The policy document for your car insurance premier cover
Your policy details

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Motor policy wording

M&S Car Insurance
24 hour claims helpline: 0344 412 2160
Please keep this document safe

Policy wording contents

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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.

<table>
<thead>
<tr>
<th>Word or expression</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessories</td>
<td>Additional or supplementary parts of the car not directly related to its function as a vehicle, whilst in or on the car or held in a locked private garage. Accessories do not include trailers, personal belongings, mobile telephones, audio, navigation or entertainment equipment.</td>
</tr>
<tr>
<td>Certificate of Motor Insurance</td>
<td>The document headed Certificate of Motor Insurance which provides evidence of the existence of motor insurance as required by the Road Traffic Acts.</td>
</tr>
<tr>
<td>Word or expression</td>
<td>Definition</td>
</tr>
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<td>--------------------------</td>
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</tr>
<tr>
<td>Excess(es)</td>
<td>The excess is the amount you must pay towards any claim, this can include both compulsory and voluntary excesses in which case the insurer will add them together.</td>
</tr>
<tr>
<td>Inexperienced driver</td>
<td>Drivers aged 25 or older who hold a provisional licence or who have held a full driving licence issued within the territorial limits, the European Union or European Economic Area for less than 12 months.</td>
</tr>
<tr>
<td>Insurer(s)</td>
<td>The Insurance Company or Lloyd’s syndicate which covers you and whose name is specified in the Statement of Insurance, Schedule of Insurance and the Certificate of Motor Insurance on whose behalf this document is issued.</td>
</tr>
<tr>
<td>Market value</td>
<td>The cost of replacing the car with another of the same make, specification, model, age, mileage and condition as the car immediately before the loss or damage happened.</td>
</tr>
<tr>
<td>Partner</td>
<td>Your husband, wife, civil partner or a person living with you at the same address on a permanent basis sharing financial responsibilities, as if you were married to them. This does not include business partners, unless you also have a relationship with them as described in the first sentence.</td>
</tr>
<tr>
<td>Period of insurance</td>
<td>The length of time for which the insurer will insure you. This is shown in the Schedule of Insurance.</td>
</tr>
<tr>
<td>Policy</td>
<td>The documents consisting of this wording, the Statement of Insurance, the Schedule of Insurance, the Certificate of Motor Insurance identified by the same policy number.</td>
</tr>
<tr>
<td>Regular driver</td>
<td>The person named as such in your Schedule of Insurance who you told us is the person who drives the car the most often.</td>
</tr>
<tr>
<td>Risk address</td>
<td>The address where the car is normally kept overnight.</td>
</tr>
<tr>
<td>Road Traffic Acts</td>
<td>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.</td>
</tr>
<tr>
<td>Schedule of Insurance</td>
<td>The latest Schedule of Insurance the insurer has issued to you. This forms part of the contract of insurance. It gives details of the period of insurance, the sections of the policy which apply, the premium, the car which is insured and details of any excesses.</td>
</tr>
<tr>
<td>Statement of Insurance</td>
<td>The form that shows the information that you gave us, including information given on your behalf and verbal information you gave prior to commencement of the policy.</td>
</tr>
<tr>
<td>Territorial limits</td>
<td>Great Britain, Northern Ireland, the Isle of Man, The Channel Islands including transit by sea, air or land within and between these places.</td>
</tr>
<tr>
<td>Terrorism</td>
<td>Any act that the government of the United Kingdom considers to be an act of terrorism. The use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation or government. This could be for political, religious, ideological or similar reasons. This includes trying to influence any government or intimidate the public.</td>
</tr>
<tr>
<td>The car(s)</td>
<td>The vehicle specified in the Certificate of Motor Insurance by registration number.</td>
</tr>
<tr>
<td>Third party</td>
<td>Any person who makes a claim against anyone insured under this policy.</td>
</tr>
<tr>
<td>Unattended</td>
<td>When you or any passenger is not inside the car.</td>
</tr>
<tr>
<td>We/Us/Our</td>
<td>BISL Limited.</td>
</tr>
<tr>
<td>You/Your/Policyholder</td>
<td>The person named as the policyholder on your Schedule of Insurance.</td>
</tr>
<tr>
<td>Young driver</td>
<td>A person under 25 at the time of an event which you or they may be entitled to claim for.</td>
</tr>
</tbody>
</table>
B Policy cover
Your Schedule of Insurance shows the level of cover you have chosen. The cover and policy sections applicable are shown below.

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<th>Section name</th>
<th>Cover applicable</th>
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</thead>
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<td></td>
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<td>Section 2 – Damage to the car</td>
<td>☐</td>
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<td>Section 3 – Fire and theft</td>
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<tr>
<td>Section 4 – Class damage</td>
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<td>Section 5 – Personal belongings</td>
<td>☐</td>
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<td>Section 6 – Medical expenses</td>
<td>☐</td>
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<td>Section 8 – Replacement locks</td>
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<td>Section 16 – General policy exclusions</td>
<td>☐</td>
</tr>
<tr>
<td>Section 17 – General policy conditions</td>
<td>☐</td>
</tr>
</tbody>
</table>

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 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.

You plan to take the vehicle abroad.

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 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:
• 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 on or on 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.

• Cover will not apply to any person claiming under this section who can claim under another policy.

• Any amount over £1.2 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.

If the provision of a courtesy car is available, the insurer’s recommended repairer will not be obliged to arrange a replacement vehicle any larger than a small hatchback, typically with a 1 liter engine capacity. If you wish to upgrade to any other vehicle, the cost of the upgrade will be your responsibility.

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 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. Windscreen recalibration costs are covered under this section when using an approved repairer, subject to glass provider terms and conditions.

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 accidently 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.

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:
  o Left in or on the car at the time of the loss;
  o 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 Driving abroad

What is covered under this section
The insurer will provide the minimum insurance required by law while you or any driver covered by this policy are using the vehicle within the following countries: Andorra, Austria, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (inclusive of Monaco), Germany, Greece, Hungary, Iceland, Ireland, Italy (inclusive of San Marino and the Vatican), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland.

For customers with a registered address in Great Britain: 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 vehicle within the countries referred to above.

For customers with a registered address in Northern Ireland: The insurer will also provide the cover shown on your Schedule of Insurance for travel in the Republic of Ireland during the period of insurance. For other countries listed, the cover shown on your Schedule of Insurance is limited to 90 days in any period of insurance while you are using the vehicle within the countries referred to above.

If you are travelling to any of the countries referred to above, you are not required to carry a printed International Motor Insurance Card (Green Card). Legal evidence of your cover is shown on the reverse of your Certificate of Motor Insurance. The insurer may agree to extend the cover for more than 90 days as long as:
• The vehicle is registered within the territorial limits; and is used in accordance with Road Traffic Acts; and
• Your main permanent home is within the territorial limits, and Your visit abroad is only temporary; and
• You request extended cover from 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
• If the insurer agrees, pay any additional premium we ask for where applicable.
• If the insurer agrees to your request, the insurer will issue you with a Green Card as legal evidence of this cover for the vehicle. In addition, if you intend to tow a caravan or trailer, they may also issue a Green Card for the trailer or caravan.
If you wish to extend the cover for more than your specified days or travel to a country not referred to above, please contact Customer Services on the telephone number shown in your policy documents at least 21 days prior to the first day of travel. If your planned travel is due to commence in less than 21 days, please let us know as soon as possible so that we can best assist you.
The insurer will also pay customs duty if the vehicle is damaged and the insurer decides not to return it after a valid claim on the policy. Cover also applies while the vehicle 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.
Please visit www.mib.org.uk and www.gov.uk/driving-abroad for more information about driving abroad.

What is not covered under section 9
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.

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.
• Driven by or in the charge of any person that, at the time of the accident is:
  1. Convicted of driving while under the influence of alcohol or drugs, whether prescribed or otherwise
  2. Fails to provide a sample of breath, blood or urine when required to do so, without lawful reason
• We have the right to recover from you any amounts which we pay before such conviction or which we are required to pay by law.

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 including accidental 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. This provision will not place any obligation upon us to accept any liability under Section 1 which the insurer would otherwise be entitled to exclude under Exceptions to Section 1.

**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, Katharine Way, Peterborough, PE3 8BG.

If your complaint relates to M&S Bank marketing material please write to: M&S Bank, PO Box 10565, 51 Saffron Road, Wigston, LE18 9FT or contact us on 0345 600 5860.

**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. Tel: Landlines 0800 023 4567 Mobiles 0300 123 9123. Email: 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**

Who is processing your data?

We are BISL Limited, we arrange and administer M&S car insurance and we are the data controller of the personal data that you provide and/or that we collect from you. This means that we are the company responsible for deciding how your data is processed.

BISL Limited is part of the Markerstudy Group and provides products and services under various brands. If you want to know more about the Markerstudy Group and the brands that BISL operates you can find out more at www.bglinsurance.co.uk.

We will share data relating to your quote or policy with Marks and Spencer Financial Services Plc who will also be a data controller of this data. You can read further information about how M&S Insurance processes your data by reading their Privacy Policy at https://bank.marksandspencer.com/.

**Car Insurance**

To provide you with car insurance, we need to share your data with the insurers we work with. This is to allow the insurers to consider your application for insurance and to allow them to deal with any claims you make on your insurance policy. The insurers will also be data controllers in relation to the data they receive from us and any additional
data the insurer may collect about you when dealing with a claim. This means that the insurers are in charge of how they handle your data and we are not responsible for this.

Your insurer is set out in your Schedule of Insurance. When you choose to add an additional product to your insurance policy, such as breakdown cover, we will also need to share your data with the supplier of the additional product to allow it to be provided.

You can find further information in the terms and conditions for each additional product.

If you pay for your policy by monthly instalments you will be taking out a credit agreement. Data relevant to your credit agreement will be shared with your credit provider. Your credit provider will also be a data controller of this data and will be responsible for how that data is processed. The credit providers that we work with are BFSL Limited (which is part of the Markerstudy Group and which provides credit arrangements on our behalf) and Aviva. The details of your credit provider can be found on your credit agreement.

If you purchase a policy via a cash back site, some data may also be shared in relation to this for example to confirm your purchase. For more information you’ll need to read the privacy policy for the relevant cash back website.

Where do we get the data from?

From you
Most of the data that we process will be data that we collect from you directly when you request a quote. We will ask you various questions to collect the data we need for the purpose of your policy. We will not be able to provide a quote unless you answer the mandatory questions.

From M&S Insurance
If you have previously held any products or services with M&S then we may carry out checks against data that M&S already hold on you. This includes data that may be needed to apply any discounts or offers that you may be entitled to from time to time as an existing customer, for fraud prevention, research and analysis and to help us assess your application for insurance. We may do this when you request a quote, when changes are made to your policy or when your policy is due for renewal.

From your use of our website and services
We also collect data about you based on your actions, for example we collect data about how and when you use our websites, or our services so that we can build up a picture of you as a customer. This can include information such as how many quotes you have obtained for insurance from us, mouse clicks/taps, mouse movements, page scrolling and text entered into forms. This helps us to provide you with a good service and to design improvements to our products and services (including changes to our website) but is also used to help us to prevent and detect fraud.

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. This information may be used by us and/or shared with and used by insurers to aid in the detection of fraud.

If we speak to you on the telephone we may record the telephone call and if you use our webchat service we will keep a record of the conversation.

We do this so that we have an accurate record of your conversation with us. We also use this data for monitoring and quality control purposes and may use it for training purposes.

From price comparison sites
If you have been directed to us from a price comparison site then the price comparison site will have provided us with data that you entered in order to allow us to provide you with a quote.

When you purchase one of our policies through a price comparison site we will need to share some information with the price comparison site, for example, information relating to whether the policy has been purchased or the status of the policy.

We will also exchange information that is necessary to help resolve any queries or complaints.

Our service providers
We or our insurers will sometimes use third parties to process personal information on our behalf. Where third parties process your personal information on our behalf, we will have a contract in place with them placing obligations on them to keep your data secure and only use it for the purposes that we authorise.

The third parties that we use may include, for example, IT service providers, market research agencies and debt collection agencies or tracing agents appointed by us.

From other companies
As part of considering your quote, administering (including amending or renewing) your policy or dealing with any claims on your policy, we, our insurers and/or our credit providers will exchange information about you with other companies and/or carry out checks with various databases, which is standard practice in the insurance industry. We have set out below some of the common databases that may be checked.

DVLA
If you provide your, or any named driver’s, driving
licences number the be passed to the DVLA, either by us or the insurers we work with, 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. 

Undertaking searches using your licence number helps insurers check information to prevent fraud and ensure policy premiums are fair. 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.

**Credit searches**

We and/or our insurers or credit provider(s) will carry out checks with credit reference agencies, including:

- checks against publicly available information such as the Electoral Register, County Court Judgments, bankruptcy or repossession information;
- checks against data relating to your credit history. If you enter into a credit agreement to pay for your policy, 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 assess your application for a quote or a policy.

The credit reference agencies will keep a record of the search and you may see this recorded on your credit file. If you want to check the information that the credit reference agencies hold about you then you can contact them directly.

If you decide to take out a credit agreement, the search and details of your payment history with the credit provider will also be visible to other lenders. You can find out further information about how the Credit Reference Agencies collect and use personal data at www.callcredit.co.uk/crain which also provides you with details of how to contact the Credit Reference Agencies if you want to check the information that they hold about you.

**Claims and Underwriting Exchange and Other Registers and Databases**

We, the insurer and/or the reinsurer 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, the Hunter Database, the Motor Insurance Anti-Fraud and Theft Register, the No Claims History Database and any other relevant industry databases or registers. 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 whether or not a claim is made. When you tell us about an incident, we or the insurer will pass this information to the registers and any other relevant registers.

**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/or other services aimed at reducing the level and incidence of uninsured driving.**

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

Persons (including his or 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.

**Existing Data**

We will check our existing records to see if you have held a policy or obtained a quote with us or any of the brands BISL Limited administer before. We will also share personal data with our other brands, Group Companies and insurers for these purposes.

The credit providers we work with (as described in the “Who is processing your data?” section above) will also carry out checks against data that they hold on you if you have held a credit agreement with them or applied for credit with them before. Checking and comparing this data helps us to assess your quote (including at renewal). This data will also be used for research and analysis in accordance with the section headed “What do we
use your data for?” below.

Publicly available sources
We or our insurers use some open sources of data which are not personal data (such as information about particular geographic areas) and combine this with the personal data that we hold about you (such as your own address) in order to assess insurance risk and provide you with an accurate quote.

Providing data about other people
We will sometimes need you to provide us with data about other people, for example where another person is being added to the policy as a joint policyholder or named driver. Where you give us data about someone else, you must make sure that you have made that person aware of this Privacy Policy. If we ask you to confirm your consent to certain data being processed, you are giving consent for your data and any relevant data relating to the other person to be processed. Where this privacy policy refers to “your data” this also includes data about anyone else named on the policy or whose data you provide us with.

What do we use your data for?
The data that we hold is used for the following purposes:-

Part 1 - Providing you with a quote and administering your policy
The personal data that we use for the purposes set out in this Part includes information you provide during your quote, information about previous or existing policies held by us or our insurers, identification information, information from credit reference agencies, your policy and payment history and behavioural information that we gather from your use of our website and how you manage your policy.

Providing you with a service
As you would expect, this data is used to provide you with the service you have requested, for example a quote or an insurance policy. When you take out a policy, we will continue to use your data to provide you with annual renewal quotes and where we can we will use the data to automatically renew your policy and continue to provide you with insurance cover. If you would prefer that we don’t use your data to automatically renew your policy then you can opt out of the automatic renewal process by contacting us. This means we will still use your data to generate a renewal quote but your policy will not renew unless you tell us that you would like to accept the renewal quote. You can find more information about this in your policy documents.

Credit agreements and payments

Both we and the credit provider use this data (including data held in relation to our other brands) to help us build up a picture of you a customer. This allows us to carry out more accurate assessments of you as a customer when you apply for products with us, including creditworthiness assessments. It helps us to provide you with more relevant information such as making sure we show you the right content at the right time. We also use this information to help calculate your future quotes. This information will also be shared with our insurers for these purposes.

Data will also be used by us or your credit provider (if applicable) to administer any payments due under your policy and this will include (where necessary) sharing data relating to your payments with credit reference agencies, debt collection agencies or any financial organisations such as banks or payment providers for purposes connected with payment processing, refunds, funding or associated services. If you have taken out credit you can find further information within the credit agreement.

Additional information about your circumstances
If you let us know that you have any accessibility requirements or any circumstances which may impact the service we provide to you, we will keep a record of the information you provide so that we can provide an appropriate service to you for example if you tell us that you need documents in an alternative format. Where we can, and if we feel it is appropriate, we may also pass this information to our suppliers or partners to ensure that they can also provide an appropriate service to you.

Data protection law says that we have to tell you the legal basis on which we process your personal data.

In relation to personal data used for the purposes described in this Part 1, we process this data because it is necessary to perform the contract that we have in place with you to provide you with the quote or the policy that you have requested.

Part 2 – Fraud Prevention

In order to prevent and detect fraud we, the credit provider and/or the insurer may use the personal data set out above at any time to undertake searches to prevent fraud and money-laundering and to verify your identity. This will include checking or sharing your details with credit reference agencies and fraud prevention agencies.

If false or inaccurate information is provided or if we or a fraud prevention agency determine that you pose a fraud or money laundering risk, we may refuse to provide the services and/or financing you have requested and we may stop providing existing services to you.

A record of any fraud or money laundering risk will
be retained by the fraud prevention agencies and which may be checked by other organisations 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 applications for new products and dealing with claims for all types of insurance. This may result in others refusing to provide services, financing or employment to you.

Fraud prevention agencies can hold your personal data for different periods of time, and if you are considered to pose a fraud or money laundering risk, your data can be held by them for up to six years.

In relation to personal data used for the purposes described in this Part 2, we process this data because we have a legitimate business interest in carrying out these activities to protect against fraud and because there is a substantial public interest in preventing and detecting crime including fraud.

Part 3 – Other Uses of Data

Marketing

When you request your quote you will be given an opportunity to confirm whether you are happy to receive marketing material from us. If you confirm you are happy to receive this material, we will use your postal address, email address and telephone number to send you marketing materials by post, email, telephone call or SMS. We do not pass your data to third parties for marketing purposes.

You can change your mind at any time by logging into your Self Service Centre and updating your preferences. You can also unsubscribe from emails by clicking on the unsubscribe link on any marketing emails that we send you or by contacting us.

This will not impact any communications that we need to send you for the purpose of your policy, for example communications about your renewal, updates about your policy or information about any quotes we’ve provided to you.

We use the data we hold to help us understand our customer demographic to help us improve the services that we provide to you and to help us target our advertising and marketing so that we show customers adverts or marketing which may be more relevant to them. We may sometimes work with carefully selected third parties to do this for example using advertising services provided by organisations such as Google and Facebook and may share data with them to carry out this research and analysis, however will not sell your data to third parties for them to market to you.

From time to time we may want to use your postal address, email address and/or telephone number to contact you to assist us with our research by asking you a few questions about the service you have received or by asking if you would like to complete a review of our services. We may sometimes ask market research companies to contact you on our behalf.

If you would prefer us not to contact you for market research purposes then you can let us know by contacting us.

Research and Analysis Activities

We use data relating to your quotes or your policy, including your claims history, to carry out various research and analysis activities to help us to regularly review and improve the products and services we provide and carry out research relating to underwriting, claims and pricing. We also share this data with our insurers to enable them to use this data for these purposes. Where possible, data will be shared on an anonymised basis. The data will not be used to make any decisions that will affect you or any other individual.

We also use the data that we collect about you through your website usage to carry out research and analysis into usage and activities on our website to enable us to continue to improve our website and our products and services.

In relation to personal data used for the purposes described in this Part 3, we process this data because we have a legitimate business interest in carrying out these activities to promote and improve our business. We have ensured appropriate safeguards to protect your rights when processing this data for these purposes.

Part 4 - Special Personal Data and Criminal Convictions

In order to provide your quote and administer your policy we may ask you to provide data which data protection law classifies as "special personal data". This includes information about your health (such as any medical conditions) or information relating to criminal convictions or alleged or actual criminal offences.

Where we collect special personal data and criminal conviction or offence data to provide you with your quote and your policy, we process this data because it is in the substantial public interest to do so for the purposes of advising on, arranging, underwriting or administering an insurance contract.

It may also be necessary for us to retain a copy of any special personal data and criminal conviction or offence data for the purpose of making or defending claims or preventing or detecting crime, including fraud.
How long do we keep data?
We’ll only keep your personal data as long as we need it and ensure it is securely destroyed when it is no longer required. We do however need to keep certain data after your policy has ended for certain periods as detailed below.

Generally, if you take out a policy with us, you can expect us to keep your data for a period of 10 years following the end of your policy unless there is a requirement for us to keep the data for longer, for example if there are any ongoing queries or claims relating to the policy.

We keep data for these periods as it plays an important part in allowing us to undertake fraud detection and prevention activities, allows us to deal with any queries or complaints that may arise regarding the quote and allow us to carry out research and analysis to help us improve our products and services (as described in the section headed “What do we use your data for?” above).

Overseas Transfer of Data
We may use third party suppliers to process personal data about you. Some of these suppliers may be located in countries outside the UK which may not have equivalent laws in place to protect your personal data. For example, we use third party software suppliers to process data such as your IP address and email address. Our insurers may also process personal data in countries outside the UK which may not have equivalent laws in place to protect your personal data. Our insurers are data controllers in respect of any such processing.

Whenever we do use third party suppliers to process personal data about you outside the UK we will ensure that your personal data is kept securely, is only used for the purposes set out in this Privacy Policy and is afforded equivalent protection as it would be if it were processed in the UK. We do this through various mechanisms, for example making sure that approved contractual clauses are in place with the supplier. If you would like any further information please contact us using the details in the “Contacting Us” section.

Your Rights
Data protection law gives you various rights in relation to your personal data. All the rights set out below can be exercised by contacting us using the contact details set out under the “Contacting us” section below. Those rights include:-

- You have the right to ask us to provide a copy of the personal data that we hold about you. This is called a Data Subject Access Request or “DSAR”. You can access information about your policy and your policy documents by logging into your Self Service Centre. If you want to receive other personal data that BISL Limited holds then please contact us using the contact details below. When contacting us please describe the information you require and include the following: your full name, your date of birth, your full address and your quote/policy number. For security purposes we may need to ask you for further information to verify your identity. If you require information sending to different contact details to those held on your policy please include a copy of your passport or driving licence and proof of address such as a recent utility bill to assist us in verifying your identity. We might also need to ask you for additional information to help us locate the data that you are looking for.

Once we have all the information that we need to process your DSAR, we will respond within one month unless your DSAR is very large or complex, in which case we may need to extend this period. If we need to do this we will let you know.

If you want to make a DSAR in relation to personal data that is held by the insurer of your policy then you will need to contact the insurer directly. You can find their details in your policy documents.

- You have the right to object to us processing certain personal data about you. For example, you can ask us to stop processing data for marketing
or market research purposes. However, where we need to continue to process the personal data, for example to administer your policy or for fraud prevention purposes, we are not obliged to stop processing it.

- You have the right to ask to review significant decisions that we have made about you wholly by automated means. The nature of the quotes that we provide to you means that we have to use this kind of automated decision making in relation to your personal data (including special categories of personal data) to assess your quotes. This means that our computers will consider lots of different pieces of information about you and about the policy you have requested (such as information about your vehicle) in order to calculate whether or not we are able to offer you a quote, at what price this should be and whether we can offer you a credit agreement to pay for your premium. Automated decision making will be used when you request a quote, when we are considering whether we can offer you a renewal quote and also if any changes are made to your policy. We may also use automated decision making to decide if you pose a fraud or money laundering risk. If you ask us to review the decision, we will make sure that it is examined by a human and we will confirm the outcome to you. This does not necessarily mean that the decision will be changed.

**Contacting us about data**

If you would like to contact us about one of your data rights set out under “Your Rights” above, then please contact datarequest@bglgroup.co.uk or write to Data Requests, BCL Customer Services, Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BG. You can use these details to contact BISL Limited, BFSL Limited or ACM URL Limited which are all part of the Markerstudy Group.

If you have any other queries or concerns about this Privacy Policy, or if you would like to contact the Data Protection Officer, for BISL Limited, BFSL Limited or ACM URL Limited, you can email DPO@bglgroup.co.uk or write to the Data Protection Officer at, Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BC. Please make sure you include details of the product and brand that you are contacting the Data Protection Officer about in your email.

If you would like to contact the Data Protection Officer for M&S Insurance then please contact:

Information Support team
M&S Bank
PO Box 3848
Chester
CH1 9FJ

**Information Commissioner’s Office**

If you have a complaint regarding how your personal data has been processed by us then please contact us first using our complaints procedure set out in your policy documents. You also have the right to complain to the Information Commissioner’s Office, which regulates data protection compliance. You can find more information by visiting their website www.ico.org.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.*
RAC BREAKDOWN COVER POLICY

Contact information

<table>
<thead>
<tr>
<th>Service</th>
<th>Telephone</th>
<th>In Writing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakdown</td>
<td>0330 332 8468</td>
<td></td>
</tr>
<tr>
<td>Breakdown in Europe</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calling from Europe</td>
<td>0800 290 112*</td>
<td></td>
</tr>
<tr>
<td>Calling from France</td>
<td>00 33 472 43 42 55</td>
<td></td>
</tr>
<tr>
<td>Calling from Ireland</td>
<td>1 800 535 005</td>
<td></td>
</tr>
<tr>
<td>Bringing your vehicle back to the UK after a breakdown</td>
<td>0330 1590 342</td>
<td></td>
</tr>
<tr>
<td>Claim Form Requests</td>
<td></td>
<td></td>
</tr>
<tr>
<td>From the UK</td>
<td>0330 1590 337</td>
<td><a href="mailto:europeanclaims@rac.co.uk">europeanclaims@rac.co.uk</a></td>
</tr>
<tr>
<td>From Europe</td>
<td>0044 161 332 1040*</td>
<td><a href="http://www.rac.co.uk/europeanclaimform">www.rac.co.uk/europeanclaimform</a></td>
</tr>
<tr>
<td>Customer Services</td>
<td>0344 412 2157</td>
<td>M&amp;S Car Insurance Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BG</td>
</tr>
<tr>
<td>Hearing assistance</td>
<td>Telephone prefix 18001 to access Typetalk or text the RAC on 07855 828282</td>
<td></td>
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</tbody>
</table>

**Telephone charges**

Please note that the RAC do not cover the cost of making or receiving telephone calls. Calls to the RAC may be monitored and/or recorded.

In **Europe**: Roaming charges may apply when making or receiving calls, please check with your mobile phone provider for more information. It may not always be possible for the RAC to return a call to a mobile phone.

In **the UK**: Call charges may apply. Please check with your telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at your standard network rate.

7. A valid credit/debit card if you need additional services
   If you fail to make contact within 24 hours of becoming aware of the breakdown cover may be refused in relation to the breakdown.

**Remember**

Please let the RAC know if you have called the RAC but manage to get going before the RAC arrive. The RAC will only provide cover if the RAC arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by you or on your behalf.

**Breakdown or Road Traffic Collision on a motorway in France or Mainland Europe**

Motorways in France and many other European countries are privately managed. If your vehicle breaks down or is involved in a road traffic collision on a French motorway, motorway service area, or other European private motorway, you must use the roadside emergency telephones as the RAC cannot send assistance. If the vehicle is recovered by the police or authorised motorway services, you may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

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*Please replace the 00 at the beginning with 810 when in Belarus or Russia

**If your vehicle breaks down, please provide the RAC with**

1. Your name or policy number
2. Identification such as a bank card or driving licence
3. The vehicle’s make, model and registration number
4. The exact location of the vehicle - the road you are on or the nearest road junction
5. The number of the phone you are using
6. The cause of the breakdown, if you know it
The RAC will reimburse these charges as long as the vehicle is towed to the recovery company’s depot. This may also apply to other roads, so the RAC recommend you use the emergency phones where available. If they will not send a breakdown recovery vehicle, you should contact the RAC.

Your terms and conditions

Definition of words

Any words in bold appearing throughout this RAC Breakdown Cover have a specific meaning which the RAC explain below.

“Review Benefits of your Policy Section” means the section entitled Review Benefits of your Policy Section in your main motor insurance policy containing important details about this RAC Breakdown Cover and levels of cover;

“beyond economical repair” means where the total cost required to repair the vehicle, including any taxes, is greater than the market value of the vehicle. If the vehicle has broken down or had a road traffic collision in Europe, the total cost required to repair the vehicle will be based on the estimate for repair provided by the service provider in the applicable country in Europe where the breakdown or road traffic collision has occurred;

“breakdown”/“breaks down”/“broken down” means an event during the policy period, that stops the vehicle from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, but not as a result of a mis-fuel, road traffic collision, fire, flood, theft, acts of vandalism, any driver induced fault, or any key related issue other than keys locked in your vehicle;

“call-out”/“claim” means each separate request for service or benefit for cover under any section of this RAC Breakdown Cover;

“caravan”/“trailer” means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0 meters (23 ft) long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high;

“driver”/“their”/“they” means you or any driver, named on your statement of insurance of a vehicle at the time a breakdown occurs who is authorised to be driving the vehicle and is permanently resident in the UK;

“driver induced fault” means any fault caused by actions or omissions of the driver of the vehicle, except running out of fuel and battery failure;

“expiry date” means the date that this RAC Breakdown Cover expires;

“Europe” means the mainland countries of Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above in the Mediterranean Sea;

“European journey” means a trip to Europe which begins and ends on return from home during the policy period;

“home” means the address in the UK where you live permanently;

“M&S Car Insurance” means M&S Car Insurance which is arranged and administered by BISL Limited of Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BC;

“main motor insurance” means the motor insurance policy purchased alongside of and is linked to this RAC Breakdown Cover;

“market value” means the market value in the UK as reasonably determined by the RAC in accordance with published industry data (using Class’s Guide or other appropriate trade vehicle valuation guide(s)), of a vehicle based upon a vehicle of the equivalent age, make, recorded mileage and model as the vehicle;

“modified vehicle” means any vehicle that has been modified from the manufacturer’s specifications;

“passengers” means the driver and up to the number of passengers allowed as shown in the Vehicle Registration Document travelling in the vehicle;

“planned departure date” means the date when you intend to begin your European journey. The RAC may ask for proof of this;

“policy period” means from the start date for which your RAC Breakdown Cover is in force to the expiry date;

“policy year” means the policy period, from the start date;

“RAC”
1. For Sections A, B and C means RAC Motoring Services;
2. For Sections D and E means RAC Insurance Limited;
3. For Additional Services means RAC Motoring Services; and
4. In each case any person employed or engaged to provide certain services on their behalf;

“RAC Breakdown Cover” means this RAC Breakdown policy that is subject to the terms and conditions together with the statement of insurance;

“reimburse”/“reimbursement” means reimbursement by RAC under the reimbursement process;

“road traffic collision” means
1. for the purpose of Section E only, a traffic collision in Europe that immobilises the vehicle, and
2. for all other sections, means a traffic collision involving a vehicle within the UK;

“specialist equipment” means equipment that is not
A premium is payable for contracts of insurance which

“start date” means the date that this RAC Breakdown Cover begins, or renews;

“statement of insurance” means the section entitled Statement of Insurance in your main motor insurance policy containing important details about this RAC Breakdown Cover;

“UK” means England, Scotland, Wales, Northern Ireland, and for the purpose of this RAC Breakdown Cover includes Jersey, Guernsey and the Isle of Man if you are a resident there;

“vehicle” means a UK registered vehicle that complies with the following specifications:

1. It is either a car, light van or motorhome that is less than (a) 3.5 tonnes, (b) 6.4 metres (21 ft) long including a tow bar, and (c) 2.55 metres wide; or
2. For Section E it is either a car, light van or motorhome that is less than (a) 3.5 tonnes, (b) 7 metres (23 ft) long including a tow bar, and (c) 2.55 metres wide;
3. It is a motorcycles over 121cc and is not a mobility scooter;

“you”/“your” means the person taking out the RAC Breakdown Cover as named on the statement of insurance.

Important information about your RAC Breakdown Cover

• This RAC Breakdown Cover is intended to offer services relating to the breakdown of vehicles. Based on the information provided this RAC Breakdown Cover meets the demands and needs of those who wish to ensure the risk of the breakdown of vehicles is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the breakdown of vehicles are met.
• Some sections of cover are optional. Please make sure this is correct.
• There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. You must meet all of these conditions.
• All requests for service must be made directly to the RAC.

Your RAC Breakdown Cover consists of:

1. A Breakdown Policy – one or more contracts of insurance between you and the insurers - depending on the type of cover:
   a) RAC Motoring Services provides insurance for Sections A, B and C, and
   b) RAC Insurance Limited provides insurance for all other Sections.

A premium is payable for contracts of insurance which will be made clear to you in advance of purchase.

2. The cost of cover will be detailed in your main motor insurance policy along with any other charges payable. These will be made clear in advance of purchase and provided to you by M&S Car Insurance following purchase.

Policy type

This RAC Breakdown Cover covers you as a driver or a passenger in any vehicle. You can add up to 4 additional drivers to this RAC Breakdown Cover if their usual residence is your home. The drivers covered under this RAC Breakdown Cover are shown on your statement of insurance.

This RAC Breakdown Cover also covers the vehicle, as shown on your statement of insurance, whoever is driving.

Policy Period

The RAC Breakdown Cover will start on the start date and end after the expiry date.

Limits of Cover

Cover under this RAC Breakdown Cover is subject to limits on:

1. When a claim can be made:
   a) no claim is permitted under section A if the breakdown occurred prior to purchasing this RAC Breakdown Cover,
   b) no claim is permitted under sections B to E within 24 hours of the initial start date of the RAC Breakdown Cover, nor within 24 hours of any upgrade to an upgraded section;
   c) in order to make a claim under Section C (Recovery) the RAC must have first attended under Section A (Roadside); and
   d) in order to make a claim under Section D, the RAC must have first attended under Section A (Roadside) or B (At Home).

2. The number of claims that can be made per policy year whether under a particular section, or as a whole, one claim means one request for service or benefit for cover under any section of this RAC Breakdown Cover, regardless of who makes the claim;

3. The amount that is covered for certain types of claim or for certain sections, as set out in this RAC Breakdown Cover.

Reimbursement

Under some sections, you may need to pay for the service up front and claim this back from the RAC. To do so, please visit www.rac.co.uk/
reimbursementclaimform. If you have any queries please contact Claim Form Requests on 0330 159 0337. Please send your completed claim form with proof of payment (such as a receipt) to Breakdown Customer Care. The RAC may ask you to supply original documents.

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

Covered.
1. In the UK, the RAC will try to find a hire car close in size to your vehicle, where your vehicle is a car, or a replacement van where your vehicle is a van but cannot guarantee this and may offer more than one hire car. The RAC will provide a hire car for one day;
2. In Europe, the RAC will try to find a hire car close in size to your vehicle but cannot guarantee this and may offer more than one hire car. The RAC will provide a hire car for up to 14 days or until your vehicle has been fixed if sooner;
3. If you are not eligible for a hire car arranged by the RAC for any reason, such as you do not meet the hire car provider’s terms (e.g. you have points on your licence), and you choose to hire a car yourself, let the RAC know before you hire a car and then provided the RAC have agreed the cost, the RAC will reimburse you up to £35 per day;
4. Where the RAC arrange a hire car the RAC will pay the insurance and collision damage waiver (this covers the cost of damage but you would still need to pay the excess).

Not Covered
1. The RAC will not provide any specific car type, model or accessories, including tow bars.
2. The RAC will not provide the hire of minibuses, motorhomes or motorcycles;
3. Crossing a border from one country to another, unless agree with the RAC and permitted by the hire car provider. You may need to change vehicles;
4. The RAC will not provide breakdown cover for the hire car;
5. Any cost of:
   a) delivery and collection of the car hire and any fuel used;
   b) fuel while using the car hire;
   c) a trailer to transport your motorcycle; or
   d) any insurance excess and additional costs.

Your Cover
Section A. Roadside
RAC Breakdown Cover includes cover for Roadside.

Covered
If the vehicle breaks down within the UK more than a quarter of a mile from your home, the RAC will:
1. Send help to repair the vehicle at the roadside. This could be a permanent or temporary repair; or
2. If the RAC are unable to repair the vehicle at the roadside, the RAC will recover the vehicle and passengers to a destination chosen by the driver up to a maximum of 10 miles from the breakdown;

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

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

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

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

Section B. At Home
RAC Breakdown Cover includes cover for At Home.

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

Not Covered
Please see the “Not Covered” part of Section A (Roadside), which also applies here.
Section C. Recovery
RAC Breakdown Cover includes cover for Recovery.

Covered
If the RAC are unable to repair the vehicle under Section A (Roadside), the RAC will recover the vehicle from the breakdown location to:
1. A local garage; or
2. A single destination chosen by the driver within the UK. For long distances the RAC may use more than one recovery vehicle.

Please note: recovery must be arranged with the RAC while the RAC are at the scene.

Not Covered
1. Please see the “Not Covered” part of Section A (Roadside), which also applies here;
2. Tyre faults where the vehicle is not carrying a serviceable spare tyre, the tyre repair equipment provided by the vehicle's manufacturer or a locking wheel nut;
3. A second recovery owing to the intended original destination being closed or inaccessible.

Section D. Onward Travel
Please refer to the Review Benefits of your Policy Section which sets out whether this RAC Breakdown Cover includes cover for Onward Travel.

If the RAC attend a breakdown under Sections A (Roadside) or B (At Home) and cannot fix the vehicle on the same day, the RAC will help the driver by making arrangements to allow the continuation of the journey. The driver can choose one of the following options, subject to availability:
1. Hire Car;
2. Alternative transport; or
3. Overnight accommodation.

1. Hire Car
Covered
Please see Hire Car terms.
Hire Cars must be arranged with the RAC within 24 hours of the time of breakdown.

2. Alternative transport
Covered
If the driver would prefer to continue the journey by air, rail, taxi or public transport, the RAC will reimburse you for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less.

3. Overnight accommodation
Covered
The driver may decide that waiting for the vehicle to be fixed is best. The RAC will arrange one night’s bed and breakfast accommodation, up to a value of £150 per person or £500 for the whole party, whichever is less.

4. Assistance in a medical emergency
Covered
The RAC will also help if the driver or one of the passengers suddenly or unexpectedly falls ill and needs medical help before the end of the journey. The RAC will help to:
1. book one night’s bed and breakfast accommodation for the driver and passengers if the hospital is more than 20 miles from home, the RAC will reimburse you up to £150 per person or £500 for the whole party; and
2. arrange to get the patient home or to a local hospital as soon as they are fit to travel.

Not Covered
The RAC will not assist the driver where they or one of the passengers is taken ill during a journey to or from a doctor’s surgery or hospital, including planned doctor or hospital appointments or emergencies.

Section E. European Motoring Assistance
Please refer to the Review Benefits of your Policy Section which sets out whether this RAC Breakdown Cover includes cover for European Motoring Assistance.

Limits of cover
The cover under Section E is subject to an aggregate overall limit of £2,500 per call out and 3 call-outs per annum and is subject to the further limits of cover in respect of each type of cover.

Section E1: Onward travel in the UK
Covered
If the RAC attend a breakdown under Section A or C and cannot fix the vehicle by your planned departure date and you are within 24 hours of your planned departure date the RAC will arrange a hire car for the continuation of your European journey for up to 14 consecutive days in total;

Not Covered
Requests following a road traffic collision.
Section E2: Roadside assistance in Europe

Covered
If the vehicle breaks down or is involved in a road traffic collision in Europe during a European journey, the RAC will send help to either:
1. Repair the vehicle at the roadside. This could be a permanent or temporary repair; or
2. If the RAC are unable to repair the vehicle at the roadside, the RAC will:
   a. recover the vehicle and passengers to a local garage for fault diagnosis on the vehicle;
   b. pay for the initial fault diagnosis to find the next course of action;
   c. contribute towards the garage labour charges up to £150 when the vehicle can be repaired on the same day;
   d. help you purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
   e. the RAC will also relay any urgent messages from the driver to a contact of their choice.

Not Covered
1. Repair costs, including garage labour charges:
   a. if the vehicle was in a road traffic collision, or
   b. if the vehicle repair costs will be more than its market value.
2. The costs of any parts.

Note: By claiming under this section you are authorising the RAC and the garage to undertake fault diagnosis.

Section E3: Onward travel in Europe

Covered
If the vehicle has a breakdown or is involved in a road traffic collision during a European journey in Europe and the RAC establish that the repairs cannot be completed within 12 hours, the RAC will help the driver by making arrangements for the passengers to continue the European journey. The driver can choose either:
1. Alternative transport; or
2. Additional accommodation expenses.

1. Alternative transport

Covered
1. A hire car as a replacement until the vehicle has been fixed, up to 14 consecutive days; or
2. A standard class ticket up to £125 per person and £1,500 in total for travel by air, rail, taxi or public transport.

2. Additional accommodation expenses

Covered
The RAC will arrange and pay for additional accommodation expenses if you are unable to use your pre-arranged accommodation up to £30 per person per day up to a maximum of £500 for all passengers.

Not Covered
Accommodation where the driver has suitable alternative accommodation that can be used. Cover under this section will stop once:
1. The vehicle has been repaired to a roadworthy condition; or
2. The decision to bring the vehicle home is made by the RAC or your motor insurer; or
3. Once the RAC establish that the repair costs to the vehicle exceed its market value.

Once the driver is notified of cover ending, if they have a hire car, it must be returned to the place agreed with the RAC within 24 hours. The driver can keep the hire car for longer if you agree this with the RAC first and pay for it.

Getting your passengers home
The RAC will provide alternative transport as above to get the passengers back home if:
1. The vehicle is brought back home under Section E4; or
2. Once the RAC establish that the repair costs to the vehicle exceed its market value under Section E4.

Section E4: Getting your vehicle home

Covered
If the RAC attend a breakdown or a road traffic collision in Europe under Section E2 and the vehicle cannot be repaired before the drivers planned return to the UK, the RAC will arrange and pay for:
1. Recovery of the vehicle to a single destination of the drivers choice within the UK; and
2. Storage charges for the vehicle whilst awaiting the vehicle to be returned to the UK; or
3. If the vehicle is repaired in Europe, the cost of one person to travel to collect the vehicle by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the vehicle is greater than its market value as a result of a breakdown and it has to be disposed of abroad under Customs supervision, the RAC will pay the cost of the import duty;
5. Reimbursement for a hire car in the UK once the RAC have brought the passengers home under
Section E3 until the vehicle is brought back to the UK for one day. The RAC will take the passengers in the vehicle home under Section E3 (Onward Travel in Europe).

It is the RAC’s decision whether to get the broken down vehicle home or have it repaired locally. The RAC will follow your motor insurer’s decision whether to get the vehicle home or have it repaired locally following a road traffic collision covered by your motor insurance.

Not Covered
1. Any costs:
   a) if the vehicle is beyond economical repair;
   b) covered under your motor insurance;
   c) relating to storage once you have been notified that the vehicle is ready to collect; and
   d) relating to any costs incurred as a result of actions or omissions of your motor insurers;
2. The RAC will not take the vehicle back home if:
   a) the vehicle is roadworthy, or
   b) a customs officer or other official finds any contents in your vehicle that are not legal in that country;
3. Any import duties not relating to the vehicle, for example relating to items carried in the vehicle;
4. The RAC will not cover the costs of fuel, insurance or meals;
5. The RAC will only cover costs under this section up to the market value, so if you want the RAC to bring the vehicle home and the costs of bringing the vehicle home exceed this amount you will need to pay any costs above this amount before the RAC make arrangements.

Important
• Following authorisation by the RAC, it can take up to 14 working days for the vehicle to be delivered back to the UK. At busy times and from some countries it may take longer.
• If the RAC do not bring the vehicle back to the UK, you will have 10 weeks in which to advise the RAC of how you wish to recover or dispose of it. If you do not contact the RAC within 10 weeks the RAC will dispose of it at your cost.

Section E5: Vehicle break-in emergency repairs
Before claiming under this section the break-in must be reported to the police within 24 hours in order to obtain a crime reference number.

Covered
If the vehicle suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a breakdown the RAC will reimburse you, up to £175 for:
1. immediate emergency costs incurred in order to continue the European journey; or
2. the costs of recovering the vehicle to a local repairer to ensure the vehicle is secure and roadworthy.

Not Covered
1. The cost of any parts, or
2. Any benefits under any other section of this RAC Breakdown Cover.

Section E6: Replacement Driver
Covered
Although this is not covered as a breakdown under this RAC Breakdown Cover, if the driver suddenly or unexpectedly falls ill during the European journey in Europe, meaning they are unable to drive, the RAC will provide a replacement driver to allow the European journey to continue or return home. The RAC will require written confirmation from the treating hospital or medical expert that the driver is unable to drive.

Not Covered
1. If there is another qualified driver who is a passenger and who is fit and legally able to drive the vehicle.
2. Any benefits under any other section of this RAC Breakdown Cover.

General conditions for Section E
1. The RAC will not cover any call-out for any repairs to a vehicle which are not essential in order to continue the European journey;
2. Any claim which the driver could make under any other insurance policy. If the value of the call-out is more than the amount which can be recovered under another policy the RAC may pay the difference, subject to the limits as set out in this RAC Breakdown Cover;
3. You must make sure the vehicle meets all relevant laws of the countries visited during a European journey;
4. How the exchange rate is calculated:
   a) Any costs incurred directly by the RAC in a currency other than GBP will be converted to GBP at the exchange rate used by them at the time;
   b) Costs incurred by you in a currency other than GBP which are recoverable will be converted to GBP either:
      i. at the exchange rate used by the credit or debit provider, or
      ii. at the exchange rate used by the RAC when your claim form is received if you paid in cash;
5. The RAC will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between you and the garage / repairer.
6. When a hire car, taxi, hotel or similar benefit is arranged under this RAC Breakdown Cover, the RAC will always try to find a suitable option that is available at the time, however:
   a) the RAC are not responsible for the quality or service of each individual hotel, train or taxi booked; and
   b) for hire cars, whilst reputable companies are used, the RAC are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;
7. If, following a breakdown, the vehicle needs to be repaired, you must not delay or refuse repairs whilst you are in Europe. If you do, and in the reasonable opinion of the RAC that would lead to additional costs being incurred, the RAC reserve the right to refuse to provide cover under section E3 (Onward travel in Europe) or section E4 (Getting your vehicle home);
8. If the breakdown or road traffic collision is caused by flooding brought about by adverse weather the RAC will only arrange for the vehicle to be taken to a local repairer. All further service will be an additional cost paid by you, or must be referred to the vehicle's motor insurer;
9. In handling breakdown call-outs there may be more than one option available to you under this RAC Breakdown Cover. The RAC will decide which is the most appropriate option based on the expertise of the RAC in breakdown situations. In doing so the RAC will act in consultation with you, and act reasonably at all times;
10. This RAC Breakdown Cover does not cover:
    a) vehicle storage charges, other than under Section E4;
    b) call-outs if you are not carrying a serviceable spare tyre, tyre repair equipment provided by the manufacturer or a locking wheel nut;
    c) the hire of minibuses, motorhomes, motorcycles, caravans, trailers or vans;
    d) overloading of a vehicle under the laws in any country in which the vehicle is travelling;
    e) breakdowns or road traffic collisions caused by running out of oil or water, frost damage or rust or corrosion.

General Conditions
The following conditions apply to all sections of this RAC Breakdown Cover. If you do not comply the RAC can refuse cover and/or cancel your RAC Breakdown Cover.
1. You must pay your premium.
2. You must request services directly from the RAC, as the RAC will only provide cover if the RAC make arrangements to help you.
3. Where the breakdown is caused by a component failure this must stop the vehicle from working, so for example an air-conditioning failure in itself does not constitute a breakdown, and the illumination of a warning light does not always constitute a breakdown. If it does not, you will need to take your vehicle to a place of repair and your RAC Breakdown Cover will not cover this.
4. The RAC will not cover any claim where the vehicle is already at a garage or other place of repair.
5. Where the RAC deem, acting reasonably, that you requested service to avoid the cost of repairing the vehicle, or to correct an attempted repair by someone else, the RAC will not provide cover.
6. A driver must be with the vehicle when the RAC attend.
7. You are responsible at all times for the care of your personal belongings, valuables, luggage and goods in or on a vehicle. The RAC will not be responsible for any loss of or damage to them.
8. Where the RAC recover passengers under the age of 16, they must be accompanied by an adult.
9. The RAC will not allow animals in their vehicles, except guide dogs. Any animals can remain in the vehicle at the driver's own risk. The RAC will not be liable for any injury to animals, or damage caused by them. The RAC will not transport any livestock. The RAC will not be responsible for any costs relating to animals.
10. The vehicle must not carry more passengers than the number stated in the vehicle's registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
11. Where the RAC provide a repair to the vehicle, whilst the RAC are responsible for that repair, this does not mean that the RAC are confirming the legal and roadworthy condition of the vehicle. This remains your responsibility.
12. The RAC will not be responsible for any losses that may incur following a breakdown that are not expressly covered by this RAC Breakdown Cover. For example, the RAC will not pay for any loss of earnings or missed appointments.
13. The RAC do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst the RAC will try to check that the garage will undertake the type of repairs required, the RAC cannot guarantee this. The RAC will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between you and the garage / repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes, the RAC's services can be interrupted. They will resume their service to you as soon as they can in these circumstances.
15. The cost of the following is not covered by this RAC Breakdown Cover.
    a) specialist equipment;
b) tolls, ferries or congestion charges for the vehicle and the RAC's vehicle;
c) any damage to glass, including panoramic glass, even if the damage means the vehicle cannot be legally or safely driven, the RAC will arrange transport to a local garage so you can arrange to get the vehicle fixed but you will have to pay for this;
d) spare tyres and wheels and repairing or sourcing them;
e) recovery by someone other than RAC even if this is requested by the emergency services; or
f) the RAC will only provide recovery once instructed to do so by the emergency services.

16. In handling any claim there may be more than one option available to the driver under this RAC Breakdown Cover. The RAC will decide which is the most appropriate option based on the expertise of the RAC in breakdown situations. In doing so the RAC will act in consultation with the driver, and act reasonably at all times.

17. The vehicle must be privately owned and only used for private use, including use for social, domestic and pleasure purposes and commuting to and from a permanent place of work and any business use other than hire and reward and/or courier services.

18. This RAC Breakdown Cover does not cover:
a) Your vehicle servicing, maintenance or assembly of the vehicle;
b) caravan or trailers, except as described under Section A;
c) use of your vehicle for business, including for example demonstrating and/or carrying trade plates;
d) breakdowns resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
e) breakdowns that occur off the public highway to which the driver or the RAC have no legal access;
f) the vehicle if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer’s guidelines;
g) vehicles that are not in a roadworthy condition. If the RAC consider, acting reasonably, that the vehicle is not in a legal or roadworthy condition, the RAC can refuse to provide service. If you can demonstrate that the vehicle is roadworthy the RAC will provide service;
h) any claim that is or may be affected by the influence of alcohol or drugs;
i) any breakdown that is caused by or as a result of vehicle theft or fire;
j) any claim under this RAC Breakdown Cover where the breakdown was first reported to the RAC under a different policy.

19. If the driver is asked to review and approve a document recording the condition of the vehicle, including an electronic form, it is their responsibility to ensure that the record is accurate and complete, and the RAC will not be responsible for any errors or omissions.

Additional Benefits
The following are provided at no additional charge:

Service in the Republic of Ireland
If the vehicle has broken down in the Republic of Ireland, the RAC will provide a Roadside attendance service only, as described under Section A (Roadside).
If your home address is in Northern Ireland and you have purchased Section C (Recovery), the RAC will recover the vehicle to your home, or to another destination in Northern Ireland if the distance is less.

Urgent message relay
If the vehicle has broken down and the driver needs to get in touch with friends and family urgently, where possible the RAC will get a message to them.

Replacement driver
If the driver becomes ill during a journey in the UK and no one within the party can drive the vehicle, the RAC may be able to provide a replacement driver. This service is discretionary, and the RAC will decide whether or not to provide this service.

Additional services
The RAC can provide additional services that are not included in your RAC Breakdown Cover but the RAC will charge you for these, for example to:
1. Purchase the parts you need to get on the way;
2. Pay for specialist equipment to complete the repairs;
3. Extend the hire time for a replacement car;
4. Arrange a second or extended recovery, or
5. Attend a mis-fuel event.

If you need extra help, the RAC will agree the costs up front and will need full payment before the RAC can help. If you took out the RAC Breakdown Cover, you will be responsible for any additional charges so if the RAC help someone under your RAC Breakdown Cover and they cannot pay, the RAC will invoice you. This is why the RAC request proof of identity at the breakdown.

Cancellation of your RAC Breakdown Cover
You may cancel this RAC Breakdown Cover at any time by contacting Customer Services on the number shown on your main motor insurance policy documents. For further details on the refund of premiums due, please read the ‘Cancellation Fee’
section in the Important information about Our Insurance Intermediary Services document. This policy must run alongside your main motor insurance policy, therefore, if you or M&S Car Insurance cancel the main policy that cancellation will also automatically apply to this RAC Breakdown Cover and cover will cease from the date of cancellation.

Cancelling your policy within the first 14 days
You may cancel this RAC Breakdown Cover within 14 days of receiving your policy documents. M&S Car Insurance, on receipt of this confirmation, will refund a percentage of the premium in proportion to the period of cover left unused.

Cancelling your policy after the first 14 days
After the 14 day period, you may cancel this RAC Breakdown Cover. Cancellations must be made by contacting M&S Car Insurance. You will receive a pro-rata refund of premium if no claims have been made. If any claims have been made then no refund of premium will be given.

Our right to cancel
The RAC may cancel the RAC Breakdown Cover in the event of misuse of this RAC Breakdown Cover.

Where the RAC cancel your RAC Breakdown Cover no refund of premium will be given.

Misuse of RAC Breakdown Cover
Each driver must not:
1. Behave inappropriately towards the RAC, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade the RAC into a dishonest or illegal act;
3. Omit to tell the RAC important facts about a breakdown in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by your RAC Breakdown Cover to try and obtain a service under this RAC Breakdown Cover;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, the RAC may:
1. Refuse to provide any services to you under this RAC Breakdown Cover with immediate effect;
2. Immediately cancel this RAC Breakdown Cover; and
3. Refuse to sell any RAC Breakdown Cover or services to you in the future.

The RAC may also take any of the additional steps as set out above if any claim is found to be fraudulent in any way, and the RAC Breakdown Cover will be cancelled with effect from the date of the fraudulent act, and the fraudulent claim forfeited. The RAC will not refund any premium. The RAC will notify you in writing if the RAC decide to take any of the above steps.

Renewal of RAC Breakdown Cover
A new RAC Breakdown Cover may be issued when you renew your main motor insurance policy.

Changes to your details
You must let M&S Car Insurance know immediately if you need to change anything on your RAC Breakdown Cover.

M&S Car Insurance can be contacted by phone, post, or email. Please see Contact Information.

If you change your vehicle you must call M&S Car Insurance to update your details. If you do not, you may not be covered.

The RAC will not change your RAC Breakdown Cover into someone else’s name. If you cancel your RAC Breakdown Cover for any reason, the whole RAC Breakdown Cover will be cancelled and others on your RAC Breakdown Cover will no longer be covered by the RAC.

All communications from M&S Car Insurance or the RAC shall be deemed duly received if sent to your last known address.
Complaints

The RAC are committed to providing excellent service. However, the RAC realise that there are occasions when you feel you did not receive the service you expected. If you are unhappy with the services relating to this RAC Breakdown Cover such as services at or following a breakdown, or the included benefits please contact the RAC as follows:

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<tr>
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<th>Telephone</th>
<th>In Writing</th>
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<tbody>
<tr>
<td><strong>Breakdown related Complaints</strong></td>
<td>0330 159 0337</td>
<td>Breakdown Customer Care</td>
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<tr>
<td></td>
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<td>RAC Financial Services Limited</td>
</tr>
<tr>
<td></td>
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<td>Great Park Road</td>
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<td>Bradley Stoke</td>
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<td>BS32 4QN</td>
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<td><a href="mailto:Breakdowncustomercare@rac.co.uk">Breakdowncustomercare@rac.co.uk</a></td>
</tr>
<tr>
<td><strong>Sales and administration Complaints</strong></td>
<td>0344 412 2157</td>
<td>M&amp;S Car Insurance</td>
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<tr>
<td></td>
<td></td>
<td>Fusion House, Katharine Way</td>
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<td></td>
<td></td>
<td>Bretton, Peterborough</td>
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Financial Ombudsman Service

In the event that the RAC cannot resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service at the following address:

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<tr>
<td></td>
<td>0800 023 4567 or 0300 123 9123</td>
<td>The Financial Ombudsman Service</td>
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<tr>
<td></td>
<td></td>
<td>Exchange Tower</td>
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<td></td>
<td></td>
<td>London</td>
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<td></td>
<td>E14 9SR</td>
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<td></td>
<td></td>
<td><a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a></td>
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<td></td>
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<td><a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a></td>
</tr>
</tbody>
</table>

The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with the RAC.

Using this complaints procedure will not affect your legal rights.

Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, you may be entitled to 90% compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, or by writing to:

Financial Services Compensation Scheme
10th Floor,
Beaufort House,
15 St Botolph Street,
London
EC3A 7QU

The cover provided by RAC Motoring Services under this RAC Breakdown Cover is not covered by the FSCS.

Breakdown cover provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Ltd (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Law
The parties are free to choose the law applicable to this RAC Breakdown Cover. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions (including this RAC Breakdown) and other information relating to this contract will be in English.

Your Data

Data protection statement
This section provides a summary of how RAC uses your information. For full details about RAC’s use of your data, please visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy.

You can contact the Data Protection Officer for RAC by emailing dpo@rac.co.uk or writing to Data Protection Officer, RAC Great Park Road, Bradley Stoke, Bristol BS32 4QN.

What data will RAC use?
There are three types of information about you which RAC will use to provide your RAC Breakdown Cover:
1. Personal data: Information which potentially identifies you. This includes your name, address, email address, telephone number and date of birth.
2. Non-personal data: information about you that is not personal such as information about your vehicle.
3. Special category data: In very limited circumstances, RAC will collect special category data such as information relating to your health. RAC will only ask for this information when necessary and in accordance with data protection laws.

How RAC collects your data
RAC obtains your data from you when you contact them directly. RAC also obtains your data from M&S Car Insurance when you purchase this RAC Breakdown Cover and/or if you report a new claim to M&S Car Insurance in relation to this RAC Breakdown Cover.

How RAC uses your data
RAC will use your data for the administration of your RAC Breakdown Cover such as when you require assistance. RAC also monitors and records any communications with you including telephone conversations and emails for quality and compliance reasons.

RAC may disclose your personal data to third parties involved in providing products and services or to service providers who perform services on their behalf.

Your rights
You have a number of rights relating to your personal data. For information about your rights you can visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy, contact RAC’s Data Protection Officer or contact their Customer Service Team by:
1. Telephone: 0330 159 0337
2. Email: membershipcustomercare@rac.co.uk
3. Post: RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN

Third Party Rights Act
The parties to this contract are you and Us. 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 so stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.
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 0344 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.
- 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:

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

**Period of Insurance**
Means the period during which the Motor Vehicle Insurance Policy is in force.

**Prospects of Success**
The reasonable prospects, which are considered to be a 51% or better, of making a successful recovery from the Third Party and where Your Claim out weigh Your Own Solicitor’s Costs and Your Own Disbursements of pursuing the Claim.

**Solicitor**
The appropriately qualified lawyer or legal representative appointed to act on behalf of You.

**Special Territorial Limits**
Means England, Wales, Scotland, Northern Ireland and Isle of Man.

**Territorial Limits**
Means the United Kingdom, countries in the EU, EEA, Andorra, Isle of Man, Channel Islands and Switzerland.

**Third Party**
Means the other person and/or party responsible for the Insured Event, excluding You.

**Third Party Costs**
Third Party legal fees, disbursements and expenses which You are ordered to pay by a Court or which, with Our approval, You:
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 Your Solicitor and agreed by Us; or
d) Become liable to pay by discontinuing the Litigation under Part 38 of the Civil Procedure Rules.

**Underwriter**
RAC Insurance Ltd, who underwrites Section 1 and Section 3 of the Motor Legal Protection Policy.

**Uninsured Loss**
Means any loss sustained by You arising out of an Insured Event where such loss is recoverable from the insurers of the Third Party.

**We, Us, Our**
Means ACM and/or the Underwriter where appropriate.

**You / Your**
The Insured and any authorised driver of or passenger carried in or on the Insured Vehicle, 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 RAC Insurance 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 RAC Insurance 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.
Any Legal Costs and Expenses covered by Your Motor Vehicle Insurance Policy.

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.

If We have not agreed to the Legal Costs and Expenses involved in Your claim.

Prosecutions arising from or relating to any deliberate act of criminal damage, aggression or assault against another party by You.

Any fines, penalties, court costs, prosecution costs, victim surcharges or compensation awarded against You by a criminal court.

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.

General Conditions

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.

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.

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.

Representation

We have the right to make investigations into the case.

Where appropriate We will appoint a Solicitor to act on Your behalf.

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.

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.

What is Covered

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, Katharine Way, Bretton, Peterborough, PE3 8BG. 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 The complaints procedure above does not affect any legal rights You may have.

11.2 Financial Services Compensation Scheme

RAC Insurance Ltd, 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 or by contacting them on 0800 678 1100.

ACM is a trading name of ACM ULR Limited Registered No. 3832599. Registered office: Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BG. Authorised and regulated by the Financial Conduct Authority, Financial Services Number 306408.

RAC Insurance Ltd (Registered office in UK: RAC House, Brockhurst Crescent, Walsall, WS5 4AW. Registered No. 2355834) RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial Conduct Authority reference number 202737.

You can check the above details on the Financial Services Register by visiting the FCA website www.fca.org.uk

12. Data Protection

12.1 BISL Limited and ACM ULR Limited are the data controllers in relation to the data that is processed for the purpose of the arrangement and administration of this policy. Please refer to the data protection notice in Your Motor Vehicle Insurance Policy documents which contains full details of how Your data is used and information about Your rights regarding Your data.

Any Solicitor dealing with a Claim will become a data controller of any data they collect in relation to that Claim and any processing will be subject to the Solicitor’s data protection notice.

Data relating to Your policy will also be shared with RAC Insurance Ltd (RAC) who will be a data controller of the data they receive from Us and any data that they collect in relation to Your Claim.

You can contact the Data Protection Officer for BISL Limited or ACM ULR Limited by writing to Data Protection Officer, Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BG or emailing DPO@bglgroup.co.uk.

You can contact the Data Protection Officer for RAC by emailing our Data Protection Officer at dpo@rac.co.uk or writing to Data Protection Officer, RAC, Great Park Road, Bradley Stoke, Bristol, BS32 4QN.

Use of your data by RAC

This section provides a short summary of how RAC collects and uses Your data. For more information about how RAC process data please visit their privacy notice which is available at rac.co.uk/privacy-policy.

Alternatively You can obtain a copy of their privacy notice by contacting their Data Protection Officer whose contact details are above.

What data will RAC use?

There are three types of data RAC will hold about You:

1. Personal data: i.e. information RAC holds on its records which identifies You. This includes Your name, address, email address, telephone number and date of birth;

2. Non-personal data: RAC will also hold data about You that is not personal, for example, information about Your vehicle, and

3. Special category data: In very limited circumstances, RAC will hold special categories of personal data, for example, relating to Your health. RAC will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

How RAC collects your data

RAC obtains Your data when You contact them directly in relation to Your cover and Your policy. RAC also obtains Your data from Us when You purchase this policy and/or if You report a new claim to Us in relation to this policy.

How RAC will use your data

RAC will use Your personal data for the purposes of providing insurance, handling Claims and any other related services under Your policy. They will also use Your data to safeguard against fraud and money laundering and to meet their general legal or regulatory obligations.

RAC also monitors and records any communications with You including telephone conversations and emails for quality and compliance reasons.

RAC may disclosure Your personal data to third parties involved in providing products or services to them, or to service providers who perform services on their behalf.

You have a number of rights relating to Your personal data. For information about Your rights, please visit rac.co.uk/privacy-policy, contact their Data Protection Officer or contact their Customer Service Team:

1. Call their Customer Service Team: 0330 159 0610; or
2. Email them: legalcustomercare@rac.co.uk; or
3. Write to them:
   Freepost RTLA-HZHB-CESE
   RAC Insurance Limited
   Great Park Road
   Bradley Stoke
   Bristol
   BS32 4QN
Guaranteed replacement car

Administered by ACM ULR Limited and underwritten by ARAG. ARAG plc is authorised to administer this insurance on behalf of SCOR UK Company Limited ("SCOR").

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 Cover (the “cover”) is an additional cover available to holders of certain motor insurance policies, arranged by BISL Limited and administered by ACM ULR Limited to provide replacement vehicles for limited periods of time when their vehicles are damaged, destroyed or stolen. ARAG plc is an insurer’s agent and in the event of a claim act on behalf of SCOR UK Company Limited ("SCOR"), who are covered by the Financial Services Compensation Scheme (FSCS).

The cover is provided on the terms of this Agreement and the provision of the cover is conditional upon all payments due in respect of the cover 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 cover is arranged in the section headed “How we calculate 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.

<table>
<thead>
<tr>
<th>Word</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACM</td>
<td>means ACM ULR Limited which administers this cover and arranges the provision of the vehicle provided under the terms of the cover.</td>
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<tr>
<td>Replacement vehicle</td>
<td>means any vehicle provided in accordance with this cover.</td>
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<tr>
<td>Motor vehicle insurance policy</td>
<td>means the motor vehicle insurance policy in conjunction with which this cover was arranged.</td>
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<tr>
<td>Insured vehicle</td>
<td>means the motor car, insured under the motor vehicle insurance policy.</td>
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<tr>
<td>Insurer</td>
<td>means ARAG plc on behalf of SCOR UK Company Limited (&quot;SCOR&quot;).</td>
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<tr>
<td>Period of insurance</td>
<td>means the period during which the motor vehicle insurance policy is in force.</td>
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<tr>
<td>Hire vehicle</td>
<td>means a vehicle offered to you under the terms of any applicable Motor legal protection product.</td>
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<tr>
<td>You, your</td>
<td>means the person, firm or company who has taken out this cover.</td>
</tr>
<tr>
<td>Territorial limits</td>
<td>means England, Wales, Scotland, Northern Ireland and the Isle of Man.</td>
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</tbody>
</table>
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 cover and the applicable motor vehicle insurance policy have been made and all your obligations under this cover 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 cover

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 14, 21 or 28 days dependent on the level of cover you have purchased. Please refer to your Schedule of Insurance for details of cover included on your policy. At the end of the period for which a replacement vehicle is made available to you under section 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 cover without delay, and in any event within 14 days of the occurrence of that incident. You 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. You must provide any assistance 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 as a direct or indirect consequence of:  
(i) Irradiation, or contamination by nuclear material; or  
(ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or the damage to the insured vehicle arises  
(iii) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter; or  
(iv) War, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority, terrorism; or  
(v) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; or  
(vi) The failure of any device to recognise, interpret or process any date as its true calendar date.

6.9 Terrorism  
This policy does not provide cover for any liability arising out of acts of 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.  
(i) Any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.

7 Compliance and avoidance  
ACM has the right to cancel this Agreement and/or decline to provide the cover 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 cover under this cover 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 or email address.

10 Complaints  
Any enquiry or complaint relating to this cover 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 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. This complaints procedure does not affect any legal rights you may have.

11 Governing Law  
Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated. We will communicate with you in English for the duration of this agreement.

12 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.

13 Protecting your information  
BISL Limited and ACM ULR Limited are the data controllers in relation to the data that is processed for the purpose of the arrangement and administration of this cover. Please refer to the data protection notice in your motor vehicle insurance policy documents which also contain full details of
how your data is used and information about your rights regarding your data. The data protection notice also contains contact details which you can use to get in touch with the Data Protection Officer for either company if you have any queries regarding the use of your data.

To view ARAG’s full privacy statement, please see their website www.arag.co.uk for full details of how your data is collected, used, shared and stored.

14 FSCS:
The insurer ARAG, on behalf of SCOR UK Company Limited (“SCOR”), is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if ARAG, on behalf of SCOR UK Company Limited (“SCOR”) cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk. You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or you can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

15 Who regulates us
ACM is a trading name of ACM ULR Limited Registered No. 3832599. Registered office: Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BG. Authorised and regulated by the Financial Conduct Authority, Financial Services Number 306408.

This insurance is provided by ARAG, on behalf of SCOR UK Company Limited (“SCOR”).

ARAG plc is authorised to administer this insurance on behalf of SCOR UK Company Limited (“SCOR”). SCOR is registered in England and Wales number 01334736. Registered address: 10 Lime Street, London, EC3M 7AA. SCOR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202333.

This can be checked by the FCA website at www.fca.org.uk/register. ARAG plc is covered by the Financial Ombudsman Service. ARAG plc is authorised to administer this insurance on behalf of SCOR UK Company Limited (“SCOR”). SCOR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202333.
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, supplier or credit provider for these services.

Client Money
We act as agent for the insurer for the collection and payment of your premiums including any additional insurance products you purchase from us. This means that premiums are treated as being received by the insurer when they are received by us. Any premium refund is treated as received by you when it is actually paid to you. We will not pay you the amount of any interest that we earn from investing your money before paying it to your insurer.

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 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, 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.

Continuous Payment Authority
When you pay by credit or debit card we will set up a Continuous Payment Authority (CPA). This allows us to take your payments automatically when they are due, including for any amendments you make and future renewals. This means you don’t have to provide new details for each payment and ensures your insurance...
continues uninterrupted. We will always inform the
policyholder of any payments that are due to be taken.
We reserve for payments with your bank 2 working days
prior to a payment due date and can attempt collection
up to 3 times within this 2-day window. We won’t attempt
any further reservations past the payment due date. If
we’re unable to collect a payment at any point, we will
contact the policyholder. The policy may be cancelled if
we don’t receive payments that are due. You can cancel
the CPA by contacting us at any time.

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 or write to Financial Services
Compensation Scheme, 10th Floor, Beaufort House,
15 St Botolph Street, London, EC3A 7QU.

Who regulates us
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
Your essential numbers

**Had an accident or need to make a claim?**
Call our emergency claims helpline 0344 412 2160
Lines are open 24 hours a day. Calls may be recorded.

**Damaged windscreen?**
Call our windscreen repair and replacement helpline 0330 018 3236
Lines are open 24 hours a day. Calls may be recorded.

**Need to claim uninsured losses?**
Call for motor legal protection assistance 0344 412 2160
Lines are open 24 hours a day. Calls may be recorded.

**In a vehicle that’s broken down?**
Call for assistance at home or on the roadside 0800 056 3402
Lines are open 24 hours a day. Calls may be recorded.

**Customer Services**
Call us if you have any other queries 0344 412 2157
Lines are open 8am-9pm Monday to Friday, 9am-6pm Saturday and 10am - 4pm Sunday. Calls may be recorded.

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 Car Insurance is arranged and administered by BISL Limited and underwritten by a panel of insurers. BISL Limited are an intermediary authorised and regulated by the Financial Conduct Authority. Registered in England no. 3231094. Registered office Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BC.

Calls may be recorded.

JANUARY 2023