The policy document for your car insurance standard 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

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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>
<tr>
<td>--------------------</td>
<td>------------</td>
</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.

<table>
<thead>
<tr>
<th>Section name</th>
<th>Cover applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Section 1 – Liability to others</td>
<td>✓</td>
</tr>
<tr>
<td>Section 2 – Damage to the car</td>
<td>✓</td>
</tr>
<tr>
<td>Section 3 – Fire and theft</td>
<td>✓</td>
</tr>
<tr>
<td>Section 4 – Class damage</td>
<td>✓</td>
</tr>
<tr>
<td>Section 5 – Personal belongings</td>
<td>✓</td>
</tr>
<tr>
<td>Section 6 – Medical expenses</td>
<td>✓</td>
</tr>
<tr>
<td>Section 7 – Personal accident benefits</td>
<td>✓</td>
</tr>
<tr>
<td>Section 8 – Replacement locks</td>
<td>✓</td>
</tr>
<tr>
<td>Section 9 – Child car seat cover</td>
<td>✓</td>
</tr>
<tr>
<td>Section 10 – Uninsured driver promise</td>
<td>✓</td>
</tr>
<tr>
<td>Section 11 – Emergency transport and accommodation</td>
<td>✓</td>
</tr>
<tr>
<td>Section 12 – Travelling abroad</td>
<td>✓</td>
</tr>
<tr>
<td>Section 13 – No claims discount</td>
<td>✓</td>
</tr>
<tr>
<td>Section 14 – No claims discount protection</td>
<td>If applicable</td>
</tr>
<tr>
<td>Section 15 – Cancellation</td>
<td>✓</td>
</tr>
<tr>
<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.
- The car is taken abroad for more than 90 days or outside the European Union.

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

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

What to do if you have an accident
In the unfortunate event that you are involved in an accident, please take the following simple steps:
- Don’t leave the accident scene.
- Call the police if anyone is injured.
- Obtain the details of all witnesses.
- Note the details of the third party, including name, address, vehicle registration number, the name of their insurance company and their policy number.
- Take pictures of the accident scene with your mobile phone.
- Sketch a rough diagram of the accident scene.
- Do not admit liability, seek settlement or offer to negotiate.
- Report the accident to us as soon as possible on 0344 412 2160.

What to do if your car is subject to a theft, attempted theft or malicious damage
- Call the police and obtain a crime reference number.
- Report the incident to us as soon as possible on 0344 412 2160.

What to do if your car windscreen or window glass is broken or damaged
- If you have comprehensive cover and your claim is for the car windscreen, side or rear windows, or the sunroof, please contact our claims department on 0330 018 3236. Claims under this section will not affect your no claims discount. If the glass has to be replaced the glass excess shown on your Schedule of Insurance will be payable.
- If you do not have comprehensive cover, you can still call the claims department but you will have to pay the cost of the replacement or repair.

How to notify us of a claim
To report a claim or for claims enquiries call our claims line on 0344 412 2160. We will ask you a number of questions over the phone so please make sure you have the following information when you call:
- Date, time and description of the incident.
- Details of any third party involved including name, address, vehicle registration, the name of their insurance company and their policy number.
- Name and address of any witnesses.
- If the police were in attendance, the incident reference number.

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

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

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

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

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

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

Financial Services Compensation Scheme
If the insurer cannot meet its liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). Claims for compulsory insurance, such as third party motor insurance, are covered in full.
Any claims made to the FSCS for non-compulsory (optional) insurance, such as damage to the insured car, and for any unused premium, are covered up to 90% of the value of the claim submitted. You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk 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 car belongs to or is hired by such employer or business partner.
The insured is a corporate body or firm.

**What is not covered under section 1**
The insurer will not pay for,
- Any amount the insurer has not agreed to in writing.
- Any loss of or damage to property which belongs to, or is in the charge of, any person who is claiming cover under this policy.
- Any loss of or damage to any vehicle, trailer, trailer-caravan or disabled vehicle covered by this policy.
- Any liability for death or injury to any employee in the course of their employment by anyone insured by this policy if the employer is covered by an employers liability policy except as required by any compulsory Road Traffic Acts.
- Death or injury to any person being carried in or on or getting in or out of the trailer or trailer-caravan you tow.
- Any liability incurred while the trailer, trailer-caravan or broken down car you tow is not attached.
- Any loss of or damage to property being carried in or on the trailer, trailer-caravan or broken down car you tow.
- Any claim for pollution or contamination, unless it is caused by a sudden identifiable event which was unintended and unexpected and happened at one specific time and place.
- 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 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;
- £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.
• Death or injury to any person not wearing a seat belt when required to by law.
• Any intentional self injury, suicide or attempted suicide.
• Any injury or death arising wholly or in part from any natural or inherent disease or medical condition.
• Any injury or death to any person driving at the time of the accident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.
• If you or your partner has any other car insurance policy with the insurer, they will only pay the benefit under one policy.

8 Replacement locks
What is covered under this section
If the keys or other ignition activation device to the car or the lock transmitter are stolen the insurer will pay up to a maximum of £500 under this section towards the cost of replacing:
• The door locks and/or boot lock.
• Ignition/steering lock.
• The keys or ignition activation device or the lock transmitter and central locking interface.
• The reasonable cost of protecting the car, transporting it to the nearest repairers when necessary and delivering it after repair to your address.

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

What is not covered under section 8
• The first £100 of any claim.
• Any claim where the keys, lock activation device or the lock transmitter and central locking interface are either:
  o Left in or on the car at the time of the loss; or
  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 Travelling abroad
What is covered under this section
The insurer will cover your legal liability to others while you or any driver covered by this policy are using the car within the European Union and any other country which has agreed to follow Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 72/166/EEC).
You do not need an International Motor Insurance Card (Green Card) for visits to these countries as the legal evidence of this cover is shown on the reverse of your Certificate of Motor Insurance. Further information on the countries that follow the above EU Directive can be found by visiting www.mib.org.uk.
The insurer will also provide the cover shown on your Schedule of Insurance for up to 90 days in any period of insurance while you are using the car within the countries referred to above.

The insurer may agree to extend the cover for more than 90 days as long as:
• the car is taxed and registered within the territorial limits, and
• your main permanent home is within the territorial limits, and
• your visit abroad is only temporary, and
• you tell us before you leave; and
• you pay any additional premium we ask for.
If you want to extend your policy to give the same cover in a country outside the countries referred to above, you must:
• tell us before you leave; and
• get the insurer’s written agreement to cover you in the countries involved; and
• pay any additional premium we ask for.
If the insurer agrees to your request, the insurer will issue you with an International Motor Insurance Card (Green Card) as legal evidence of this cover. The insurer will also pay customs duty if the car is damaged and the insurer decides not to return it after a valid claim on the policy.
Cover also applies while the car is being carried between sea or air ports or railway stations within these countries, as long as this travel is by a recognised sea, air or rail route.

What is not covered under section 12
If your Certificate of Motor Insurance allows a specific driver to drive any other vehicle, that cover does not apply outside of the territorial limits.

13 No claims discount (NCD)
For further details, please refer to the Welcome Letter.

14 No claims discount protection
For further details, please refer to the Welcome Letter.

15 Cancellation
How to cancel your policy
You must contact us if you wish to cancel your policy. Our contact details are on the reverse of your Certificate of Motor Insurance. We will cancel your policy either from the date you contact us, or from any later date you specify. The policy cannot be cancelled from an earlier date than when you contact us.
In all cases the Certificate of Motor Insurance must be returned to us. Not doing so is an offence under the Road Traffic Act 1988. If you have lost your Certificate of Motor Insurance, we will ask you to complete a Statutory Lost Certificate Declaration to confirm this.
If you are paying your premiums by instalments, you must still pay us any balance of premium due. Cancelling any Direct Debit instruction does not
mean you have cancelled the policy. You will still need to follow the instructions above.

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

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

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

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

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

**16 General policy exclusions**
You are not covered under your policy for any of the following,

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

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

- driven by or in the charge of any person not covered by your Certificate of Motor Insurance; or
- used other than for the purposes allowed on your Certificate of Motor Insurance; or
- Driven by or in the charge of any person 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, Bretton 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 BGL Group of Companies and provides products and services under various brands. If you want to know more about the BGL Group of Companies and the brands that BISL operates you can find out more at www.bglgroup.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 BGL Group of Companies 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 licence number this 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 driving 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 re-insurer exchange information with various databases and registers to help us check information provided, to detect and prevent crime or fraud and to obtain information about your no claims history. These may include the Claims and Underwriting Exchange Register, 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 as 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.

(f) 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 or the re-insurer may use the personal data set out above 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.

Market Research
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 European Commission approved contractual clauses are in place with the supplier or ensuring that suppliers who process personal data in the USA are signed up to the Privacy Shield arrangement. 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 request that we provide a copy of your personal data in a machine readable format or to ask us to send your personal data to another company. This applies to personal data that you have provided to us, which we have processed electronically, such as data you entered on our website when you obtained a quote.

- You also have the right to ask us to delete personal data that we hold about you. We are obliged to delete personal data in some circumstances, such as where it is no longer needed. However, data protection laws allow us to keep the personal data if we need to, for example if the data is needed to allow us to administer your policy or if the data is needed for fraud prevention. In any case, we will retain your personal data in line with the retention periods detailed under “How long do we keep data?” above. You have the right to request that we make any of your personal data we hold accurate. If you think any of your personal data is inaccurate, please contact us and, provided we can verify your identity and are satisfied as to the accuracy of the correction requested, we will correct the relevant personal data as soon as we can.

- You have the right to object to us processing personal data that we hold about you. If you think any of your personal data is inaccurate, please contact us and, provided we can verify your identity and are satisfied as to the accuracy of the correction requested, we will correct the relevant personal data as soon as we can. You have the right to ask us to stop 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, BGL Customer Services, Fusion House, Bretton Way, Bretton, Peterborough, PE3 8BG. You can use these details to contact BISL Limited, BFSL Limited or ACM ULR Limited which are all part of the BGL Group of Companies. 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, Pegasus House, Bakewell Road, Orton Southgate, Peterborough, PE2 6YS. 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.
Your RAC breakdown cover policy

Insurance for your car

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

Call this number in the event of a breakdown
0800 056 3402

You will need to confirm the following:

• policyholder’s name and address.
• registration number of the Vehicle.
• make, model and colour of the Vehicle.
• present location of the Vehicle.
• nature of the Breakdown.

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

Definitions

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

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

If You are unfortunate enough to break down please follow these simple steps:
1. Call the appropriate number 0800 056 3402.
2. Have to hand Your Policy number and Vehicle registration.
3. Advise the operator of the location of Your Vehicle and the nature of the fault.
RAC will then advise how to proceed and what form of assistance would be the most appropriate.
Remember to always call RAC first. Please do not go ahead and make Your own arrangements as RAC cannot reimburse costs incurred without prior authorisation.

UK 0330 332 8468 (free phone)
France & Monaco 0472 43 52 55 (pay call)
0800 290 112 (free phone within France and Monaco only)
Republic of Ireland* 1 800 535 005 (free phone)
00 44 800 1079058* (pay call)
Rest of Europe 00 33 472 43 52 55 (pay call)
Serbia and Montenegro 99 33 472 43 52 55 (pay call)
Azerbaijan, Belarus, Georgia, Russia, Ukraine 810 33 472 43 52 55 (pay call)

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

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

Breakdowns on motorways

On continental motorways (including service areas) You MUST use the roadside emergency telephones. You cannot call RAC control centres from these. You will be connected to the police or authorised motorway service, who will send a breakdown recovery Vehicle.
However, this will only be to the recovery company’s own depot if they cannot fix Your Vehicle – contact RAC using the numbers above as soon as You can, if possible from the recovery company’s depot.
You may have to pay labour and towing charges on the spot – an authorised tariff is normally applicable. These items are covered and You should obtain a receipt to claim a refund on Your return Home.

Mobiles and car phones

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

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

Service in the UK

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

Terms and conditions for Roadside

Roadside

Roadside assistance is available in the United Kingdom and the Republic of Ireland. If You are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a Breakdown to Your Vehicle, We will send an RAC patrol or contractor to help You.
We will try to repair Your Vehicle at the roadside. Roadside includes labour at the scene of the Breakdown (but not labour at any garage to which the Vehicle is taken). If We cannot repair the Vehicle at the roadside, and We believe repairs are unwise or cannot be completed within a reasonable time, We will take the Vehicle and up to 8 people to a destination of Your choice within 10 miles from the scene of the Breakdown. If You have no preferred destination, We will take the Vehicle to a nearby garage. If You wish the Vehicle to be taken to any other destination, You will have to pay for the towing costs for the whole distance. If You need to leave Your Vehicle at the garage We will reimburse You for taxi fares up to 20 miles (a receipt must be obtained).

**Roadside does not cover**

- Breakdowns which would be prevented by routine servicing of Your Vehicle.
- Routine servicing of the Vehicle.
- Missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them.
- Replacing tyres or windows.
- The cost of ferry crossings, road tolls and congestion charges.
- Vehicles being demonstrated or delivered by motor traders, or used under trade plates.
- Vehicles which break down within 1/4 mile of Your Home address or where You normally keep the Vehicle.
- Vehicles, which, in the reasonable opinion of Our patrol or contractor, had broken down or were unroadworthy before You took out Your Policy.
- Contaminated fuel problems. We will arrange for Your Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out.
- The cost of parts, fuel or other supplies.
- Service within 24 hours of commencement of this Policy.

**Terms and conditions for Recovery**

**Recovery**

Recovery is available in the United Kingdom. Residents of Northern Ireland are also entitled to be recovered from the Republic of Ireland. Recovery has the same terms and conditions as Roadside but with the following variations:

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

**Recovery does not cover**

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

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

**Terms and conditions for At Home**

**At Home**

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

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

**At Home does not cover:**

- The rectifying of failed or attempted repairs.
- Recovery of the vehicle.
- The reimbursement of taxi fares.
- Service within 24 hours of commencement of this Policy.
**Terms and conditions for Onward Travel**

**Onward Travel**

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

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

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

**Replacement car hire**

*We will pay for:*

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

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

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

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

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

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

**Alternative transport**

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

**Hotel accommodation**

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

**Special medical assistance**

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

**Onward Travel does not cover**

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

**Services whilst abroad**

**European cover**

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

**Policy Description**

There is an overall limit of £2500 per Claim applied to Claims relating to the European motoring assistance level of cover.
Service in the UK en route to a destination abroad

<table>
<thead>
<tr>
<th>Product</th>
<th>Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roadside assistance</td>
<td>Repair at the roadside or recovery to the nearest garage capable of</td>
</tr>
<tr>
<td></td>
<td>performing repairs or Home.</td>
</tr>
<tr>
<td>Journey continuation</td>
<td>Replacement vehicle to a maximum of £750.</td>
</tr>
</tbody>
</table>

Service while abroad

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

Service after return home

<table>
<thead>
<tr>
<th>Product</th>
<th>Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collection of Vehicle left abroad for</td>
<td>£600</td>
</tr>
<tr>
<td>repair</td>
<td></td>
</tr>
</tbody>
</table>

Service in the UK en route to the Territory

If You are stranded on a public highway through Breakdown of Your Vehicle on the outward journey from Home to Your point of departure from the UK or on the inward journey from Your point of entry to the UK, to Home, We will provide services as if You were abroad. In addition We will pay towards the cost of self-drive hire car including Collision Damage Waiver and replacement Green Card as necessary, to complete the planned journey if RAC confirms Your Vehicle cannot be repaired within 24 hours, this is subject to a maximum contribution of £750.

Service whilst abroad

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

Roadside assistance

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

We will pay for:

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

We will not pay for:

- any labour costs other than those incurred at the roadside. We will not pay labour costs at any garage to which the Vehicle is taken other than under paragraph 2 above; or
- repair costs, including labour, if the Vehicle was in a road traffic Accident, damaged by fire or stolen or is in
our opinion, uneconomical to repair; or
• the cost of parts used for roadside or garage repairs; or
• the cost of any repairs not directly necessary to enable
  the Vehicle to continue the journey on the date of the
  Breakdown; or
• the cost of any other supplies, including but not
  limited to Specialist Equipment.
If the appropriate RAC control centre can confirm
repairs to the Vehicle will take more than 12 hours of
being notified of a Breakdown, or if it is to be repatriated
to the United Kingdom, then We will pay for either:
  a) Additional accommodation expenses
  We will pay up to £30 per person per day towards
  necessary additional (not alternative) accommodation
  expenses (room only) while You wait for Your Vehicle.
  We will not pay for the costs of meals and any extra
  costs that are not specified above.

  Or

  b) Journey continuation or return Home
  A contribution (restricted to the total claims limit)
  to travel expenses to allow You to either:
  • Continue the planned journey during the period
    Your Vehicle is not roadworthy.
  • Return Home by direct route.
  Expenses can comprise of self-drive car hire up to 14
days per Claim, including Collision Damage Waiver
and replacement Green Card as necessary, or second/
standard class rail, or a combination of both.
RAC will, at its reasonable discretion decide which course
of action to adopt, but RAC will take into consideration
Your preference.
You must collect the Vehicle when repaired as once the
Vehicle is repaired and You have been notified, RAC will
not pay any further expenses other than the costs of
collection.
This benefit is also available if Your Vehicle is stolen and
not recovered within 24 hours of reporting the matter to
the police. A police report must be obtained. However,
this benefit will cease if Your Vehicle is recovered in a
roadworthy condition.
We will not pay for:
• Fuel, oil, personal insurance, any collection charge if a
  hire car is left at a different location to that arranged or
  any other costs in connection with self-drive hire car.
• The cost of any car hire beyond the period agreed with
  the appropriate RAC control centre.
• Any car hire expenses after Your Vehicle is repaired
  except for the direct journey to return and collect it.
• First class rail fares.
• Any costs under this benefit if they are for a service
  You used at the same time as the section “Additional
  accommodation expenses”
• International drop charges where a vehicle hired from
  abroad is dropped within the UK.
• The costs of hiring a motorcycle.
• Any hire costs not arranged through RAC or agreed
  by RAC.

You are entitled to either of the following services:
You will have the following cover if RAC can confirm that
repairs cannot be completed by your planned return
date to the United Kingdom and providing the cost of
repatriation is not uneconomical. (Repatriation will be
uneconomical if it will cost more than the UK market
value of Your Vehicle according to the Glass’ guide or
other appropriate industry standard used by RAC). Cover
is available for either:
  a) Vehicle repatriation
  We will pay for the cost of taking the Vehicle by road
  transporter from abroad to Your Home or chosen UK
  repainer for repair. We will also pay the costs of packing
  and freighting Your baggage if the Vehicle is declared a
  ‘Write-off’ by the Vehicle’s insurers. When repatriation
  is authorised it normally takes 10-14 working days for
delivery to a UK address from most west European
countries. At busy times and from east European
countries it may take longer. If the Vehicle has been
fitted with a roof box or bicycle rack, You must remove
and place it inside the Vehicle. The roof box keys need to
be left with Your Vehicle keys.

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

  Or

  b) Collection of Vehicle from abroad
  We will pay up to £600 for the following costs for one
person to collect Your Vehicle, repaired abroad after a
Breakdown:
• Standard/second class rail fare plus other public
  transport fares which are necessary to reach the place
  of collection.
• Additional homeward cross channel ferry or rail fare for
  the repaired Vehicle (calculated by taking the actual
  fare less the value of any unused homeward portion of
  Your original cross channel ticket).
• Up to £30 per night for single room hotel
  accommodation necessary to complete the round trip
  (limited to room only).

  We will not pay for:
• First class rail fares.
• The cost of any meals.
• The costs of more than one person.

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

Authority for repatriation or repair
If Your Vehicle is not able to be driven due to a road traffic Accident, fire, break-in or theft, any damage which You are entitled to have repaired by Your motor insurers must be reported to them immediately. Your insurers must decide whether to declare the Vehicle is a write-off, authorise repair abroad or have the Vehicle repatriated. We cannot repatriate the Vehicle unless Your insurers first give their permission. We also reserve the right to negotiate with them to reclaim costs incurred. If Your insurers cannot or do not give permission to repatriate then it is Our decision alone whether to declare the Vehicle a write-off, or repatriate or repair locally a Vehicle which cannot be driven as a result of a Breakdown, or as a result of a road traffic Accident, fire or theft, for which You do not have fully comprehensive cover.

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

Vehicle break-in, emergency repairs
We will pay for:
The cost of immediate emergency repairs necessary to make Your Vehicle secure in the event of damage to windows, locks or windscreen caused solely by forcible entry, or attempted forcible entry, up to £175 provided You report the matter to the police either before contacting Us or within 24 hours of contacting Us, and You have obtained a written report from the police.
We will not pay for:
• The cost of repairs if they are not to make Your Vehicle secure and for the reasons stated.
• Any repair costs if You do not obtain a police report and submit it with Your Claim.
• Repatriation benefits as described under the section entitled 'Vehicle repatriation'.

Spare parts despatch
If as a result of a Breakdown Your Vehicle needs parts but these are unavailable locally We will pay for:
• Freight, handling and ancillary charges for dispatch of spare parts not obtainable locally.
• The fare for one person to collect parts from the appropriate railway station or airport.
We will not pay for:
The cost of parts themselves, which must be paid on receipt. When telephoning the RAC control centre You will be asked for Your credit card details. Alternatively You will be asked to pay for the part(s) direct to the repairer.

Accidental damage to or loss of tent
We will pay for:
A contribution to accommodation expenses of up to £30 per person per day if during the Period of Cover You are camping and Your tent is damaged accidentally making it unusable, or it is stolen. Alternatively, We may at Our option authorise the cost of a replacement tent.

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

Urgent message relay service
We will pay for:
The cost of relaying urgent messages from the appropriate RAC control centre to Your immediate relatives or close business associates if the Vehicle cannot be driven because of Breakdown, Accident or fire or it is stolen.
We will not pay for:
• The cost of non urgent messages or messages to persons not described in the previous paragraph.
• The cost of relaying any urgent message not arranged through the appropriate RAC control centre.

Replacement driver
We will pay for:
The cost of providing a replacement driver to drive Your Vehicle and Your Party to Your destination or Home, if a registered doctor declares You medically unfit to drive and You are the only qualified driver.
We will not pay for:
• Replacement driver cost if there is another qualified driver in The Party who is fit to drive.
• More than one Claim per journey abroad.

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

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

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

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

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

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

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

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

**Service providers**
Unless the services are provided by RAC patrols or contractors acting on Our instructions and on Our behalf, We do not give any guarantee as to the services provided by garages, breakdown/recovery companies, repairers, car hire companies and other third party service providers whose emergency services We arrange on Your behalf and/or pay for under European Motoring Assistance – they do not act as Our agents or subcontractors and We do not accept responsibility for their acts or omissions. You should check that any repairs to Your Vehicle are carried out to Your reasonable satisfaction.

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

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

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

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

**Important self-drive hire car information**
We will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, Your Vehicle, if there is one available. If You were travelling in an MPV or similar vehicle We may arrange two hire cars. We will only arrange this if there are two qualified drivers in Your Party. Otherwise, We will arrange alternative means of transport.

Self-drive car hire arranged under Your cover will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence penalties etc. The driver must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France).

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

If You leave a hire car at a different location to the one arranged by the RAC control centre You must pay any collection charge which may be incurred.

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

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and eastern Europe international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative
transport to complete Your journey. A car hired abroad
must not be brought into the United Kingdom. A second
car hire will be arranged for the United Kingdom part of
Your journey.
We cannot guarantee a hire car will be available. We cannot
arrange the hire of motorised caravans, motorcycles,
convertibles or vehicles with tow bar, a roof rack, roof boxes,
an automatic gearbox, sports cars, 4x4 or luxury class
vehicles and cannot guarantee the hire of minibuses or vans.
We will not be responsible for any delays in obtaining a
hired vehicle and cannot guarantee to provide it in time
to connect with Your pre-booked ferry, etc. You may have
 to collect a hired vehicle from the nearest available place
of supply.

Special requirements for Vehicles with over
9 seats
The supply of minibuses as a replacement vehicle can
often prove difficult. When one is available the following
regulations apply:
Drivers must be at least 21 years old and have a full
year’s car driving experience. Special documents and
tachographs are mandatory throughout the European
Union. For more information contact Your local
Department of Transport Area Office for details.

Repayment of credit
You must pay back to Us on demand:
1. Any costs We have paid for which You are not covered
under Your Policy.
2. The cost of any spare parts supplied.

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

Policy exclusions (Service in the UK and abroad)
In addition to any limits and exclusions noted elsewhere
in this Policy, We will not cover:
1. Costs for anything which was not caused by the
incident You are claiming for.
2. Vehicles which have broken down as a result of
taking part in any motor sport event or off road
activity (including, without limitation rallies or stock
car racing) which takes place off the road and/or
or is not subject to the normal rules of the road.

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

   Terrorism is defined as any act or acts including,
but not limited to:
   i) the use or threat of force and/or violence and/or
or
   ii) harm or damage to life or to property (or the
threat of such harm or damage) including, but
not limited to, harm or damage by nuclear and/or
chemical and/or biological and/or radiological
means caused or occasioned by any person(s)
or group(s) of persons in whole or in part for
political, religious, ideological or similar purposes
including, but not limited to, the intention to
influence any government and/or to put the
public or any section of the public in fear, or is
claimed to be caused or occasioned in whole or
in part for such purposes.
   c) Any action taken in controlling, preventing,
suppressing or in any way relating to (a) or (b)
above.
11. Any Claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer.
12. Any Claim as a result of Vehicle Breakdown due to:
   a) running out of oil or water.
   b) frost damage.
   c) rust or corrosion.
   d) tyres which are not roadworthy.
   e) using the incorrect fuel.
13. Any Claim caused directly or indirectly by the effect of intoxicating liquors or drugs.
14. Any Claim where Your Vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence valid for use in the United Kingdom.
15. Any Claim which You have made successfully under any other policy of insurance held by You. If the value of Your Claim is more than the amount You can get from Your other insurance We may pay the difference subject to these Policy limits and exclusions.
16. The cost of any transportation, accommodation or care of any animal. Any onward transportation is at Our discretion and solely at Your risk. We will not insure any animal during any onward transportation We may undertake.
17. Any period outside Your Period of Cover.
18. Any Vehicle other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4x4 sport utility vehicle and provided that the vehicle conforms to the following specification:
   a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Cross Vehicle Mass (GVM).
   b) maximum overall dimensions of: length 5.5m; height 3m; width 2.25m (all including any load carried).
   The Vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans and/or any other item being towed must not exceed 7.6 m. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide recovery, the caravan or trailer will be recovered together with the Vehicle to a single destination. Other than as set out above caravans and trailers are not covered under this Policy. If the Vehicle requires repatriation We will arrange for repatriation of the caravan or trailer as well.
19. Any Claim by You unless You are Resident of the United Kingdom and the Vehicle is registered with the relevant Vehicle Licensing Agency.
20. Any Vehicle which is not in roadworthy and good mechanical condition at least 7 days before any booked trip to Europe within Your Period of Cover. You must also make sure it is serviced as the manufacturer recommends.
21. Any Vehicle carrying more persons than recommended by the manufacturer, up to a maximum of 8 persons (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during Vehicle construction and to the manufacturer’s specification.
22. Your Vehicle if it is unattended.
23. Any personal effects, valuables or luggage left in Your Vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the Vehicle. These are Your responsibility.
24. Specialist Equipment costs. We will however arrange for the specialist services if needed, but You will have to pay for any additional costs direct to the contractor.
25. Any costs which are not directly covered by the terms and conditions of this Policy.
26. Vehicles which had broken down/had suffered a Breakdown or were unroadworthy at the start of this Policy.
27. It is a legal requirement that Vehicles used or recovered with their wheels in contact with the public highway must have a valid current excise licence (Vehicle tax). Where no current excise licence exists We will attempt to fix Your Vehicle at the roadside but will not provide any other service or benefit.
   The above is not applicable to those vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994 (which include certain types of vehicles, including certain old vehicles, agricultural vehicles and emergency vehicles) or under Section 5 of the Vehicle Duty Order 2010 in Isle of Man. For further information please contact either DVLA at www.dvla.gov.uk or Vehicle Licensing, Dept of Transport for Isle of Man at www.gov.im/transport/highways/dandv/welcome.xml.
28. The costs of any parts provided by RAC to fix Your Vehicle at the roadside must be paid in full by credit/debit card at time of Breakdown before work can commence.

European Claims procedure and conditions
When providing assistance We make every effort to arrange on Your behalf all costs within the limits set out in this document. However, in some instances You may be asked to pay locally and reclaim costs on Your return to the United Kingdom. There may also be occasions when You arrange and pay for assistance direct and wish to reclaim the cost.
RAC European Cover Claims are handled by:
Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4OZ
If You have any enquiries relating to repatriations or Claims associated with Our European Service, please contact Us on 0870 549 3320 (Calls may be recorded and/or monitored) email: customercareoperations@rac.co.uk.
If you have paid any cost which you believe is covered, please telephone RAC for a claim form immediately on your return home, quoting your policy reference number. When returning your completed claim form you should enclose relevant original receipts (not photocopies).

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

1. You must make any claim on an RAC claim form, please bring your claim to RAC’s attention as soon as you can (if possible within 28 days) after you return to the United Kingdom. Claims which are not on an RAC claim form will not be accepted. This does not affect your statutory rights to take legal action or exercise any other legal remedy.

2. If we pay out money for you under your policy we can take over your right to get that money back. you must cooperate with us as much as possible if requested by us.

3. You must do all you can to prevent accident, injury, loss or damage, as if you were not covered.

4. You must forward to us any writ, summons, legal document or other communication about the claim as soon as you receive them.

5. You must obtain any original receipts, certificates, police reports, evidence, etc and give all the information and help we may need at your expense. This includes medical certificates and details of your household insurance if necessary.

6. You must not admit liability or offer or promise payment without RAC’s written permission.

7. The vehicle must be in roadworthy and in good mechanical condition when you commence your journey.

8. If any claim is found to be fraudulent in any way your claim will be forfeited.

you must, within 7 days of any request from RAC, send to RAC copies of any European accident statements (called a “Constat d’amiable” in France) and/or any police reports you have used our breakdown service and you are dissatisfied with any aspect of the services please bring the complaint to our attention as soon as you can (if possible, within 28 days of being aware of it). Please quote your full name, contact telephone number or policy number and where applicable your vehicle registration in any communication.

Please write to us at: Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall. WS5 4QZ. Or email breakdowncustomercare@rac.co.uk

If you are dissatisfied with any aspect of service received under your European cover please write to us at the address provided above or call us freephone from the UK on 0800 107 5861 or from Europe on 00 44 (0)161 332 1040 (calls may be recorded and/or monitored). Fax: 01922 746 528. Email: customercareoperations@rac.co.uk

If you are dissatisfied with any other aspect of the services provided to you please contact customer services on 0344 412 2157. If you prefer to put your complaint in writing please send it to the customer relations manager, fusion house, breton way, Peterborough PE3 8BG.

In either case, we will deal promptly with your query. Unless we can satisfactorily resolve your complaint within 24 hours we will send you an acknowledgement within five working days, along with a leaflet outlining our complaints procedures. In the unlikely event that we cannot resolve your complaint to your satisfaction, depending on the product and the nature of your complaint you may refer your concerns to the financial ombudsman service at the following address: the financial ombudsman service, exchange tower, London E14 9SR. Tel: landlines 0800 023 4567 mobiles 0300 123 9123. Email: complaint.info@financial-ombudsman.org.uk. This does not affect your statutory rights to take legal action or exercise any other legal remedy.

Regulatory status
RAC motoring services (in respect of insurance mediation services only) is authorised and regulated by the financial conduct authority. RAC insurance limited is authorised by the prudential regulation authority and regulated by the financial conduct authority and the prudential regulation authority. Our financial services reference numbers are 310208 and 202737 respectively. You can check our authorisation on the financial services register by visiting www.fca.org.uk. RAC motoring services and RAC insurance limited are subsidiaries of aviva plc.

Registered address
RAC motoring services (registered in England No. 01424399) and/or RAC insurance limited (registered in England No. 2355834) both with registered office of 8 surrey street, Norwich, NR1 3NG.

Financial services compensation scheme
RAC motoring services (in respect of insurance mediation activities only) and RAC insurance limited are
covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme, depending on your type of insurance and the circumstances of any claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Protecting your information
For the purposes of the UK Data Protection Laws that apply from time to time, the data controller in relation to the personal data you and/or BISL Limited supplies to the RAC is RAC Motoring Services (RACMS). This enables BISL Limited to provide you with a quotation, for you and the RAC to enter into a contract for RAC Breakdown Cover, in making a request for service or benefit and for administering the RAC Breakdown Cover. RACMS (Registered No: 01424399) Registered Office is RAC House, Brockhurst Crescent, Walsall, WS5 4AW. You can contact the Data Protection Officer for RACMS by email to dpo@rac.co.uk or writing to Data Protection Officer, RAC Motoring Services Limited, RAC House, Great Park Road. Bradley Stoke. BS32 4QN.

RACMS obtains your personal data from BISL Limited when BISL Limited provides RACMS with your personal data for the purposes set out below. RACMS also obtains your personal data when you contact the RAC directly in relation to your RAC Breakdown Cover. Please be aware that the RAC may record telephone calls for staff training and evidential purposes.

The categories of your personal data that the RAC obtain about you are:
- name;
- policy number;
- vehicle registration number;
- vehicle manufacturer;
- vehicle model;
- DVLA date of your vehicle's first registration;
- contact details;
- vehicle location data; and
- in very limited circumstances, certain sensitive personal data, including information on health and wellbeing, that you provide the RAC from time to time.

RACMS processes your personal data for the following purposes and its other legitimate interests in order to:
- provide you with a quote for cover;
- provide you with a contract for cover;
- fulfil your contract for cover;
- administer your RAC Breakdown Cover; and
- contact you to provide you with the services that form part of your RAC Breakdown Cover.

Please note that, if you do not provide your personal data, the RAC will be unable to provide you with the RAC Breakdown Cover you are requesting, as well as services related to administering your RAC Breakdown Cover. RACMS will share the personal data you provide with its group companies, RAC Group Companies (RACCC) will use this for administration and customer services. RACCC may disclose your personal data to the RAC’s service providers and agents for these purposes.

RACCC retains your personal data for so long as is necessary for the RAC to process your personal data for the purposes and legitimate interests set out above. RACCC may transfer your personal data outside of the European Economic Area, for example to Asia. RACCC will only do this where it is necessary for the conclusion or performance of a contract between you and the RAC, or that RACCC enter into at your request, in your interest.

In the event that RACCC transfers your personal data outside of the European Economic Area for any other reason, it shall ensure that appropriate and approved data transfer clauses or certification mechanisms are in place with the relevant recipient of your personal data. When you give the RAC personal information about another person, you confirm that they have authorised you to act for them, that you have their consent to act on their behalf (for example, under a power of attorney) and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

RACCC or our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made. RACCC may monitor and record any communications with you including telephone conversations and emails for quality assurance and compliance reasons.

If you would like a list of all RAC group companies, please write to or email the Data Protection Officer.

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

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

Cancellation
You may cancel this Policy at any time by contacting Customer Services on the number shown in Your M&S Car Insurance Policy documents. For further details including cancellation fees and refund of premiums due, please read the ‘Additional important information’ section in Your M&S Car Insurance Policy. This Policy must run alongside Your M&S Car Insurance Policy, therefore, if you cancel the main Policy that cancellation will also automatically apply to this Policy and cover will cease from the date of cancellation.
Motor Legal Protection Policy

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

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

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

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

How to make a claim
Sections 1 and 2 - To make a claim under sections 1 and 2 of this Motor Legal Protection Policy please call our claims line 0344 412 2160 - 24 hours a day 365 days a year.
Sections 3 and 4 - To make a claim under sections 3 and 4 of this Motor Legal Protection Policy please call our claims line 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.
• Any claims must be reported within 180 days of the accident.
• The identity of the third party must be known and they must have held valid motor insurance at the time of the accident.
• There must be reasonable prospects of success against the third party.
• The estimated legal costs for the claim must not exceed the estimated value of the claim.

Section 2 - Replacement Vehicle and Vehicle Repair
What is covered under this section of the policy?
In addition to the cover provided under this policy, if you have had an accident that wasn't your fault, you may be entitled to an alternative hire vehicle that may be an equivalent type to your own whilst yours is off the road and we may be able to arrange to have your vehicle repaired and provide you with up to 12 months interest free credit on the repairs made.

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

Section 3 - Motor Prosecution Defence
What is covered under this section of the policy?
If you are facing suspension or disqualification of your driving licence, we can instruct a solicitor to act on your behalf. This section provides cover for your legal expenses incurred in defending your legal rights.

Significant features and limitations of this section of the policy
• The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.
• Cover is provided up to a maximum of £20,000 for legal expenses.
• Cover is provided if you are facing suspension or disqualification.
• 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.
### 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 <strong>You</strong> and the <strong>Solicitor</strong> which sets out the terms under which the <strong>Solicitor</strong> will charge <strong>You</strong> 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 <strong>Litigation</strong> 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 <strong>Underwriter</strong> will pay in total in respect of <strong>Your Insured Liability</strong> in relation to the <strong>Litigation</strong> subject always to the maximum amount of £100,000.</td>
</tr>
<tr>
<td>Litigation</td>
<td>All work reasonably undertaken by the <strong>Solicitor</strong> to pursue <strong>Your Claim</strong> and work to have been undertaken with the approval of the <strong>Underwriter</strong> and subject to the jurisdiction of the <strong>Court</strong>.</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 <strong>Court</strong> in connection with the <strong>Litigation</strong>.</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 <strong>Litigation</strong> as <strong>We</strong> agree.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Own Solicitor’s Costs</td>
<td>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.</td>
</tr>
<tr>
<td>Period of Insurance</td>
<td>Means the period during which the Motor Vehicle Insurance Policy is in force.</td>
</tr>
<tr>
<td>Prospects of Success</td>
<td>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 outweighs Your Own Solicitor’s Costs and Your Own Disbursements of pursuing the Claim.</td>
</tr>
<tr>
<td>Solicitor</td>
<td>The appropriately qualified lawyer or legal representative appointed to act on behalf of You.</td>
</tr>
<tr>
<td>Special Territorial Limits</td>
<td>Means England, Wales, Scotland, Northern Ireland and Isle of Man.</td>
</tr>
<tr>
<td>Territorial Limits</td>
<td>Means countries in the EU, EEA, Andorra, Isle of Man, Channel Islands and Switzerland.</td>
</tr>
<tr>
<td>Third Party</td>
<td>Means the other person and/or party responsible for the Insured Event, excluding You.</td>
</tr>
<tr>
<td>Third Party Costs</td>
<td>Third Party legal fees, disbursements and expenses which You are ordered to pay by a Court or which, with Our approval, You:</td>
</tr>
<tr>
<td></td>
<td>a) Agree to pay, or</td>
</tr>
<tr>
<td></td>
<td>b) Become liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>d) Become liable to pay by discontinuing the Litigation under Part 38 of the Civil Procedure Rules.</td>
</tr>
<tr>
<td>Underwriter</td>
<td>RAC Insurance Ltd, who underwrites Section 1 and Section 3 of the Motor Legal Protection Policy.</td>
</tr>
<tr>
<td>Uninsured Loss</td>
<td>Means any loss sustained by You arising out of an Insured Event where such loss is recoverable from the insurers of the Third Party.</td>
</tr>
<tr>
<td>We, Us, Our</td>
<td>Means ACM and/or the Underwriter where appropriate.</td>
</tr>
<tr>
<td>You / Your</td>
<td>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.</td>
</tr>
</tbody>
</table>

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 arising against a Third Party for uninsured loss.

- 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
It is necessary to incur Own Solicitor’s Costs and Own Disbursements in order 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.

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.

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.

2.2 Any Legal Costs and Expenses covered by Your Motor Vehicle Insurance Policy.

2.3 If You fail to provide Us with reasonable notice.
of a prosecution and We or Your Solicitor is unable to prepare in advance of any hearing.

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

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

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

2.7 Any offences which are brought against You and for which You are alleged to be under the influence of alcohol and/or drugs, or any offences which are associated with or related to an alcohol and/or drugs offence.

3. General Conditions

3.1 You must co-operate with Us at all times and forward any communications received in connection with Your prosecution without delay and supply Us with any information We require.

3.2 You must co-operate with the Solicitor including giving such instructions as We require and keep the Solicitor and Us fully informed of any developments or material changes in circumstances.

3.3 You must not attempt to exaggerate or mislead Us, Your Solicitor or anyone else in relation to Your prosecution, otherwise this policy shall be declared void and no longer apply.

4. Representation

4.1 We have the right to make investigations into the case.

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

4.3 If You wish to appoint Your own solicitor You must notify Us in writing and provide details of the firm and the individual solicitor at that firm that You intend to instruct. We will make contact with the individual solicitor to obtain written confirmation of their qualifications and expertise. The solicitor must sign Our Non-panel Solicitor Terms and Conditions and they will be under a duty to minimise the Legal Costs and Expenses.

4.4 Once Your chosen solicitor has signed Our Non-panel Solicitor Terms and Conditions, they will become the Solicitor subject to the terms and conditions of this policy and Our Non-panel Solicitor Terms and Conditions. You must not change the Solicitor without Our prior written consent, such consent not to be unreasonably withheld. This condition is subject to Your rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

Section 4 – Motor Legal Helpline

This section is administered by ACM ULR Limited.

1. What is Covered

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

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

1. How to make a claim

1.1 Sections 1 and 2 - To make a claim under sections 1 and 2 of this policy please call our claims line 0344 858 6872 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 You may cancel this policy at any time by contacting Customer Services on the number shown in Your Motor Vehicle Insurance Policy. For further details including cancellation fees and any refund of premium due, 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.

For further details including cancellation fees and any refund of premium due, please read the cancellation sections in Your Motor Vehicle Insurance Policy.

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, Breton Way, Bretton, Peterborough, PE3 8BC. If You are not satisfied with the way the complaint has been dealt with You may be entitled to refer Your complaint to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Tel: Landlines 0800 023 4567 Mobiles 0300 123 9123. Email: complaint.info@financial-ombudsman.org.uk

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: Pegasus House, Bakewell Road, Orton Southgate, Peterborough, PE2 6YS. 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, Pegasus House, Bakewell Road, Orton Southgate, Peterborough, PE2 6YS 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 disclose 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. Underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE

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. UK General Insurance Limited is an insurer’s agent and in the event of a claim act on behalf of Great Lakes Insurance SE, 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>
</tr>
<tr>
<td>Replacement vehicle</td>
<td>means any vehicle provided in accordance with this service.</td>
</tr>
<tr>
<td>Motor vehicle insurance policy</td>
<td>means the motor vehicle insurance policy in conjunction with which this cover was arranged.</td>
</tr>
<tr>
<td>Insured vehicle</td>
<td>means the motor car, motorcycle or commercial vehicle insured under the motor vehicle insurance policy.</td>
</tr>
<tr>
<td>Insurer</td>
<td>means UK General Insurance Limited on behalf of Great Lakes Insurance SE.</td>
</tr>
<tr>
<td>Period of insurance</td>
<td>means the period during which the motor vehicle insurance policy is in force.</td>
</tr>
<tr>
<td>Hire vehicle</td>
<td>means a vehicle offered to you under the terms of any applicable Motor legal protection product.</td>
</tr>
<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>
</tr>
</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;
(iii) the date on which any courtesy car is made available to you by any person, firm or company responsible for carrying out or paying for any repairs to the insured vehicle.
However, in no circumstances will any replacement vehicle be made available for a period of longer than 28 days. At the end of the period for which a replacement vehicle is made available to you under 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.

(iii) 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 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 Online dispute resolution

We always try to resolve any complaint to put things right. However, if you have already contacted us and we have not resolved your complaint to your satisfaction, you may wish to use the European Commission's Online Dispute Resolution service. This is an online portal designed to help consumers who have bought goods or services online to conduct dispute resolution, in any of the official languages of the European Union, which will then be forwarded to the Financial Ombudsman Service. http://ec.europa.eu/odr
13 Cancellation
You may cancel this product at any time by contacting Customer Services on the number shown in 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 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.

14 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 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. You can contact the Data Protection Officer for BISL Limited or ACM ULR Limited by writing to Data Protection Officer, Pegasus House, Bakewell Road, Orton Southgate, Peterborough, PE2 6YS or emailing DPO@bglgroup.co.uk. Any Solicitor dealing with a Claim will also 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.

15 FSCS:
Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Great Lakes Insurance SE 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.

16 Who regulates us
ACM is a trading name of ACM ULR Limited Registered No. 3832599. Registered office: Pegasus House, Bakewell Road, Orton Southgate, Peterborough, PE2 6YS. Authorised and regulated by the Financial Conduct Authority, Financial Services Number 306408. This insurance is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Firm Reference No 310101. Registered in England and Wales, Company no. 4506493. Registered office: UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ. You can check our details on the Financial Services Register https://register.fca.org.uk/ UK General Insurance Limited is an insurer’s agent and in the event of a claim act on behalf of Great Lakes Insurance SE
Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.
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 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 instalments using a fixed sum loan agreement, you will enter into further contracts with each insurer, supplier or credit provider for these services.

Your demands and needs

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

What Insurance Intermediary Services will We provide?

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

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

Our fees and charges

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

Cancellation fee

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

Administration fee

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

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
M&S Insurance is a trading name of Marks & Spencer Financial Services plc. Kings Meadow, Chester CH99 9FB. Marks & Spencer Financial Services plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Register number 151427.
BISL Limited are authorised and regulated by the Financial Conduct Authority. Register number 308896. BISL’s permitted business is arranging general insurance contracts.
You can check on the register by visiting the FCA’s website www.fca.org.uk