and advise **you** of next steps. If **we** are unable to resolve **your** complaint or **you** are dissatisfied with **our** decision **you** may have the right to refer **your** complaint to the Financial Ombudsman Service.

- b. If **your** complaint is about Section 9, Motor Legal Expenses Cover or Section 10, European Motor Breakdown Assistance then please contact the service provider using the number **you** rang to report **your** claim. The staff handling **your** claim should be able to resolve it.

If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to **our** Customer Relations Department where **we** will arrange to have it reviewed at the appropriate level. **We** will also contact **you** to let **you** know that **we** are reviewing **your** complaint.

Alternatively, **you** can contact ARAG's Customer Relations Department directly; they can be reached in the following ways:

By phone: 0344 893 9013 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For **our** mutual protection and training purposes, calls may be recorded).

By email: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

By post: ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

If **you** remain dissatisfied or **you** have not received a final decision within eight (8) weeks, **you** can refer **your** complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
**e** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

From within the **United Kingdom**

**t** 0800 0234 567

*calls to this number are free on mobiles and landlines*

0300 1239 123

*calls to this number costs no more than calls to 01 and 02 numbers*

From outside the **United Kingdom**

**t** +44(0)20 7964 0500

**f** +44(0)20 7964 1001

**Text Number:** 07860 027 586 (Call Back Service)

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

#### **Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this **policy**. If **you** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this **policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

## 02 The Meaning of Words in this Policy

Words with special meanings are defined here or in the part of the **policy** where they are used. Defined terms will be black and bold when used. Words using the singular should, where the circumstances require, be read in the plural.

The words below will have the following meanings where shown in black and bold throughout the **policy** unless a more specific special definition applies under a specific section:

**Act of terrorism** means an act, including using or threatening to use force or violence, which is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

**Administration fee(s)** means the amount **we** will charge **you** in addition to **your** premium for policy arrangement:

- New Business or Renewal for premiums less than £5,000 including IPT - **£30**
- New Business or Renewal for premiums more than £5,000 including IPT and less than £15,000 excluding IPT - **£100**
- New Business or Renewal for premiums more than £15,000 including IPT - **£175**

Please note that **our** administration fee does not include any administration charge that **your** broker may apply.

**Amendment to cover notice** means any notification of cover change issued to **you**.

**Agreed value** means the amount **your vehicle** is insured for and the amount **we** will pay if **your vehicle** is stolen and not recovered or totally destroyed. The **agreed value** is agreed by **you** and **us** as shown in the **schedule**. The amount should include the value at the inception date of the **policy**, all manufacturer fitted extras and modifications and any non-manufacturer extras or modifications approved by **us**.

**ARAG plc** means ARAG Legal Expenses Insurance Company Limited, Unit 4, Greenway Court, Bedwas, Caerphilly, CF83 8DW. Registered in England, number 02585818.

**ARAG Legal Expenses Insurance Company Limited** means ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited (commercial register number: HRB 103274), (FRN: 202106)

**Call Assist** means **Call Assist** Limited, Axis Court, North Station Road, Colchester, Essex, CO1 1UX. Registered in England and Wales, number 3668383.

**Certificate** means the document issued for each **vehicle you** insure with **us**. This is **your** evidence of motor insurance. **Your certificate** should be read together with the **policy**.

**Endorsement** means any change to the terms of the **policy** agreed in writing.

**European Union** means Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.

**Excess** means the amount for which **you** are responsible as the first part of each claim as shown in the **schedule**

**Green Card** is an International Motor Insurance Certificate. When travelling abroad in the EU or EEA member countries it is no longer a requirement to carry, and if requested, produce a “**Green Card**” document effective from 2/8/2021. It is highly recommended however that **you** ensure **you** have with **you**, and are able to produce evidence of Insurance in the form of a **Certificate** of Insurance. Please contact **your** insurance intermediary for further information should **you** have any questions.

**Household member** means any member of **your** household who permanently resides with **you** including **your** domestic employees, children studying away from home and any person living in the grounds of **your** residence.

**Identity fraud** means someone, or a group of people, knowingly using a means of identification belonging to **you** or a **named insured person** without **your** or a **named insured person's** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act, whether resulting from a theft from an **insured vehicle** or another covered loss under the **policy** during the **period of insurance**.

An act, or a series of acts, against one of **you** by one person or group of people is considered to be one **identity fraud**.

**Insured person** means any person permitted by **you** to drive, is legally entitled to drive and is entitled to drive in accordance with **your policy**.

**Insured vehicle** means any **vehicle**, or any private vehicle, including a courtesy vehicle, when used by **you** or a **named insured person** with the owner's permission. This does not include other vehicles owned by **you** or a **named insured person**, vehicles available for the regular use of **you** or a **named insured person**, or vehicles hired by any person other than **you** or a **named insured person**.

**KGM** means a trading name of DUAL Corporate Risks Limited. DUAL Corporate Risks Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 312593

**Loss of limb** means:

- a. in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; and
- b. in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire hand or arm.

**Loss of sight** means total and irrevocable **loss of sight** in one or both eyes.



**Market value** means the cost to replace an **insured vehicle** with one of similar make, model and condition. **We** decide this amount.

**Named insured person** means any **Insured person** whose name is stated on the **certificate**.

**New vehicle replacement** means the replacement of **your vehicle** with a new one of the same specification. This cover may apply, if **you** prefer, if the **vehicle** is deemed a **total loss** by **us** following a covered loss within 24 months from the date of first registration. The cost of the replacement **vehicle** must not exceed the **agreed value** during the first **policy** period. Past the first renewal date of **your policy** the cost of the replacement **vehicle** may exceed the **agreed value** if **we** deem it necessary to meet **our** obligation to **you**. **You** must be the first registered owner of the **vehicle** (other than a dealership) for this cover to apply. If **you** are not the first registered owner of the **vehicle** (other than a dealership) then **new vehicle replacement** only applies if the **vehicle** is less than 12 months old.

**No claims discount** means the document provided by **your** previous insurer confirming the number of years **you** or a **named insured person** has been driving each of **your vehicles** without making a claim. **We** will price **your** insurance based on **your** driving record and will not always ask for sight of this document. Should **your policy** be cancelled or lapsed, **we** will confirm the number of years **you** have been incident free whilst insured with **us**. **We** will only add these years to **your** previous **no claims discount** document if **we** have sight of the document from **your** last insurer.

**Non household member** means any person that does not permanently reside with **you** over the age of 30.

**Occurrence** means any one covered loss or accident which first occurs within the **policy** period and this **policy** applies.

**Period of insurance** means the **period of insurance** shown in **your** most recent **schedule**.

**Personal effects** means personal property owned by **you** or a **household member**.

**Policy** means this **policy** wording including the **schedule**, any **endorsements**, any **amendment to cover notice** and the **certificate**.

**Rental vehicle** means a vehicle that can be hired for a short period of time.

**Schedule** means the most recent document **we** sent to **you** showing **your** name, **your** address and **your** insurance details.

**Territorial limits** means the **United Kingdom**, the **European Union**, as well as the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus) or in transit by rail, sea, land (not under the **vehicle's** own power) or air between any countries listed in this definition.

**Total loss** means an **insured vehicle** is deemed beyond economical repair following a covered incident. An **insured vehicle** is considered a **total loss** when the salvage value plus the repair cost is equal to or greater than the amount of cover of the **insured vehicle**. The value of any salvage will be determined by **us** and any salvage will be disposed of in accordance with the ABI Code of Practice for the Disposal of Motor Vehicle Salvage. This decision will be made by **us**.

**Under the influence** means:

- a. having a blood alcohol level exceeding the prescribed limit as decreed by the **United Kingdom**, Channel Islands and the Isle of Man Road Traffic Act (or similar legislation of any other applicable country within the **territorial limits**) and/or;
- b. being **under the influence** of any illegal substance.

**United Kingdom** means England, Wales, Scotland and Northern Ireland.

**Vehicle** means a **vehicle** listed in the **schedule** for which a **certificate** has been issued bearing the registration number or chassis number of that **vehicle**. The **vehicle** must be under a hire purchase agreement, be leased to or belong to **you**, a **household member** or a direct family relation. A **rental vehicle** will not be covered unless agreed by **us**.

**We, us** and **our** means:

- a. under Sections 6, 7 and 8 **Zurich Insurance Company Ltd** – 100%
- b. under Sections 9 and 10, **ARAG plc** – 100%

**You** and **Your** means the person named in the **schedule** as the policyholder and a spouse or partner that permanently resides with them.

**Zurich Insurance Company Ltd** means Zurich Insurance Company Ltd, a public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

## 03 General Terms and Conditions that Apply to this Policy

KGM issues this **policy** which is provided by Zurich Insurance Company Ltd except for Section 9, Motor Legal Expenses Cover where cover is underwritten by ARAG Legal Expenses Insurance Company Limited and provided by ARAG plc and Section 10, European Motor Breakdown Assistance, where cover is underwritten by ARAG Legal Expenses Insurance Company Limited, provided by ARAG plc and serviced by Call Assist.

This **policy**, **your schedule** and **your certificate** sets out the contract between **you** and **us**. They should be read as one document. **You** agree to pay the premium shown in the **schedule** and comply with **your** responsibilities described in this **policy**. Cover for each section is only operative where indicated on **your policy schedule**.

Various provisions in this **policy** restrict or exclude cover. Read the entire **policy** carefully to determine **your** rights and duties, and what is and is not covered.

### Information You Have Given Us

In deciding to accept this **policy** and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete. If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- treat this **policy** as if it never existed;
- decline all claims; and
- retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- treat this **policy** as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- treat this **policy** as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

**We** will notify **you** in writing if i., ii. and/or iii. apply.

In accordance with the Cancellation and Cooling-Off Period Provisions, if there is no outstanding claim and ii. and/or iii. apply, **we** will have the right to:

- give **you** notice that **we** are terminating this **policy**; or
- give **you** notice that **we** will treat this **policy** and any future claim in accordance with ii. and/or iii., in which case **you** may then give **us** notice that **you** are terminating this **policy**.

### Changes that You Must Tell Us About

If there is any change in **your** circumstances or if the information **you** have provided is no longer true, valid or up to date, **you must** tell the intermediary who arranged the **policy** for **you** as soon as is reasonably possible as this may affect **your policy** and **your** ability to claim under it. **You** must tell **us** immediately and confirm:

- if **you** sell a **vehicle**;
- if **you** purchase a new vehicle that **you** want to insure with **us**;
- if **you** want to add a new **household member** or **insured person** to the **policy**;
- of all accidents, claims or losses including fire, theft, vandalism and malicious damage in the last 3 years, involving **you** or an **insured person**, to any vehicle whether insured by **us** or not;
- of all motoring convictions in the last 5 years (or 3 years for fixed penalty offences). If a motoring offence resulted in a custodial sentence, then **you** must tell **us** about all unspent convictions under the Rehabilitation of Offenders Act 1974;
- if **you** or an **insured person** have been convicted of, or received a police caution for, or charged with but not yet tried for, any non-motoring related offence other than those spent under the Rehabilitation of Offenders Act 1974;
- if **you** have had an insurer invoke cancellation, refuse to renew or agree to accept cover but only with special terms;
- if **you** have been declared bankrupt, had bankruptcy procedures taken against **you**, received a County Court judgment or entered into an arrangement with creditors;
- if **you** have not given **us** a true representation of **your** driving experience;
- if there is any modification to **your vehicle** from the manufacturer's standard specification (manufacturer options are classed as standard specification);
- if **you** have not provided **us** with true and accurate information for all persons who are named on the **policy**. This includes: dates of birth, type of licence, period licence held, period of residency in the **United Kingdom**, Channel Islands and the Isle of Man;
- if the windscreen to any **vehicle** shows any sign of damage before the **policy** inception, or before the **vehicle** was added to the **policy** mid-term;
- if any **vehicle** is used for hire & reward;
- if any **vehicle** is not used for the use as defined on the **certificate**;
- if **you** are buying and selling cars for profit or trade;
- of all types of employment that **you** receive income from or are named as a Director.

If **you** are in any doubt please contact **your** intermediary without delay.

Upon receipt of **your** notification of any change in circumstance, **we** may amend the terms of this **policy** and or charge an additional premium.

No change or modification of this **policy** shall be effective except when made by written **endorsement** signed by **us**.

#### Concealment or Fraud

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **we**:

- a. will not be liable to pay the claim; and
- b. may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c. may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under c. above:

- i. **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the **occurrence** of a loss, the making of a claim, or the notification of a potential claim); and
- ii. **we** need not return any of the premium paid.

#### Claims Database

Under the conditions of **your policy** **you** must tell **KGM** about any insurance related incidents whether or not they give rise to a claim. When **you** tell **KGM** about an incident **KGM** may pass information relating to it to a database. **KGM** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at renewal to validate **your** claims history or that of any other **named insured person**.

#### Maintenance

**You** must ensure an **insured vehicle** is kept in a road worthy condition and take reasonable steps to protect any **insured vehicle** from loss or damage. If the condition of the **insured vehicle** or illegal tyres are considered to have contributed or caused the loss or damage, no cover will be provided under the **policy**. If the **insured vehicle** requires an M.O.T and is the subject of a **total loss** claim, **we** will settle the claim based on the **market value** in the absence of such a document.

#### Law

Unless some other law is agreed in writing between **you** and **us**, this **policy** will be governed by English law and practice and to the exclusive jurisdiction of the courts of England and Wales.

#### Construction, Severability and Conformance to Statute

- a. If any provision contained in this **policy** is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this **policy**.
- b. If any provision contained in this **policy** is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
- c. Any provisions of this **policy** which are in conflict with the statutes or regulations of the state or country wherein this **policy** is issued are hereby amended to conform to such statutes or regulations.
- d. In this **policy**, any reference to an Act or Order is, unless the contrary intention applies, a reference to that enactment as amended, extended or applied to any other enactment.

#### Rights of Third Parties

This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

#### Several Liability Clause

The liability of an insurer under this **policy** is several and not joint with other insurers party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this **policy**.

The proportion of liability under this **policy** underwritten by an insurer is shown in this **policy**.

Although reference is made at various points in this clause to “this **policy**” in the singular, where the circumstances so require this should be read as a reference to **policies** in the plural.

### Cooling Off Period

**You** can cancel this **policy** by notifying **us** through **KGM** within fourteen (14) days of either:

- the date **you** receive this **policy**; or
- the start of **your period of insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **you** have made a claim in which case the full annual premium is due.

### Your Cancellation

**You** may cancel this **policy** at any time by notifying **us**.

Cancellation cannot be backdated and will take effect from the date **we** receive notification from **you** or **your** intermediary. The portion of **your** premium assigned to the Motor Legal Expenses Cover will not be refunded. If **you** have not made a claim during the **period of insurance**, **we** will refund the proportion of any remaining premium **you** have paid calculated on a proportional daily basis depending on how long the **policy** has been in force. If **you** have made a claim during the **policy** period no refund will be paid.

### Our Cancellation

**We** can cancel this **policy**, if there is a valid reason to do so, including for example:

- any failure by **you** to pay the premium; or
- a change in risk which means **we** can no longer provide **you** with insurance cover; or
- non-cooperation or failure to supply any information or documentation **we** request, such as details of a claim;

by giving **you** fourteen (14) days' notice in writing. If **you** have not made a claim during the **period of insurance**, **we** will refund the proportion of any remaining premium **you** have paid calculated on a proportional daily basis depending on how long the **policy** has been in force. If **you** have made a claim during the **period of insurance** no refund will be paid.

### Payment of Premium

**Your** premium must have been paid for in full before **we** make any payment under this **policy**. Following a **total loss** **we** will deduct any outstanding premium for the **period of insurance** from any payment payable to **you**.

### Auto-Renewal

**We** will invite **your policy** for renewal at the end of the **period of insurance** unless **you** inform **us** or **we** inform **you** to the contrary. While there is no obligation to renew with **us**, if **you** do not wish to renew **your policy**, **you** must advise **your** intermediary before the expiry of the **period of insurance** to avoid any premium becoming due to **us**.

### Other Insurance

If a loss covered by this **policy** is also covered by other insurance, **our** cover will be secondary to any other insurance in force.

If **you** are a named driver on a policy that is insuring a vehicle **you** have borrowed, **our** cover will not apply.

### Losses Not Covered by this Policy

If, by law, **we** must make a payment that is not covered by the **policy**, **we** have the right to recover the payments from **you**.

### Transfer of Rights

If **we** make a payment under this **policy**, **we** will assume any recovery rights **you**, or any **insured person** has in connection with the loss, to the extent of any payment **we** have made under this insurance **policy**. **You** or an **insured person** must provide **us** with all the information and assistance possible for **us** to achieve a settlement and must do nothing after a loss to prejudice such rights.

### Return Premiums and Additional Premiums

If **you** make any amendments to **your policy** and the resulting pro-rata additional or return premium is less than £50 **we** will not apply this amount and the return or additional premium due shall be nil.

If **you** have made a claim during the **policy** period no refund will be paid. This is also applicable where a claim has been made to an **insured vehicle** being removed from **your policy** midterm where the **policy** remains in force and only cover is cancelled for the **insured vehicle** which was subject to the loss.

### Fraud Prevention and Detection

In order to prevent and detect fraud **we** may at any time:

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

1. help make decisions about the provision and administration of insurance, credit and related services for **you** and **insured persons**.
2. trace debtors or beneficiaries, recover debt, prevent fraud.
3. check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity.

c. undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **we** access or contribute to.

#### Motor Insurance Database

**Your** insurance cover details will be added to the Motor Insurance Database, run by the Motor Insurers' Information Centre (MIIC). This has been set up to help identify uninsured drivers, and may be searched by the police to help confirm who is insured to drive. If there is an accident, the Database may be used by insurers, MIIC and the Motor Insurers' Bureau to identify relevant **policy** information. **You** can ask **us** for more information about this, or at [www.miic.org.uk](http://www.miic.org.uk). **You** should show this notice to anyone insured to drive a **vehicle** covered under this **policy**.

#### Sanctions

**We** shall not provide any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

#### Data Protection Notice

This Data Protection Notice explains what personal information is collected and how this is used. It tells **you** about the registers and databases that **we** and others have in place that help to detect and prevent fraudulent applications and claims, and must be shown to any party related to this insurance. In accepting this Insurance it will be understood that **you** have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**We** will process your details in accordance with the Data Protection Act and/or other applicable legislation in force. **You** are entitled to receive a copy of the information **we** hold about **you**. If **you** require a copy of **your** data or have any questions please contact:

Data Protection Officer (DPO)  
DUAL Corporate Risks Limited  
One Creechurch Place  
London, EC3A 5AF  
E-Mail: [DPO@dualgroup.com](mailto:DPO@dualgroup.com)

For more information on the Data Protection Act **you** may also write to the Office of the Information Commissioner at:

Wycliffe House  
Water Lane  
Wilmslow, Cheshire, SK9 5AF  
Tel: 0303 123 1113 or 01625 54 57 45  
E-Mail: [mail@ico.gsi.gov.uk](mailto:mail@ico.gsi.gov.uk)

#### Your Data

It is necessary to collect **your** personal data so that Underwriters can assess/ administrate the terms of **your policy**, claims or losses. Personal data includes:

- Contact Data
- Profile Data
- Sensitive Personal Data
- Correspondence Data

Please be aware that only where relevant **we** use and may share **your** details with approved partner service providers/professional advisers including those that operate, process or share data outside of the European Economic Area and suitable safeguards are in place to ensure data is secure for purposes including but not limited to:

- Underwriting
- Fraud Prevention
- Claims Management
- Complaints Handling
- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services aimed at reducing the level of uninsured driving

Any organisations or bodies **we** share **your** data with will only use **your** data for the purposes set out in **our** Privacy Policy which can be viewed on **our** website at [www.kgminsurance.co.uk](http://www.kgminsurance.co.uk). A paper version is also available upon request. Before sharing **your** data with any third party, **we** will ensure that the third party has the appropriate technical and organisation measures in place to protect **your** data. Please see the Privacy Policy for details of **your** rights not covered more specifically in this notice.

## 04 How to make a Claim

We want **your** claim to be settled swiftly and in full so that **you** may put the event leading to a claim behind **you** as soon as possible.

To make a claim for glass, European Motor Breakdown Assistance, Legal Expenses, Liability or Physical Damage, call **our** 24 hour, 7 days a week helpline:

**From within the UK: 0330 175 6072**

**From outside the UK: +44 330 175 6072**

**Your policy** details the terms, conditions and level of cover that applies. In the event of an incident that may give rise to a claim **you** must:

1. not admit liability;
2. report the incident to the police if **you** suspect that a crime has been committed and obtain a crime reference number;
3. take all reasonable measures to prevent or reduce the likelihood of further loss or damage;
4. provide **us**, via **your** insurance intermediary, with the information that **we** or they require.

If **you** are being held responsible for injury or damage **you** must send to **us** or **your** insurance intermediary all correspondence **you** receive as soon as practicably possible. **You** or an **insured person** must not admit liability or make any promise of payment without **our** consent, otherwise **we** may not have to pay the claim.

If **your** claim is valid **we** will:

- arrange for the repatriation of **you** or the **insured person** and **your** or the **insured persons** passengers;
- where necessary recover the **insured vehicle** to a repairer of **your** choice or if **you** prefer to a repairer approved by **us**;
- where necessary arrange for a courtesy car following a covered loss;
- inspect, approve and authorise any repairs to the **insured vehicle**;
- clean the **insured vehicle** on completion of any repairs;
- where appropriate return the **insured vehicle** to **you**;
- collect any courtesy car from **you**;
- guarantee the repairs to the **insured vehicle** if carried out by an approved repairer for a period of 3 years.

Calls may be monitored or recorded.

### Motor Legal Expenses Cover

Motor Legal Expenses Cover is underwritten by ARAG Legal Expenses Insurance Company Limited and provided by ARAG **plc**.

If **you** are involved in an accident which is not **your** fault please contact **us** as soon as possible.

1. Under no circumstances should **you** instruct **your** own solicitor as **we** will not pay any costs incurred without **our** agreement.
2. Lines are open 24 hours a day, 365 days a year for motor claims reporting; please telephone 0333 000 7906.
3. **We** will require details of the accident and names and addresses of all parties involved including any witnesses.
4. If the advisor believes the accident is not **your** fault, **we** will arrange for:
  - a legal expert to contact **you** who will help claim back **your** losses and obtain compensation for any injuries
  - **you** to be contacted to assess **your** need and suitability for a replacement vehicle.
5. Ensure that no contact is made with anyone else regarding claiming back **your** losses or compensation for personal injury until **you** hear from **us**.

### European Motor Breakdown Assistance

European Motor Breakdown Assistance is underwritten by ARAG Legal Expenses Insurance Company Limited, provided by ARAG **plc** and serviced by **Call Assist**.

What to do if **you** breakdown.

1. Please have the following information ready as it will be needed to check **your policy** cover:
  - **your insured vehicle** registration
  - the precise location of **your insured vehicle** (or as accurate as **you** are able in the circumstances)
  - **your** return telephone number.
2. **Our** operator will take **your** details and make the necessary arrangements to assist **you**. **Your** mobile phone must therefore be switched on and available to take calls at all times. To help **our** operator to provide a quality service, **your** calls will be recorded.
3. Stay safe but remain with or near to **your insured vehicle** until the recovery operator arrives. Once the recovery operator arrives at the scene please be guided by their safety advice.
4. If **you** breakdown on a UK motorway and have no means of contacting **us** or are unaware of **your** location, **you** should use the nearest SOS box and advise the police of **our** telephone number; they will contact **us** to arrange assistance. If the police are present at the scene please advise them that **you** have contacted **us** or give them **our** telephone number to make contact on **your** behalf.
5. If **you** breakdown outside of the UK on a motorway or major public road, the local highway authority may require **you** to use a local private towing service. **You** will need to use the SOS phones to call for assistance. The private towing service will tow the **insured vehicle** to a place of safety and **you** will be required to pay for the service immediately. **You** can then contact **us** for further recovery and assistance. Please retain **your** receipts. If **you** change **your vehicle**, **you** must notify **your** intermediary. Please include the existing registration, the new registration, make, model and colour of **your new vehicle** and the date **you** wish to make the change. If **you** do not notify the new **vehicle** details **our** operator may be unable to supply **you** with a service.



## 05 General Exclusions

The following exclusions apply to the whole of the **policy**. Any additional exclusions are shown in the sections to which they apply and/or on **your schedule**.

This insurance does not cover the following:

1. Any loss, damage or liability arising out of a deliberate act by **you** or an **insured person** or by anyone acting on **your** behalf.
2. Any loss, damage or liability arising directly or indirectly from biological or chemical contamination.
3. Any loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
4. Any loss, damage or liability caused directly or indirectly by war, acts of foreign enemies, hostilities (whether war is declared or not), invasion, civil war, rebellion, revolution, insurrection or military or usurped power or the destruction or seizure of any **insured vehicle** for a military purpose.
5. Any loss, damage or liability caused by the confiscation, destruction or seizure of property by any military, government or public authority.
6. Any loss, damage or liability arising from:
  - a. airport service vehicles;
  - b. **vehicles** being used on those parts of airport premises to which the public do not have free vehicular access.
7. Any diminution in value of any **insured vehicle** following a loss.
8. Any loss, damage or liability arising from participation in or instruction or preparation for any racing (formally or informally, against another motorist whether on a road or track), rallies, trials, pace-making or speed testing in any prearranged or organised event (including but not by way of limitation the Gumball Rally or Cannonball Run) or any on track use (including but not by way of limitation, the Nürburgring)
9. Any person who uses an **insured vehicle** without the owner's permission.
10. Any loss, damage or liability arising from the use of any **insured vehicle** for carriage of own goods, hire and reward, courier and haulage.
11. Any loss, damage or liability arising from the operation of any **insured vehicle** that has been hired, leased or loaned by **you** or any **insured person** for a fee to any other person. This exclusion does not apply to any courtesy vehicle provided to **you** whilst **your vehicle** is being repaired or whilst a claim is being settled or to any self drive hire vehicle covered under this **policy** as a temporary **insured vehicle**.
12. Any death or injury of any employee arising out of his or her employment by **you** or an **insured person** if cover for such person is provided under an employer's liability insurance policy that complies with current **United Kingdom**, Channel Islands and the Isle of Man compulsory employer's liability legislation, or any similar legislation of any other applicable country within the **territorial limits**.
13. Any vehicle with less than four wheels unless agreed with **us** and noted in the **schedule**.
14. Any loss or damage caused to an **insured vehicle** by wear and tear, mechanical or electrical breakdown or any damage caused by a computer error or malfunction or an error in computer programming.
15. In respect to Third Party Liability Cover, any loss, damage or liability resulting from or in connection with any **act of terrorism** except in so far as necessary to comply with the **United Kingdom**, Channel Islands and the Isle of Man Road Traffic Act.
16. Any claim where **you** or an **insured person** would be entitled to be paid under any other insurance if this **policy** did not exist, except for any amount in excess of the amount that would be covered under the other insurance.
17. Any bus, coach or vehicle with 10 or more seats including that of the driver.
18. Any waterborne vessel, aircraft, hovercraft or other vehicle not designed to run on land unless amphibious which is licenced to go on highways (but not including any waterborne exposure).
19. Any loss involving the ownership, operation, maintenance or use of any vehicle the principal use of which is:
  - a. the transportation of high explosives such as nitroglycerine, dynamite or any other similar explosive;
  - b. the bulk transportation of liquid petroleum or gasoline;
  - c. the transportation of gasses in liquid, compressed or gaseous forms.
20. Any claim under Section 6, Physical Damage Cover and Section 7, Additional Covers if at the time of the loss or damage **you** or an **insured person** was **under the influence**.
21. Any loss, damage or liability arising out of any **insured vehicle** being impounded, seized or taken custody of because of an infringement of a **United Kingdom**, Channel Islands or the Isle of Man law at the time of inception of cover.
22. Any loss, damage or liability arising at a time when **you** are using the **insured vehicle** unlawfully and/or whilst in contravention of any applicable law/regulation.

## 06 Physical Damage Cover

Physical Damage cover only applies to **your policy** if shown in **your schedule**. Please check to ensure this cover has not been deleted by an **amendment of cover notice** or an **endorsement** detailed on **your schedule**.

### What is covered

Under this section, **we** will cover loss or physical damage to an **insured vehicle** occurring during the **period of insurance** anywhere within the **territorial limits**.

### What is not covered

- The **excess** applied to the **insured vehicle** which is the subject of the loss, unless the **insured vehicle** is a **total loss**. Please check for any specific driver **excess** amounts detailed on **your schedule**.
- Loss of use of the **insured vehicle**.

### How we will pay your claim

#### Amount of cover

**Your vehicle(s)** are insured for the amount shown in **your schedule** however, **you** agree that **we** may change this amount when the **policy** is renewed to reflect current costs and values.

Each **vehicle** listed in **your schedule** is insured for an **agreed value**, unless stated otherwise on **your schedule**. An **insured vehicle** not listed in **your schedule** is insured for its **market value**.

### Payment basis

#### Total loss

If an **insured vehicle** is declared a **total loss** **we** will pay **you** the **agreed value** unless **you** choose **new car replacement** or **market value** applies. If there is already damage to the **insured vehicle** from a previous incident, **you** agree **we** may reduce **our** payment by the amount it would cost to repair the previous damage.

An **insured vehicle** is considered stolen when it is stolen and not recovered within 30 days of its theft.

When **we** pay for a **total loss**, the salvage becomes **our** property.

If a stolen **insured vehicle** is recovered **we** will pay for any covered damage following the theft.

When **we** pay for a **total loss** **we** will deduct from the amount of cover any amount required to be paid to discharge any outstanding finance agreement associated with the **insured vehicle**.

If within 14 days of **you** being notified of the **insured vehicle** being a **total loss** **you** replace with a new **insured vehicle**, it will be treated as a substitution. There may be an additional premium incurred if the **insured vehicle** is not considered a like for like replacement by **us** but no return premium would be given when replacing the **insured vehicle** that was subject to the **total loss**.

If the **insured vehicle** deemed a **total loss** is not replaced within 14 days then no return premium will be given and a new **insured vehicle** would be treated as an additional vehicle therefore incurring an additional premium charge to add the new **insured vehicle** to **your policy**.

If the **insured vehicle** that is a **total loss** is the only vehicle on **your policy** and not replaced the **policy** will be cancelled with no return premium due to the **total loss**.

### Partial loss

If an **insured vehicle** is partially damaged, **we** will pay the amount required to repair or replace, whichever is the least, the damaged part without deduction for depreciation, up to the amount of cover for each **occurrence**. Subject to availability **we**, will replace the damaged part with the original manufacturers part.

**We** use a panel of expert repairers however, **you** may wish to use **your** own repairer of choice.

**We** must approve and authorise all repairs and/or hire before any work commences otherwise **we** may not pay **your** entire claim.



## 07 Additional Covers

These covers are provided if Section 6, Physical Damage Cover applies to **your policy** and are in addition to the limits shown on **your schedule** unless stated otherwise. The **excess** applicable to the **insured vehicle** applies to these covers unless stated otherwise. Exclusions are described in Section 5.

### Audio and Electrical Equipment

In the event of a covered loss **we** will also cover the following for loss or damage if the cost of replacement is included in the **agreed value**. If it is not included in the **agreed value** there will be no cover for such equipment.

- a. The following equipment if permanently installed in or removable from a housing unit within the **vehicle** and designed to be operated only by the power of the **vehicle**:
  - radios, tape players, CD players & DVD players;
  - televisions;
  - global positioning systems or similar equipment including their accessories and antennas.
- b. Telephones if permanently installed in the **vehicle** and designed to be operated only by the power of the **vehicle**, including their accessories and antennas.

**Your excess** does not apply to this additional cover.

### Glass Cover

**We** provide window and sunroof glass replacement in the event of a covered loss to any listed **vehicle**.

A £100 **excess** applies to this additional cover. However, if the glass is repaired, the **excess** does not apply. A courtesy vehicle is not provided following a claim under this section of **your policy**.

### Lock Replacement

In the event of damage to locks on a **vehicle** or in the case of the theft or loss of keys, ignition card or lock transmitter of any **vehicle**, **we** will pay for the necessary replacement cost of:

- a. all external locks of the **vehicle**;
- b. the ignition/steering lock if this is operated by the same key; and
- c. the lock transmitter and/or central locking interface.

A courtesy vehicle is not provided following a claim under this section of **your policy**.

**Your excess** does not apply to this additional cover.

### Personal Effects

**We** will pay for **your** or a **household member's personal effects** in an **insured vehicle** that are lost or damaged due to an accident or to fire, theft or attempted theft during the **period of insurance** up to a total amount of £1,500.

**Your excess** does not apply to this additional cover.

### Pairs and Sets

If **your vehicle** is involved in a covered loss and **we** cannot match the upholstery, a replacement wheel or any other part of **your vehicle** that forms part of a pair or set **we** will pay up to £10,000 to replace the matching parts of the damaged item.

Any damaged or undamaged item will become **our** property.

### Psychiatric Cover

If as a direct result of a covered loss **you** or a **named insured person** is injured and unable to drive, **we** will pay up to £5,000 for psychiatric services as recommended by a qualified mental health professional when incurred within 1 year of the date of the covered loss. If **your policy** is cancelled **our** payments will cease the date **your policy** is cancelled.

**We** do not provide this additional cover if at the time of the covered loss **you** or an **insured person** is **under the influence**.

### Courtesy Vehicle

If a **vehicle** cannot be used because of a covered loss **we** will provide **you** or a **named insured person** with a courtesy vehicle for the period of time that the **vehicle** is being repaired or until the theft or **total loss** claim is settled.

If **you** accept a courtesy vehicle provided by the repairer then **we** will not apply **your excess** if it is less than £1,000.

If the courtesy vehicle provided by the repairer is not satisfactory to **you**, **we** will replace it with a courtesy vehicle which is similar to the **vehicle** subject to the claim. However, **your excess** will apply.

The most **we** will pay under this additional cover for each accident is £4,000.

Provision of the courtesy vehicle will be subject to the terms and conditions of **our** approved replacement vehicle supplier and will be considered an **insured vehicle** for the time it is in **your** or a **named insured person's** possession.

**You** do not need to notify **us** if **you** or a **named insured person** are in possession of, or are using a courtesy vehicle.

#### Emergency Transportation/ Accommodation

If following a covered loss more than 50 miles from **your** or a **named insured person's** closest residence and **you** or a **named insured person** incur emergency transportation costs, **we** will pay such costs up to a maximum of £500.

In addition, **we** will pay up to a maximum of £1,000 for accommodation and meals.

**Your excess** does not apply to this additional cover.

#### Medical Expenses

**We** will pay up to £500 each for necessary medical expenses for **you** or a **named insured person**, incurred as a result of an accident during the **period of insurance**. Such medical expenses must arise out of injury to **you** or a **named insured person** while he or she is occupying an **insured vehicle**. This additional cover also applies if **you** or a **named insured person** is struck by another motor vehicle or trailer. The most **we** will pay for one **occurrence** is £3,000. **Your excess** does not apply to this additional cover.

#### Emergency Treatment

**We** will reimburse **you** or a **named insured person** using an **insured vehicle** for payment made under the **United Kingdom**, Channel Islands and the Isle of Man Road Traffic Act for emergency treatment incurred as a result of an accident during the **period of insurance**. **Your excess** does not apply to this additional cover.

#### Inability to Drive Following Injury

If **you** or a **named insured person** are unable to drive as a result of injury following an accident during the **period of insurance** which results in an insured claim under this **policy**, **we** will contribute towards alternative transportation costs, up to a maximum of £3,000 and for a maximum period of 12 months.

**Your** or a **named insured person's** inability to drive must be confirmed in writing to **us** by **you** or the **named insured persons** General Practitioner every 90 days from the date of the **occurrence** for this benefit to continue. **We** will not provide this cover if at the time the covered loss occurred **you** or a **named insured person** were **under the influence**. **Your excess** does not apply to this additional cover.

#### Inability to Drive due to Ill Health

If **you** or a **named insured person** has their driving licence revoked by the DVLA during the **period of insurance** as a result of being incapacitated due to ill-health, **we** will contribute towards **your** or a **named insured person's** alternative transportation costs, up to a maximum of £3,000 and for a maximum period of 12 months.

#### Foreign Use

**We** will cover **you** or a **named insured person** on a **vehicle** for trips to countries within the **territorial limits** commencing during the **period of insurance**. **We** must be notified if any trip is to exceed 90 days.

A **Green Card** when travelling abroad in the EU or EEA member countries is no longer a requirement effective from 2/8/2021. It is highly recommended however that **you** ensure **you** have with **you**, and are able to produce evidence of Insurance in the form of a **Certificate of Insurance**. **aurum** will provide cover subject to the compulsory insurance laws within the **territorial limits** being met.

#### Child Car Seats

If **you** or a **named insured person** has a child car seat in an **insured vehicle** and the **insured vehicle** is involved in an accident during the **period of insurance** involving impact damage, **we** will replace the child car seat with a new one of equivalent quality even if the child car seat itself is not damaged.

The **vehicle excess** does not apply to this additional cover.

### Personal Registration Plate Cover

If **you** or a **named insured person's vehicle** has a personalised registration number and the **vehicle** is stolen during the **period of insurance** and not recovered, **we** will pay up to £5,000 for the loss of use of the personal registration plate. When **we** pay for this loss, the personal registration plate and its use becomes **our** property.

**You** may repurchase the personal registration plate from **us** when the DVLA re-issue the plate for no more than the settlement amount. **Your excess** does not apply to this additional cover.

### Trailers

**We** will pay up to £5,000 during the **period of insurance** for theft or physical damage to a trailer or non-motorised Horsebox, which **you** or a **named insured person** own or are legally responsible for.

**Your excess** does not apply to this additional cover.

### Identity Theft

**We** will cover **you** or a **named insured person** for the following expenses incurred as a direct result of an **identity fraud** involving a **vehicle**:

- solicitor fees to defend a claim against **you** or a **named insured person** by financial institutions, to remove incorrect judgments, to challenge a consumer credit rating or to witness **your** or a **named insured person's** signature;
- the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;
- fees charged when **you** or a **named insured person** re-apply for a loan that was originally rejected;
- **your** or a **named insured person's** lost earnings because of time off work to talk to the police, financial institutions or credit agencies.

**We** do not cover **identity fraud** connected with **your** business, **your** profession or **your** occupation.

The most **we** will pay is £15,000 during the **policy** period.

### Disablement

If **you** or a **named insured person** are registered disabled as a result of a covered loss to a **vehicle** **we** will pay up to £10,000 towards the cost of any necessary relevant modifications to **your** or a **named insured persons vehicle**.

### Carjacking and Road Rage

**We** will pay for the reasonable costs, as agreed by **us**, shown below which are incurred by **you**, a **named insured person** whilst driving a **vehicle** as a result of any one road rage or carjacking **occurrence** within the **territorial limits**:

- up to £5,000 per person in respect of medical expenses incurred due to injuries sustained in a carjacking **occurrence** within 6 months of the carjacking **occurrence**;
- up to £5,000 per person in respect of psychiatric services as prescribed by a physician psychologist or other mental health professional as a result of a carjacking **occurrence** incurred within 6 months of the carjacking **occurrence**;
- up to £5,000 per person in respect of loss of income.

The maximum **we** will pay during the **period of insurance** for all carjacking and road rage expenses is £20,000. **Your excess** does not apply to this additional cover.

### No Claims Discount Protection

This cover may apply to one or more of **your vehicles** if the additional premium for **no claims discount** protection has been paid and the cover is shown in **your schedule**. For a **vehicle** to be eligible for protected **no claims discount** it must already be subject to a maximum **no claims discount**. If a **vehicle** has **no claims discount** protection **we** will only reduce **your no claims discount** following a claim under **your policy** if **you** have more than 1 blame loss which in **our** opinion **you** are responsible for in a three year period. This additional cover is not a guarantee against a premium increase or decrease at renewal.

### Personal Accident Cover

We will pay **you** or a **named insured person**, or the applicable estate, £30,000 for bodily injury in the event that an accident during the **period of insurance** involving an **insured vehicle** is the sole cause of:

- death;
- **loss of limb**;
- **loss of sight** in one or both eyes; or
- a career ending injury if **you** or a **named insured person** is a professional sports person.

For the purpose of this cover a career ending injury means irrecoverable disablement which permanently and totally incapacitates **you** or a **named insured person** for a continuous period of 12 months, and **you** or the **named insured person** is medically determined to have no likely hope of improvement sufficient to participate in their sport ever again.

We do not provide this additional cover if the accident is caused directly or indirectly whilst **you** or a **named insured person** is **under the influence**. **Your excess** does not apply to this additional cover.

### Road Fund Licence

If following a covered loss **your** or a **named insured person's vehicle** is declared a **total loss** we will pay for the unexpired portion of the road fund licence unable to be recovered from the licencing authorities. **Your excess** does not apply to this additional cover.

### Multiple Vehicle Excess

If a **vehicle** is involved in an accident with another **vehicle** **you** will only pay the higher of the **vehicle excesses** once.

### Motor Trade, Valet Services and Chauffeurs

If a **vehicle** is involved in an accident whilst being driven by an individual involved in the motor trade, an individual providing a valet service or a chauffeur not listed as a **named insured person**, we will not apply the **vehicle excess**.

### Driving Other Cars

If over the age of 25, **you** or a **named insured person** will be covered under Sections 6,7,8,9 and 10 of this **policy** whilst driving another vehicle unless stated otherwise or an exclusion applies.

This additional cover only applies if the vehicle concerned:

- is not owned by **you** or a **named insured person**;
- is not available for the regular use of **you** or a **named insured person**;
- is registered with the DVLA, DVS or Isle of Man Government and is being driven in the **United Kingdom**, Channel Islands or the Isle of Man;
- is not being hired by any person other than **you**; and
- is not listed in **your schedule**.
- has active insurance in place in the name of the registered owner or the keeper of the vehicle.

If **you** or a **named insured person** is under the age of 25, only Sections 8, 9 and 10 of **your policy** will apply whilst driving another vehicle.

This additional cover is secondary to any other insurance that applies at the time of a loss.

### Uninsured Drivers

If an **insured vehicle** suffers loss or damage caused by an uninsured driver or a third party that is untraceable we will not reduce **your no claims discount** provided **you** have made all reasonable attempts to obtain the third party's details and we reasonably consider the accident not to be **your** or an **insured persons** fault.

In addition, we will not apply the **vehicle excess** if **you** or an **insured person** is involved in a non fault accident with an uninsured third party.

## 08 Liability

**Your** most recent **schedule** will show if third party liability cover applies to **your vehicles**. A **certificate** will have been issued for each **vehicle** that has third party liability cover and the **certificate** should be kept in **your vehicle**.

This section provides **you** and an **insured person** with third party liability cover as detailed below and applies whilst driving an **insured vehicle** anywhere in the **territorial limits**.

The defined terms, general terms and conditions and the general exclusions all apply to this section.

### What is covered

This **policy** provides **you** and an **insured person** with legal liability cover to compensate others for injury, death or damage to third party property (including the loss of use of damaged property) arising from the use of an **insured vehicle** (including a trailer or caravan whilst attached to an **insured vehicle**) during the **period of insurance**.

### Amount of cover

The most **we** will pay for third party property damage is £20,000,000 for any one **occurrence**.

The amount **we** will pay for injury or death of a third party, or injury or death of a passenger travelling in an **insured vehicle** is unlimited.

### Defence cover

**We** will defend **you** or an **insured person** against any legal action seeking damages for property damage or bodily injury. **We** will provide this defence with counsel of **our** choice and at **our** own expense, even if the legal action is groundless, false or fraudulent. **We** may negotiate, investigate and settle any such claim or suit at **our** discretion.

## 09 Motor Legal Expenses Cover

The cover under this section is provided by ARAG plc.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited registered address Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company number 103274.

The General Terms and Conditions and General Exclusions all apply to this section of the **policy**.

### Meaning of words and terms applying to this section of your policy

The following words or phrases have the same meaning wherever they appear in **bold** within this section. If a term below is also defined in 02 The Meaning of Words in this Policy the definition below replaces the meaning for purposes of this section.

<b>Appointed advisor</b>	The solicitor or other advisor appointed by <b>us</b> to act on behalf of the <b>insured</b> .
<b>Collective conditional fee agreement</b>	A legally enforceable agreement entered into on a common basis between the <b>appointed advisor</b> and <b>us</b> to pay his or her professional fees on the basis of “no-win no-fee”.
<b>Conditional fee agreement</b>	A legally enforceable agreement entered into between the <b>insured</b> and <b>appointed advisor</b> for paying their professional fees on the basis of “no-win no-fee”.
<b>Insured</b>	<b>You</b> and any driver or passenger in or on an <b>insured vehicle</b> with <b>your</b> permission.
<b>Insured vehicle</b>	The vehicle specified in <b>your</b> motor insurance <b>policy</b> and any trailer or caravan attached to it.
<b>Insurer</b>	ARAG Legal Expenses Insurance Company Limited (commercial register number: HRB 103274), (FRN: 202106).
<b>Legal costs &amp; expenses</b>	<ol style="list-style-type: none"><li>Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the <b>appointed advisor</b> on the Standard Basis, and agreed in advance by <b>us</b> or Fixed Recoverable Costs. The term “Standard Basis” can be found within the Court’s Civil Procedure Rules Part 44.3.</li><li>Other side’s costs and disbursements where the <b>insured</b> has been ordered to pay them or pays them with <b>our</b> agreement.</li></ol>
<b>Reasonable prospects of success</b>	This means that it is always more likely than not that: <ul style="list-style-type: none"><li>the <b>insured’s</b> claim or appeal will be successful, and</li><li>any judgement being sought by the <b>insured</b> will be enforced.</li></ul>
<b>Territorial limit</b>	The United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union.
<b>We/us/our</b>	<b>ARAG plc</b> who is authorised under a binding authority agreement to administer this insurance on behalf of the <b>insurer</b> .
<b>You/your</b>	The person(s) named in the motor insurance <b>policy schedule</b> to which this <b>policy</b> attaches.

### When this policy helps

This policy will help the insured if an event which is another party's fault:

- a. damages the insured vehicle and/or personal property in or on it, and/or
- b. injures or kills the insured whilst in or on an insured vehicle.

### How this policy helps

The insurer will pay the insured's legal costs & expenses up to £100,000 (for all claims arising from or relating to the same original cause including the cost of appeals) subject to all the following requirements being met.

- a. You have paid the insurance premium.
- b. The insured keeps to the terms of this policy and cooperates fully with us.
- c. The accident happens in the territorial limit.
- d. The claim
  - i. always has **reasonable prospects of success**; and
  - ii. is reported to **us** during the **period of insurance**; and as soon as possible after the accident.
- e. Unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** before proceedings have been or need to be issued.
- f. The claim falls under the jurisdiction of a court or the Motor Insurers' Bureau and in the **territorial limit**.
- g. The **insured** enters into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement** with us) where legally permitted.

### When this policy does not help

The **insurer** will not cover any claim arising from or relating to:

- 1. **legal costs & expenses** incurred before **we** accept a claim or without **our** written agreement
- 2. a contract
- 3. defending any claim other than appeals against **you (your motor insurer may help with this)**
- 4. an accident that happens before the start of the **policy**
- 5. fines, penalties or compensation awarded against the **insured**
- 6. a group litigation order
- 7.
  - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii. radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - iii. war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - iv. pressure waves from aircrafts or other aerial devices travelling

at sonic or supersonic speed

- v. any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the insurer alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon the insured.

### Policy conditions applying to this section of your policy

Where the insurer's risk is affected by the insured's failure to keep to these conditions the insurer can refuse a claim or withdraw from an ongoing claim. The insurer also reserves the right to claim back legal costs & expenses from the insured if this happens.

### The insured's responsibilities

An insured must:

- a. tell us immediately of anything that may make it more costly or difficult for the appointed advisor to claim back losses
- b. cooperate fully with us, give the appointed advisor any instructions we require, keep them updated with progress of the claim and not hinder them
- c. take reasonable steps to claim back legal costs & expenses and, where recovered, pay them to the insurer
- d. keep legal costs & expenses as low as possible
- e. allow the insurer at any time to take over and conduct in the insured's name, any claim.

### Freedom to choose an appointed advisor

- a. In certain circumstances as set out in b. below, the insured may choose an appointed advisor. In all other cases no such right exists and we shall choose the appointed advisor.
- b. The insured may choose an appointed advisor if:
  - i. **we** agree to start proceedings or proceedings are issued against an **insured**, or
  - ii. there is a conflict of interest
- c. Where the insured wishes to exercise the right to choose, the insured must write to us with their preferred representative's contact details. Where the insured chooses to use their preferred representative, the insurer will not pay more than we agree to pay a solicitor from our panel. (Our panel solicitor firms are chosen with care and we agree special terms with them including rates which may be less than those available from other firms.)
- d. If the insured dismisses the appointed advisor without good reason, or withdraws from the claim without our written agreement, or if the appointed advisor refuses with good reason to continue acting for an insured, cover will end immediately.

### Consent

- a. The insured must agree to us having sight of the appointed advisor's file relating to the insured's claim. The insured is considered to have provided consent to us or our appointed agent to have sight of their file for auditing and quality control purposes.
- b. An insured must have your agreement to claim under this policy.

### Settlement

- a. The insurer can settle the claim by paying the reasonable value of the insured's claim.
- b. The insured must not negotiate, settle the claim or agree to pay legal costs & expenses without our written agreement.
- c. If the insured refuses to settle the claim following advice to do so from the appointed advisor the insurer reserves the right to refuse to pay further legal costs & expenses.

### Barrister's opinion

We may require the insured to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim.

If the opinion supports the insured, then the insurer will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by us, then the insurer will pay for a final opinion which shall be binding on the insured and us. This does not affect the insured's right under the Disputes condition below.

### Disputes

If any dispute between the **insured** and **us** arises from this **policy**, the **insured** can make a complaint to **us** as described within Section 1, Complaints Procedure and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns the **insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

### Fraudulent claims and claims tainted by dishonesty

- a. If an insured makes any claim which is fraudulent or false, the policy may become void and all benefit under it may be lost.
- b. An insured shall at all times be entirely accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the insured has breached this condition and that the breach has:
  - i) affected our assessment of reasonable prospects of success, and/or
  - ii) prejudiced any part the outcome of the insured's claim the insurer shall have no liability for legal costs & expenses.

### Other insurance

The insurer will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

### Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments and rules referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English law.



## Additional services

### Legal and tax advice 0344 571 7977

If **you** have a legal or tax problem, **we** recommend that **you** call **our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers personal legal matters within UK, Isle of Man, Channel Islands and EU Law or personal tax matters falling within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

The helpline is subject to fair and reasonable use. What is fair will depend on individual circumstances. However, if **our** advisors believe that **you** are using the helpline too often they will tell **you**. If following that warning, **you** do not reduce calls to a more reasonable level, **we** can refuse to accept further calls.

### Consumer legal services website

Register at [www.araglegal.co.uk](https://www.araglegal.co.uk) and enter voucher code ARAG666CON to access ARAG's digital law guide and download legal documents and letters to help with consumer legal matters.

### Privacy Statement

This is a summary of how **we**, on behalf of the **insurer**, collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website: <https://www.arag.co.uk/data-legal/privacy-notice/>

## Collecting personal information

**ARAG plc** may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement. **We** may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

## Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations. We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

## Keeping personal information

We shall not keep personal information for any longer than necessary.

## Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.

## What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at [www.fscs.org](https://www.fscs.org)

# 10 European Motor Breakdown Assistance

This European Motor Breakdown Assistance Cover is underwritten by ARAG Legal Expenses Insurance Company Limited , provided by **ARAG plc** and serviced by **Call Assist**.

This section of **your policy** provides roadside assistance, vehicle recovery, home assist, overnight accommodation, alternative travel, European assistance, and message relay as detailed below for any **eligible vehicle** within the **territorial limits**.

The General Terms, General Conditions and General Exclusions all apply to this section of the **policy**.

## What is Covered

We will cover **breakdowns** during the **period of insurance** where an **insured person(s)** is travelling in an **eligible vehicle** or another person is driving **your eligible vehicle** with **your permission** at the time of the **breakdown**. We agree to provide the assistance services in this section of the **policy** keeping to the terms, conditions and exclusions as long as the **breakdown** happens during the **period of insurance** and within the **territorial limits**.

## Special Definitions Applying to this Section

<b>Breakdown</b>	An electrical or mechanical failure, accident, vandalism, fire, theft or attempted theft, flat battery, ignition key breakage or loss, accidental damage to tyres, running out of fuel or putting the wrong fuel in <b>your eligible vehicle</b> , occurring during the <b>period of insurance</b> which immediately renders the <b>eligible vehicle</b> immobile.
<b>Eligible Vehicle</b>	The car, motorcycle, van, horsebox, or campervan in which an <b>insured person</b> is travelling at the time of the breakdown, or any car, motorcycle, van, horsebox, or campervan which is listed as an <b>insured vehicle</b> on the <b>certificate</b> which is the <b>vehicle</b> declared to <b>us</b> , including an attached caravan/trailer which is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length and is ordinarily kept in the <b>United Kingdom</b> , Channel Islands or the Isle of Man.
<b>Insured person(s)</b>	<b>You</b> or any driver who is named on the <b>certificate</b> .
<b>Recovery Operator</b>	The independent technician <b>we</b> appoint to attend the <b>breakdown</b> .
<b>Suitable Repairer</b>	Any appropriately qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken.
<b>Territorial limit</b>	The <b>European Union</b> , the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).
<b>We, us, our</b>	In respect of this section of <b>your policy</b> , <b>Call Assist</b> and/or <b>ARAG plc</b> who is authorised under a binding authority agreement to administer this insurance on behalf of the insurer, ARAG Legal Expenses Insurance Company Limited, (or appointed agents on its behalf).

## Services Provided

1	<b>Roadside Assistance</b>	<b>We</b> will pay the callout charge and up to one hour's labour costs for a <b>recovery operator</b> to attend the scene of the <b>breakdown</b> , and where possible, carry out emergency repairs.
2	<b>Vehicle Recovery</b>	If the <b>eligible vehicle</b> cannot be repaired within one hour at the scene of the <b>breakdown</b> , <b>we</b> will pay for the cost of transporting the <b>eligible vehicle</b> , the driver and up to 7 passengers to a <b>suitable repairer</b> , <b>your</b> home address, or the <b>insured person's</b> original destination.
3	<b>Home Assist</b>	<p><b>We</b> will send help to <b>your</b> home address in the event of a <b>breakdown</b>.</p> <p>If, in the opinion of the <b>recovery operator</b>, they are unable to repair the <b>eligible vehicle</b> at the roadside, <b>we</b> will arrange and pay for the <b>eligible vehicle</b> and the driver to be transported to the nearest garage which is able to undertake the repair.</p>
4	<b>Overnight Accommodation</b>	<p>If <b>we</b> decide to provide overnight accommodation <b>we</b> will pay up to £100 per person for one night for the driver and up to 7 passengers.</p> <p><b>You</b> must pay the hotel bill, but <b>we</b> will pay <b>you</b> back on receipt of the relevant bill(s) subject to the £800 limit.</p>
5	<b>Alternative Travel</b>	If the <b>eligible vehicle</b> is taken to the nearest garage able to undertake the repair and the repair cannot be completed within the same working day, <b>we</b> will pay up to £250.00 towards the cost of alternative transport or car hire. <b>We</b> will also pay the cost of a single standard rail ticket for one person to return and collect the <b>eligible vehicle</b> . This service can only be used to complete a journey whilst the <b>eligible vehicle</b> is being repaired a minimum of 25 miles away from <b>your</b> home address.
6	<b>Misfuelling</b>	If <b>your eligible vehicle's</b> fuel tank is filled with the incorrect type of fuel, it may be necessary to carry out a drain and flush of <b>your eligible vehicle's</b> fuel tank at the roadside if possible or at a suitable garage where this is not possible. Occasionally misfuelling <b>your eligible vehicle</b> can cause extensive damage which a fuel drain and flush will not rectify. If <b>you</b> would prefer for the fuel drain and flush to be carried out by <b>your</b> preferred repairer, <b>our</b> operator will arrange for <b>your eligible vehicle</b> , <b>you</b> and <b>your</b> passengers to be recovered to a repairer of <b>your</b> choice within 10 miles of the breakdown. <b>You</b> must pay initially and <b>we</b> will reimburse <b>you</b> when <b>we</b> are in receipt of a valid invoice/receipt. The most <b>we</b> will pay is the cost of 10 litres of correct fuel and not more than £250 in total for each claim under Misfuelling.

7	<b>Keys</b>	<p>If <b>you</b> lock <b>your eligible vehicle</b> keys within <b>your eligible vehicle</b> and are unable to obtain a spare set on the same day, <b>we</b> will pay the call-out fee for a <b>recovery operator</b> who will attempt to retrieve the key where this is possible.</p> <p>If the <b>recovery operator</b> is unable to retrieve <b>your</b> key it is often possible to provide a replacement key at the scene. <b>You</b> will have to pay for the replacement key. If it is not possible to retrieve a locked-in key or if <b>you</b> have lost or broken <b>your</b> key and are unable to obtain a replacement key at the scene; if <b>you</b> are away from <b>your</b> home address <b>we</b> will pay the mileage charges to a place where <b>your eligible vehicle</b> can be stored securely, or <b>your</b> home address if it is nearer.</p>
8	<b>European Assistance</b>	<p>This section applies to any <b>breakdown</b> occurring outside the UK.</p> <p><b>We</b> will pay the callout charge and up to one hour's labour costs for a <b>recovery operator</b> to attend the scene of the <b>breakdown</b> and either carry out emergency repairs or transport the <b>eligible vehicle</b>, the driver, and up to 7 passengers to the nearest garage able to undertake the repair.</p> <p>If the <b>eligible vehicle</b> cannot be repaired within 48 hours or by <b>your</b> intended departure, whichever is the later, <b>we</b> will arrange for the <b>eligible vehicle</b>, the driver and up to 7 passengers to be transported to <b>your</b> home address. During this period <b>we</b> will reimburse the costs of alternative accommodation and alternative transport up to the value of £750 when <b>we</b> have received a valid receipt. Payment will be made in accordance with the exchange rate on the date of the claim.</p> <p>Due to local regulations and customs, the <b>insured person</b> may be required to provide copies of their driver's licence and the V5C registration document for the <b>eligible vehicle</b>. <b>You</b> will be held liable for any costs incurred if copies of the <b>insured person's</b> driver's licence or V5C registration document are not immediately available.</p> <p>Due to differing national standards and infrastructures abroad assistance may take longer in arriving. <b>We</b> will not be held liable for any delays encountered. In the event of a <b>breakdown</b> occurring on a continental motorway or major public road, <b>we</b> are sometimes unable to assist and <b>you</b> will often need to obtain assistance via the SOS phones. The local services will tow the <b>eligible vehicle</b> to a place of safety and <b>you</b> will be required to pay for the service immediately. <b>You</b> can then contact <b>us</b> for further assistance. <b>We</b> will pay a maximum of £200.00 towards reimbursement of these costs when <b>we</b> have received a valid receipt. Payment will be made in accordance with the exchange rate on the date of the claim.</p>
9	<b>Message Relay</b>	<p>When <b>you</b> claim for any <b>breakdown</b> <b>we</b> will forward a message to a member of <b>your</b> family, friend or work colleague if <b>you</b> would like this.</p>

### When We Cannot Help

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

### Special Exclusions

<b>The breakdown of the eligible vehicle</b>	<ul style="list-style-type: none"><li>• If it has knowingly been driven in an unsafe unroadworthy condition</li><li>• Which occurs while the <b>eligible vehicle</b> is being used for motor racing, trials, rallying, pace-making or speed testing or for hire or reward</li><li>• If it exceeds 3,500 kg gross vehicle weight, 5.18 metres long, 1.905 metres wide, or 2.44 metres high</li><li>• If it cannot be reached due to sand, mud, snow, or flood</li><li>• Where <b>we</b> have provided assistance for any symptoms related to a claim which has been made within the last 28 days, unless the <b>eligible vehicle</b> has been fully repaired at a <b>suitable</b> repairer, declared fit to drive by the <b>recovery operator</b> or is in transit to a pre-booked appointment at a <b>suitable</b> repairer.</li></ul>
<b>The cost of</b>	<ul style="list-style-type: none"><li>• Any vehicle storage charges incurred when <b>you</b> are using <b>our</b> services</li><li>• Removing contaminated fuel, supplying replacement parts, fluids or fuel or any other materials used in repairing <b>your eligible vehicle</b></li><li>• Any other repairs except those at the scene of the <b>breakdown</b></li><li>• Replacing broken windows or keys</li><li>• Parking charges or fines</li><li>• Anything which <b>you</b> would have incurred had no claim arisen</li><li>• Any charges arising from an <b>insured person's</b> failure to comply with <b>our</b> instructions or <b>our</b> approved agents' instructions in respect of the assistance being provided</li><li>• Any costs incurred before <b>you</b> have notified <b>us</b> of the <b>breakdown</b></li><li>• Any <b>eligible vehicle</b> which cannot be recovered by a standard trailer or transporter</li><li>• The recovery of a caravan or trailer on tow which exceeds 7 metres/23 feet in length (not including the length of the A frame or hitch)</li><li>• Returning the <b>eligible vehicle</b> to <b>you</b>, or expenses to collect the <b>eligible vehicle</b> following repair</li><li>• No more than six call-outs in the same <b>period of insurance</b></li></ul>

### Special Conditions Applying to this Section

An **insured person** must keep to the terms and conditions of this section of the **policy**.

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

An **insured person** must be present with the **eligible vehicle** when the **recovery operator** arrives.

**We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.

The transportation of any animal or livestock is undertaken solely at

**your** discretion and **we** accept no liability for the safety or welfare of any animal or livestock during its transportation.

This **policy** does not cover any damage to the **eligible vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. **We** will not pay for any losses that are not directly covered by the terms and conditions of this **policy**. For example, **we** will not pay for **you** to collect the **eligible vehicle** from a repairer or for any time that has to be taken off work because of a **breakdown**.

If the **eligible vehicle** is beyond economical repair **we** have the option to offer the **market value** of the **eligible vehicle** to **you** and pay for alternative transport home.

### Privacy Statement

This is a summary of how **we**, on behalf of the insurer, collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website: <https://www.arag.co.uk/data-legal/privacy-notice/>

### Collecting personal information

**ARAG plc** may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement. **We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

### Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations. **We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

### Keeping personal information

**We** shall not keep personal information for any longer than necessary.

### Your rights

Any person insured by this **policy** has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when **we** will not be able to delete personal data please refer to **our** full privacy statement.

### What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk)

## Notes

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