

Vehicle Excess Reimbursement, Total Loss Only Guaranteed Vehicle Hire and Motor Legal Expenses

INTRODUCTION

Thank you for choosing Vehicle Excess, Total Loss Only Guaranteed Vehicle Hire insurance and Motor Legal Expenses Insurance. The information in this policy wording contains important information and **We** have made it as easy as possible to understand. Please take time to read through it and contact **Us** if You need any further information.

SELLING BROKER

An FCA authorised intermediary, who is acting on behalf of the customer and able to advise upon, sell and administer general insurance products in the UK. Please check the **Certificate of Insurance** for details of the selling broker.

SECTION 1 - VEHICLE EXCESS AND TOTAL LOSS ONLY GUARANTEED VEHICLE HIRE

INSURER FOR THE VEHICLE EXCESS AND TOTAL LOSS ONLY GUARANTEED VEHICLE HIRE

This insurance is arranged by **Strategic Insurance Services Limited** and is underwritten by **Astrenska Insurance Limited**. **Astrenska Insurance Limited** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference No. **202846**. Registered in England No. **1708613**. Registered Office: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU.

WHAT MAKES UP THIS POLICY?

This policy wording and the **Certificate of Insurance** must be read together as they form **Your** insurance contract.

INSURING CLAUSE

This is a contract of insurance between **You** and the **Insurer**. In consideration of payment of the premium, the insurer will indemnify or otherwise compensate **You** against financial loss as described in and subject to the terms, conditions, limits and exclusions of this policy, occurring or arising during the **Period of Insurance** or any subsequent period for which the insurer agrees to accept a renewal premium.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) Supply accurate and complete answers to all the questions we or the selling broker may ask as part of **Your** application for cover under the policy.
- b) To make sure that all information supplied as part of **Your** application for cover is true and correct
- c) Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

JURISDICTION AND LAW

This insurance will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

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COOLING OFF PERIOD

Your selling broker will refund **Your** premium in full if, within 14 days, **You** decide that it does not meet **Your** needs or that **You** do not want this policy, provided **You** have not reported a claim. The 14 day statutory cancellation right applies from the date the contract is entered into, or from the date that contract documents are received, whichever is the later. Once the 14 days has expired, **You** have the right to cancel this insurance, however, no refund of premium will be due to **You**.

If **You** wish to request a cancellation then please contact **Your** selling broker from whom **You** purchased this policy

OUR RIGHT TO CANCEL

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

CONDITIONS APPLYING TO THE ENTIRE POLICY

1. This insurance is only valid if **You** are a permanent resident of the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
2. If any claim under this Policy is in any respect fraudulent or unfounded, all benefit paid and/or payable in relation to that fraudulent claim shall be forfeited and recoverable. **We** shall not be liable to **You** in respect of a relevant claim occurring after the time of the fraudulent act. For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to claims occurring before the time of the fraudulent act are unaffected; and
 - **We** need not return any Premiums paid
 - **We** may share information about the circumstances with other organisations, public bodies, authorities and law enforcement agencies for criminal investigation

DEFINITIONS -

Where **We** explain what a word means that word will be highlighted in **bold print** and will have the same meaning wherever it is used in the policy.

“**Annual Aggregate Limit**” means the maximum amount payable in the **Period of Insurance** as shown in **Your Certificate of Insurance**.

“**Business Use Class 3**” means the **Insured Person** and any **Named Driver(s)** using the **Motor Vehicle** for business, to solicit orders or to deliver pre-purchased goods. This also includes anyone who uses the **Motor Vehicle** to travel from customer to customer on commercial business.

“**Certificate of Insurance/Schedule**” this forms part of this policy document and contains the name of the **Policyholder** and gives details of the cover provided by this policy including the **Motor Vehicle** against which cover applies.

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“**Claims Administrator**” means Davies Group Limited.

“**Commencement Date**” means the date shown on the policy **Schedule** confirming when cover commences.

“**Commercial Use**” means the **Insured Person** and any **Named Driver(s)** using the **Motor Vehicle** as a taxi, minicab, limousine or driving school or being used for commercial use by sales representatives who have use and responsibility for their own company vehicle.

“**Condition**” is an obligation **You** must perform. If a **Condition** is not performed by **You**, **We** will not be under any liability to pay **You** anything under the terms of this policy.

“**Excess**” means the amount **You** are responsible for/have to pay under the terms of **Your Motor Insurance Policy**.

“**Hire Vehicle(s)**” is the class of vehicle shown on **Your** policy **Schedule**.

“**Hire Company(s)**” is the company that **We** instruct to give **You** the **Hire Vehicle**.

“**Hire Period**” is the maximum period of 14 days that **We** will pay for the **Hire Vehicle**. If within this period **You** receive **Your** cash settlement for **Your** vehicle claim, the **Hire Period** will be terminated 3 days after **Your** cash settlement has been issued to **You**.

“**Imminent Claim**” means an **Incident** that could give rise to a claim under this policy that **You** are or were aware of prior to the inception date of this policy that was to be or had just been reported under **Your Motor Insurance Policy**.

“**Incident**” means a claim occurrence under **Your Motor Insurance Policy** during the **Period of Insurance**.

“**Insured Vehicle**” means the **Motor Vehicle** identified as the **Insured Vehicle** in the policy **Schedule**.

“**Limit of Cover**” means the **Hire Vehicle** for the **Hire Period**, that may be utilised over a maximum of two claims covered by this policy in the insurance period.

“**Motor Insurance Policy**” means **Your** insurance policy covering social, domestic, pleasure, commuting, commercial or business up to and including business class 3 use by the **Policyholder** and/or a **Named Driver(s)**; issued by an authorised and regulated **Motor Insurer** to **You** in respect of **Your Motor Vehicle**.

“**Motor Insurer**” means an authorised UK **Motor Insurer**.

“**Motor Vehicle**” means one of the following as declared on **Your Certificate of Insurance**

- a) PRIVATE MOTOR also called a car (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers.
- b) BUSINESS CAR (not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers that is used for personal and/or commercial business.
- c) MOTORCYCLE (also called a motor bicycle or motorbike) which is constructed with two-wheels and powered by an engine
- d) COMMERCIAL VEHICLE not exceeding an uploaded weight of 44 metric tonnes being used for transporting goods.

of which **You** are the owner or which **You** are authorised to drive.

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“**Named Driver(s)**” means drivers in addition to **You** who are permitted to drive under the terms of **Your Motor Insurance Policy**.

“**Period of Insurance /Period of Cover**” means the period for which **We** have accepted the premium as stated in **Your Certificate of Insurance**.

“**Territorial Limits**” are England, Wales, Scotland and Northern Ireland.

“**Terrorism**” means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“**Third Party**” is the other person(s) and/or party(s) responsible for the **Incident** giving rise to a claim on the policy.

“**Total Loss**” means that **Your Insured Vehicle** has either been stolen and not recovered or it has been involved in a road traffic collision, malicious damage, fire or theft/attempted theft and **Your Motor Insurer** (or their authorised repairer) confirms to **Us** that it will be uneconomical to repair **Your** vehicle.

“**Waived or Reimbursed**” means where a third party has already made good the **Excess** shown in the schedule of **Your Motor Insurance Policy**.

“**We/Us/Our/Insurer**” means **Astrenska Insurance Limited**. Registered in England No. 1708613. Registered Office: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU.

“**You/Your/Insured Person**” means the person whose name appears at the top of **Your Certificate of Insurance**.

“**Your Claim**” means a claim by **You** against **Your** existing motor policy.

SECTION 1 (A) - EXCESS PROTECTION

COVER PROVIDED

1. Cover is provided for the **Excess** that **You** are responsible for following the successful settlement of any loss, destruction or damage for **Your Motor Vehicle** under **Your Motor Insurance Policy** in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. Where **You** were at fault the claim will be settled when **We** are in receipt of the settlement letter from **Your Motor Insurer**. For claims where **You** are deemed either partially at fault or not at fault if **Your Excess** is not recovered from the third party within 6 months from the date of the **Incident**, **We** will reimburse any **Excess** payment for which **You** have been made liable up to the **Annual Aggregate Limit** insured under the policy.
2. Cover will only operate when the **Excess** of **Your Motor Insurance Policy** is exceeded and following the successful claim payment.
3. The maximum amount payable under this policy will be the **Annual Aggregate Limit** as shown in **Your Certificate of Insurance**. Once the **Annual Aggregate Limit** is exhausted this policy is automatically cancelled and **You** are then liable for all and any future **Excess** payments as defined in **Your Motor Insurance Policy**.

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WHAT IS NOT COVERED (Exclusions)

1. Any claim that **Your Motor Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
2. Any claim that is refused under **Your Motor Insurance Policy**.
3. Any claim other than one relating to **Your Motor Vehicle** as shown on **Your Certificate of Insurance**.
4. Any claim where the **Motor Vehicle** is being used
 - for **Commercial Use, Business Use Class 3** or hire and reward unless **Your Motor Vehicle** has been declared as a **BUSINESS CAR, COMMERCIAL VEHICLE** or a **TAXI**
 - for any purpose in connection with the motor trade
 - in any competition, trial, performance test, race or trial of speed, including off-road events, whether between **Motor Vehicles** or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.
5. Any claim under **Your Motor Insurance Policy** which occurred prior to the **Period of Insurance** as shown on **Your Certificate of Insurance** that **You** were aware was an **Imminent Claim**.
6. Any claim notified to **Us** more than 31 days following the successful settlement of **Your** claim under **Your Motor Insurance Policy**.
7. Any contribution or deduction from the settlement of **Your** claim against **Your Motor Insurance Policy** other than the stated policy **Excess** for which **You** have been made liable.
8. Any claim that has been **Waived or Reimbursed**.
9. Any liability **You** accept by agreement or contract unless **You** would have been liable anyway.
10. Any claim arising from glass repair or replacement.
11. Any claim arising from breakdown or misfuel.
12. Any claim resulting from war and/or **Terrorism**.
13. Any claim resulting from:
 - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

CONDITIONS APPLICABLE

1. **Your Motor Excess Protection Insurance Policy** will continue to respond for the **Period of Insurance** or until **Your Annual Aggregate Limit** is exhausted; whichever comes first.
2. **Your Motor Insurance Policy** must be maintained, current and valid.
3. The **Insured Person** must match the name of the individual stated on **Your Motor Insurance Policy**.
4. In the event that any misrepresentation or concealment is made by **You** or on **Your** behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.

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5. Right of Recovery - **We** can take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under this policy.
6. Other Insurance - If **You** were covered by any other insurance for the **Excess** payable following the **Incident**, which resulted in a valid claim under this policy, **We** will only pay **Our** proportionate share of the claim.
7. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
8. **We** will only give **You** the cover that is described in this policy if **You** have complied with the terms and conditions under **Your Motor Insurance Policy** and all the terms and conditions of this insurance policy, as far as they apply.
9. **You** and any **Named Driver(s)** must have a current valid UK driving licence, or hold a full internationally recognised licence.
10. **We** have the right to approach any third party in relation to **Your** claim.

SECTION 1 (B) - TOTAL LOSS ONLY GUARANTEED VEHICLE HIRE

COVER PROVIDED

1. If the **Insured Vehicle** is declared a **Total Loss** and the **Incident** occurs within the **Territorial Limits**, **We** will arrange for a **Hire Vehicle** to be supplied to **You** for **Your** use until 3 days after payment has been issued to **You** in settlement of **Your** vehicle claim in any event not exceeding the **Limit of Cover** or **Hire Period**.
2. Use of the **Hire Vehicle** is covered for use within the **Territorial Limits** only.
3. The **Hire Vehicles** supplied are fully serviced, less than 3 years old and will be of the group or higher of that specified in **Your** policy **Schedule**.
4. **We** will aim to provide **You** with a **Hire Vehicle** within 24 hours of agreeing that **You** have a valid claim under this policy. If, due to circumstances beyond **Our** control and **We** cannot arrange a **Hire Vehicle** for **You**, **We** may, at **Our** discretion, reimburse transportation costs up to a maximum of £20.00 per day for the period **Your** vehicle is unavailable subject to the number of days cover provided under **Your** policy as shown on **Your** policy **Schedule** and the **Limit of Cover** not being exceeded.
5. If the **Insured Vehicle** has been professionally adapted or converted to carry a driver or passenger with disabilities and another suitable vehicle is not available, **We** will reimburse **Your** transportation costs up to a maximum of £20.00 per day for the period **Your** vehicle is unavailable for use, subject to the number of days cover provided under **Your** policy as shown on your policy **Schedule** and the **Limit of Cover** not being exceeded.

WHAT IS NOT COVERED (Exclusions)

The following are not covered under this insurance:

1. Drivers 21 or under in England , Wales , Scotland and Northern Ireland.

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2. Any **Insured Vehicle** used in any way for hire or reward including courier work. A vehicle used for Driving Instruction/Tuition is accepted where the appropriate premium has been paid.
3. Any vehicle used for Driver Instruction/Tuition where the tutor is not a fully qualified Instructor and/or not on "The Register of Approved Driving Instructors" or "Department of the Environment Approved Driving Instructor" in Northern Ireland.
4. Any vehicle used for Driver Instruction/Tuition without dual controls.
5. Any charges imposed by the Hire Vehicle Company for additional drivers if it is agreed with the **Hire Company** that they can be included.
6. Use of the **Hire Vehicle** outside the Territorial Limits.
7. Any excess that the **Hire Company** apply following an accident, fire or theft involving the **Hire Vehicle**.
8. All fuel, fares and fines relating to the Hire Vehicle whilst it is in Your possession, including any administration fee which may be imposed by the **Hire Company**.
9. Any claim which has not been reported to Us within 14 days of the incident, accident or theft giving rise to the claim occurring.
10. Any provision of a **Hire Vehicle** where a Hire Vehicle is already available under another insurance or other means.
11. Any further **Hire Vehicle** charges incurred after the **Hire Period**.
12. Any **Hire Vehicle** charges for more than 3 days after payment has been issued to You in settlement of a claim under Your motor insurance policy.
13. The provision of a **Hire Vehicle** for an incident, accident or theft when the event occurred prior to the **Commencement Date** or after the **Period of Cover** has ended.
14. Any claim where the damage sustained to the vehicle was caused during the theft/attempted theft of the contents of the vehicle.
15. Any claim relating to mechanical or electrical breakdown/failure or misfuelling.
16. Fires caused by modifications not approved by the Insured Vehicle manufacturer, or not fitted an appropriately qualified mechanic/technician, and/or not disclosed to the **Motor Insurer**.
17. The provision of a **Hire Vehicle** where Your **Insured Vehicle** was damaged as a result of a road traffic collision or malicious damage and Your Vehicle has not been declared a **Total Loss** by Your **Motor Insurer** (or their authorised repairer).

CONDITIONS APPLICABLE

You must comply with the following obligations, each of which is a Condition of this Policy. You must:

1. Ensure that the **Insured Vehicle** is serviced in accordance with manufacturer's instructions and covered by a valid in force **Motor Insurance Policy** issued by a **Motor Insurer**, authorised and regulated by the Financial Conduct Authority or the Prudential Regulation Authority.
2. Report the incident that gives rise to a claim on this policy to Your **Motor Insurer** before We supply You with a **Hire Vehicle** and You must be actively pursuing repairs or settlement of Your Claim.
3. Ensure that We receive a claim form for any claim under this policy within 14 days after the event giving rise to the claim.
4. Provide any information reasonably requested by Us within a reasonable time.

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5. Comply fully with the terms and conditions of the **Hire Company**.
6. It is **Your** responsibility to ensure that the insurance provided by the **Hire Company** is sufficient for **Your** needs. This will normally be included without additional charge providing **Your** driving history is acceptable to the **Hire Company**.
7. Any damage caused to the **Hire Vehicle** and any associated costs will be **Your** responsibility.
8. It is **Your** responsibility to ensure that adequate motor insurance is in place for **Your** use of the **Hire Vehicle**.
9. **You** may have to provide Comprehensive insurance for the **Hire Vehicle**.
10. **You** must take all reasonable steps to mitigate the costs of the claim.
11. **You** must take all action possible to recover any costs, charges or fees **We** may have paid or be liable to pay and pay such amounts recovered back to **Us**.
12. **You** must pay **Us** any sums by way of costs, charges or fees directly recovered from the Third Party to the extent of the sums indemnified under this policy.
13. Upon conclusion of the hire of a replacement vehicle **We** can take over and if necessary conduct proceedings in **Your** name to recover the hire costs of the **Hire Vehicle** from the **Third Party**.

HOW TO MAKE A CLAIM

Your claim will be handled on the insurer's behalf by Davies Group Limited.

Davies Group Limited are an insurers agent and in the matters of a claim act on behalf of the insurer.

EXCESS PROTECTION

If **You** have access to the internet:

Visit <https://excessprotectionclaims.davies-group.com> where **You** will be able to register **Your** claim. **Our** internet solution is the quickest and easiest way to submit **Your** claim.

If **You** do not have access to the internet:

Please call the **Claims Administrator** on 0344 856 2359 to notify them of **Your** claim. Please note that a postal claim may take significantly longer to settle than an online claim; especially if **We** need to write to **You** to request additional information.

Failure to follow these steps may delay or jeopardise the payment of **Your** claim.

TOTAL LOSS ONLY GUARANTEED VEHICLE HIRE

If the **Insured Vehicle** is involved in a road traffic collision, suffers fire or malicious damage or is stolen **You** must report it to the **Claims Administrator** immediately, and in no event later than 14 days after the event.

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Visit www.vehiclehireclaims.davies-group.com where You will be able to register Your claim. Our internet solution is the quickest and easiest way to submit Your claim.

If You do not have access to the internet, please call the **Claims Administrator** on 0344 856 2359 to notify them of Your claim.

The **Hire Company** will then contact You directly with a view to getting You mobile again as soon as reasonably possible.

You will receive a copy of the **Hire Company's** terms and conditions. You will need to comply fully with the terms and conditions of the **Hire Company**.

If You wish to take advantage of any options the **Hire Company** may offer, such as Excess Protection or Collision Damage Waiver, the cost of these upgrades and any administration fee will be Your responsibility.

COMPLAINTS PROCEDURE

We do everything possible to make sure that You receive a high standard of service. If You are not satisfied with the service that You receive, You should address Your enquiry/complaint to:

For sales complaints:

Please contact your selling Broker.

For claim complaints:

Please call 0344 856 2015
or alternatively email
customer.care@davies-group.com

Please provide full details of Your policy and in particular Your policy/claim number to help Your enquiry to be dealt with speedily.

If Your complaint is not resolved within 8 weeks or You are not satisfied with the outcome You may be able to refer the complaint to the Financial Ombudsman Service (Ombudsman): -

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9GE
T: 0300 123 9123
E: complaint.info@financial-ombudsman.org.uk
W: www.financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME

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

HOW WE USE THE INFORMATION ABOUT YOU

As a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent

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on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

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

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

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

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

PROCESSING YOUR DATA

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

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

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

HOW WE STORE AND PROTECT YOUR INFORMATION

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

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

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

HOW YOU CAN ACCESS YOUR INFORMATION CORRECT ANYTHING WHICH IS WRONG

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

Email address: data.protection@collinsongroup.com

Postal Address: Sussex House, Perrymount Road, Haywards Heath, Sussex RH16 1DN

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

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

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

FINANCIAL CRIME POLICY STATEMENT

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance**, We may cancel this policy immediately by recorded delivery letter to the correspondence address shown on the **Certificate of Insurance**. Please note that You will not be entitled to a pro-rata refund of premium under these circumstances.

SECTION 2 MOTOR LEGAL EXPENSES

The benefits under this Policy are underwritten by Financial & Legal Insurance Company Limited and apply during the Period of Insurance subject always to the terms, conditions and exclusions contained in this Policy and following payment of the Premium. Unless We specifically agree in writing, this Insurance is not transferable.

We will provide You with the security of this Policy in return for payment of the Premium. The Certificate and this Policy should be read carefully and should be kept in a safe place.

Signed



for and on behalf of BCR Legal Assist Limited

1. DEFINITIONS AND INTERPRETATIONS

Wherever the following words and phrases (shown here in **BOLD**) appear in this Policy they will always have these meanings:

The Motor Insurance Policy: The motor insurance policy issued to the person who has taken out this Policy.

We, Our or Us: Financial & Legal Insurance Company Limited or its agents appointed to handle legal expenses claims under this Policy.

You, Your, Policyholder or Insured Person: The Policyholder or driver who is in or on the Insured Vehicle with Your permission or the personal representative or estate thereof.

Insured Vehicle: The vehicle covered under The Motor Insurance Policy, details of which appear on the Certificate of the Main Motor Insurance Policy.

Territorial Limits: United Kingdom and Ireland.

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Period Of Insurance: This Policy expires on the same day as The Insured's Motor Insurance Policy.

Premium: The consideration paid by or on behalf of the Policyholder.

Insured Incident: A Road Traffic Accident involving the Insured Vehicle within the Geographical Limits during the Period of Insurance, which We consider was caused at least partially through the negligence of a responsible traceable Third Party.

Road Traffic Accident: A collision between two or more motor vehicles on a road within the meaning of the Road Traffic Act Section 192 for England or Wales, or the equivalent in Scotland or Ireland.

Limit of Indemnity: £100,000 (inclusive of Value Added Tax) in total for all Insured Persons in connection with any one event giving rise to a claim.

Third Party: The party driving or otherwise in control of or responsible for, the other or one of the other motor vehicles involved in a Road Traffic Accident.

Your Solicitor: The solicitor and/or claims handler instructed by You or on Your behalf to pursue Your claim against a Third Party.

2. LEGAL EXPENSES

2.1 What is covered?

The legal expenses reasonably incurred by Your Solicitor in relation to pursuit of a civil claim for damages (including the institution of legal proceedings) in connection with:

- i) claims for compensation arising out of damage to the Insured Vehicle caused by an Insured Incident, whilst the Insured Vehicle is being driven by, or in the custody or control of, You or a named driver under The Motor Insurance Policy, and which is not recoverable under any more specific contract of insurance covering the Insured Vehicle;
- ii) claims arising from Your personal injury or death as a direct result of an Insured Incident, which has occurred within the Territorial Limits.

During these proceedings We will pay the reasonable legal fees, expenses and costs, to the extent that they are unrecovered from the Third Party (after using all reasonable efforts), up to the Limit of Indemnity. We will pay these if the proceedings are unsuccessful, including any Third Party costs You are ordered to pay, up to the Limit of Indemnity.

- ii). where Your personal injury claim comprises of damages for whiplash injuries below £5,000 only cover includes assistance and/or submission of Your claim through the whiplash portal.

2.2 What is not covered?

Legal costs and expenses: -

- a) if We consider:

- it is unlikely a reasonable settlement will be obtained;
- that an offer received from a Third Party is a reasonable settlement of Your claim, whereupon We shall notify Your Solicitor to that effect, and We shall be under no further obligation to indemnify the issue or continuation of legal proceedings under this Policy other than the implementing, if accepted, of the terms of the offer.

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- b) Incurred without Our prior written consent.
- c) In respect of a claim made to Us arising from an Incident which has occurred prior to the commencement of the Period of Insurance.
- d) In respect of an incident communicated to Us more than 28 days after occurrence of the Incident from which the claim arises.
- e) In respect of a claim made or considered against Us or another Insured Person.
- f) If You withdraw instructions from Your Solicitor or withdraw from the legal proceedings without Our prior written agreement.
- g) If You unreasonably instruct Your Solicitor to discontinue the legal proceedings or fail to co-operate with Us and/or Your Solicitor or Your Solicitor refuses for good reason to continue to act for You.
- h) If You fail to give all reasonable assistance to Us or Your Solicitor in the conduct of the proceedings or if You do not act in the accordance with the advice given by Us or Your Solicitor
- i) Where You are responsible for anything which in Our reasonable opinion prejudices Your case.
- j) or other penalties which a Court of Criminal Jurisdiction orders to be paid as a result of the defence of any claim without our prior authorisation.
- k) Incurred without Our permission, in pursuing an application for a judicial review or appeal.
- l) Incurred without Our permission in pursuit of any claim for diminution of value of the Insured Vehicle arising out of the Insured Incident.
- m) In the form of disbursements incurred by You or on Your behalf for suppliers of services obtained except for those arranged by either the cover holder or the scheme administrator.
- n) In respect of a consulting engineer's report relating to damage to the Insured Vehicle arising out of the Insured Incident.
- o) Where Your motor insurers are entitled to repudiate the Motor Insurance Policy or refuse indemnity for any reason.
- p) Where at the time of the Insured Incident You did not hold a current driving licence or were disqualified from driving.
- q) Where the Insured Vehicle was not roadworthy or was otherwise being driven unlawfully.
- r) Where the Insured Vehicle was being used for racing, rallies, competition or trials of any kind.
- s) Where the Third Party and their motor insurer remain untraced for 90 days following the accident.
- t) In respect of claims to the Criminal Injuries Compensation Authority or in respect of a claim arising from a criminal act committed by You.
- u) Where the claim falls within the Small Claims Track limit of the County Courts of England and Wales or such other equivalent as may be substituted or as is appropriate for the Court having jurisdiction for the claim, with the exception of whiplash claims valued below £5,000 that settle within the whiplash portal.
- v) Where We are satisfied that You have provided false and/or misleading and/or fraudulent information to Us or to Your Solicitor.

In addition, We will not cover

- a) Your travelling expenses, subsistence allowances or compensation for absence from work.
- b) Loss, damage, injury or consequential loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.

3. SPECIFIC CONDITIONS

- 3.1 You must inform Us in writing as soon as reasonably possible about any incident which could result in or affect a claim being made under the Policy.
- 3.2 You must: -
- give proper instructions to Us, and provide Us with information at Your expense.
 - not do anything which in Our opinion may prejudice Your case.

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- 3.3 We must be advised of any other legal expenses insurance which could cover an action for which We provide indemnity and in such event We will only pay a proportion of the legal costs and expenses.
- 3.4 We shall have complete control over the legal proceedings and shall choose a solicitor to act on Your behalf. You must accept Our choice up to the time when legal proceedings are to be initiated.
- 3.5 Unless You are acting with Our prior written authorisation We will not be bound by any promise or undertaking given by You to Your Solicitor.
- 3.6 You must authorise and instruct the solicitor to make payment to us out of any sums recovered in respect of payments for which we have incurred liability under this policy

4. DISBURSMENTS

Your Solicitor shall obtain approval under this scheme, except for disbursements incurred by the scheme administrator or the cover holder in connection with the pursuit of Your claim.

5. GENERAL CONDITIONS

5.1 Observance

The due observance and fulfilment of the terms and conditions of this Policy in so far as they relate to anything to be done or complied with by You shall be a condition precedent to Our liability to make any payment under this Policy.

5.2 Subrogation

We may at Our own expense take proceedings in Your name to recover compensation or secure an indemnity from any Third Party in respect of any payment made or liability incurred by us under this Policy and any amount so recovered or secured shall belong to Us.

5.3 Disputes

If any dispute arises as to Policy interpretation, We offer You the option of resolving this by using the Arbitration procedure We have set out below in the Complaints Procedure. Using this Service will not affect Your legal rights.

5.4 Misrepresentation

If any fraud, misrepresentation or concealment is involved in Your obtaining this Policy or benefits under this Policy, the Policy shall be void, the premium whether paid or not shall be forfeited and We may recover from You any amounts We have already paid or incurred.

5.5 Cancellation

We may cancel this insurance at any time by giving You no less than 14 days' written notice.

5.6 Notice

Every notice to be given under this Policy must be given in writing. Notice to Us must be to Our address as set out in this Policy and to You at Your last known address.

5.7 Jurisdiction

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This Policy is subject to the Laws of England and Wales.

6. COMPLAINTS PROCEDURE

Any complaint regarding Your policy or the service You receive should be directed in writing to: The Claims Manager, Motor Claims Network Limited, C/O Evans Weir The Victoria, 25 St Pancras, Chichester, PO19 7LT. If You remain dissatisfied, You can write to the coverholder, BCR Legal Assist Limited, Sovereign House, 1 Albert Place, Finchley, London N3 1QB or claims@bcr.co.uk.

If You remain dissatisfied, You can ask for your case to be referred to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. This referral services is additional to Your contractual rights under this policy.

7. ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?

Financial & Legal Insurance Company Limited and BCR Legal Assist Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FCSC.

8. MAKING A CLAIM

In the event of a claim please call **01243 545 021**. When calling please ensure that you have as many details available as possible, including (if applicable) the third party's name, address, vehicle registration number and insurance details. You should also ensure that you have your own insurance details available. If after receiving a claim We decide that a reasonable settlement is unlikely to be obtained or Your interests are better served by another course of action, then We will advise You of Our reasons. We will not be bound to pay any Legal Costs and Expenses until the claim has been accepted by Us in writing.

9. DATA PROTECTION ACT 1998 NOTICE

We collect and maintain personal information in order to underwrite and administer the Policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this Policy.

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form.

Enquiries in relation to data held by Drayton Insurance Services, Manor Farm Barn, School Road, Drayton, Norwich, NR8 6EF.

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Enquiries in relation to data held by Motor Claims Network Limited, C/O Evans Weir The Victoria, 25 St Pancras, Chichester, PO19 7LT.

Enquiries in relation to data held by All Broker Services Ltd, A1 Chaucer Business Park, Ditton Road, Polegate, East Sussex, BN26 6JF.

Enquiries in relation to data held by BCR Legal Assist Limited should be directed to Data Protection, BCR Legal Assist Limited, 25 Dollis Park, London N3 1HJ.

Enquiries in relation to data held by Financial & Legal Insurance Company Limited should be directed to Data Protection, Financial & Legal Insurance Company Limited, 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.