

The policy  
document for  
your car  
insurance  
premier cover

# Your policy details

Contents	Page
Motor policy summary	3
Motor policy wording	7
Additional benefits policy summary	23
Breakdown	26
Motor legal protection	38
Guaranteed replacement car	46
Additional important information	50

## Motor policy summary

### About this document

This document provides you with the basic details of your private car insurance contract. Full details of the terms and conditions are contained in the Motor Policy Wording, Schedule of Insurance and Certificate of Motor Insurance.

Your policy will run for 12 months.

The level of cover you have chosen, including any excesses applicable is shown in the Schedule of Insurance.

The contract of insurance is made up of the following documents:

- the Statement of Insurance; this shows the information that you give us, including information given on your behalf and verbal information you give prior to commencement of the policy;
- the Motor Policy Wording; this gives full details of the terms and conditions and all exclusions;
- the Schedule of Insurance; this shows the period of insurance, the policy sections which apply, any excesses payable in the event of a claim and the level of cover applicable;
- the Certificate of Motor Insurance; which shows the registration number of the vehicle insured, who may drive and what the vehicle can be used for.

### Financial Services Compensation Scheme

We are 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 90% 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 FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

### Significant features and limitations of your policy

The summary below shows the significant features and limitations of this policy and is dependent on the level of cover shown in your Schedule of Insurance.

Cover	Policy section	Significant features or limitations	Comprehensive	Third party, fire and theft	Third party only
Liability to others	1	Limited for £20 million third party property damage including expenses and costs.	✓	✓	✓
Driving other cars extension	1	Cover only applies for the specific driver as shown on the Certificate of Motor Insurance. Cover is limited to third party only. Cover is subject to insurer acceptance.	✓	✓	✓
Loss or damage to the car by an accident	2	Subject to excesses shown in the Schedule of Insurance. Additional excesses for young or inexperienced drivers may apply.	✓		

Cover	Policy section	Significant features or limitations	Comprehensive	Third party, fire and theft	Third party only
Loss or damage to the car by fire or theft	3	Subject to excesses shown in the Schedule of Insurance.	✓	✓	
Car audio, navigation and entertainment equipment	2 & 3	Subject to excesses shown in the Schedule of Insurance. Unlimited for equipment fitted as original equipment by the manufacturer; or £500 for any other equipment.	✓	✓	
Glass damage	4	Subject to the excess shown in the Schedule of Insurance. Unlimited cover if our approved repairer is used. £150 if a non approved repairer is used.	✓		
Personal belongings	5	Up to £200 per incident. Up to £300 per incident for M&S Shopping.	✓		
Medical expenses	6	Up to £500 per person.	✓		
Personal accident	7	Up to £10,000 per incident.	✓		
Replacement locks	8	Up to £500. Subject to £100 excess.	✓		
Child car seat cover	9	Up to £150 per child car seat. Covered whether damaged or not when the insured car is involved in an accident.	✓		
Uninsured driver promise	10	Subject to uninsured driver details and their vehicle registration number, make and model being known. Applies only when the driver of the insured car is not at fault.	✓		
Emergency transport and accommodation	11	Up to £100 per person or £250 per incident for alternative transport or overnight accommodation only.	✓		
Travelling abroad	12	Full policy cover up to 90 days in European Union countries and those other countries set out in section 12 of the Motor Policy Wording.	✓	✓	✓

## Significant exclusions to your policy

Cover	Policy section	Significant exclusions or limitations
Driving other cars extension	<b>1</b>	Use outside the territorial limits. There is a current and valid Certificate of Motor Insurance held for the other car. A car which is registered outside the territorial limits. Does not apply if your car is disposed of, or damaged beyond economical repair or stolen and not recovered.
Loss or damage to the car	<b>2 &amp; 3</b>	Loss or damage resulting from incorrectly maintaining or fuelling the car or from the use of substandard fuel, lubricants or parts. Loss of, or damage, to the car caused by a person known to you taking the car without your permission, unless that person is reported to the police for taking the car without your permission. Loss or damage arising directly or indirectly from water freezing in the cooling system of the car. Any increase in damage as a result of the car being moved under its own power following an incident. Any increase in costs due to parts or accessories not being available within the territorial limits. Loss or damage to the car and/or its contents as a result of someone taking it by fraud or trickery while pretending to be a buyer. Loss of, or damage to telephone or other communication equipment.
Loss or damage to the car	<b>3</b>	Loss or damage caused by theft or attempted theft if the keys or lock transmitter or entry card from the keyless entry system are left in or on the car while it is left unattended. Loss or damage whilst the car is left unattended without being properly locked and/or if any window, roof opening, roof or hood is left open or unlocked. Loss or damage unless the incident has been reported to the police and a crime reference obtained.
Car audio, navigation and entertainment equipment	<b>2 &amp; 3</b>	Equipment that is not permanently fitted to your car. Loss of, or damage to, telephone or other communication equipment.
Glass damage	<b>4</b>	Damaged or broken glass in panoramic glass roofs. Repair or replacement of the hood/roof structure of a convertible or cabriolet vehicle. Repair or replacement of any glass that is part of a removable or folding convertible roof. Repair or replacement of any windscreen or window not made of glass.
Personal belongings	<b>5</b>	Loss or damage whilst the car is left unattended without being properly locked and/or if any window, roof opening, roof or hood is left open or unlocked. Loss of money, credit or debit cards, stamps, tickets, vouchers, documents and securities are not covered. Loss of, or damage to, telephone or other communication equipment.
Personal accident	<b>7</b>	Death or injury to any person not wearing a seat belt when required to by law. Any intentional self injury, suicide or attempted suicide. Death or injury to any person driving who is found to have a higher level of alcohol or drugs in their body than is allowed by law.

Cover	Policy section	Significant exclusions or limitations
Replacement locks	<b>8</b>	Any claim where the keys, lock activation device or the lock transmitter and central locking interface are either: left in or on the car at the time of the loss; or taken without your permission by a person known to you, unless that person is reported to the police.
Emergency transport and accommodation	<b>11</b>	Reimbursement for the purchase of any drinks, meals, clothing, toiletries, newspapers or telephone calls. Coverage outside the territorial limits.

### Cancellation rights

You must contact us in order to cancel your policy. Our contact details are on the reverse of your Certificate of Motor Insurance. We will cancel your policy from the date you contact us, or any later date you tell us. For full cancellation terms, please see the Cancellation section in the Motor policy wording and the 'Important Information about Our Insurance Intermediary Services' document.

### Claims

Should you wish to make a claim under your car insurance policy you should call the claims helpline on 0344 412 2160. You must not settle, reject, negotiate or agree to pay any claim without our written permission. For full details of how to claim, please see the 'Making a claim' section in the Motor policy wording.

### Complaints

If you wish to register a complaint, please contact us:

- 1) by phone on 0344 412 2157
- 2) in writing to The Customer Relations Manager, M&S Car Insurance, Fusion House, Bretton Way, Peterborough, PE3 8BC.

If we cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within six months of receiving our final response letter.

### Authorisation

M&S Insurance is a trading name of Marks & Spencer Financial Services plc. Kings Meadow, Chester CH99 9FB. Marks & Spencer Financial Services plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Register number 151427.

BISL Limited are authorised and regulated by the Financial Conduct Authority. Register number 308896. BISL's permitted business is arranging general insurance contracts.

You can check on the register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

## Motor policy wording

M&S Car Insurance

24 hour claims helpline: 0344 412 2160

Please keep this document safe

## Policy wording contents

Definitions .....	Section A
Policy cover .....	Section B
Important customer information .....	Section C
Making a claim .....	Section D
Contract of insurance .....	Section E
Liability to others .....	Section 1
Damage to the car .....	Section 2
Fire and theft .....	Section 3
Class damage .....	Section 4
Personal belongings .....	Section 5
Medical expenses .....	Section 6
Personal accident benefits .....	Section 7
Replacement locks .....	Section 8
Child car seat cover .....	Section 9
Uninsured driver promise.....	Section 10
Emergency transport and accommodation .....	Section 11
Travelling abroad .....	Section 12
No claims discount .....	Section 13
No claims discount protection .....	Section 14
Cancellation .....	Section 15
General policy exclusions .....	Section 16
General policy conditions .....	Section 17
Complaints procedure .....	Section F
Data protection notice .....	Section G

## A Definitions

Certain words appearing in **your** Motor Policy Wording, **Schedule of Insurance** or **Certificate of Motor Insurance** have been defined and they will have the same meaning wherever they are shown in **bold**.

Word or expression	Definition
<b>Accessories</b>	Additional or supplementary parts of <b>the car</b> not directly related to its function as a vehicle, whilst in or on <b>the car</b> or held in a locked private garage. <b>Accessories</b> do not include trailers, personal belongings, mobile telephones, audio, navigation or entertainment equipment.
<b>Certificate of Motor Insurance</b>	The document headed Certificate of Motor Insurance which provides evidence of the existence of motor insurance as required by the Road Traffic Acts.

Word or expression	Definition
<b>Excess(es)</b>	The <b>excess</b> is the amount <b>you</b> must pay towards any claim, this can include both compulsory and voluntary <b>excesses</b> in which case the <b>insurer</b> will add them together.
<b>Inexperienced driver</b>	Drivers aged 25 or older who hold a provisional licence or who have held a full driving licence issued within the <b>territorial limits</b> , the European Union or European Economic Area for less than 12 months.
<b>Insurer(s)</b>	The Insurance Company or Lloyd's syndicate which covers <b>you</b> and whose name is specified in the <b>Statement of Insurance, Schedule of Insurance</b> and the <b>Certificate of Motor Insurance</b> on whose behalf this document is issued.
<b>Market value</b>	The cost of replacing <b>the car</b> with another of the same make, specification, model, age, mileage and condition as <b>the car</b> immediately before the loss or damage happened.
<b>Partner</b>	<b>Your</b> husband, wife, civil partner or a person living with <b>you</b> at the same address on a permanent basis sharing financial responsibilities, as if <b>you</b> were married to them. This does not include business partners, unless <b>you</b> also have a relationship with them as described in the first sentence.
<b>Period of insurance</b>	The length of time for which the <b>insurer</b> will insure <b>you</b> . This is shown in the <b>Schedule of Insurance</b> .
<b>Policy</b>	The documents consisting of this wording, the <b>Statement of Insurance</b> , the <b>Schedule of Insurance</b> , the <b>Certificate of Motor Insurance</b> identified by the same policy number.
<b>Regular driver</b>	The person named as such in <b>your Schedule of Insurance</b> who <b>you</b> told us is the person who drives <b>the car</b> the most often.
<b>Risk address</b>	The address where <b>the car</b> is normally kept overnight.
<b>Road Traffic Acts</b>	Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle. In the United Kingdom this is the Road Traffic Act 1988 and any subsequent amendments thereto or successors thereof.
<b>Schedule of Insurance</b>	The latest <b>Schedule of Insurance</b> the <b>insurer</b> has issued to <b>you</b> . This forms part of the contract of insurance. It gives details of the <b>period of insurance</b> , the sections of the <b>policy</b> which apply, the premium, <b>the car</b> which is insured and details of any <b>excesses</b> .
<b>Statement of Insurance</b>	The form that shows the information that <b>you</b> gave <b>us</b> , including information given on <b>your</b> behalf and verbal information <b>you</b> gave prior to commencement of the <b>policy</b> .
<b>Territorial limits</b>	Great Britain, Northern Ireland, the Isle of Man, The Channel Islands including transit by sea, air or land within and between these places.
<b>Terrorism</b>	<b>Terrorism</b> as defined in the Terrorism Act 2000.
<b>The car(s)</b>	The vehicle specified in the <b>Certificate of Motor Insurance</b> by registration number.
<b>Third party</b>	Any person who makes a claim against anyone insured under this <b>policy</b> .
<b>Unattended</b>	When <b>you</b> or any passenger is not inside <b>the car</b> .
<b>We/Us/Our</b>	BISL Limited.
<b>You/Your/Policyholder</b>	The person named as the policyholder on <b>your Schedule of Insurance</b> .
<b>Young driver</b>	A person under 25 at the time of an event which <b>you</b> or they may be entitled to claim for.



## B Policy cover

Your **Schedule of Insurance** shows the level of cover **you** have chosen. The cover and **policy** sections applicable are shown below.

Section name	Cover applicable		
	Comprehensive	Third party fire and theft	Third party only
Section 1 – Liability to others	✓	✓	✓
Section 2 – Damage to the car	✓		
Section 3 – Fire and theft	✓	✓	
Section 4 – Glass damage	✓		
Section 5 – Personal belongings	✓		
Section 6 – Medical expenses	✓		
Section 7 – Personal accident benefits	✓		
Section 8 – Replacement locks	✓		
Section 9 – Child car seat cover	✓		
Section 10 – Uninsured driver promise	✓		
Section 11 – Emergency transport and accommodation	✓		
Section 12 – Travelling abroad	✓	✓	✓
Section 13 – No claims discount	✓	✓	✓
Section 14 – No claims discount protection	If applicable	If applicable	If applicable
Section 15 – Cancellation	✓	✓	✓
Section 16 – General policy exclusions	✓	✓	✓
Section 17 – General policy conditions	✓	✓	✓

## C Important customer information

**You** must tell **us** straight away if anything changes to the information **you** provided as per the **statement of insurance**. The changes include the following and if **you** do not tell **us** about these changes, this may result in increased premiums, refusal of a claim or **your policy** being cancelled. This list is not exhaustive and if **you** are unsure about whether to tell **us** about something please call **us** on **0344 412 2157** to check:

- **You** sell **the car**, change **the car** or its registration number, or **you** get another car.
- **You** change **your** address or change the **risk address**.
- **The car** is modified or changed in any way from the manufacturer's original specification (including but not limited to: optional fit extras, alloy wheels, suspension, bodywork, engine, audio, video and satellite navigation equipment).
- **You** want to add or remove a driver.
- There is a change in the **regular driver of the car**.
- There is a change in the purpose **the car** is used for.
- There is a change in estimated annual mileage.
- Anyone who drives **the car** passes their driving test or has their driving licence revoked.
- Anyone who drives **the car** gets a motoring conviction or has a prosecution pending (including fixed penalty offences).

- Anyone who drives **the car** changes occupation, starts a new job (including any part-time work) or stops work.
- Anyone who drives **the car** develops a health condition, which requires notification to the DVLA, or an existing condition worsens. You can find additional information in the driving and transport section of [www.gov.uk](http://www.gov.uk) or pick up leaflet D100 from the Post Office.
- **The car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
- Anyone who drives **the car** is involved in any accident or has a vehicle damaged or stolen.
- Anyone who drives **the car** had insurance refused, cancelled or had special conditions applied.
- **The car** is taken abroad for more than 90 days or outside the European Union.

Please note that any amendments to **your policy** may result in a change to **your premium** and **policy terms**, including **your excess**.

## D Making a claim

We must be notified as soon as possible of any accident or loss involving **the car** or any other incidents which may lead to a claim by **you** or by a **third party**.

### What to do if you have an accident

In the unfortunate event that **you** are involved in an accident, please take the following simple steps;

- Don't leave the accident scene.
- Call the police if anyone is injured.
- Obtain the details of all witnesses.
- Note the details of the **third party**, including name, address, vehicle registration number, the name of their insurance company and their policy number.
- Take pictures of the accident scene with your mobile phone.
- Sketch a rough diagram of the accident scene.
- Do not admit liability, seek settlement or offer to negotiate.
- Report the accident to **us** as soon as possible on **0344 412 2160**.

### What to do if your car is subject to a theft, attempted theft or malicious damage

- Call the police and obtain a crime reference number.
- Report the incident to **us** as soon as possible on **0344 412 2160**.

### What to do if your car windscreen or window glass is broken or damaged

- If **you** have comprehensive cover and **your claim** is for **the car** windscreen, side or rear windows, or the sunroof, please contact **our** claims department on **0330 018 3236**. Claims under this section will not affect **your** no claims discount. If the glass has to be replaced the glass **excess** shown on **your Schedule of Insurance** will be payable.

- If **you** do not have comprehensive cover, **you** can still call the claims department but **you** will have to pay the cost of the replacement or repair.

### How to notify us of a claim

To report a claim or for claims enquiries call **our** claims line on **0344 412 2160**. We will ask **you** a number of questions over the phone so please make sure **you** have the following information when **you** call

- Date, time and description of the incident.
- Details of any **third party** involved including name, address, vehicle registration, the name of their insurance company and their policy number.
- Name and address of any witnesses.
- If the police were in attendance, the incident reference number.

We will usually be able to take all the information to allow the **insurer** to handle **your claim** efficiently within one phone call. However **we** or **your insurer** may need to contact **you** again to check certain aspects of **your claim** or in certain circumstances require that **you** complete a claim form.

## E Contract of insurance

This document gives details of **your cover** and it should be read along with **your Statement of Insurance, Schedule of Insurance and Certificate of Motor Insurance**.

Please take time to read through these documents which contain important information about the details **you** have given. **You** should also show **your policy** to anyone else who is covered under it.

For this contract to be valid, it's important that **you** check the information **you** have provided and notify **us** immediately of any changes to these details. Failure to disclose correct and complete information to the best of **your** knowledge may result in increased premiums, refusal of a claim or **your policy** being cancelled. **You** are required to update **us** with any changes to **your** information.

In return for **your premium**, the **insurer** will provide the cover shown in **your policy** for accident, injury, loss or damage that happens within the **territorial limits** during the **period of insurance**.

The parties to this contract are **you** and the **insurer**. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third parties) Act 1999 and no variation of this contract, nor any supplemental or ancillary agreement, shall create any such rights unless expressly stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.

### Financial Services Compensation Scheme

If the **insurer** cannot meet its liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). Claims for compulsory insurance, such as third party motor insurance, are covered in full.

Any claims made to the FSCS for non-compulsory (optional) insurance, such as damage to the insured car, and for any unused premium, are covered up to 90% of the value of the claim submitted. You can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 020 7741 4100.

### The law applicable to this policy

English Law will apply to this contract of insurance unless agreed otherwise.

We will provide the terms and conditions of this policy for the **period of insurance**, and any subsequent communication between us, whether verbal or written in the English language.

## 1 Liability to others

### What is covered under this section

The **insurer** will pay amounts including claimant's costs that **you** are legally liable to pay for:

- the death of or bodily injury to any person caused by an incident involving **the car**; and
- damage to someone else's property caused by an incident involving **the car** up to a maximum of £20,000,000 (including all legal and other expenses) for any one claim or number of claims arising from one cause.

### Driving other cars extension

The cover under this section of the **policy** is extended to the specific driver noted in the **Certificate of Motor Insurance** as having the benefit of this extension when driving other cars not owned by, or registered to, or hired, rented or leased to the specific driver, their business partner or their employer, or is being kept or used in connection with their employer's business.

This extended cover only applies if:

- this extension is shown on **your Certificate of Motor Insurance**; and
- there is no other insurance in force that covers the same claim; and
- there is a current and valid **Certificate of Motor Insurance** held for the other car in accordance with **Road Traffic Acts**; and
- the other car has not been seized by, or on behalf of, any government or public authority; and
- the driver has the owners permission to drive the other car; and
- the other car is registered within the **territorial limits**; and
- the other car is not being used outside the **territorial limits**; and
- **you** still have **the car** and it has not been stolen and not recovered; or damaged beyond cost effective repair.

### Legal costs

In the event of an accident covered by this section

and subject to the **insurer's** prior agreement, the **insurer** will pay for the following at **your** request:

- Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in any country within the **territorial limits**).
- Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving.
- Any other costs and expenses for which the **insurer** has given prior agreement.

If anyone who is covered by this section dies while they are involved in legal action, **the insurer** will give the same cover as they had to their legal personal representatives.

### Emergency treatment

The **insurer** will pay for the cost of any emergency treatment or hospital treatment which **you** incur under the UK **Road Traffic Acts** for injuries arising out of any accident involving any car which this **policy** covers. If this is the only payment made, it will not affect **your** no claim discount.

### Towing

The cover under this section of the policy is extended to **you** while any vehicle covered by this **policy** is towing a trailer, trailer-caravan or broken down car. The cover will apply as long as:

- the towing is allowed by law; and
- the trailer, trailer-caravan or broken down car is attached properly by towing equipment made for this purpose; and
- the trailer, trailer-caravan or broken down car is not being towed for hire or reward.

### Cover for other users of your car

The **insurer** will provide the same cover, other than the Driving other cars extension for liability to **third parties** to:

- Anyone travelling in, or getting into or out of the **car**.
- Any person using **the car**, with **your** permission, to tow any single trailer, trailer-caravan or broken down car while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.
- Anyone driving **the car** with **your** permission, as long as **your Certificate of Motor Insurance** shows that they are allowed to drive **the car**. The person driving must not be excluded by any endorsement, exception or condition.
- Anyone using (but not driving) **the car** with **your** permission for social domestic and pleasure purposes.
- The employer or business partner of **you** or **your partner** (if covered under this **policy**) should they become legally liable as a result of the use of **the car** by **you** or **your partner** in the course of their business or employment, providing that such use is covered by the **Certificate of Motor Insurance**. This does not apply if:

- o The **car** belongs to or is hired by such employer or business partner.
- o The insured is a corporate body or firm.

### What is not covered under section 1

The **insurer** will not pay for;

- Any amount the **insurer** has not agreed to in writing.
- Any loss of or damage to property which belongs to, or is in the charge of, any person who is claiming cover under this **policy**.
- Any loss of or damage to any vehicle, trailer, trailer-caravan or disabled vehicle covered by this **policy**.
- Any liability for death or injury to any employee in the course of their employment by anyone insured by this **policy** if the employer is covered by an employers liability **policy** except as required by any compulsory **Road Traffic Acts**.
- Death or injury to any person being carried in or on or getting in or out of the trailer or trailer-caravan **you** tow.
- Any liability incurred while the trailer, trailer-caravan or broken down car **you** tow is not attached.
- Any loss of or damage to property being carried in or on the trailer, trailer-caravan or broken down car **you** tow.
- Any claim for pollution or contamination, unless it is caused by a sudden identifiable event which was unintended and unexpected and happened at one specific time and place.
- Any amount over £1 million, for any one pollution or contamination event.

## 2 Damage to the car

### What is covered under this section

This section provides **you** with cover for loss or damage to **the car** and its **accessories** caused by accidental or malicious damage, or vandalism.

The **insurer** will decide either to;

- repair the damage themselves; or
- pay to have the damage repaired; or
- pay to replace what is lost or damaged if this is more cost effective than repairing it; or
- pay **you** an amount equal to the loss or damage.

If to the **insurer's** knowledge **the car** is the subject of a hire purchase or leasing agreement, the **insurer** may, in the event of **the car's** total loss or destruction, pay the hire purchase or leasing company directly for the loss or damage to the vehicle.

If the **insurer's** estimate of the **market value** is more than the amount owed any balance will be paid to **you**. If the **insurer's** estimate of the **market value** is less than the amount owed you may have to pay the outstanding balance.

By purchasing this **policy** **you** agree that the **insurer** can handle **your** claim in this way.

The **insurer** will also arrange and pay reasonable costs for the protection, removal and storage of **the car** and

delivery after repair to **your risk address**.

The **insurer** may use warranted replacement parts or recycled parts which are not supplied by the manufacturer of **the car** but will be of a similar standard. If suitable replacement parts are not available the **insurer** will pay the manufacturer's last list price.

The **insurer** will not pay more than the **market value** of **the car** at the time of the loss unless the new car benefit applies.

### New car benefit

The **insurer** will replace **the car** with one of the same make, model and specification if;

- the loss or damage happens within twelve months from the date **the car** was first registered; and
- **you**, or **your partner**, are the first and only registered keeper of **the car** (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- **you**, or **your partner**, have owned **the car** (or it has been hired to **you**, or **your partner**, under a hire purchase or leasing agreement) since it was first registered as new (or **you** are the second owner if the first owner is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- the cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the United Kingdom list price); and
- **the car** was supplied as new from within the **territorial limits**.

In these circumstances, if **you** ask the **insurer** to, they will replace **the car** (and pay reasonable delivery charges) with a new car of the same make, model and specification.

The **insurer** can only do this if a replacement car is available in the **territorial limits** and anyone else who has an interest in **the car** agrees.

If a replacement car of the same make, model and specification is not available, the **insurer** will, where possible, provide a similar car of identical list price.

If this is not acceptable to **you**, the **insurer** will not pay more than the **market value** of **the car** at the time of the loss.

### Car audio, navigation and entertainment equipment

The **insurer** will also cover the cost of replacing or repairing **the car's** audio, navigation and entertainment equipment up to the following amounts:

- unlimited for equipment fitted as original equipment by the manufacturer; or
- £500 for any other equipment not fitted by the manufacturer, provided it is permanently fitted to **the car**.

### Recommended repairer

If the damage to **the car** is covered under **your policy** and it is repaired by a recommended repairer, **you** do not need to obtain any estimates and repairs can begin immediately after the **insurer** has authorised them. The **insurer** will arrange for one of their repairers to contact **you** to arrange to collect **the car**. Repairs made by the **insurer's** recommended repairers are guaranteed for three years.

At **your** request, **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must send the **insurer** at least two detailed repair estimates as soon as reasonably possible. The **insurer** will only be liable for the repair costs at a non-recommended repairer if the **insurer** has agreed that the costs are reasonable and the **insurer** has issued an authorisation to the repairer.

The **insurer** may need to inspect **the car**.

The **insurer** reserves the right to ask **you** to obtain alternative estimates and the **insurer** may not pay **you** more than their recommended repairer would have charged them for the repair of **the car**.

### Courtesy cars

This **policy** also covers loss or damage to any courtesy car the **insurer's** recommended repairer provides to **you** while any damage to **the car** is being repaired. The provision of a courtesy car is subject to availability and the recommended repairers terms and conditions. In addition, the terms, conditions and **excesses** of **your policy** remain in force for the courtesy car.

### What is not covered under section 2

- Loss of or damage to **the car** caused by fire, theft or attempted theft.
- The total **excess** shown in **your Schedule of Insurance**. **You** must pay these amounts for every incident that **you** claim for under this section.
- The additional **excesses** shown in the **Schedule of Insurance**, if **the car** is damaged while it is being driven by a **young driver** or **inexperienced driver**.
- Loss of keys, keyless entry system devices, tapes, compact and mini discs, DVDs and other portable media storage devices.
- Loss or damage caused to **the car**, if at the time of the incident, it was under the custody or control of anyone with **your** permission who is not covered under this **policy**.
- Loss or damage to **the car** and/or its contents as a result of someone taking it by fraud or trickery while pretending to be a buyer.
- Loss or damage to **the car** caused by malicious damage unless this has been reported to the police and a crime reference number obtained.
- The **insurer** will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless expressly stated in this **policy**.
- Loss or damage deliberately caused by any person entitled to be covered under this **policy** or any

person acting on their behalf.

- Loss or damage resulting from incorrectly maintaining or fuelling **the car** or from the use of substandard fuel, lubricants or parts.
- Loss of or damage to **the car** caused by a person known to **you** taking **the car** without **your** permission, unless that person is reported to the police for taking **the car** without **your** permission.
- Costs resulting from loss of use of **the car**.
- Any reduction in the **market value** of **the car** following repair.
- Any part of the cost of repair or replacement which improves **the car** or its **accessories** beyond its condition immediately before the loss or damage occurred.
- Loss or damage to any trailer, caravan or disabled motor vehicle, or their contents, being towed by **the car**.
- Loss or damage from taking **the car** and returning it to the legal owner.
- Loss or damage to in car audio, television, DVD, phone, games console, or electronic navigation, unless these items are permanently fitted to **the car**.
- Loss or damage caused by wear and tear or depreciation.
- Loss or damage caused by any mechanical, electrical, electronic computer or computer software failures, breakdowns, faults or breakages.
- Loss or damage arising directly or indirectly from water freezing in the cooling system of **the car**.
- Damage caused by the process of cleaning, modification, repairing or restoring or by any gradually operating cause.
- Damage to tyres caused by braking, punctures, cuts or bursts not as a direct result of an accident.
- Any storage charges unless **you** tell the **insurer** about them and unless the **insurer** agrees in writing to pay for them.
- Any increase in damage as a result of **the car** being moved under its own power following an incident.
- Costs of importing parts or **accessories** or storage costs caused by delays, where the parts or **accessories** are not available from current stock within the **territorial limits**.
- Any amount over the cost shown in the manufacturer's latest price guide for any lost or damaged parts or **accessories** if such parts or **accessories** are not available.
- Loss or damage resulting from confiscation, nationalisation, requisition or destruction by or under the order of any government or public or legal authority.

## 3 Fire and theft

### What is covered under this section

This section provides **you** with cover for loss or damage to **the car** and its **accessories** caused by fire,

theft or attempted theft.

The **insurer** will decide either to;

- pay to have the damage repaired; or
- pay to replace what is lost or damaged if this is more cost effective than repairing it; or
- pay **you** an amount equal to the loss or damage.

If to the **insurer's** knowledge **the car** is the subject of a hire purchase or leasing agreement, the **insurer** may, in the event of **the car's** total loss or destruction, pay the hire purchase or leasing company in the first instance.

If the **insurer's** estimate of the **market value** is more than the amount owed any balance will be paid to **you**. If the **insurer's** estimate of the **market value** is less than the amount owed **you** may have to pay the outstanding balance.

By purchasing this **policy you** agree that the **insurer** can handle **your** claim in this way.

The **insurer** will also arrange and pay reasonable costs for the protection, removal and storage of **the car** and delivery after repair to **your risk address**.

The **insurer** may use warranted replacement parts or recycled parts which are not supplied by the manufacturer of **the car** but will be of a similar standard. If suitable replacement parts are not available the **insurer** will pay the manufacturer's last list price.

The **insurer** will not pay more than the **market value** of **the car** at the time of the loss unless the new car benefit applies.

### New car benefit

The **insurer** will replace **the car** with one of the same make, model and specification if;

- the loss or damage happens within twelve months from the date **the car** was first registered; and
- **you**, or **your partner**, are the first and only registered keeper of **the car** (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- **you**, or **your partner**, have owned **the car** (or it has been hired to **you**, or **your partner**, under a hire purchase or leasing agreement) since it was first registered as new (or **you** are the second owner if the first owner is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- the cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the United Kingdom list price); and
- **the car** was supplied as new from within the **territorial limits**. In these circumstances, if **you** ask the **insurer** to, they will replace **the car** (and pay reasonable delivery charges) with a new car of the same make, model and specification.

The **insurer** can only do this if a replacement car is

available in the **territorial limits** and anyone else who has an interest in **the car** agrees. If a replacement car of the same make, model and specification is not available, the **insurer** will, where possible, provide a similar car of identical list price.

If this is not acceptable to **you**, the **insurer** will not pay more than the **market value** of **the car** at the time of the loss.

### Car audio, navigation and entertainment equipment

The **insurer** will also cover the cost of replacing or repairing **the car's** audio, navigation and entertainment equipment up to the following amounts:

- unlimited for equipment fitted as original equipment by the manufacturer;
- or
- £500 for any other equipment not fitted by the manufacturer, provided it is permanently fitted to **the car**.

### Recommended repairer

If the damage to **the car** is covered under **your policy** and it is repaired by a recommended repairer, **you** do not need to obtain any estimates and repairs can begin immediately after the **insurer** has authorised them. The **insurer** will arrange for one of their repairers to contact you to arrange to collect **the car**. Repairs made by the **insurer's** recommended repairers are guaranteed for three years.

At **your** request, **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must send the **insurer** at least two detailed repair estimates as soon as reasonably possible. The **insurer** will only be liable for the repair costs at a non-recommended repairer if the **insurer** has agreed that the costs are reasonable and the **insurer** has issued an authorisation to the repairer.

The **insurer** may need to inspect **the car**.

The **insurer** reserves the right to ask **you** to obtain alternative estimates and the **insurer** may not pay **you** more than their recommended repairer would have charged them for the repair of **the car**.

### What is not covered under section 3

- The total **excess** shown in your **Schedule of Insurance**.
- Loss or damage caused by theft or attempted theft if the keys or lock transmitter or entry card from the keyless entry system are left in or on **the car** while it is left **unattended**.
- Loss of keys, keyless entry system devices, tapes, compact and mini discs, DVD's and other portable media storage devices.
- Loss or damage caused by theft or attempted theft if **the car** is left **unattended** without being properly locked and/or if any window, roof opening, removable roof panel or hood is left open or unlocked.
- Loss or damage if any security or tracking device,

which the **insurer** has insisted is fitted to **the car**, has not been set or is not in full working order.

- Loss or damage caused to **the car**, if at the time of the incident, it was under the custody or control of anyone with **your** permission who is not covered under this **policy**.
- Loss or damage to **the car** and/or its contents as a result of someone taking it by fraud or trickery while pretending to be a buyer.
- Loss of or damage to **the car** by theft, attempted theft unless this has been reported to the police and a crime reference number obtained.
- The **insurer** will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless expressly stated in this **policy**.
- Loss or damage deliberately caused by any person entitled to be covered under this **policy** or any person acting on their behalf.
- Loss or damage resulting from incorrectly maintaining or fuelling **the car** or from the use of substandard fuel, lubricants or parts.
- Loss of or damage to **the car** caused by a person known to **you** taking **the car** without **your** permission, unless that person is reported to the police for taking **the car** without **your** permission.
- Costs resulting from loss of use of **the car**.
- Any reduction in the **market value** of **the car** following repair.
- Any part of the cost of repair or replacement which improves **the car** or its **accessories** beyond its condition immediately before the loss or damage occurred.
- Loss or damage to any trailer, caravan or disabled motor vehicle, or their contents, being towed by **the car**.
- Loss or damage from taking **the car** and returning it to the legal owner.
- Loss or damage to in car audio, television, DVD, phone, games console, or electronic navigation, unless these items are permanently fitted to **the car**.
- Loss or damage caused by wear and tear or depreciation.
- Loss or damage caused by any mechanical, electrical, electronic computer or computer software failures, breakdowns, faults or breakages.
- Loss or damage arising directly or indirectly from water freezing in the cooling system of **the car**.
- Damage caused by the process of cleaning, modification, repairing or restoring or by any gradually operating cause.
- Damage to tyres caused by braking, punctures, cuts or bursts not as a direct result of an accident.
- Any storage charges unless **you** tell the **insurer** about them and the **insurer** agrees in writing to pay for them.
- Any increase in damage as a result of **the car** being moved under its own power following an incident.

- Costs of importing parts or **accessories** or storage costs caused by delays, where the parts or **accessories** are not available from current stock within the **territorial limits**.
- Any amount over the cost shown in the manufacturer's latest price guide for any lost or damaged parts or **accessories** if such parts or **accessories** are not available.
- Loss or damage resulting from confiscation, nationalisation, requisition or destruction by or under the order of any government or public or legal authority.

## 4 Glass damage

### What is covered under this section

If the glass in the front windscreen, side, rear windows, or sunroof of **the car** is damaged during the **period of insurance** the **insurer** will pay the cost of repairing or replacing it. The **insurer** will also pay for any repair to the bodywork of **the car** that has been damaged by broken glass from the windscreen or windows.

If the repair or replacement is carried out by one of **our** approved suppliers, cover is unlimited. *(To contact one of **our** approved suppliers please refer to the 'Making a claim section' of this **policy**.)*

If **you** choose to use **your** own supplier, then cover will be limited to £150 less any **excess**.

A claim under this section only will not affect **your** no claims discount.

### What is not covered under section 4

- The glass **excess** shown in **your** **Schedule of Insurance**, unless the glass is repaired and not replaced in which case no **excess** applies.
- Loss of use of **the car**.
- Damaged or broken glass in panoramic glass roofs.
- Repair or replacement of the hood/roof structure of a convertible or cabriolet vehicle.
- Repair or replacement of any glass that is part of a removable or folding convertible roof.
- Repair or replacement of any windscreen or window not made of glass.
- The cost of importing parts or storage costs caused by delays where the parts are not available from stock within the **territorial limits**.
- Loss or damage deliberately caused by any person entitled to be covered under this **policy** or any person acting on their behalf.

## 5 Personal belongings

### What is covered under this section

The **insurer** will pay up to a maximum of £200 for personal belongings not permanently fitted to **the car**, which are lost or damaged following an accident, fire, theft or attempted theft involving **the car**.

An additional £300 per incident in respect of items bought from M&S within 24 hours of the loss or

damage occurring, subject to production of a receipt confirming the items bought, their cost and the date and time of purchase.

### What is not covered under section 5

- Loss or damage caused by wear and tear or depreciation.
- Loss of, theft of or damage to property from an open or convertible car, unless the personal belongings were left in a locked boot or locked glove compartment.
- Loss or damage if **the car** is left **unattended** without being properly locked and/or if any window, roof opening, removable roof panel or hood is left open or unlocked.
- Money, credit or debit cards, stamps, tickets, vouchers, documents and securities.
- Goods or samples carried in connection with any trade or business.
- Loss of, or damage to, any radar detection equipment.
- Loss of, or damage to, telephone or other communication equipment.

## 6 Medical expenses

### What is covered under this section

If **you** or anyone in **the car** is injured in an accident involving **the car**, the **insurer** will pay up to £500 in medical expenses for each injured person.

## 7 Personal accident benefits

### What is covered under this section

If **you** or **your partner** are accidentally killed or permanently injured while getting in, travelling in or getting out of **the car** (or any other private car that **you** do not own), the **insurer** will pay the following:

- For death – £10,000
- For the total and irrecoverable loss of sight in one or both eyes – £10,000
- For the permanent loss of use of one or more limbs above the wrist or ankle – £10,000

The insurer will only pay these amounts if the cause of death or injury is an accident involving a car and the death or loss happens within 3 calendar months of the accident.

### What is not covered under section 7

- More than £10,000 per incident.
- Death or injury to any person not wearing a seat belt when required to by law.
- Any intentional self injury, suicide or attempted suicide.
- Any injury or death arising wholly or in part from any natural or inherent disease or medical condition.
- Any injury or death to any person driving at the time of the accident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.
- If **you** or **your partner** has any other car insurance

**policy** with the **insurer**, they will only pay the benefit under one policy.

## 8 Replacement locks

### What is covered under this section

If the keys or other ignition activation device to **the car** or the lock transmitter are stolen the **insurer** will pay up to a maximum of £500 under this section towards the cost of replacing:

- The door locks and/or boot lock.
- Ignition/steering lock.
- The keys or ignition activation device or the lock transmitter and central locking interface.
- The reasonable cost of protecting **the car**, transporting it to the nearest repairers when necessary and delivering it after repair to **your** address.

Provided it can be established that the identity or the **risk address** of **the car** is likely to be known to any person in receipt of such items.

### What is not covered under section 8

- The first £100 of any claim.
- Any claim where the keys, lock activation device or the lock transmitter and central locking interface are either:
  - Left in or on **the car** at the time of the loss; or
  - Taken without **your** permission by a person known to **you**, unless that person is reported to the police.

## 9 Child car seat cover

If **you** have a child seat fitted in **your car** and **your car** is involved in an accident or damaged following a fire or theft, **your insurer** will contribute up to £150 per child seat towards the cost of a replacement even if there is no apparent damage, subject to **you** making a claim on this insurance **policy**.

## 10 Uninsured driver promise

If the driver of **your car** is involved in an accident caused by an uninsured motorist **your insurer** will refund the cost of any **excess you** have had to pay.

**You** must provide:

- the vehicle registration and the make/model of the car; and
- the driver's details.

Where the accident is not **your** fault and the driver is uninsured, **you** will not lose **your** no claims discount.

## 11 Emergency transport and accommodation

### What is covered under this section

If **you** are not able to drive **your car** as a result of an accident which is covered under section 2 of this **policy**, **your insurer** will pay **you** up to £100 per person in respect of:



- alternative travel expenses for **you** and all occupants of **your** car to reach **your** destination; and/or
- emergency overnight accommodation for **you** and all occupants of **your car** when an unplanned overnight stay is necessary.

**You** are required to pay for the accommodation and/or travelling expenses yourself and forward receipts to **your insurer** to reimburse **you**.

### What is not covered under section 11

- More than £250 per incident.
- Reimbursement for the purchase of any drinks, meals, clothing, toiletries, newspapers or telephone calls.
- Coverage outside the **territorial limits** of **your policy**.

## 12 Travelling abroad

### What is covered under this section

The **insurer** will cover **your** legal liability to others while **you** or any driver covered by this **policy** are using **the car** within the European Union and any other country which has agreed to follow Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 72/166/EEC).

**You** do not need an International Motor Insurance Card (Green Card) for visits to these countries as the legal evidence of this cover is shown on the reverse of **your Certificate of Motor Insurance**.

Further information on the countries that follow the above EU Directive can be found by visiting [www.mib.org.uk](http://www.mib.org.uk).

The **insurer** will also provide the cover shown on **your Schedule of Insurance** for up to 90 days in any **period of insurance** while **you** are using **the car** within the countries referred to above.

The **insurer** may agree to extend the cover for more than 90 days as long as:

- **the car** is taxed and registered within the **territorial limits**; and
- **your** main permanent home is within the **territorial limits**; and
- **your** visit abroad is only temporary; and
- **you** tell **us** before **you** leave; and
- **you** pay any additional premium **we** ask for.

If **you** want to extend **your policy** to give the same cover in a country outside the countries referred to above, **you** must:

- tell **us** before **you** leave; and
- get the **insurer's** written agreement to cover **you** in the countries involved; and
- pay any additional premium **we** ask for.

If the **insurer** agrees to **your** request, the **insurer** will issue **you** with an International Motor Insurance Card (Green Card) as legal evidence of this cover.

The **insurer** will also pay customs duty if **the car** is damaged and the **insurer** decides not to return it

after a valid claim on the **policy**.

Cover also applies while **the car** is being carried between sea or air ports or railway stations within these countries, as long as this travel is by a recognised sea, air or rail route.

### What is not covered under section 12

If **your Certificate of Motor Insurance** allows a specific driver to drive any other vehicle, that cover does not apply outside of the **territorial limits**.

## 13 No claims discount (NCD)

For further details, please refer to the Welcome Letter.

## 14 No claims discount protection

For further details, please refer to the Welcome Letter.

## 15 Cancellation

### How to cancel your policy

**You** must contact **us** if **you** wish to cancel **your policy**. **Our** contact details are on the reverse of **your Certificate of Motor Insurance**.

**We** will cancel **your policy** either from the date **you** contact **us**, or from any later date **you** specify. The **policy** cannot be cancelled from an earlier date than when **you** contact **us**.

In all cases the **Certificate of Motor Insurance** must be returned to **us**. Not doing so is an offence under the **Road Traffic Act 1988**. If **you** have lost **your Certificate of Motor Insurance**, **we** will ask **you** to complete a Statutory Lost Certificate Declaration to confirm this.

If **you** are paying **your** premiums by instalments, **you** must still pay **us** any balance of premium due. Cancelling any Direct Debit instruction does not mean **you** have cancelled the **policy**. **You** will still need to follow the instructions above.

In the event of cancellation, a cancellation fee as shown in the Additional Important Information document, will apply.

### Cancellation by you within the first 14 days

If **you** cancel **your policy** within 14 days of the date **you** receive **your policy** documents **we**, on receipt of **your Certificate of Motor Insurance**, will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused, unless **you** have made a total loss claim in which case no refund of premium will be given and all premiums would be due.

### Cancellation by you after the first 14 days

If **you** cancel **this policy** after the 14 day period, **we**, on receipt of **your Certificate of Motor Insurance**, will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused providing no claims have been made. If a claim has been made, or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums would be due.

## Where we cancel your policy

We may cancel **your policy**, if there are serious grounds to do so such as non-payment, failure to supply requested validation documentation (proof of No Claims Discount, Security etc) or **you** have provided **us** with incorrect information and **you** have failed to provide a remedy when requested. Where **we** cancel **we** will provide seven days' prior written notice to **your** last known address unless **we** are required to cancel earlier. If **we** cancel **your policy** you will be required to return the **Certificate of Motor Insurance** to **us**. **We**, on receipt of **your Certificate of Motor Insurance**, will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused, providing no claims have been made. If a claim has been made, or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums would be due.

If **we** cancel **your policy** on the grounds of fraud, cancellation may be immediate and **we** may keep any premium **you** have paid. **We** may also inform the police of the circumstances.

## 16 General policy exclusions

**You** are not covered under **your policy** for any of the following;

### Contracts

Any claim as a result of an agreement or contract unless it is one the **insurer** would have been liable for anyway.

### Who uses the car

Any injury, loss or damage which takes place while **the car** is being:

- driven by or in the charge of any person not covered by **your Certificate of Motor Insurance**; or
- used other than for the purposes allowed on **your Certificate of Motor Insurance**; or
- driven by or in the charge of any person who does not hold or comply with the conditions of a valid licence to drive such a vehicle in the country within which the incident occurred.

This exception does not apply if **the car** is;

- being serviced or repaired by a member of the motor trade; or
- stolen or being taken away without **your** permission; or
- being parked by an employee of a hotel or restaurant as part of a car parking service.

### Track days and off road events

Any liability, loss or damage resulting from the use of **the car** at any event during which **the car** may be driven on a motor racing track, airfield or at an off road event.

### Use on airfields

The **insurer** will not pay claims arising directly or

indirectly from any car being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come with the Customs examination area or any part of airport premises to which the public does not have access to drive their vehicle.

### Pollution

Any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the **period of insurance**.

### Earthquake

Any loss or damage caused by earthquakes and the result of earthquakes.

### Pressure waves

Any loss or damage caused by pressure waves from aircraft or aerial devices travelling at sonic or supersonic speeds.

### Riot

Any loss or damage caused by riot, civil commotion occurring outside Great Britain, the Isle of Man or the Channel Islands. This exception does not apply to Section 1 – Liability to others.

### Radioactivity

Any loss or damage caused by, contributed to or arising from;

- ionising radiation or radioactive contamination from any fuel or waste; or
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component or of any nuclear fuel or any nuclear waste.

### Terrorism

Any loss or damage caused by or arising from **terrorism** unless the **insurer** has to provide cover under any **Road Traffic Acts**.

### War

Any loss or damage caused directly or indirectly by war, invasion, act of enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power other than to meet the requirements of the **Road Traffic Acts**.

## 17 General policy conditions

The **insurer** will only give **you** the cover described in this **policy** document provided that **you** and all other drivers comply with the conditions set out below and that the information that **you** gave **us** regarding **the car** and all insured drivers is true and complete as far as **you** know.

### Taking care of your car

**You** and all other drivers must ensure that:

- The **car** is kept in a roadworthy condition.
- The **car** has a current MOT certificate if applicable.
- All reasonable steps are taken to ensure the **car** has been protected against loss or damage.

The **insurer** may examine the **car** at any time.

### Your duty to provide accurate information

**You** must have answered truthfully all questions relating to **your** details; those of the **car** and of all named drivers on **your policy** that **we** asked when **your policy** started. **You** must also have truthfully agreed to all statements that **we** listed in the **Statement of Insurance** relating to **your policy** when it started.

**You** must notify **us** as soon as reasonably possible if any of **your** details change.

It's important that **you** check the information **you** have provided and notify **us** immediately of any changes to these details. Failure to disclose correct and complete information to the best of **your** knowledge may result in increased premiums, refusal of a claim or **your policy** being cancelled.

Please refer to Important customer information section for further details.

### Accidents and claims

**You** must notify **us** as soon as reasonably possible if **you** or any driver become aware of any accident or loss involving the **car** or of any other incident which may lead to a claim by **you** or by a **third party**.

If **you** or any driver receive any notice of prosecution, inquest or fatal accident enquiry or **you** or any driver are sent a claim form from a court or a letter, **you** or any driver must send it to the **insurer**, unanswered, as soon as reasonably possible.

**You** must ensure that the police are notified within 48 hours of **you** or any driver becoming aware of any incident involving theft, attempted theft, or malicious damage and a crime reference number is obtained.

**You** or anyone who drives the **car** must not admit liability for, offer, negotiate or seek settlement of any claim without **our** written permission.

**You** or anyone who drives the **car** must take reasonable steps to minimise the loss if an incident which gives rise to a claim occurs.

The **insurer** is entitled under this **policy** to:

- Take over and conduct the defence and settlement of any claim in **your** name or in the name of any other person insured by **your policy**.
- Instigate proceedings at their own expense and for their own benefit but in **your** name or in the name of any other person insured by **your policy** to recover any payment that they have made under **your policy**.
- Recover from **you** the amount of any claim that they are required to settle by law which the **insurer** would not otherwise have paid under this **policy**.
- Pay the legal owner of the **car** in the event of a loss.
- Require proof of ownership and value of the insured property in the event of a loss.

**You** or any person who makes a claim under **your policy** must give the **insurer** all reasonable assistance and information in relation to any claim made under **your policy**.

### Fraud

**You** must not act in a fraudulent manner. **You**, any authorised driver, or any person acting for **you** must not make false or exaggerated claims. If **you**, any authorised driver, or anyone acting for **you** makes a claim knowing any part of it to be false or exaggerated, the **insurer** will not pay the claim and the **insurer** will cancel **your policy**. The **insurer** shall be entitled to recover from **you** the amount of any claim already paid under the **policy** during the **period of insurance**.

If the **insurer** cancels **your policy** on the grounds of fraudulent activity, they will keep any premium **you** have paid and may inform the police of the circumstances.

### Other insurances

If at the time of any incident which results in a claim under **your policy** there is any other insurance in force covering the same liability, loss or damage, the **insurer** will only pay their share of the claim. The share to be paid by each **insurer** will be determined either by the appropriate court or by agreement between the insurers involved.

## F Complaints procedure

**We** aim to provide a high level of service to all **our** customers but occasionally things can go wrong, when this happens **we** will do everything **we** can to put things right.

### Complaints procedure

If **you** have a complaint about **our** service or the administration of **your policy**, please contact **us** in the first instance by phoning customer services on 0344 412 2157. **We** will aim to resolve **your** complaint over the phone within 24 hours.

If **your** complaint is not resolved to **your** satisfaction within 24 hours **we** will send **you** a written acknowledgment of **your** complaint together with the next steps **we** will be taking to resolve it. If **you** prefer to put **your** complaint in writing please send it to The Customer Relations Manager, M&S Car Insurance, Fusion House, Bretton Way, Peterborough, PE3 8BG.

### Next steps

In the unlikely event that **your** complaint remains unresolved 4 weeks after being made, **we** will send **you** either **our** final response or a letter explaining why **we** are not yet in a position to resolve **your** complaint and advise **you** when **we** will be in contact again.

If after 8 weeks of making **your** complaint **we** are still not in a position to issue **you** with **our** final response **we** will send **you** a letter explaining the reason for the delay and advising **you** of **your** right to complain to the Financial Ombudsman Service.

If **we** cannot resolve **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service within 6 months of receiving **our** final response letter.

The address is the Financial Ombudsman Service, Exchange Tower, London E14 9SR. The website address is [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Tel: Landlines 0800 023 4567 Mobiles 0300 123 9123. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Complaints which your **Insurer** is required to resolve will be passed on to them by us. **We** will notify **you** when **we** do this. If **you** are unhappy with the decision **you** receive **you** can refer **your** complaint to the Financial Ombudsman Service within six months of receiving **your Insurers** final response letter.

Following the complaints procedure does not affect **your** right to take legal action.

## G Data protection notice

Please read this notice as it explains the purposes for which **we** or the **insurer** will use personal data and sensitive personal data which **we** hold. If you have provided us with any data relating to another person, you must make sure that you show them this notice.

### Your personal data

For mutual security calls are recorded and may be monitored for training purposes and to prevent and detect fraud. For the purposes of the Data Protection Act 1998 the Data Controllers in relation to the personal data **you** supply are Marks & Spencer Financial Services plc and BISL Limited. For the purpose of this Data Protection Notice We, us and our refer to Marks & Spencer Financial Services plc and BISL Limited. HSBC Group means HSBC Holdings plc, its subsidiaries, associated and affiliated companies. Marks & Spencer Financial Services plc is a member of the HSBC Group. Marks and Spencer Group means Marks and Spencer plc and its subsidiaries, associated and affiliated companies. Information we hold about you will not be disclosed to anyone (including other members of the HSBC Group or the Marks and Spencer Group) other than where we are legally required to disclose, we have a public duty to disclose, our interests require disclosure, disclosure is made with your consent or as set out in the terms below.

### Insurance administration, renewal and claims handling

Information **you** supply will be used by, and shared between, us and other selected companies for the purpose of insurance administration and claims handling by the **insurer**, its agents, **reinsurers** and **your** intermediary. If your policy renews, we will also use your information, including any payment details, in order to process your renewal. In assessing any claims made, **insurers** may undertake checks against publicly available information such as Electoral Register, County Court Judgments, bankruptcy or repossession information. Information may also be shared with other **insurers** either directly or via those acting for

the **insurer** such as loss adjusters or investigators. By supplying data you give explicit consent for all the data provided to be used in this way unless you tell us otherwise.

### Claims & Underwriting Exchange Register

**We** or the **insurer** exchange information with various databases and registers to help **us** check information provided, to detect and prevent crime or fraud and to obtain information about **your** no claims history. These may include the Claims and Underwriting Exchange Register run by Insurance Database Services Limited (IDS Ltd), the Hunter Database run by MCL Software Ltd, the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers (ABI), the No Claims History Database run by Lexis Nexis and any other relevant industry databases or registers. Information may be shared with these registers and checks carried out against the information held on these registers when **we** or the **insurer** deal with **your** request for insurance, at renewal, when amendments are made to **your** policy, where a claim is made or where it is necessary to update **our** policy records. Under the conditions of **your** policy, **you** must tell **us** about any incident (such as an accident or theft) which may give rise to a claim. When **you** tell **us** about an incident, **we** or the **insurer** will pass this information to the registers and any other relevant registers. **You** can ask **us** for more information about this.

### Driving licence number

If you provide your driving licence number this may be passed to the DVLA, by either us or the insurers on our panel, in order for a search to be carried out to confirm your (or any named driver's) licence status, entitlement and relevant restriction information and endorsement/conviction data. This data is used by the **insurer** for underwriting purposes. Searches may be carried out as part of your quote or at any point throughout the duration of your insurance policy including when amendments are made to the policy and at renewal.

Undertaking searches using your driving licence number helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure. A search with the DVLA will not show on your (or your named driver's) driving licence record.

For details relating to information held about you by the DVLA, please visit [www.dvla.gov.uk](http://www.dvla.gov.uk).

### Your electronic information

If **you** contact **us** electronically, **we** or the **insurer** may collect **your** electronic identifier, eg Internet Protocol (IP) address or telephone number supplied by **your** service provider. This information may be used by **us** or the **insurer** to aid in the detection of fraud.

### Sensitive personal data

In order to assess the terms of the insurance contract

or administer claims, **we** or the **insurer** will need to collect personal data which the Data Protection Act 1998 defines as sensitive, such as medical history or criminal convictions and **we** or the **insurer** may need to transfer this data overseas. By proceeding with this contract, **you** will signify **your** explicit consent to such information being processed by **us**, the **insurer** or its agents.

### Motor Insurance Database

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- i. Electronic Licensing
- ii. Continuous Insurance Enforcement
- iii. Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- iv. The provision of government services and other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), **insurers** and/or the MIB may search the MID to obtain relevant information.

Persons (including his/her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your** vehicle seized by the Police.

**You** can check that **your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

### Credit Searches and Use of Third Party Information

In assessing **your** application/renewal or any claims made and also to prevent fraud, check **your** identity and to maintain accurate policy records, **we** or the **insurer** or the credit provider may:-

- Undertake checks against publicly available information such as Electoral Register, County Court Judgments, bankruptcy or repossession information.
- Search files made available to **us** by Credit Reference Agencies. They may keep a record of that search.

**We** may also pass to Credit Reference Agencies information **we** hold about **you** and **your** payment record with **us**. Credit Reference Agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

**We** may ask Credit Reference Agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any

application. A score is given to each factor and a total score obtained and this together with other factors will be used to accept or reject **your** application.

- Use information relating to **you** and **your** vehicle supplied to us or the **insurer** or the credit provider by other parties for example other insurance companies or fraud prevention agencies.
- Carry out checks against existing data that may be held about **you** as a customer in relation to other products **you** have held with M&S or with **us** (or for which **you** have obtained a quotation) or in relation to other insurance policies that **we** may have arranged and administered for **you** (for example details of **your** claims history in respect of previous insurance policies or information such as **your** payment record).
- The data that **you** provide now may also be used for these purposes if **you** apply for any further products with us or any other insurance products arranged and administered by **us** in the future.

Data may also be used for research and analysis purposes to help us to improve and develop the products and services we provide.

### Overseas transfer of data

**We** and the other companies processing **your** data for the purposes mentioned above may from time to time need to undertake some of the processing in countries outside of the European Economic Area which may not have laws to protect your personal data, but in all cases **we** will ensure that it is kept securely and only used for the purposes for which **you** provided it. Details of the companies and countries involved can be provided on request.

### Fraud prevention

In order to prevent and detect fraud **we** or the **insurer** may at any time: Share information about **you** with other organisations including the Police; Undertake credit searches; Check and/or share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We**, the **insurer** or other organisations may also access and use this information to prevent fraud and money laundering, for example when: Checking details on applications for credit and credit related or other facilities; Managing credit and credit related accounts or facilities; Recovering debt and tracing beneficiaries; Checking details on proposal and claims for all types of insurance.

Please contact **us** on the number shown on **your** **policy** documentation if **you** want to receive details of the relevant fraud prevention agencies. **We**, the **insurer** or other organisations may access and use from other countries the information recorded by fraud prevention agencies. To prevent crime and to verify your identity, we may exchange information (both within the UK and, where appropriate, overseas)

with other members of the HSBC Group and/or Marks and Spencer Group, and where appropriate, other organisations.

### Marketing and market research

With your permission, Marks & Spencer Financial Services plc, other members of the HSBC Group, members of the Marks and Spencer Group and other organisations approved by Marks and Spencer plc (which may include insurance companies) may share information about you to enable each of us to keep you informed about special offers, products and services available from the HSBC Group, the Marks and Spencer Group and selected third parties by post, telephone, email, mobile text and picture messaging. You agree that, to determine which products or services may be of interest to you, information about you may be analysed. The information you give us may be used to tell you about other products and services provided or recommended by us. If you do

not wish to be contacted please write to the Data Protection Officer at the address below.

### Your rights

**You** are entitled to request a copy of the information **we** hold about you for which **we** may charge a small fee. If **you** have any questions or **you** would like to find out more about this notice please write to the Data Protection Officer, Pegasus House, Bakewell Road, Orton Southgate, Peterborough, PE2 6YS.

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. Telephone: 0303 123 1113 or 01625 545745 E-mail: [mail@ico.gsi.gov.uk](mailto:mail@ico.gsi.gov.uk)

**This policy and other associated documentation are also available in large print, audio and braille. If you require any of these formats please contact us.**

## Additional benefits policy summary

This document provides you with the basic details of the additional benefits available. Please refer to your Schedule of Insurance to review the additional products that are included with your car insurance policy. Full details of the terms and conditions are contained in the relevant policy wording for each product. Your policy will run for 12 months.

## No claims discount protection – provided & administered by BISL Ltd

This cover protects your no claims discount for 2 claims in a rolling 3 year period - for further details please refer to the No claims discount protection section within the Welcome Letter.

## Motor legal protection policy

### Significant features and limitations of this policy

The summary below shows the significant features and limitations of this policy.

Policy section	Significant features or limitations
Section 1 - Uninsured Loss Recovery	Cover is limited to a maximum of £100,000. Any claims must be reported within 180 days.
Section 2 - Replacement Vehicle and Vehicle Repair	Any claims must be reported within 14 days of the incident.
Section 3 - Motor Prosecution Defence	Cover limited to a maximum of £20,000.
Section 4 - Motor Legal Helpline	Advise on motor legal problems.

## Guaranteed replacement car – administered by ACM ULR Limited

Cover to provide a temporary replacement vehicle should yours not be driveable following a claim.

### Significant features and limitations of this policy

The summary below shows the significant features and limitations of this policy.

Policy section	Significant features or limitations
Replacement vehicle hire terms & conditions Section 4.2	Not available if a full UK driving licence has not been held for at least 12 months.  Both parts of driving licence and security deposit must be provided upon collection of the hire vehicle.

## Cancellation Rights

You must contact us in order to cancel any of your additional benefits. Our contact details are on the reverse of your Certificate of Motor Insurance.

### labelling your policy within the first 14 days

You may cancel any of your additional benefits within 14 days of receiving your policy documents. We, on receipt of this confirmation, will refund a percentage of the premium in proportion to the period of cover left unused, unless you have made a total loss claim in which case no refund will be given and all premiums would be due.

### labelling your policy after the first 14 days

After the 14-day period, you may cancel any of your additional benefits during the life of the policy, we will refund a percentage of the premium in proportion to the period of cover left unused.

If upon investigation we find that you are no longer eligible for an add-on product, a refund will be provided on a pro-rata basis.

## Breakdown assistance provided by RAC

Cover includes European and UK roadside, recovery, at home and onward travel.

### Significant features and limitations of this policy

The summary below shows the significant features and limitations of this policy.

Policy section	Significant features or limitations
Breakdown cover terms & conditions	<p>Cover is provided for the policyholder as a driver or as a passenger in any vehicle. In addition, any named drivers on the policy are covered whilst driving the insured vehicle.</p> <p>Roadside cover is limited to UK, Isle of Man, Channel Islands, Republic of Ireland and Europe.</p> <p>Recovery and At home is limited to UK, Isle of Man and Channel Islands. Onward travel is limited to UK only. Please see terms and conditions leaflet for more information.</p> <p>Recovery, At Home and Onward Travel services (if selected) are not available until 24 hours after commencement of the Policy.</p>

Policy section	Significant features or limitations
Breakdown cover terms & conditions	<p>Replacing tyres or windows.</p> <p>For missing or broken keys We will try to arrange the services of a locksmith but You will have to pay for them.</p> <p>The cost of ferry crossings, road toll and congestion charges are not covered.</p> <p>For contaminated fuel problems We will arrange for the Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out.</p> <p>Labour at any garage to which the Vehicle is taken.</p> <p>Overall limit of £2,500 per claim abroad.</p> <p>One claim per journey and a maximum of two claims per year within the European Union.</p>

## Cancellation rights

You must contact us in order to cancel your motor insurance policy. Our contact details are on the reverse of your Certificate of Motor Insurance. Your additional benefits must run alongside your motor insurance policy therefore if you cancel the main policy, that cancellation will automatically apply to these products and cover will cease from the date of cancellation.

### Cancelling your policy within the first 14 days

You may cancel your motor insurance policy within 14 days of receiving your policy documents. We, on receipt of this confirmation, will refund a percentage of the premium in proportion to the period of cover left unused, unless you have made a total loss claim in which case no refund will be given and all premiums would be due.

### Cancelling your policy after the first 14 days

After the 14-day period, you may cancel your motor insurance policy during the life of the policy, where we will charge a percentage of the premium payable as shown in the 'Additional important information' section.

## Claims

Should you wish to make a claim under your car insurance policy you should call the Claims Helpline on 0344 412 2160. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy documentation.

## Complaints

If you wish to register a complaint, please contact us:

- 1) by phone on 0344 412 2157
- 2) in writing to The Customer Relations Manager, M&S Car Insurance, Fusion House, Bretton Way, Peterborough, PE3 8BG.

If we cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within six months of receiving our final response letter.

## Authorisation

M&S Insurance is a trading name of Marks & Spencer Financial Services plc. Kings Meadow, Chester CH99 9FB. Marks & Spencer Financial Services plc is authorised



by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Register number 151427.

BISL Limited are authorised and regulated by the Financial Conduct Authority. Register number 308896. BISL's permitted business is arranging general insurance contracts.

You can check on the register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

### **Financial Services Compensation Scheme (FSCS)**

If the insurer cannot meet its liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. Claims for compulsory insurance, such as third party motor insurance, are covered in full.

Any claims made to the Financial Services Compensation Scheme for non-compulsory (optional) insurance, such as damage to the insured car, and for any unused premium, are covered up to 90% of the value of the claim submitted. You can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0207 741 4100.

## Your RAC breakdown cover policy

### Insurance for your car

Thank you for taking out motor insurance, including Breakdown cover provided by RAC.

This is your contract of insurance for RAC Breakdown cover, please read this carefully. Please check your Schedule of Insurance for details of your cover.

### Call this number in the event of a breakdown

0800 056 3402

### You will need to confirm the following:

- policyholder's name and address.
- registration number of the vehicle.
- make, model and colour of the vehicle.
- present location of the Vehicle.
- nature of the Breakdown.

The following terms and conditions apply unless You and We have agreed otherwise in writing.

Please ensure You read Your Policy in full before You travel and that You take this Policy document with You.

This breakdown cover is provided to the Vehicle insured under Your M&S Car Insurance Policy as well as any Vehicle the main policyholder is driving or passenger in.

This Policy is a contract between Us and You. We agree to pay for those costs set out in this Policy, which occur during the Period of Cover and for which payment of the appropriate premium has been made and subject to the following terms and conditions. If the service You require is not provided for under these terms and conditions, We will try, if You wish, to arrange it at Your expense. The terms of, and any payment for, any such service are a matter for You and the supplier and We will not act as an agent.

### Definitions

Below are certain words that have a specific meaning in this Policy and wherever these words appear they have the following meaning:

Word	Definition
Accident	means an accidental crash immobilising the insured Vehicle.
Breakdown	is where the Vehicle is inoperative and/or has ceased to function as a whole as a result of a mechanical or electrical failure during the Period of Cover in the UK or in the Territory. A component failure (eg air conditioning failure) in itself does not constitute a breakdown unless it causes the Vehicle to cease to function as a whole.
Claim	means a call for assistance under this Policy.
Collision Damage Waiver	means if a hire car is damaged during the hire period You could be liable for the equivalent of the first £150 - £550 (approximately) and have Your credit card charged. In some cases the amount could be higher and varies according to the hire company, category of hire car and location. The Collision Damage Waiver covers above the excess.
Documents	means these terms and conditions and all associated documentation provided to You by M&S Car Insurance on Our behalf.
Home	means Your permanent residence in the UK.
M&S Car Insurance Policy	means the Vehicle insurance policy arranged and administered by BISL Limited.
Period of Cover	means 12 months from the commencement date of Your M&S Car Insurance Policy.
Policy	means Your RAC Breakdown policy as set out in this document.
Resident of the United Kingdom	means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom.
Specialist Equipment	is not carried by RAC patrols or RAC contractors and includes but is not limited to winching and specialist lifting equipment.
Territory	Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia, Herzegovina, Bulgaria, Croatia, Cyprus, (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia & Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (West of Bosphorus), Ukraine.

Word	Definition
The Party/ Your Party	means the persons including You, travelling with You in the Vehicle.
United Kingdom/ UK	means England, Scotland, Wales and Northern Ireland, Jersey, & Guernsey and the Isle of Man.
Vehicle	means ANY Vehicle the main policyholder is driving or passenger in OR the Vehicle any named driver is driving whose registration number, make and model is stated in Your policy schedule.
Vehicle Licensing Agency	means the Driver and Vehicle Licensing Agency (DVLA), Swansea, SA6 7JL responsible for registration of vehicles in the United Kingdom and the equivalent authorities in Northern Ireland, Isle of Man or Channel Islands for vehicles required to be registered in those territories.
We/Our/Us/RAC	means RAC Motoring Services and/or RAC Insurance Limited.
You/Your	means the person or persons named on Your M&S Car Insurance Policy.

### What to do if You break down

If You are unfortunate enough to break down please follow these simple steps:

1. Call the appropriate number 0800 056 3402.
2. Have to hand Your Policy number and Vehicle registration.
3. Advise the operator of the location of Your Vehicle and the nature of the fault.

RAC will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call RAC first. Please do not go ahead and make Your own arrangements as RAC cannot reimburse costs incurred without prior authorisation.

UK 0800 015 5438 (free phone)

France & Monaco 0472 43 52 55 (pay call)

0800 290 112 (free phone within France and Monaco only)

Republic of Ireland\* 1 800 535 005 (free phone)

00 44 800 1079058\* (pay call)

Rest of Europe 00 33 472 43 52 55 (pay call)

Serbia and Montenegro 99 33 472 43 52 55 (pay call)

Azerbaijan, Belarus, Georgia, Russia, Ukraine 810 33 472 43 52 55 (pay call)

\* If You are calling from a UK mobile phone, Your network provider may not allow You to call a free phone 1800 number. Please check with Your service provider prior to travelling.

Customers who are affected can contact Us on 00 44 800 1079058. Your network provider may charge You for this call. The telephone numbers are correct at the time of printing 15th February 2012. Calls may be recorded and/or monitored. Customers with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282. These services are not available outside the United Kingdom.

### Breakdowns on motorways

On continental motorways (including service areas) You MUST use the roadside emergency telephones. You cannot call RAC control centres from these. You will be connected to the police or authorised motorway service, who will send a breakdown recovery Vehicle.

However, this will only be to the recovery company's own depot if they cannot fix Your Vehicle – contact RAC using the numbers above as soon as You can, if possible from the recovery company's depot.

You may have to pay labour and towing charges on the spot – an authorised tariff is normally applicable. These items are covered and You should obtain a receipt to claim a refund on Your return Home.

### Mobiles and car phones

RAC will not reimburse the cost of any telephone calls You make in connection with any Breakdown under this Policy (including mobile phone calls). It may not be possible for an RAC control centre to call a mobile or car phone but when it is, You may still have to pay the cost of any international call.

Some service providers charge for calls to free phone numbers. The regulations on the use of mobile and car phones vary from country to country. Please check with Your service provider that Your phone meets the requirements and standards for the countries in which You are travelling.

### Service in the UK

Cover applies to Vehicles registered with the relevant Vehicle Licensing Agency only.

## Terms and conditions for Roadside

### Roadside

Roadside assistance is available in the United Kingdom and the Republic of Ireland. If You are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a Breakdown to Your Vehicle, We will send an RAC patrol or contractor to help You.

We will try to repair Your Vehicle at the roadside. Roadside includes labour at the scene of the Breakdown (but not labour at any garage to which the Vehicle is taken). If We cannot repair the Vehicle at the roadside, and We believe repairs are unwise or cannot be completed within a reasonable time, We will take the Vehicle and up to 8 people to a destination of Your choice within 10 miles from the scene of the Breakdown. If You have no preferred destination, We will take the Vehicle to a nearby garage. If You wish the Vehicle to be taken to any other destination, You will have to pay for the towage costs for the whole distance. If You need to leave Your Vehicle at the garage We will reimburse You for taxi fares up to 20 miles (a receipt must be obtained).

#### **Roadside does not cover**

- Breakdowns which would be prevented by routine servicing of Your Vehicle.
- Routine servicing of the Vehicle.
- Missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them.
- Replacing tyres or windows.
- The cost of ferry crossings, road tolls and congestion charges.
- Vehicles being demonstrated or delivered by motor traders, or used under trade plates.
- Vehicles which break down within 1/4 mile of Your Home address or where You normally keep the Vehicle.
- Vehicles, which, in the reasonable opinion of Our patrol or contractor, had broken down or were unroadworthy before You took out Your Policy.
- Contaminated fuel problems. We will arrange for Your Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out.
- The cost of parts, fuel or other supplies.
- Any Vehicle storage charges incurred when You are using Our services.
- Labour at any garage to which the Vehicle is taken.
- Breakdown caused by or following an Accident, fire, theft or act of vandalism. If You call Us for assistance following such an incident You will be liable to pay Us for removal. (Subject to the terms of Your M&S Car Insurance Policy, You can then reclaim these costs through Your insurance).
- The tow or transport of any Vehicle, which, in Our reasonable opinion, is loaded beyond its legal limit.
- Any Vehicle in a position where We cannot work on it or tow it, or whose wheels have been removed, We can arrange to rectify this but You will have to pay the costs involved.
- Any animals in Your Vehicle. Please note that their onward transportation is at Our discretion and solely at Your risk. We will not insure any animal, including livestock in transit, during any onward transportation We undertake.

## **Terms and conditions for Recovery**

### **Recovery**

Recovery is available in the United Kingdom. Residents of Northern Ireland are also entitled to be recovered from the Republic of Ireland.

Recovery has the same terms and conditions as Roadside but with the following variations:

If We cannot get Your Vehicle repaired locally within what We deem to be a reasonable time, We will take the Vehicle and up to 8 people to Your Home within the UK or a single address anywhere within the UK. If there are more than 5 people this may require two separate Vehicles. An adult must accompany any persons under the age of 16. You can use Recovery if You are ill, and there are no passengers who can drive the Vehicle, so that You cannot continue Your trip. You must show Us a doctor's medical certificate confirming Your inability to drive (in these cases, We will provide this service at our reasonable discretion).

### **Recovery does not cover**

- Any Vehicle which in Our reasonable opinion was broken down or unroadworthy at the time You took out Your Policy.
- The use of Recovery as a way to avoid paying repair costs.
- A second Recovery if:
  - a. the original fault has not been repaired properly by a third party;
  - b. RAC have advised You that it is a temporary repair; or
  - c. the desired destination cannot accept the Vehicle due to company opening hours or other restrictions.

If a second Recovery is required this service can be provided but a charge will be made dependent on the service required, time of day and distance. These charges will be payable by credit/debit card prior to the relevant service being provided.

- Service within 24 hours of commencement of this Policy.

## **Terms and conditions for At Home**

### **At Home**

At Home is available in the United Kingdom. At Home has the same terms and conditions as Roadside but with the following variations:

At Home allows You to use Roadside within 1/4 mile of Your Home address or where You normally keep the Vehicle.

### **At Home does not cover:**

- The rectifying of failed or attempted repairs.
- Recovery of the vehicle.
- The reimbursement of taxi fares.
- Service within 24 hours of commencement of this Policy.

## Terms and conditions for Onward Travel

### Onward Travel

Onward Travel is available in the United Kingdom.

Onward Travel benefits must be arranged at the time of Breakdown and cannot be requested later. You are entitled to one of the following extra benefits once We have decided that We cannot get the Vehicle repaired locally:

- Replacement car hire.
- Alternative transport costs.
- Hotel accommodation.

You can use the Onward Travel benefits from Your Home address or within a quarter of a mile of Your Home address. This excludes incidents where We have been called to rectify failed repairs.

### Replacement car hire

#### We will pay for:

- Insurance (including Collision Damage Waiver).
- Up to one day's hire cost of a manual car of similar cubic capacity to Your Vehicle up to 1600cc if Your Vehicle is being repaired.

Replacement car hire is subject to availability and Our supplier's terms and conditions, which will usually include:

1. Age limits. Drivers must be at least 21 years of age.
2. The need to have a current driving licence, and, if held, a driving licence photo card, with You.
3. Limits on acceptable types or numbers of motoring offence penalties and/or penalty points endorsed on Your driving licence.
4. The need to provide a valid credit card number (alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the Vehicle to You).

Hire cars are not usually available with a tow bar, and therefore Your caravan or trailer will, if eligible, be recovered under the Recovery benefit with Your broken down Vehicle.

After taking a fair and reasonable view of the circumstances, We may decide that a hire car is not a practicable solution, and hotel accommodation or alternative transport will be provided instead.

If You require a second or any other type of Vehicle We will try to arrange this for You but You will have to pay for any additional costs.

### Alternative transport

We will reimburse You for standard class rail or other transport of Our choice for up to 8 people to reach the end of their journey within the UK. We will pay up to £150 per person or £500 for The Party whichever is less.

### Hotel accommodation

We will arrange and reimburse You for one night's bed and breakfast for up to 8 people in a hotel of Our choice. We will pay up to £150 a person or £500 for The Party whichever is less. You will have to pay for any extra hotel or transport costs.

### Special medical assistance

Onward Travel also provides special medical assistance. If You or one of Your passengers is taken into hospital more than 20 miles from Home We will arrange and pay for overnight accommodation for the other passengers, as described in 'Hotel accommodation' above. We will also arrange for an ambulance to take the patient to a local hospital near to their Home once medical permission has been given. Special medical assistance is not available for planned hospital visits.

#### Onward Travel does not cover

- Other charges arising from Your use of the hire car benefit, such as fuel costs, deposit, any insurance excess charges, collecting and returning the vehicle and any costs due to You keeping the car after the agreed period of hire (You must settle these charges directly with the supplier).
- If You are unfortunate enough to have an incident with the hire vehicle and You make an insurance claim, You will be responsible for paying any excess.
- Service within 24 hours of commencement of this Policy.
- Breakdowns in the UK resulting from road traffic accidents, vandalism, fire or theft.
- Any of the Onward Travel benefits, as stated above, before Our attendance of the Breakdown incident.

### Services whilst abroad

#### We will pay for:

#### European cover

European cover applies to Vehicles registered with the relevant Vehicle Licensing Agency and operates throughout the territory. European cover operates within all countries defined in the Territory on the first page of Your breakdown policy wording.

#### Policy Description

There is an overall limit of £2500 per Claim applied to Claims relating to the European motoring assistance level of cover.

## Service in the UK en route to a destination abroad

Product	Limitation
Roadside assistance	Repair at the roadside or recovery to the nearest garage capable of performing repairs or Home.
Journey continuation	Replacement vehicle to a maximum of £750.

## Service while abroad

Product	Limitation
Roadside assistance	Repair at the roadside or recovery to the nearest garage capable of performing repairs.
Additional accommodation expenses	£30 per person per day.
Journey continuation or return Home	Maximum of 14 days car hire or second class rail fare.
Vehicle break-in, emergency repair	£175
Accidental damage to or loss of tent	£30 per person per day.
Vehicle repatriation to United Kingdom	Limited to the value of the Vehicle being contained within UK Class's guide or other appropriate industry standard used by RAC.

## Service after return home

Product	Limitation
Collection of Vehicle left abroad for repair	£600

### Service in the UK en route to the Territory

If You are stranded on a public highway through Breakdown of Your Vehicle on the outward journey from Home to Your point of departure from the UK or on the inward journey from Your point of entry to the UK, to Home, We will provide services as if You were abroad.

In addition We will pay towards the cost of self-drive hire car including Collision Damage Waiver and replacement Green Card as necessary, to complete the planned journey if RAC confirms Your Vehicle cannot be repaired within 24 hours, this is subject to a maximum contribution of £750.

### Service whilst abroad

You are covered for any number of trips, each up to 90 days in duration but not for longer stays and provided the outward and return journeys are completed in the Period of Cover.

### Roadside assistance

In the event of a Breakdown We will pay for the following subject to the limitations for each section as described in the following terms and conditions:

### We will pay for:

- attendance of local breakdown or garage services to repair the Vehicle at the roadside if possible; or
- tow of the Vehicle from the place of Breakdown or Accident to the nearest local repairer where You may arrange repairs and either:
  - a) a contribution towards labour charges at a garage (restricted up to the total claims limit) if it is possible to effect the repairs necessary to enable the Vehicle to continue the journey on the date of Breakdown; or
  - b) inspection fees, in the event of a Breakdown, to confirm that the Vehicle cannot be repaired by Your return travel date and Your request for assistance will include authorisation for Us to arrange this; and
- storage charges for the Vehicle while awaiting repair or repatriation; and
- the cost of wheel changes but not for replacement tyres.

### We will not pay for:

- any labour costs other than those incurred at the roadside. We will not pay labour costs at any garage to which the Vehicle is taken other than under paragraph 2 above; or

- repair costs, including labour, if the Vehicle was in a road traffic Accident, damaged by fire or stolen or is in our opinion, uneconomical to repair; or
- the cost of parts used for roadside or garage repairs; or
- the cost of any repairs not directly necessary to enable the Vehicle to continue the journey on the date of the Breakdown; or
- the cost of any other supplies, including but not limited to Specialist Equipment.

If the appropriate RAC control centre can confirm repairs to the Vehicle will take more than 12 hours of being notified of a Breakdown, or if it is to be repatriated to the United Kingdom, then We will pay for either:

**a) Additional accommodation expenses**

We will pay up to £30 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while You wait for Your Vehicle. We will not pay for the costs of meals and any extra costs that are not specified above.

**Or**

**b) Journey continuation or return Home**

A contribution (restricted to the total claims limit) to travel expenses to allow You to either:

- Continue the planned journey during the period Your Vehicle is not roadworthy.
- Return Home by direct route.

Expenses can comprise of self-drive car hire up to 14 days per Claim, including Collision Damage Waiver and replacement Green Card as necessary, or second/standard class rail, or a combination of both.

RAC will, at its reasonable discretion decide which course of action to adopt, but RAC will take into consideration Your preference.

You must collect the Vehicle when repaired as once the Vehicle is repaired and You have been notified, RAC will not pay any further expenses other than the costs of collection.

This benefit is also available if Your Vehicle is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if Your Vehicle is recovered in a roadworthy condition.

**We will not pay for:**

- Fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car.
- The cost of any car hire beyond the period agreed with the appropriate RAC control centre.
- Any car hire expenses after Your Vehicle is repaired except for the direct journey to return and collect it.
- First class rail fares.
- Any costs under this benefit if they are for a service You used at the same time as the section "Additional

accommodation expenses".

- International drop charges where a vehicle hired from abroad is dropped within the UK.
- The costs of hiring a motorcycle.
- Any hire costs not arranged through RAC or agreed by RAC.

**You are entitled to either of the following services:**

**a) Vehicle repatriation**

We will pay for the cost of taking the Vehicle by road transporter from abroad to Your Home or chosen UK repairer for repair. We will also pay the costs of packing and freighting Your baggage if the Vehicle is declared a "Write-off" by the Vehicle's insurers. When repatriation is authorised it normally takes 10-14 working days for delivery to a UK address from most west European countries. At busy times and from east European countries it may take longer. If the Vehicle has been fitted with a roof box or bicycle rack, You must remove and place it inside the Vehicle. The roof box keys need to be left with Your Vehicle keys.

**We will not pay for:**

- Claims for any repatriation not authorised by the appropriate RAC control centre.
- The cost of repatriation if this is uneconomical.
- The cost of repatriation if Your Vehicle is roadworthy.
- Any Claim if Your Vehicle is being repatriated and Customs in any country find its contents are breaking the law.
- Any further costs in connection with the Vehicle once declared a write-off by Us.

**Or**

**b) Collection of Vehicle from abroad**

We will pay up to £600 for the following costs for one person to collect Your Vehicle, repaired abroad after a Breakdown:

- Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
- Additional homeward cross channel ferry or rail fare for the repaired Vehicle (calculated by taking the actual fare less the value of any unused homeward portion of Your original cross channel ticket).
- Up to £30 per night for single room hotel accommodation necessary to complete the round trip (limited to room only).

**We will not pay for:**

- First class rail fares.
- The cost of any meals.
- The costs of more than one person.

Note: The appropriate RAC control centre will, after taking a fair and reasonable view, decide whether Your Vehicle should be repaired abroad for You (or someone nominated by You) to return and collect.

### Authority for repatriation or repair

If Your Vehicle is not able to be driven due to a road traffic Accident, fire, break-in or theft, any damage which You are entitled to have repaired by Your motor insurers must be reported to them immediately. Your insurers must decide whether to declare the Vehicle is a write-off, authorise repair abroad or have the Vehicle repatriated. We cannot repatriate the Vehicle unless Your insurers first give their permission.

We also reserve the right to negotiate with them to reclaim costs incurred. If Your insurers cannot or do not give permission to repatriate then it is Our decision alone whether to declare the Vehicle a write-off, or repatriate or repair locally a Vehicle which cannot be driven as a result of a Breakdown, or as a result of a road traffic Accident, fire or theft, for which You do not have fully comprehensive cover.

### Additional services

We will pay for the costs of providing the following if applicable:

#### Vehicle break-in, emergency repairs

##### We will pay for:

The cost of immediate emergency repairs necessary to make Your Vehicle secure in the event of damage to windows, locks or windscreen caused solely by forcible entry, or attempted forcible entry, up to £175 provided You report the matter to the police either before contacting Us or within 24 hours of contacting Us, and You have obtained a written report from the police.

##### We will not pay for:

- The cost of repairs if they are not to make Your Vehicle secure and for the reasons stated.
- Any repair costs if You do not obtain a police report and submit it with Your Claim.
- Repatriation benefits as described under the section entitled 'Vehicle repatriation'.

#### Spare parts despatch

If as a result of a Breakdown Your Vehicle needs parts but these are unavailable locally We will pay for:

- Freight, handling and ancillary charges for dispatch of spare parts not obtainable locally.
- The fare for one person to collect parts from the appropriate railway station or airport.

##### We will not pay for:

The cost of parts themselves, which must be paid on receipt. When telephoning the RAC control centre You will be asked for Your credit card details. Alternatively You will be asked to pay for the part(s) direct to the repairer.

#### Accidental damage to or loss of tent

##### We will pay for:

A contribution to accommodation expenses of up to £30 per person per day if during the Period of Cover You are camping and Your tent is damaged accidentally making it unusable, or it is stolen.

Alternatively, We may at Our option authorise the cost of a replacement tent. If Your tent is stolen You must report the theft to the police within 24 hours and obtain a written report.

##### We will not pay for:

- The cost of meals or any other costs that are not specified above.
- Damage caused by weather conditions.
- The cost of a replacement tent not authorised by Us.
- Any costs if Your tent was stolen and You do not report the theft to the police within 24 hours and obtain a written report.

#### Urgent message relay service

##### We will pay for:

The cost of relaying urgent messages from the appropriate RAC control centre to Your immediate relatives or close business associates if the Vehicle cannot be driven because of Breakdown, Accident or fire or it is stolen.

##### We will not pay for:

- The cost of non urgent messages or messages to persons not described in the previous paragraph.
- The cost of relaying any urgent message not arranged through the appropriate RAC control centre.

#### Replacement driver

##### We will pay for:

The cost of providing a replacement driver to drive Your Vehicle and Your Party to Your destination or Home, if a registered doctor declares You medically unfit to drive and You are the only qualified driver.

##### We will not pay for:

- Replacement driver cost if there is another qualified driver in The Party who is fit to drive.
- More than one Claim per journey abroad.

#### Customs claims indemnity

We will pay for Continental or Irish Customs claims for duty if:

- the Vehicle is beyond economic repair as a result of fire or theft abroad during the journey and it has to be disposed of abroad under Customs supervision; or
- it is stolen abroad during the journey and not recovered. RAC will deal with necessary Customs formalities.
- to arrange, please call: RAC European Support, 0870 5 49 33 20 (Calls may be recorded and/or monitored) Monday-Friday 9am-5pm.

We will not pay any import duties not relating to the Vehicle.

Please note:

You may only make one Claim per journey and You may make a maximum of two Claims per year. There is an overall limit of £2500 per Claim applied to the European section of this Policy.



## Policy requirements and limitations

### Credit card details

We will require Your credit card details if We arrange a service for You which is not covered by, or exceeds, any levels specified in the part entitled "Terms and Conditions". If You do not provide Us with Your credit card details RAC will not be able to provide certain services which will be notified to You when credit card details are requested.

### Caravans and trailers

The Vehicle restrictions in this Policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 m. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide Recovery, the caravan or trailer will be recovered together with the Vehicle to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this Policy.

We do Our best to find solutions to motoring problems, but We regret We cannot arrange a replacement caravan or trailer in the event of Breakdown or Accident damage which cannot be repaired. It is also virtually impossible to hire vehicles with tow bars and it may become necessary to repatriate a caravan or trailer together with a towing vehicle which cannot be repaired abroad by the return date.

### Unforeseeable losses or events

Except in relation to any claim You may have for death or personal injury, if We are in breach of the arrangements under this contract, We will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contacts, or for any business losses.

We do not guarantee the provision of any of the benefits under Your Policy, if there is anything beyond Our reasonable control or the reasonable control of any service provider which prevents Us or a service provider from providing that benefit. We reserve the right to refuse to give service and/or cancel Your Policy if You or anyone using Your Policy behaves in a threatening or abusive way towards any persons providing service under this Policy.

### Taxi bookings

In some circumstances it can be quicker and easier for You to arrange a taxi. We may ask You to make Your own arrangements for taxi service. If so please send Your receipts to Us and We will reimburse You.

### Service providers

Unless the services are provided by RAC patrols or contractors acting on Our instructions and on Our behalf, We do not give any guarantee as to the services provided by garages, breakdown/recovery companies, repairers, car hire companies and other

third party service providers whose emergency services We arrange on Your behalf and/or pay for under European Motoring Assistance – they do not act as Our agents or subcontractors and We do not accept responsibility for their acts or omissions. You should check that any repairs to Your Vehicle are carried out to Your reasonable satisfaction.

### Vehicle condition

Your Vehicle must be roadworthy and in good mechanical condition when You apply for cover and You must keep it in that condition.

### Fraud

If any claim is found to be fraudulent in any way Your Policy will be cancelled immediately and all claims forfeited.

### Motor insurance

RAC European Cover is not motor vehicle insurance. Please refer to Your M&S Motor Insurance Policy for full information regarding driving abroad.

### Disruption in country

Our service in certain countries may become disrupted or unavailable due to prevailing conditions in that country. For example strike action may delay or prevent our service under this Section E. If this is the case, we will not be liable for any losses that the driver may suffer as a result of the disruption or unavailability of our services. To obtain current information on conditions in the countries you are travelling to please refer to the Foreign and Commonwealth office website at: [www.gov.uk/government/organisations/foreign-commonwealth-office](http://www.gov.uk/government/organisations/foreign-commonwealth-office) or email: [TravelAdvicePublicEnquiries@fco.gov.uk](mailto:TravelAdvicePublicEnquiries@fco.gov.uk)

### Important self-drive hire car information

We will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, Your Vehicle, if there is one available. If You were travelling in an MPV or similar vehicle We may arrange two hire cars. We will only arrange this if there are two qualified drivers in Your Party. Otherwise, We will arrange alternative means of transport. Self-drive car hire arranged under Your cover will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence penalties etc. The driver must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France).

Your credit card details will also be required as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire vehicle must be the same. Switch cards and debit cards are not acceptable. If You leave a hire car at a different location to the one

arranged by the RAC control centre You must pay any collection charge which may be incurred.

Please note that many car hire companies across Europe charge a damage excess which is not covered by the Collision Damage Waiver (CDW).

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and eastern Europe international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete Your journey. A car hired abroad must not be brought into the United Kingdom. A second car hire will be arranged for the United Kingdom part of Your journey.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with tow bar, a roof rack, roof boxes, an automatic gearbox, sports cars, 4x4 or luxury class vehicles and cannot guarantee the hire of minibuses or vans.

We will not be responsible for any delays in obtaining a hired vehicle and cannot guarantee to provide it in time to connect with Your pre-booked ferry, etc. You may have to collect a hired vehicle from the nearest available place of supply.

### Special requirements for Vehicles with over 9 seats

The supply of minibuses as a replacement vehicle can often prove difficult. When one is available the following regulations apply:

Drivers must be at least 21 years old and have a full year's car driving experience. Special documents and tachographs are mandatory throughout the European Union. For more information contact Your local Department of Transport Area Office for details.

### Repayment of credit

You must pay back to Us on demand:

1. Any costs We have paid for which You are not covered under Your Policy.
2. The cost of any spare parts supplied.

### Spares despatch

After You have asked the appropriate RAC control centre to despatch parts You are responsible for paying for them in full, even if You later obtain them locally. We will arrange to despatch parts as quickly as possible but delays will occur at weekends and bank holidays. We will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

### Policy exclusions (Service in the UK and abroad)

In addition to any limits and exclusions noted elsewhere in this Policy, We will not cover:

1. Costs for anything which was not caused by the incident You are claiming for.
2. Vehicles which have broken down as a result of taking part in any motor sport event or off road

activity (including, without limitation rallies or stock car racing) which takes place off the road and/or is not subject to the normal rules of the road. However, vehicles participating in any event (such as a treasure hunt, touring assembly or navigational road rally), which takes place on, and complies with the normal rules of the road will be covered.

3. Any Claim if the Vehicle suffers a breakdown at a motor traders premises, garage or premises offering vehicle repair.
4. The cost of all parts, garage, labour or other costs in excess of Your Policy limits set out in the part(s) entitled "Terms and Conditions". Please note these costs in Europe are likely to be higher than the United Kingdom.
5. Loss caused by any delay, whether the benefit or service is being provided by Us or someone else (for example a garage, hotel, car hire company, carrier, etc).
6. Any incident affecting a vehicle hired under the terms of this Policy.
7. Routine servicing of Your Vehicle.
8. The cost of a glass or tyre specialist. We will arrange for Your Vehicle to be taken to a nearby garage for assistance but You will have to pay for any work carried out on the Vehicle. Any other Recovery may be arranged but You will be liable for any additional costs.
9. The cost of a locksmith if You lose, break, or lock Your keys in Your Vehicle. If We are unable to open Your Vehicle for any reason, We will arrange for a locksmith to attend where available, but You will be responsible for the costs. If a locksmith is not available, We will arrange for Your Vehicle to be taken to a nearby garage for assistance but You will have to pay for any work carried out on the Vehicle. Any other Recovery may be arranged but You will be liable for any additional costs.
10. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
  - a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military uprising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - b) Terrorism  
Terrorism is defined as any act or acts including, but not limited to:
    - i) the use or threat of force and/or violence and/or
    - ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear

and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

c) Any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

11. Any Claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer.
12. Any Claim as a result of Vehicle Breakdown due to:
  - a) running out of oil or water.
  - b) frost damage.
  - c) rust or corrosion.
  - d) tyres which are not roadworthy.
  - e) using the incorrect fuel.
13. Any Claim caused directly or indirectly by the effect of intoxicating liquors or drugs.
14. Any Claim where Your Vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence valid for use in the United Kingdom.
15. Any Claim which You have made successfully under any other policy of insurance held by You. If the value of Your Claim is more than the amount You can get from Your other insurance We may pay the difference subject to these Policy limits and exclusions.
16. The cost of any transportation, accommodation or care of any animal. Any onward transportation is at Our discretion and solely at Your risk. We will not insure any animal during any onward transportation We may undertake.
17. Any period outside Your Period of Cover.
18. Any Vehicle other than a car, motorcycle 121 cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4x4 sport utility vehicle and provided that the vehicle conforms to the following specification:
  - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM).
  - b) maximum overall dimensions of: length 5.5m; height 3m; width 2.25m (all including any load carried).

The Vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 m. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide

recovery, the caravan or trailer will be recovered together with the Vehicle to a single destination. Other than as set out above caravans and trailers are not covered under this Policy. If the Vehicle requires repatriation We will arrange for repatriation of the caravan or trailer as well.

19. Any Claim by You unless You are Resident of the United Kingdom and the Vehicle is registered with the relevant Vehicle Licensing Agency.
20. Any Vehicle which is not in roadworthy and good mechanical condition at least 7 days before any booked trip to Europe within Your Period of Cover. You must also make sure it is serviced as the manufacturer recommends.
21. Any Vehicle carrying more persons than recommended by the manufacturer, up to a maximum of 8 persons (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during Vehicle construction and to the manufacturer's specification.
22. Your Vehicle if it is unattended.
23. Any personal effects, valuables or luggage left in Your Vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the Vehicle. These are Your responsibility.
24. Specialist Equipment costs. We will however arrange for the specialist services if needed, but You will have to pay for any additional costs direct to the contractor.
25. Any costs which are not directly covered by the terms and conditions of this Policy.
26. Vehicles which had broken down/had suffered a Breakdown or were unroadworthy at the start of this Policy.
27. It is a legal requirement that Vehicles used or recovered with their wheels in contact with the public highway must have a valid current excise licence (Vehicle tax). Where no current excise licence exists We will attempt to fix Your Vehicle at the roadside but will not provide any other service or benefit.

The above is not applicable to those vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994 (which include certain types of vehicles, including certain old vehicles, agricultural vehicles and emergency vehicles) or under Section 5 of the Vehicle Duty Order 2010 in Isle of Man. For further information please contact either DVLA at [www.dvla.gov.uk](http://www.dvla.gov.uk) or Vehicle Licensing, Dept of Transport for Isle of Man at [www.gov.im/transport/highways/dandv/welcome.xml](http://www.gov.im/transport/highways/dandv/welcome.xml).

28. The costs of any parts provided by RAC to fix Your Vehicle at the roadside must be paid in full by credit/debit card at time of Breakdown before work can commence.

## European Claims procedure and conditions

When providing assistance We make every effort to arrange on Your behalf all costs within the limits set out in this document. However, in some instances You may be asked to pay locally and reclaim costs on Your return to the United Kingdom. There may also be occasions when You arrange and pay for assistance direct and wish to reclaim the cost.

RAC European Cover Claims are handled by: Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ.

If You have any enquiries relating to repatriations or Claims associated with Our European Service, please contact Us on 0870 549 3320 (Calls may be recorded and/or monitored) email: [customer-careoperations@rac.co.uk](mailto:customer-careoperations@rac.co.uk).

If You have paid any cost which You believe is covered, please telephone RAC for a claim form immediately on Your return Home, quoting Your Policy reference number. When returning Your completed claim form You should enclose relevant original receipts (not photocopies).

## Receipts

You must keep all relevant original receipts (not photocopies) as they will be needed for any Claim. We may refuse to arrange reimbursement of expenses You are claiming back if You cannot provide original receipts or bills for the items You have paid for. Payment of Claims depends on You complying with the following conditions.

1. You must make any Claim on an RAC claim form, please bring Your Claim to RAC's attention as soon as You can (if possible within 28 days) after You return to the United Kingdom. Claims which are not on an RAC claim form will not be accepted. This does not affect Your statutory rights to take legal action or exercise any other legal remedy.
2. If We pay out money for You under Your Policy We can take over Your right to get that money back. You must cooperate with Us as much as possible if requested by Us.
3. You must do all You can to prevent Accident, injury, loss or damage, as if You were not covered.
4. You must forward to Us any writ, summons, legal document or other communication about the Claim as soon as You receive them.
5. You must obtain any original receipts, certificates, police reports, evidence, etc and give all the information and help We may need at Your expense. This includes medical certificates and details of Your household insurance if necessary.
6. You must not admit liability or offer or promise payment without RAC's written permission.
7. The Vehicle must be in roadworthy and in good mechanical condition when You commence Your journey.

8. If any Claim is found to be fraudulent in any way Your Claim will be forfeited.

You must, within 7 days of any request from RAC, send to RAC copies of any European accident statements (called a "Constat d'amiable" in France) and/or any police reports should You make a claim following a road traffic incident.

## Caring for our customers

We are committed to providing You with the highest standard of service and customer care.

We realise, however, that there may be occasions when You feel that You did not receive the standard of service You expected. Should You have cause for complaint about any aspect of the service We have provided to You and You have already called Customer Services, who have been unable to resolve the matter to Your complete satisfaction, please contact Us at the relevant address indicated and We will work with You to resolve Your complaint.

If You have used Our breakdown service and You are dissatisfied with any aspect of the services please bring the complaint to Our attention as soon as You can (if possible, within 28 days of being aware of it). Please quote Your full name, contact telephone number or Policy number and where applicable Your Vehicle registration in any communication.

Please write to Us at: Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ. Or email [breakdowncustomer-care@rac.co.uk](mailto:breakdowncustomer-care@rac.co.uk)

If You are dissatisfied with any aspect of service received under Your European Cover please write to Us at the address provided above or call us Freephone from the UK on 0800 107 5861 or from Europe on 00 44 (0)161 332 1040 (Calls may be recorded and/or monitored). Fax: 01922 746 528. Email: [customer-careoperations@rac.co.uk](mailto:customer-careoperations@rac.co.uk)

If You are dissatisfied with any other aspect of the services provided to You please contact Customer Services on 0344 412 2157. If You prefer to put Your complaint in writing please send it to The Customer Relations Manager, Fusion House, Bretton Way, Peterborough PE3 8BG.

In either case, We will deal promptly with Your query. Unless We can satisfactorily resolve Your complaint within 24 hours We will send You an acknowledgement within five working days, along with a leaflet outlining Our complaints procedures. In the unlikely event that We cannot resolve Your complaint to Your satisfaction, depending on the product and the nature of Your complaint You may refer Your concerns to the Financial Ombudsman Service at the following address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: Landlines 0800 023 4567 Mobiles 0300 123 9123. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

This does not affect Your statutory rights to take legal action or exercise any other legal remedy.

### Regulatory status

RAC Motoring Services (in respect of insurance mediation services only) is authorised and regulated by the Financial Conduct Authority. RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Reference numbers are 310208 and 202737 respectively. You can check our authorisation on the Financial Services Register by visiting [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

RAC Motoring Services and RAC Insurance Limited are subsidiaries of Aviva PLC.

### Registered address

RAC Motoring Services (registered in England No. 01424399) and/or RAC Insurance Limited (registered in England No. 2355834) both with registered office of 8 Surrey Street, Norwich, NR1 3NC.

### Financial Services Compensation Scheme

RAC Motoring Services (in respect of insurance mediation activities only) and RAC Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). If We cannot meet Our obligations You may be entitled to compensation from the scheme, depending on Your type of insurance and the circumstances of any Claim. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

### Protecting your information

For the purposes of the Data Protection Act 1998, the data controllers in relation to the information You supply are Marks & Spencer Financial Services plc and BISL Limited.

### Choice of law

The laws of England and Wales govern Your Policy, unless You and We agree otherwise and such agreement has been put in writing by Us.

### Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### Cancellation

This RAC Breakdown Policy is a mandatory part of Your M&S Car Insurance Policy. For further details including cancellation fees and refund of premiums due please read the 'Additional important information' section in Your M&S Car Insurance Policy. This Policy must run alongside Your M&S Car Insurance Policy, therefore, if You cancel the main Policy that cancellation will also automatically apply to this Policy and cover will cease from the date of cancellation.

## Motor Legal Protection Policy

This cover is applicable only if the Schedule shows that Motor Legal Protection cover is included. The Motor Legal Protection Policy provides 4 independent sections of cover:-

- Section 1 - Uninsured Loss Recovery
- Section 2 - Replacement Vehicle and Vehicle Repair
- Section 3 - Motor Prosecution Defence
- Section 4 - Motor Legal Helpline

The High Level Summary of Cover is shown below and you will find the Detailed Policy Wording on the following pages.

### High Level Summary of Cover

This details the high level summary for each section of your Motor Legal Protection Policy.

#### How to make a claim

Sections 1 and 2 - To make a claim under sections 1 and 2 of this Motor Legal Protection Policy please call our claims line 0344 412 2160 - 24 hours a day 365 days a year.

Sections 3 and 4 - To make a claim under sections 3 and 4 of this Motor Legal Protection Policy please call our claims line 0844 858 6872 - 24 hours a day 365 days a year.

#### Section 1 - Uninsured Loss Recovery

##### What is covered under this section of the policy?

If you have had an accident that wasn't your fault, we can instruct a solicitor to act on your behalf and attempt to claim compensation for your uninsured losses including any personal injury. This section provides cover for your legal expenses incurred in pursuing your claim.

##### What Are Uninsured Losses?

These are losses which you, your driver or passengers incur as a result of an accident which was not their fault that are not covered under any insurance policy. Losses can include your policy excess, loss of earnings, compensation for any injuries or vehicle hire charges. Other losses could include your vehicle repair costs, medical fees, compensation for the loss of use of your vehicle, damage to personal belongings, vehicle recovery, storage charges and out of pocket expenses.

##### Significant features and limitations of this section of the policy

- Cover is provided up to a maximum of £100,000 for legal expenses.
- Any claims must be reported within 180 days of the accident.
- The identity of the third party must be known and they must have held valid motor insurance at the time of the accident.
- There must be reasonable prospects of success against the third party.

- The estimated legal costs for the claim must not exceed the estimated value of the claim.

#### Section 2 - Replacement Vehicle and Vehicle Repair

##### What is covered under this section of the policy?

In addition to the cover provided under this policy, if you have had an accident that wasn't your fault, you may be entitled to an alternative hire vehicle that may be an equivalent type to your own whilst yours is off the road and we may be able to arrange to have your vehicle repaired and provide you with up to 12 months interest free credit on the repairs made.

##### Significant features and limitations of this section of the policy

- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.
- Any replacement vehicle is subject to the terms and conditions of the replacement vehicle provider.
- Any claims must be reported within 14 days of the incident.

#### Section 3 - Motor Prosecution Defence

##### What is covered under this section of the policy?

If you are facing suspension or disqualification of your driving licence, we can instruct a solicitor to act on your behalf. This section provides cover for your legal expenses incurred in defending your legal rights.

##### Significant features and limitations of this section of the policy

- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.
- Cover is provided up to a maximum of £20,000 for legal expenses.
- Cover is provided if you are facing suspension or disqualification of your driving licence.
- There must be reasonable prospects of avoiding a suspension or disqualification.
- Cover does not include any fines and penalties.
- Cover excludes any charges relating to alcohol and/or drugs.

#### Section 4 - Motor Legal Helpline

##### What is covered under this section of the policy?

If you require legal advice relating to a motoring issue, our helpline is here to assist.

##### Significant features and limitations of this section of the policy

- Provision of advice on motoring legal problems.
- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.

## Detailed Policy Wording

This details the full policy wording for each section of your Motor Legal Protection Policy.

### Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in **bold** in this Motor Legal Protection Policy:

Word	Definition
<b>ACM</b>	Means ACM ULR Limited, whose role is to administer this policy.
<b>Alternative Hire Vehicle</b>	Means a vehicle provided to the <b>Insured</b> under a credit hire agreement.
<b>Claim</b>	Means a civil claim for damages for any <b>Uninsured Loss</b> arising out of an <b>Insured Event</b> .
<b>Conditional Fee Agreement / Damages Based Agreement</b>	An agreement between <b>You</b> and the <b>Solicitor</b> which sets out the terms under which the <b>Solicitor</b> will charge <b>You</b> for their own fees.
<b>Court</b>	Means a court or tribunal in the United Kingdom (excluding the Isle of Man and the Channel Islands) where the <b>Litigation</b> is proceeding.
<b>Insured</b>	The person, firm or company to whom this policy has been issued and who has paid the premium.
<b>Insured Event</b>	Means a road traffic accident arising from the negligence of a <b>Third Party</b> .
<b>Insured Liability</b>	<b>Your</b> legal obligation to pay <b>Third Party Costs</b> , <b>Own Solicitor's Costs</b> and <b>Own Disbursements</b> which <b>We</b> have agreed to provide cover for up to the <b>Limit of Indemnity</b> .
<b>Insured Vehicle</b>	The motor car, motorcycle or commercial vehicle specified in the underlying policy of motor insurance taken out by the <b>Insured</b> , including any caravan, sidecar or trailer properly constructed to be towed by such a vehicle and attached to it by normal means.
<b>Legal Costs and Expenses</b>	Solicitor's costs and expenses incurred in defending the legal rights of the <b>Insured</b> .
<b>Limit of Indemnity</b>	Is the maximum sum that the <b>Underwriter</b> will pay in total in respect of <b>Your Insured Liability</b> in relation to the <b>Litigation</b> subject always to the maximum amount of £100,000.
<b>Litigation</b>	All work reasonably undertaken by the <b>Solicitor</b> to pursue <b>Your Claim</b> and work to have been undertaken with the approval of the <b>Underwriter</b> and subject to the jurisdiction of the <b>Court</b> .
<b>Motor Vehicle Insurance Policy</b>	Means the vehicle insurance policy issued to the <b>Insured</b> in compliance with the Road Traffic Act.
<b>Order</b>	Means an order made by the <b>Court</b> in connection with the <b>Litigation</b> .
<b>Own Disbursements</b>	Means <b>Your</b> liability for the following, reasonably and proportionally incurred, expenses for: Medical records, DVLA search fees, police accident report, experts reports, court fees, witness expenses and such other fees required for the proper advancement of the <b>Litigation</b> as <b>We</b> agree.

<b>Own Solicitor's Costs</b>	The reasonable and proportionate but irrecoverable costs incurred by the <b>Solicitor</b> on a standard basis which <b>You</b> have to pay but excluding any percentage uplift applied to those costs under any <b>Conditional Fee Agreement</b> or any fee charged based on a percentage of the damages <b>You</b> recover under a <b>Damages Based Agreement</b> .
<b>Period of Insurance</b>	Means the period during which the <b>Motor Vehicle Insurance Policy</b> is in force.
<b>Prospects of Success</b>	The reasonable prospects, which are considered to be a 51% or better, of making a successful recovery from the <b>Third Party</b> and where <b>Your Claim</b> outweighs <b>Your Own Solicitor's Costs</b> and <b>Your Own Disbursements</b> of pursuing the <b>Claim</b> .
<b>Solicitor</b>	The appropriately qualified lawyer or legal representative appointed to act on behalf of <b>You</b> .
<b>Special Territorial Limits</b>	Means England, Wales, Scotland, Northern Ireland and Isle of Man.
<b>Territorial Limits</b>	Means countries in the EU, EEA, Andorra, Isle of Man, Channel Islands and Switzerland.
<b>Third Party</b>	Means the other person and/or party responsible for the <b>Insured Event</b> , excluding <b>You</b> .
<b>Third Party Costs</b>	<b>Third Party</b> legal fees, disbursements and expenses which <b>You</b> are ordered to pay by a <b>Court</b> or which, with <b>Our</b> approval, <b>You</b> : a) Agree to pay; or b) Become liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or c) Become liable to pay as a result of rejecting a Part 36 offer but then going on to recover less than the offer, provided that such rejection was in accordance with the advice of <b>Your Solicitor</b> and agreed by <b>Us</b> ; or d) Become liable to pay by discontinuing the <b>Litigation</b> under Part 38 of the Civil Procedure Rules.
<b>Underwriter</b>	AmTrust Europe Limited, who underwrites Section 1 and Section 3 of this Motor Legal Protection Policy.
<b>Uninsured Loss</b>	Means any loss sustained by <b>You</b> arising out of an <b>Insured Event</b> where such loss is recoverable from the insurers of the <b>Third Party</b> .
<b>We, Us, Our</b>	Means <b>ACM</b> and/or the <b>Underwriter</b> where appropriate.
<b>You / Your</b>	The <b>Insured</b> and any authorised driver of or passenger carried in or on the <b>Insured Vehicle</b> , or their legal representatives in the event of death.

Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the policy commencement date.

Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders.

If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.

The headings in this policy are for reference only and shall not be considered when determining the meaning of this policy.



## Section 1 - Uninsured Loss Recovery

This section is underwritten by AmTrust Europe Ltd and administered by ACM ULR Limited.

### 1. What is Covered

- 1.1 The **Underwriter** will indemnify **You** against **Your Insured Liability** for any **Claim** against a **Third Party** arising from or out of:
  - Uninsured Loss – Any financial losses **You** suffer as a result of an **Insured Event** and which **You** are not insured for under any other policy of insurance.
  - Personal Injury - **Your** death or personal injury suffered as a result of an **Insured Event**.
- 1.2 The **Underwriter** will indemnify **You** against **Your Insured Liability** in relation to the above, subject to:
  - The **Insured Event** taking place within the **Territorial Limits** and within the **Period of Insurance**;
  - The **Litigation** having **Prospects of Success**;
  - The maximum sum **We** pay not exceeding the **Limit of Indemnity**; and
  - The terms and conditions of this policy.

### 2. What is not Covered

In addition to the points listed below, please read paragraph 2 'What is not Covered' of the General Terms and Conditions.

- 2.1 Any **Third Party Costs**, **Own Solicitor's Costs** and **Own Disbursements** incurred prior to **Our** confirmation of indemnity being granted to **You** under this policy.
- 2.2 Any appeal against any **Order** made in the **Litigation**.
- 2.3 **Own Solicitor's Costs** to the extent that the hourly rate of a solicitor chosen by **You** exceeds the rates set out in **Our** Non-panel Solicitor Terms and Conditions.
- 2.4 Any **Claim** where the **Third Party** cannot be traced or does not hold valid motor insurance at the time of the accident.
- 2.5 Any **Claim** not reported to **Us** within 180 days of the occurrence of the **Insured Event**.
- 2.6 Any **Claim** or counter claims made against **You** by the **Third Party**.
- 2.7 Any legal proceedings dealt with by a court or other body, outside the United Kingdom and/or to which **We** have not agreed.

### 3. General Conditions

#### Conduct of the Litigation

- 3.1 **We** can attempt to settle **Your Claim** arising from the **Insured Event** prior to the appointment of a **Solicitor** or the start of **Litigation**.
- 3.2 **We** can take over conduct of the **Litigation** at any time in **Your** name.

- 3.3 **We** can issue **Court** proceedings for the **Underwriter's** benefit in **Your** name to recover any payments **We** or the **Underwriter** have made under this policy.
- 3.4 **We** may at **Our** discretion discharge all liabilities to **You** by paying a sum equal to the losses claimed subject always to such sum not exceeding the **Limit of Indemnity**.
- 3.5 Where proceedings are to be commenced in respect of an **Insured Event** occurring within the **Territorial Limits** and outside of the United Kingdom, the **Solicitor** shall initiate proceedings within the courts of the United Kingdom only.

#### Your Obligations

- 3.6 **You** must report all **Claims** to **Us** without delay and not later than 180 days after the **Insured Event**.
- 3.7 For **Claims** being decided by a **Court** in England and Wales, **You** will be required to enter into a **Conditional Fee Agreement** with the **Solicitor** under which if **You** lose **Your Claim** **You** will not be required to pay their fees, provided **You** have complied with the terms and conditions of the **Conditional Fee Agreement**.
- 3.8 The **Litigation** must be conducted in a manner such that **Your Insured Liability** is reasonable and proportionate to **Your Claim**.
- 3.9 **You** must co-operate with **Us** at all times and forward any communications received in connection with an **Insured Event** to **Us** without delay and supply **Us** with any information **We** require.
- 3.10 **You** must co-operate with the **Solicitor** including giving such instructions as **We** require and keep the **Solicitor** and **Us** fully informed of any developments or material changes in circumstances that may affect the progress or settlement of the **Litigation**.
- 3.11 **You** must advise **Us** immediately of any offers of payments to settle the **Litigation**.
- 3.12 **You** must not accept any offer of payment or enter into settlement negotiations without **Our** express agreement.
- 3.13 **You** must co-operate fully with **Us** to assist **Us** to recover any payments **We** have made on **Your** behalf in respect of **Your Insured Liability**.
- 3.14 **You** must adhere to the terms and conditions of this policy at all times. If **You** make any **Claim** under this policy which is fraudulent or false or where there is collusion between **You** and the **Third Party** or any witness this policy shall be declared void and shall no longer apply.
- 3.15 **You** must not act dishonestly, exaggerate or otherwise attempt to mislead **Us**, **Your Solicitor** or anyone else in relation to **Your Claim** and if **You** do so then this policy shall be declared void and shall no longer apply.

#### 4. Representation

- 4.1 **We** have the right to make investigations into the case.
- 4.2 Where appropriate **We** will pass the **Claim** to a **Solicitor** to be dealt with. They will be instructed in **Your** name and may negotiate and settle the **Claim** for losses arising from the **Insured Event** on **Your** behalf.
- 4.3 Where **Court** proceedings are necessary or where it is otherwise required, the legal representative will be a solicitor chosen by **Us**. If **You** wish to appoint **Your** own solicitor **You** must notify **Us** in writing and provide details of the firm and the individual solicitor at that firm that **You** intend to instruct. **We** will make contact with the individual solicitor to obtain written confirmation of their qualifications and expertise. The solicitor must sign **Our** Non-panel Solicitor Terms and Conditions and they will be under a duty to minimise the costs of any **Litigation**.
- 4.4 Once **Your** chosen solicitor has signed **Our** Non-panel Solicitor Terms and Conditions, they will become the **Solicitor** subject to the terms and conditions of this policy and **Our** Non-panel Solicitor Terms and Conditions. **You** must not change the **Solicitor** without **Our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to **Your** rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

#### 5. Terms applicable to Own Solicitors Costs and Own Disbursements

- 5.1 **We** shall only be liable to pay **Own Solicitor's Costs** and **Own Disbursements** after the conclusion of the **Litigation**.
- 5.2 **We** shall only be liable to pay **Own Solicitor's Costs** and **Own Disbursements** to the extent that **You** do not recover **Own Solicitor's Costs** and **Own Disbursements** from the **Third Party** following a detailed or summary assessment or as part of any settlement which is attributed by the settlement agreement or **Order** as to **Own Solicitor's Costs** and **Own Disbursements**.
- 5.3 Any **Insured Liability** for **Own Solicitor's Costs** and **Own Disbursements** is subject to the following conditions:
- It is necessary to incur **Own Solicitor's Costs** and **Own Disbursements** in order to proceed with **Your** case and the costs are reasonable and proportionate in amount;
  - Where **Own Solicitor's Costs** and **Own Disbursements** represent payment for the work of others (such as, but not limited to, expert witnesses), the work is monitored by **Your Solicitor** as it is carried out in order to ensure that it is necessary to proceed with the case and the costs are reasonable and proportionate in amount;

- **You** will repay any **Insured Liability** for **Own Solicitor's Costs** and **Own Disbursements** if **We** pay them and they are subsequently recovered by **You** from the **Third Party**;
- **We** shall not be liable to indemnify **You** for VAT on any **Insured Liability** if and to the extent that the VAT can be recovered;
- **You** will not be entitled to indemnity if, without the **Underwriter's** approval, **You** conclude a settlement with the **Third Party** or discontinue the **Litigation** on terms which preclude **Your** recovery of **Own Solicitor's Costs** and **Own Disbursements**; and
- In the event of **You** appointing **Your** own solicitor **We** will only be liable to pay **Own Solicitors Costs** at the rate set out in **Our** Non-panel Solicitor Terms and Conditions. If the chosen solicitor charges an hourly rate in excess of the rate set out in **Our** Non-panel Solicitor Terms and Conditions **You** will be solely responsible for the shortfall.

#### 6. Dual insurance

- 6.1 If **You** have another policy of legal expenses insurance that provides cover for **Your Claim** and **Litigation**, **We** will only cover **Our** proportionate share of the **Claim** and **Litigation** assuming that the other policy of legal expenses insurance had paid out in full.

#### 7. Disputes

- 7.1 If **We** do not initially think there is a reasonable **Prospect of Success**, **We** will, at **Your** request, pay for **Your Claim** to be reviewed by **Us**, for a period of up to 3 hours to reassess the **Prospects of Success**.
- 7.2 Any dispute between **You** and **Us** in relation to **Your Claim** and/or **Litigation**, that has not been resolved as part of the complaints procedure within the Customer Satisfaction section, shall be referred to a single arbitrator who shall be a barrister mutually agreed upon by **You** and **Us** or, failing agreement, appointed by the Bar Council. The arbitration shall take place in London and shall take the form of written and/or oral submissions (at the discretion of the arbitrator). The decision of the arbitrator shall be final and binding. The arbitrator shall have the power to award costs (including his fee for conducting the arbitration) and any costs payable by **You** shall not be recoverable under this policy.

## Section 2 – Replacement Vehicle and Vehicle Repair

This section is administered by ACM ULR Limited.

### 1. What is Covered

- 1.1 In addition to the cover provided by this policy, if the damage to the **Insured Vehicle** occurs

within the **Special Territorial Limits**, **We** may be able to offer the following additional services, independently from this policy:

- **We** may be able to obtain an **Alternative Hire Vehicle** of an equivalent type, pending repair or replacement of the **Insured Vehicle**, if the damage prevents the **Insured Vehicle** from being driven and is caused by the negligent or wilful act of a **Third Party** who has the benefit of valid motor insurance and provided **We** have identified the **Third Party** and their insurers.
- If the damage to the **Insured Vehicle** is caused by the negligent or wilful act of a **Third Party** who has the benefit of valid motor insurance then, provided **We** have identified the **Third Party** and their insurers and the **Insured Vehicle** can be repaired, **We** may be able to arrange to have the **Insured Vehicle** repaired and to provide **You** with up to 12 months interest free credit on the repairs made.

## 2. General Conditions

- 2.1 **You** must report the damage to the **Insured Vehicle** to **Us** within 14 days of the incident.
- 2.2 Provision of the **Alternative Hire Vehicle** is subject to the terms and conditions of the provider of the **Alternative Hire Vehicle**. These are available from the provider at the time the **Alternative Hire Vehicle** is provided or can be obtained from **ACM** on request.
- 2.3 **You** must provide any assistance required by **ACM** or any such representative in connection with the recovery of any costs incurred in connection with the provision of an **Alternative Hire Vehicle** from any **Third Party** at fault in connection with the incident giving rise to the damage to the **Insured Vehicle**, including permitting **ACM** or any such representative to take proceedings in **Your** name and/or assigning any rights against any such **Third Party** to **ACM** or its representative.
- 2.4 The **Alternative Hire Vehicle** provided will be a manual transmission vehicle unless **Your** driving licence only permits **You** to drive an automatic transmission vehicle in which case an automatic transmission vehicle will be provided.
- 2.5 **You** must produce **Your** original full valid driving licence and disclose any driving penalty notices or convictions before an **Alternative Hire Vehicle** will be provided.
- 2.6 **You** must provide valid credit or debit card details before an **Alternative Hire Vehicle** will be provided.
- 2.7 **You** will be responsible for any fuel costs, fares, fines and fees.
- 2.8 **You** must pay a security/fuel deposit when an **Alternative Hire Vehicle** is provided. This is refundable on return provided the **Alternative Hire Vehicle** is free from damage and has the same amount of fuel as when provided.

- 2.9 **You** can choose to upgrade to any vehicle other than the **Alternative Hire Vehicle** offered, but the costs of such upgrade will be **Your** responsibility.
- 2.10 No **Alternative Hire Vehicle** may be used outside the **Special Territorial Limits**.
- 2.11 **You** will be responsible for any hire costs if **You** fail to return the **Alternative Hire Vehicle** when requested to do so by the provider of the **Alternative Hire Vehicle**.

## 3. What is not Covered

In addition to the points listed below, please read paragraph 2 'What is not Covered' of the General Terms and Conditions.

Services will not be provided under this Section 2 in any case where:-

- 3.1 the damage to the **Insured Vehicle** took place prior to the **Period of Insurance**.

## Section 3 – Motor Prosecution Defence

This section is underwritten by AmTrust Europe Ltd and administered by ACM ULR Limited.

### 1. What is Covered

- 1.1 **We** will pay up to £20,000 in defending the legal rights of the **Insured** including an appeal against conviction or sentence after an event where the **Insured** receives a summons, a requisition for prosecution, or is charged and required to go to court which arises as a result of the **Insured** using the **Insured Vehicle** where:-
  - The **Insured** is facing suspension or disqualification of their driving licence; and
  - The representative of the **Insured** considers that there are reasonable prospects of avoiding that outcome; and
  - The **Insured Vehicle** was being used within the **Special Territorial Limits**.

### 2. What is not Covered

In addition to the points listed below, please read paragraph 2 'What is not Covered' of the General Terms and Conditions.

- 2.1 If **We** consider that there is no realistic prospect of a disqualification or suspension, or of avoiding a disqualification or suspension.
- 2.2 Any **Legal Costs and Expenses** covered by **Your Motor Vehicle Insurance Policy**.
- 2.3 If **You** fail to provide **Us** with reasonable notice of a prosecution and **We** or **Your Solicitor** is unable to prepare in advance of any hearing.
- 2.4 If **We** have not agreed to the **Legal Costs and Expenses** involved in **Your** claim.
- 2.5 Prosecutions arising from or relating to any deliberate act of criminal damage, aggression or assault against another party by **You**.

- 2.6 Any fines, penalties, court costs, prosecution costs, victim surcharges or compensation awarded against **You** by a criminal court.
- 2.7 Any offences which are brought against **You** and for which **You** are alleged to be under the influence of alcohol and/or drugs, or any offences which are associated with or related to an alcohol and/or drugs offence.

### 3. General Conditions

- 3.1 **You** must co-operate with **Us** at all times and forward any communications received in connection with **Your** prosecution without delay and supply **Us** with any information **We** require.
- 3.2 **You** must co-operate with the **Solicitor** including giving such instructions as **We** require and keep the **Solicitor** and **Us** fully informed of any developments or material changes in circumstances.
- 3.3 **You** must not attempt to exaggerate or mislead **Us**, **Your Solicitor** or anyone else in relation to **Your** prosecution, otherwise this policy shall be declared void and no longer apply.

### 4. Representation

- 4.1 **We** have the right to make investigations into the case.
- 4.2 Where appropriate **We** will appoint a **Solicitor** to act on **Your** behalf.
- 4.3 If **You** wish to appoint **Your** own solicitor **You** must notify **Us** in writing and provide details of the firm and the individual solicitor at that firm that **You** intend to instruct. **We** will make contact with the individual solicitor to obtain written confirmation of their qualifications and expertise. The solicitor must sign **Our** Non-panel Solicitor Terms and Conditions and they will be under a duty to minimise the **Legal Costs and Expenses**.
- 4.4 Once **Your** chosen solicitor has signed **Our** Non-panel Solicitor Terms and Conditions, they will become the **Solicitor** subject to the terms and conditions of this policy and **Our** Non-panel Solicitor Terms and Conditions. **You** must not change the **Solicitor** without **Our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to **Your** rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

## Section 4 – Motor Legal Helpline

This section is administered by ACM ULR Limited.

### 1. What is Covered

- 1.1 If the **Insured** requires legal advice relating to a motoring issue, **Our** helpline is here to assist. This will cover advice relating to motoring legal problems arising within the **Special Territorial Limits**.

## General Terms and Conditions Applicable to Sections 1, 2, 3 and 4

### 1. How to make a claim

- 1.1 Sections 1 and 2 - To make a claim under sections 1 and 2 of this policy please call our claims line 0344 412 2160 24 hours a day 365 days a year.  
Sections 3 and 4 - To make a claim under sections 3 and 4 of this policy please call our claims line 0344 858 6872 24 hours a day 365 days a year.

**You** will need to confirm the following:

- Policyholder's name and address
- Policy number

### 2. What is not Covered

In addition to the items listed in Sections 1, 2, 3 and 4, the following are also not covered under this policy:

- 2.1 Any **Claim** or service offered by this policy arising out of or relating to any deliberate criminal act or omission committed by **You**, or fines and penalties imposed by a criminal court.
- 2.2 Any **Claim** or service offered by this policy where the **Insured** does not hold a valid motor insurance policy and/or where the motor insurers are entitled to avoid cover under the **Motor Vehicle Insurance Policy**.
- 2.3 Any **Claim** or service offered by this policy where the **Insured** has not paid the premium.
- 2.4 Any **Claim** or service offered by this policy occurring from use of the **Insured Vehicle** for motor racing, rallies, speed trials or competitions of any kind.
- 2.5 Any **Claim** or service offered by this policy where the **Insured Vehicle** is found to be in an unroadworthy condition or does not have a valid road fund licence or valid MOT certificate at the time of the **Insured Event**.
- 2.6 Any **Claim** or service offered by this policy that is made by the driver of the **Insured Vehicle** where the driver does not have a valid driving licence.
- 2.7 Any **Claim** or service offered arising from:-
  - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it;
  - Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under any government or public or local authority;
  - Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; or
  - The failure of any device to recognise, interpret or process any date as its true calendar date.

### 3. Cancellation

- 3.1 This policy will automatically be cancelled in the event that the underlying **Motor Vehicle Insurance Policy**, in connection with which it is arranged, is cancelled or avoided at any time.

#### Where You cancel Your policy

- 3.2 This policy is a mandatory part of **Your Motor Vehicle Insurance Policy** and will automatically be cancelled in the event that the underlying **Motor Vehicle Insurance Policy**, in connection with which it is arranged, is cancelled or avoided at any time. For further details, please read the cancellation sections in **Your Motor Vehicle Insurance Policy**.

#### Where We cancel Your policy

- 3.3 **We** may cancel this policy at any time provided that **We** give **You** 30 days notice. **We** will only cancel this policy if there are serious grounds to do so such as serious breaches of the terms and conditions of this policy, if **We** reasonably suspect fraud or the misrepresentation of **Your Claim**, if **You** act in an abusive or threatening manner to **Our** staff or if **You** fail to respond to **Our** requests for additional information.

### 4. Automatic Renewal

- 4.1 For **Your** protection, **We** reserve the right to automatically renew this policy annually in conjunction with the underlying **Motor Vehicle Insurance Policy**. If **We** do not receive **Your** instructions to cancel the policy from the renewal date, **We** may, at **Our** option, renew **Your** policy. **You** will then be liable for any premiums that fall due. **You** may opt out of the automatic renewal process at any time by contacting **Our** Customer Services helpline shown in **Your** main **Motor Vehicle Insurance Policy** documents.

### 5. Subrogation

- 5.1 If **We** make a payment under this policy, **We** will be subrogated to any and all of **Your** rights in connection with such payment. **You** also agree to give **Us** as much assistance as **We** may reasonably require in relation to the exercise by **Us** of **Our** subrogated rights.

### 6. Contracts (Rights of Third Parties) Act 1999

- 6.1 A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

### 7. Dishonest and fraudulent claims

- 7.1 If the **Court** makes a finding of fraud this policy shall be cancelled from the outset and all rights that **You** have under this policy shall be forfeited. **We** shall be entitled to recover any payments **We** have previously made.

### 8. Assignment

- 8.1 **You** may not assign **Your** rights under this policy

without **Our** prior written consent.

### 9. Governing Law

- 9.1 **We** and **You** agree that this policy shall be construed in accordance with the laws of England and Wales, unless otherwise agreed.

### 10. Change of Law

- 10.1 **We** reserve the right to amend this policy or any part thereof to ensure compliance with any new law affecting or applicable to the subject matter of this policy that may, from time to time come into force.

### 11. Customer Satisfaction

- 11.1 Any enquiry or complaint regarding this policy may be addressed to: the Customer Relations Department, ACM ULR Limited, Fusion House, Bretton Way, Bretton, Peterborough, PE3 8BC. If **You** are not satisfied with the way the complaint has been dealt with **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: Landlines 0800 023 4567 Mobiles 0300 123 9123. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The complaints procedure above does not affect any legal rights **You** may have.

#### 11.2 Financial Services Compensation Scheme

AmTrust Europe Limited, who underwrites Section 1 and Section 3 of this policy, is covered by the Financial Services Compensation Scheme. **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. Further information is available from the FSCS on their website at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting them on 0207 741 4100.

**ACM** is a trading name of ACM ULR Limited Registered No. 3832599. Registered office: Pegasus House, Bakewell Road, Orton Southgate, Peterborough, PE2 6YS. Authorised and regulated by the Financial Conduct Authority, Financial Services Number 306408 and regulated by the Claims Management Regulator in respect of regulated claims management activities.

AmTrust Europe Limited Registered No. 1229676. Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Number 202189. **You** can check the above details on the Financial Services Register by visiting the FCA website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

### 12. Data Protection & Privacy Statements

- 12.1 For details of **Our** data protection and privacy statements please refer to **Your Motor Insurance Vehicle Policy**.

## Guaranteed replacement car

### Administered by ACM ULR Limited

Emergency Hotline 0344 412 2160 – 24 hours a day  
365 days a year

You will need to confirm the following:

- Policyholder's name and address
- Policy number

This Guaranteed replacement car/van service (the “**service**”) is an additional service available to holders of certain motor insurance policies, which is intended to provide them with replacement vehicles for limited periods of time when their vehicles are damaged, destroyed or stolen. The **service** is provided by ACM

ULR Limited and is available only to purchasers of motor insurance policies arranged and administered by its associated company BISL Limited.

The **service** is provided on the terms of this Agreement and the provision of the **service** is conditional upon all payments due in respect of the **service** and the motor insurance policy in conjunction with which it was arranged having been made. Details of when and how these payments are to be made are set out in the **motor vehicle insurance policy** in conjunction with which the **service** is arranged in the section headed “How we have calculated the cost of your cover”.

### 1 Definitions

Each of the words or phrases listed below will have the same meanings wherever they appear in **bold** in this Agreement.

Word	Definition
ACM	means ACM ULR Limited which administers this <b>service</b> and arranges the provision of the vehicle provided under the terms of the <b>service</b> .
Replacement vehicle	means any vehicle provided pursuant to this <b>service</b> .
Motor vehicle insurance policy	means the motor vehicle insurance policy in conjunction with which this <b>service</b> was arranged.
Insured vehicle	means the motor car, motorcycle or commercial vehicle insured under the <b>motor vehicle insurance policy</b> .
Period of insurance	means the period during which the <b>motor vehicle insurance policy</b> is in force.
Hire vehicle	means a vehicle offered to <b>you</b> under the terms of any applicable Motor legal protection product.
You, your	means the person, firm or company who has taken out this service.
Territorial limits	means England, Wales, Scotland, Northern Ireland and the Isle of Man.

## 2 Provision of replacement vehicle

If damage to the **insured vehicle** occurs within the **territorial limits** as a result of accident, fire or theft and the damage prevents the **insured vehicle** from being driven or if the **insured vehicle** is stolen from a location within the **territorial limits**, **ACM** will, provided that all payments which have at the time fallen due in respect of this **service** and the applicable **motor vehicle insurance policy** have been made and all **your** obligations under this **service** and the applicable **motor vehicle insurance policy** have been complied with, arrange for **you** to be provided with a **replacement vehicle** free of charge but subject to the terms and conditions contained and referred to in this Agreement.

## 3 Duration of service

A **replacement vehicle** will be provided until the earliest of:

- (i) the date of completion of any necessary repairs to the **insured vehicle**;
- (ii) the date on which any **hire vehicle** is offered to **you**, or;
- (iii) the date on which any courtesy car is made available to **you** by any person, firm or company responsible for carrying out or paying for any repairs to the **insured vehicle**.

However, in no circumstances will any **replacement vehicle** be made available for a period of longer than 28 days. At the end of the period for which a **replacement vehicle** is made available to **you** under this paragraph 3 **you** must immediately return the **replacement vehicle** in accordance with any instructions given by **ACM** or the provider of the **replacement vehicle**.

## 4 Conditions

4.1 **ACM** will not be obliged to arrange the provision of a **replacement vehicle** of more than 1 litre engine capacity (where the **insured vehicle** is a car) or of greater capacity than a car derived van (where the **insured vehicle** is a commercial vehicle). If **you** wish to upgrade to any other vehicle the cost of the upgrade will be **your** responsibility.

4.2 All **replacement vehicles** are provided subject to the following terms and conditions:-

- (i) The terms and conditions of the provider of the **replacement vehicle** arranged by **ACM**. These are available from the provider at the time the **replacement vehicle** is provided or can be obtained from **ACM** on request.
- (ii) **You** must produce **your** original full driving licence when any **replacement vehicle** is provided.
- (iii) **You** must disclose any driving penalty notices or convictions before a **replacement vehicle** is provided.

(iv) **You** must provide valid credit or debit card details before a replacement vehicle is provided.

(v) **You** will be responsible for any fuel costs, fares, fines and fees.

(vi) **You** must pay a security/fuel deposit when the **replacement vehicle** is provided. This is refundable on return provided the **replacement vehicle** is free from damage and has the same amount of fuel as when provided.

(vii) In the event of theft, attempted theft, vandalism or criminal damage to the **insured vehicle** **you** must provide a police crime reference number before a **replacement vehicle** can be provided.

(viii) No **replacement vehicle** may be used outside the **territorial limits**.

## 5 Reporting of incidents

**You** must report to **ACM**, or to any representative nominated by it, any incident which may give rise to a claim for the provision of a **replacement vehicle** under this **service** without delay, and in any event within 14 days of the occurrence of that incident, and must provide without delay all information requested by **ACM** or any representative appointed by it to deal with the matter, in relation to that incident. **You** must provide any assistance required by **ACM** or any such representative in connection with the recovery of any costs incurred in connection with the provision of a **replacement vehicle**, from any third party at fault in connection with the incident giving rise to the damage to the **insured vehicle**, including permitting **ACM** or any such representative to take proceedings in **your** name and/or assigning any rights against any such third party to **ACM** or its representative.

## 6 Exclusions

A **replacement vehicle** will not be provided in any case where:-

- 6.1 The damage to the **insured vehicle** took place prior to the **period of insurance** or more than 14 days before being reported to **ACM**.
- 6.2 **You** have failed at the time of reporting the incident or at any other stage to disclose to **ACM** or any representative appointed by it any facts relevant to the incident.
- 6.3 **You** do not have a valid **motor vehicle insurance policy**, valid road fund licence or MOT for the **insured vehicle** or a valid driving licence.
- 6.4 The **insured vehicle** was not in a roadworthy condition immediately prior to the damage occurring.
- 6.5 The insurers under the **motor vehicle insurance policy** are entitled to repudiate or avoid the **motor vehicle insurance policy** or to refuse cover.

- 6.6 The damage to the **insured vehicle** results from any deliberate or criminal act or omission or any other act or omission which **ACM** reasonably believes to be of a fraudulent nature.
- 6.7 The **insured vehicle** is damaged or stolen outside the **territorial limits**.
- 6.8 The damage to the **insured vehicle** arises from:-
- (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it;
  - (iii) riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority;
  - (iv) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds;
  - (v) the failure of any device to recognise, interpret or process any date as its true calendar date.

## 7 Compliance and avoidance

**ACM** has the right to cancel this Agreement and/or decline to provide the **service** if:-

- 7.1 **You** do not hold a valid **motor vehicle insurance policy** in respect of the **insured vehicle** at the time of the damage to the **insured vehicle**.
- 7.2 **Your** motor insurers are entitled to avoid the **motor vehicle insurance policy** or refuse cover.
- 7.3 Any request for the provision of a **replacement vehicle** or any other **service** under this **service** is fraudulent or false in any respect.

## 8 Alteration

**You** must notify **ACM** immediately of any change which could affect the provision of the **service**.

## 9 Communication

All notices and communications from **ACM** or any of its representatives will be considered to have been sent if despatched to **your** last known address.

## 10 Complaints

Any enquiry or complaint relating to this **service** may be addressed to The Customer Relations Department, ACM ULR Limited, Fusion House, Bretton Way, Bretton, Peterborough PE3 8BG. If **you** are not satisfied with the way the complaint is being dealt with **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: Landlines 0800 023 4567 Mobiles 0300 123 9123. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). This complaints procedure does not affect any legal rights **you** may have.

## 11 Arbitration

In the event of any dispute or difference whatsoever arising out of the **service** or any request for the provision of a **replacement vehicle** the matter shall be referred to an arbitrator who shall be a solicitor or barrister agreed by **ACM** and **you**. By making any request to use the **service** **you** agree to be party to any arbitration under this clause whether this Agreement was originally entered into by **you** or any other party, whether alone or jointly with any such other party and whether as claimant or respondent. If an arbitrator cannot be agreed then the President of The Law Society or the Chairman of the Bar Counsel or similar legal professional body within the **territorial limits** will choose one. The appointment and subsequent arbitration shall be binding on both parties. Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against **ACM** or **you** the arbitrator will decide how the costs are to be shared.

## 12 Governing law

This agreement shall be governed by and construed in accordance with English law.

## 13 Entire agreement

This agreement contains the entire agreement between **ACM** and **you** relating to the provision of the **service** and no other representation or warranty by **you** or **ACM** or any representative of **ACM** or any third party shall have any contractual effect unless agreed by both parties in writing.

## 14 Cancellation

This Guaranteed Replacement Car product is a mandatory part of **your motor vehicle insurance policy**. For further details including cancellation fees and refund of premiums due please read the 'Additional important information' section in **your motor vehicle insurance policy**. This product must run alongside **your motor vehicle insurance policy**, therefore, if **you** cancel the main policy that cancellation will also automatically apply to this product and cover will cease from the date of cancellation.



## 15 Protecting your information

For the purposes of the Data Protection Act 1998, the data controllers in relation to the information **you** supply are Marks & Spencer Financial Services plc and BISL Limited.

## Important Information about Our Insurance Intermediary Services

### Your contract with BISL Limited ('We/Us/Our')

BISL Limited is an insurance intermediary and you will enter into two separate contracts when you take out an insurance policy through Us. The first contract is with Us and sets out the terms and conditions under which We will arrange and administer your insurance policy on your behalf and any fee(s) that We shall charge you for providing Our insurance intermediary services. Use this information to decide if Our services are right for you.

You will also enter into a separate contract with the insurer for providing your insurance. Details of the premium charged and the terms and conditions relevant to the insurance policy are set out in your Welcome Pack. When you purchase additional products or pay for your policy by installments using a fixed sum loan agreement, you will enter into further contracts with each insurer or supplier for these services.

### Your demands and needs

We have not provided advice on whether the policy is suitable for your needs or made any recommendations. We offer products from a range of insurers for car insurance.

### What Insurance Intermediary Services will We provide?

Our services We will provide to you on your behalf include:

- Arranging your vehicle insurance by selecting a range of best prices from Our panel of insurers that We can offer, arranging your cover with the insurer based on your requirements, dealing with your payment and providing you with the details and documentation relating to your policy.
- Deal with your requests for adjustments you have to make to your policy, such as changes to the cover required, the use and/or vehicle insured. We will notify the insurer, deal with any amendments of risk or adjustments of premium required and provide you with confirmation of any changes to your policy. We may arrange cover with an alternative insurer if the amendments to your policy are not acceptable to your original insurer.
- We will also arrange the cancellation of your policy at your request, notifying the insurer, dealing with any refunds of premium, confirming the changes to your policy and arranging for the return of documents.
- Deal with your requests for any duplicate or replacement documentation relating to your policy and/or additional products.
- We will arrange optional additional add-on products where you consider these products meet your needs. • We will also arrange the renewal of your insurance and additional products based on your requirements (see Automatic Renewal section below).

### Our fees and charges

We will charge you the following fees where applicable for providing Our insurance intermediary services to you:

### Cancellation fee

If either you or We cancel within 14 days of receiving your policy documentation We will charge you the cost for the amount of time you have been covered unless you have made a total loss claim in which case no refund will be given and all premiums would be due. If either you or We cancel more than 14 days after receiving your policy documentation We will charge you a fee of £50 and the cost for the amount of time you have been covered. This is providing no claims have been made. If a claim has been made, or there has been an incident which may lead to a claim, no refund will be given and all premiums would be due. In this event you will not be charged the £50 fee. If upon investigation we find that you are no longer eligible for an add-on product, a refund will be provided on a pro-rata basis. We have provided you with information on how to cancel your policy in the cancellation section of your Motor policy wording, Section 15. This clearly sets out Our approach to providing you with a refund of premium for your time on cover. We will pay any refund due to the bank account or credit/debit card we hold on file.

### Administration fee

If you make an underwriting change to your policy after the first 14 days, we may charge an administration fee of £25. We have provided you with a list of examples of the things that We need to know about in the Important customer information section of your Motor policy wording, Section C.

### Compensation

We are 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 90% 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 schemes arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

### Who regulates us

M&S Insurance is a trading name of Marks & Spencer Financial Services plc. Kings Meadow, Chester CH99 9FB. Marks & Spencer Financial Services plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Register number 151427.

BISL Limited are authorised and regulated by the Financial Conduct Authority. Register number 308896. BISL's permitted business is arranging general insurance contracts.

You can check on the register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

## Your essential numbers

### Had an accident or need to make a claim?

Call our emergency claims helpline

Lines are open 24 hours a day. Calls may be recorded.

**0344 412 2160**

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### Damaged windscreen?

Call our windscreen repair and replacement helpline

Lines are open 24 hours a day. Calls may be recorded.

**0330 018 3236**

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### Need to claim uninsured losses?

Call for motor legal protection assistance

Lines are open 24 hours a day. Calls may be recorded.

**0344 412 2160**

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### In a vehicle that's broken down?

Call for assistance at home or on the roadside

Lines are open 24 hours a day. Calls may be recorded.

**0800 056 3402**

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### Customer Services

Call us if you have any other queries

Lines are open 8am-9pm Monday to Friday, 9am-6pm Saturday and 10am-4pm Sunday. Calls may be recorded.

**0344 412 2157**

Please call 0344 412 2157 if you would like to receive this information in an alternative format such as large print, Braille or audio.

M&S Insurance is a trading name of Marks & Spencer Financial Services plc. Registered in England No 1772585. Registered Office: Kings Meadow, Chester CH99 9FB. The above company is a wholly owned subsidiary of HSBC Bank plc.

M&S Car Insurance is arranged and administered by BISL Limited who act as an independent intermediary dealing with selected motor insurers. Registered in England No 3231094. Registered Office: Pegasus House, Bakewell Road, Orton Southgate, Peterborough PE2 6YS.

Marks & Spencer Financial Services plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. BISL Limited are authorised and regulated by the Financial Conduct Authority.

Calls may be recorded.

JULY 2016