

FIVE ISLANDS

INSURANCE



FAMILY FLEET POLICY WORDING

CLAIMS HELPLINE: 01481 728 988

GENERAL ENQUIRIES: 01481 728 986



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INTRODUCTION TO YOUR POLICY

Thank you for choosing Five Islands Insurance to arrange this Insurance policy for you. We are pleased to welcome you as a valued client.

We have partnered with Tradex Insurance Company Ltd for the Motor section and DAS Legal Expenses Insurance Ltd Motor Legal Protection for Part B and European Motor Assistance Part C. Their expertise has allowed us to design a package of exceptional quality for you.

This policy is a legal contract which relies on the information you supplied when you applied for this insurance. We use the information to decide what cover to provide and how much you will pay. It is therefore essential that all the information given is complete and accurate and that you have not withheld or misrepresented any information which will affect your insurance. It is also important that, throughout the life of this policy, you tell your broker, agent or us immediately if there are any changes in your circumstances or to the information already given. If you are not sure whether something is important or relevant, please tell your broker, agent or us anyway as failure to do so may affect a claim, the cover provided, invalidate your insurance or result in it not operating fully or a claim payment being reduced.

This policy, together with your schedule, certificate of motor insurance and any endorsements that apply, sets out the insurance protection being provided in return for your premium. It also tells you how to make a claim and how to contact us.

This policy may be insured by more than one insurer or co-insurer. The schedule will show this and detail who the insurers or co-insurers are.

The subscribing insurers' obligations under this contract of insurance are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Please read all the documents carefully and keep them in a safe place. You will see that certain words and phrases which have specific meanings have been defined and are in bold type throughout your policy. If you find any errors in any of the documents we have sent you, please tell us immediately so that we can make the necessary changes. We recommend that you keep a copy or record of all information you give to your broker, agent or to us.

We hope your association with us will be a long and successful one.

A handwritten signature in blue ink, appearing to read 'Toby Clegg'.

Toby Clegg
Managing Director
Five Islands Insurance Limited



FIVE ISLANDS INSURANCE – MAKING A CLAIM

When advising a claim or contacting a helpline, please give your name, policy number and full details of your claim.

Contact numbers

To report an accident or theft of your vehicle	01481 728 988
To arrange a windscreen repair or replacement	
- On Guernsey	01481 237 577
- Elsewhere in the UK and Europe	+44 (0)1708 678 546
If you require assistance with pursuing your uninsured losses	0800 783 6066
If you have broken down	
- In the Channel Islands/ United Kingdom	0800 731 5123
- In the rest of Europe	+44 (0)117 934 2177

Please note

Please refer to Motor Legal Protection Part B and European Motor Assistance Part C for what to do in the event of a claim under those sections)

- So as not to prejudice your claim, you must report all incidents to us, even if there is no damage to your vehicle or you were not at fault, within the timescales set out in General Conditions 1 and 2 (see page 27). In any event, all claims must be reported to us within 48 hours of your becoming aware of any circumstance which may give rise to a claim.
- If a camera, digital CCTV recording system and/or telematics is fitted to your vehicle you must provide us with all records, footage and/or memory cards as soon as is practicable
- If the vehicle has been stolen, you must upon discovery
 - advise the police and inform us of the crime reference number
 - and if applicable, the vehicle tracing company.
- We will require full details of the incident including the names and addresses of everyone involved including your passengers and any witnesses.
- You must send us, unanswered, every writ, summons, legal process or other communication about the claim from any other third party as soon as you receive it.
- You must tell us in writing as soon as is practicable when you or your legal representatives become aware of any prosecution, inquest or fatal accident inquiry involving anyone covered by this policy.
- All claims for injury or non-injury can be reported directly to insurers by solicitors or other representatives acting on behalf of people making a claim against you.
- Where we are notified of the claim by someone other than you, we will contact you. If you do not respond to us within 48 hours of our contact with you, and provide full details of the incident, we will make a decision on liability based on the information supplied by the third party or their representative. This could affect your entitlement to a no claims discount and result in the premiums you are asked to pay in the future being increased.
- Send all documentation requested with a note of your policy number or claim reference to **Five Islands Insurance Limited, Admiral House, Place Du Commerce, St Peter Port, Guernsey GY1 2AT**
- If you choose not to use our approved windscreen repairer to carry out a repair or replacement to the windscreen you will have to pay an additional excess of £50 for a replacement or £10 for a repair carried out by another supplier unless this is with our prior agreement.



GENERAL DEFINITIONS

*The words and phrases shown in **bold** have the same meaning wherever they appear in the policy. They are either defined below or more specifically elsewhere in this policy. For definitions relating to Motor Legal Protection and European Motor Assistance please refer to parts B & C respectively.*

Accessories	<p>Accessories include</p> <ul style="list-style-type: none">a) any additional and supplementary equipment fitted to the vehicleb) safety equipment, child car seats and any parts kept in or on the vehiclec) the maker's tool kit.
Act of terrorism	<p>An act or threatened act as set out in the United Kingdom's Terrorism Act 2000 and which is</p> <ul style="list-style-type: none">a) carried out by any person or group(s) of persons whether acting alone, on behalf of or in connection with any organisation(s) or government(s)b) committed for political, religious, ideological or other similar purposes including the intention to influence any government and/or to intimidate the public or any section of the public and which involves any serious violence, damage to property or disruption to or interference with an electronic system, any risk to health or safety or which endangers life.
Agreed value	<p>The value shown against a vehicle in the schedule where Optional extension 2 – Agreed value for classic vehicles under Section 2 – Your vehicle, is operative.</p>
Agricultural vehicle	<p>Any tractor or similar vehicle used for farming, gardening, animal care, forestry or snow clearance including the hauling of materials to deal with frost, ice and snow and animal feed and bedding.</p>
Articulated vehicle	<p>A goods carrying vehicle made up of a power unit and one semi trailer.</p>
Business	<p>Any clerical, professional and/or administrative business activity you conduct at or from your home excluding any kind of manual work or the use of any machinery other than office equipment.</p>
Car	<p>A private passenger vehicle with a maximum carrying capacity of 8 passengers in addition to the driver.</p>
Certificate of motor insurance	<p>Evidence of the existence of motor insurance as required by law including, for any vehicle registered in the Channel Islands, the windscreen insurance disc.</p>
Commercial vehicle	<p>A vehicle used for commercial purposes or horsebox of up to 7.5 tonnes gross vehicle weight where the driver is not required to have a special driving or operator's licence.</p>
DAS	<p>DAS Legal Expenses Insurance Company Limited. DAS Legal Expenses Insurance Company Limited, DAS Parc, Greenway Court, Bedwas, Caerphilly CF83 8DW. Website: www.dasinsurance.co.uk. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter of Motor Legal Protection Part B and European Motor Assistance Part C.</p>
Disabled vehicle	<p>A vehicle not capable of being moved under its own power.</p>
Endorsement	<p>Any variation to the terms, conditions and exclusions of this policy as shown in the schedule.</p>
Essential information	<p>All information and any particular circumstances which would influence us in our decision to provide or restrict cover and to set the level of premium and excess(es).</p>
Excess(es)	<p>The amount(s) and/or any percentage shown in the schedule or more specifically in this policy which will be deducted from each claim.</p>
Family	<p>Your spouse, your own, adopted, foster or step children, parents and other relatives living permanently with you.</p>



FCA	The Financial Conduct Authority. Note: Information on regulated companies can be obtained either by calling the FCA Consumer Helpline on 0800 111 6768 or by visiting their website: www.fca.org.uk .
Five Islands Insurance	Five Islands Insurance Limited, Admiral House, Place du Commerce, St Peter Port, Guernsey, GY1 2AT Registered in Guernsey company number 69725 website: www.fiveislandsinsurance.com Regulated by the Guernsey Financial Services Commission Reference number 2722046
GFSC	Guernsey Financial Services Commission Note: Information on licensed companies can be obtained either by calling the GFSC on 01481 748094 or by visiting their website: www.gfsc.gg .
Green card	The document which provides proof that you have the minimum insurance cover required by law to drive the vehicle outside the United Kingdom .
Home	Your permanent private residence at the address(es) in the United Kingdom shown in the schedule .
Imported vehicle	A vehicle which may have been registered in but was not originally built to be sold in the United Kingdom .
Indirect loss(es)	Any loss, charge or cost not directly caused by the event leading to a claim including but not limited to loss of market, loss of contract, loss of use, monetary devaluation or any other similar economic loss.
Initial period	The period shown in the schedule during which all vehicles to be insured are added to this policy until the selected common renewal date is reached.
Injury	Bodily injury, death, illness, disease and/or nervous shock.
In-vehicle equipment	Any in-vehicle entertainment system (including CDs, DVDs and cassettes), camera, digital CCTV recording, telematics, data transmission, telephone, communication and satellite navigation equipment whilst permanently fitted to the vehicle or specifically designed to be removable or partly removable and which cannot function independently of the vehicle .
Keys	Any key , fob, entry card or other device or keyless entry system used to access and/or start the vehicle .
Market value	The current cost of replacing your vehicle with a comparable one of similar type and condition.
Minibus	A motor vehicle which is constructed or adapted to carry more than 8 but not more than 16 seated passengers in addition to the driver.
Moped	A motorcycle with a maximum design speed not exceeding 30mph, weighing not more than 250kg and with an engine of 50cc or less. The definition also includes motorcycles that can be moved by pedals if first used before 1 August 1977.
Motorcycle	A mechanically propelled vehicle , <i>not being an invalid form of transport or a moped</i> , with fewer than four wheels, the unladen weight of which does not exceed 410 kgs.
Period of insurance	The period stated in the schedule for which you have paid and we have accepted the premium.
Policy	This document, schedule , endorsements and, if applicable, the certificate(s) of motor insurance read together and any word or expression to which a specific meaning has been given has the same meaning wherever it appears.
Policyholder	The person(s) named as the policyholder in the schedule .
Quad bike	An all-terrain ride on vehicle that is steered by handlebars.
Road rage	A deliberate act by the driver or passenger of a motor vehicle which is intended to intimidate or cause harm to other people and/or damage to their vehicles or property.



Road Traffic Act(s) & Laws of the United Kingdom & Channel Islands	The compulsory motor insurance provisions of any road traffic laws; being any acts, laws or regulations which govern the driving or use of any motor vehicle in the United Kingdom .
Schedule	The document which gives details of the policyholder , the insured persons , the period of insurance , sums insured , endorsements applicable, excess(es) and the cover in force.
Spouse	Your husband, wife, civil partner (as defined in the United Kingdom's Civil Partnership Act 2004) or someone you are living with as if you are married to them.
Sum(s) insured/ indemnity limit	The amount(s) shown in the schedule which set out the policy's financial limits.
Total loss	Where the vehicle i) has been damaged beyond economic repair or ii) was stolen and not recovered.
Tradex	Tradex Insurance Company Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Register number 202917. Registered Office, 7 Eastern Road, Romford, Essex RM1 3NH. Registered number 2983873.
Trailer	A caravan, semi- trailer , horsebox, container or other object used for carrying goods which itself cannot be driven.
Unattended	No-one being in, on or in a position to prevent any unauthorised interference with a vehicle , trailer and/or any contents.
United Kingdom	For the purposes of this policy , the United Kingdom includes the Channel Islands and the Isle of Man.
Vehicle	Any vehicle including its accessories and in-vehicle equipment which is i) owned, registered, leased or hired under a hire purchase agreement by you ii) described in the schedule and current certificate of motor insurance
We/us/our/insurer	Tradex or any other insurer more specifically defined in any operative part of this policy or shown in the schedule .
You/your /insured	The policyholder and any other person permitted in the schedule and/or certificate of motor insurance to drive or use the vehicle .



PART A – MOTOR USES AND DRIVERS

The **vehicle** is covered only if it is being driven and/or used by the persons and in the way specified in the **schedule** and **certificate of motor insurance**.

Use exclusions

The following are not covered unless specifically shown as included in your certificate of motor insurance and/or your schedule.

- i) hiring or letting out **your vehicle** in return for money or reward*
- ii) carrying and transporting passengers for money other than
 - a) where a mileage allowance is paid to **you** for official or agreed **business** duties or for the performance of a social service*
 - b) car-sharing agreements involving the use of a **car** for social or similar purposes provided that **you** make no profit from what **you** are paid for the journey**
- iii) the carriage of goods for money*
- iv) use on a derestricted toll road including the Nurburgring Nordschleife or for racing, pace making, competitions, rallies, track days, trials or speed tests either on a road, track or off-road whether the event is officially organised or informally arranged*
- v) any purpose connected with the motor trade*
- vi) the **vehicle** being used in
 - a) the territorial limits for more than 45 days per trip*
 - b) any country outside the **United Kingdom** which requires that a **green card** is issued and carried for the duration of the trip.**
- vii) the use of **your certificate of motor insurance** to secure the release of any motor **vehicle** seized by or on behalf of any government or public authority which is not **your** property or in **your** custody or control at the time of seizure.*

Driver exclusions

This policy excludes any legal liability, death, injury, loss, damage or indirect loss occurring whilst a vehicle is being driven by you or by any person claiming indemnity under this policy.

- i) unless such person holds the appropriate valid licence to drive the **vehicle** or has held and is not disqualified or prohibited by law from holding and/or obtaining such a licence*
- ii) who is not complying with the terms and limitations of their driving licence*
- iii) who **we** are satisfied was, at the time, under the influence of any substance including but not limited to intoxicating liquor, substance or solvent abuse and/or a drug or drugs including those medically prescribed where the doctor and/or manufacturer has advised that the ability to drive may be impaired*
- iv) who commits or attempts
 - a) suicide*
 - b) wilful, deliberate or criminal damage including **road rage****
- v) which results in the driver of the **vehicle** being convicted of
 - a) racing, dangerous or reckless driving on a public highway*
 - b) an offence involving drink or drugs*or any equivalent offence under the law of any other country in which the **policy** is operative.*



EUROPEAN AND FOREIGN USE

You are required to carry your certificate of motor insurance for all travel outside the United Kingdom.

Your policy extends to include the driving or use of the **vehicle(s)** outside the **United Kingdom** in any European Union Member country and Iceland, Norway, Switzerland and Liechtenstein.

The cover provided will be for

Section 1 – Third Party Liability

the minimum indemnity limits required to comply with the laws relating to compulsory insurance of **vehicles** in that country. Where a different limit has been agreed it will be shown in **your schedule**.

Section 2 – Your Vehicle

the same as it is within the **United Kingdom** and will be subject to

- i) each trip
 - a) being temporary and lasting no more than 45 days
 - b) starting and ending in the **United Kingdom**
- ii) the **vehicle** being
 - a) driven or used only for social, domestic and pleasure purposes unless stated otherwise in the **schedule**
 - b) registered in the **United Kingdom** and recorded on the **MID**
- iii) **you** and the driver being ordinarily resident in and **your business** as well as any additional occupations shown in the **schedule** being based the **United Kingdom**

we will, if necessary, issue **you** a **green card**.

*No cover is provided for any other country unless it has been agreed with us prior to your journey and we have issued **you** a **green card**.*

Optional extensions

Your schedule will show which of these optional extensions is in force.

- 1 European and foreign use for longer trips
- 2 Cars kept within a European Union Member country and Iceland, Norway, Switzerland and Liechtenstein for more than 45 days.

Where **you** keep a **vehicle** outside the **United Kingdom** but within a European Union Member country, Iceland, Norway, Switzerland and Liechtenstein for more than 45 days in any one period of insurance, we will extend the cover provided by this part of the **policy** provided that

 - i) the **vehicle** is registered in the **United Kingdom**
 - ii) the registration number of the car is shown against this extension on the **schedule**
 - iii) the car is taxed and, if registered with the **DVLA**, recorded on the **MID**
 - iv) if one is required, the car has a current MOT certificate
 - v) the cars are used only for social, domestic and pleasure purposes unless stated otherwise in the **schedule**
 - vi) **you** advise **us** immediately of any changes either to the car or the country and place where it is kept
 - vii) other than in the course of a journey or if stated otherwise in the **schedule**, the car is parked or stored in a
 - a) locked garage
 - b) public car park to which there is restricted and/or controlled access
 - c) manned, secure airport storage facility
 - viii) in the event of a **claim**, you pay any additional excess shown against this extension in the **schedule**
 - ix) all the terms, conditions, limitations and exclusions of this **policy** are complied with.

Where applicable, we will include cover for

- 1 transit by rail, air and sea (including loading and unloading) between the **United Kingdom** and/or the other countries listed above for which **you** have cover



- 2 the payment of any general average contribution, salvage and sue and labour charges incurred whilst the **vehicle** is being transported by sea between the **United Kingdom** and any other country where the **policy** is operative provided that damage to **your vehicle** is covered (See Section 2 – Your vehicle pages 10 – 14)
- 3 the reimbursement of any customs duty **you** may have to pay arising directly as a result of an insured **claim**.

DRIVING OTHER VEHICLES – OPTIONAL COVER

Your schedule will show if this cover is in force and the specific section(s) which apply. Cover under Section 2 – Your vehicle will only apply if all your vehicles shown in the schedule have comprehensive cover.

We will extend Section 1 – Liability to others

and, if

- i) **your schedule** shows **you** have comprehensive cover against this extension
- ii) all **vehicles** on **your policy** have comprehensive cover

Section 2 – Your vehicle

to cover an incident involving a **vehicle** not insured by this **policy** whilst a driver named against this extension in the **schedule** is personally driving or using it with the permission of the owner for social, domestic and pleasure purposes in the **United Kingdom**

provided that

- i) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of this **policy**
- ii) the borrowed **vehicle** is
 - 1 registered and insured in the owner's name
 - 2 driven or used by **you** for no more than 7 consecutive days unless the **schedule** shows that **we** have agreed to an extended period
- iii) the borrowed **vehicle** is not
 - a owned by or hired to **you** under a hire purchase, self-drive hire, credit hire or lease agreement
 - b used by **you** on a regular basis
 - c a **minibus, coach, quad bike** or any **vehicle** with a gross **vehicle** weight over 3.5 tonnes
 - d a **motorcycle** unless a **motorcycle** is specifically noted on the **schedule** and the borrowed **vehicle** does not exceed the cubic capacity of **your own motorcycle** shown on the **schedule**
- iv) **your own vehicle** is
 - 1 insured by this **policy**
 - 2 still owned by **you** and has not been sold or disposed of
 - 3 not the subject of a **total loss** claim

The amount we pay under Section 2 – Your vehicle, is no greater than the indemnity limit for each **vehicle** shown against it in the **schedule** less the applicable **excess(es)** or, where cover is provided by any other insurance, more than any **excess(es)** under such insurance for which **you** are held responsible.

SECTION 1 – LIABILITY TO OTHERS

The cover

We will insure **you** for all of the amounts **you** may be legally liable to pay less any **excess(es)** shown in the **schedule** or elsewhere in this **policy** for accidental

- a) death of or **injury** to other people
- b) damage to property up to the limit specified in the **schedule** arising out of an incident in the **United Kingdom** and/or any country in which cover is operative during the **period of insurance** caused by, through or in connection with the use (including the loading and unloading) of any **vehicle** shown in the **schedule** and any attached **trailer** as a direct result of

1 Driving your vehicle

you driving, using or being in charge of the **vehicle**



2 Other people driving or using your vehicle with your permission

- i) any other person specified in the **schedule** using, driving or being in charge of the **vehicle** with **your** permission
- ii) any passenger travelling in, getting into or out of the **vehicle** and provided this is allowed by the current **certificate of motor insurance** and has not been excluded by **endorsement**, exclusion or condition

3 Towing

the **vehicle** being used to tow a **trailer** or **disabled vehicle** provided this is allowed by law and the manufacturer's towing limit is not exceeded

excluding any trailer or disabled vehicle

- i) *being towed in return for money or reward*
- ii) *not properly secured to **your vehicle***
- iii) *when more than one **trailer** or **disabled vehicle** is being towed*

4 Bike carriers, luggage and ski racks

the attachment to **your vehicle** of a bike carrier, luggage and/or ski rack

excluding any

- i) *rack or carrier not properly secured to **your vehicle***
- ii) *incident which does not take place during a journey.*

Section extensions

1 Legal personal representatives

We will deal with a claim made against the estate of any deceased person insured by this policy provided that the claim is covered.

2 Additional costs and fees

We will, at our option, pay for

- a) legal fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction or indictment in a higher court
- b) the cost of defending any proceedings against **you** for manslaughter or causing death by dangerous, careless or inconsiderate driving up to a limit of £10,000 inclusive of VAT if applicable
- c) emergency treatment fees as required under the applicable law (if this is the only payment **we** make, **your** no claim bonus will not be affected)
- d) all other costs and expenses incurred with **our** written consent.

Section exclusions

This section does not cover

- 1 *Death of or **injury** to any employee arising out of or in the course of that person's employment by **you** or any other party claiming indemnity except as required by the relevant laws applicable to the driving of **vehicles**.*
- 2 *Loss of or damage to property owned by or in the custody or control of **you** or any other party claiming indemnity under this **policy**.*
- 3 *Death, **injury**, loss or damage arising from the use of any*
 - i) *tools, goods and/or associated equipment being carried in or on **your vehicle***
 - ii) *personal effects, mobile telephone, communication, photographic, portable media, computer and/or associated equipment whilst the **vehicle** is being driven.*
- 4 *Death of or **injury** to any person or damage to property occurring beyond the limits of any highway, road or area to which the public have access in connection with*
 - i) *bringing a load to the **vehicle** and attached **trailer** for loading*
 - ii) *taking away a load from the **vehicle** and/or attached **trailer** by any person other than the driver or attendant of the **vehicle**.*
- 5 *The **vehicle** itself and/or the towed or carried **trailer** or **disabled vehicle** and/or its contents.*



SECTION 2 – YOUR VEHICLE

Your schedule will show whether this section is in force and which of the Covers A, B, C and D are operative.

The cover

We will insure **your vehicle** against loss or damage in the **United Kingdom** and any other country in the territorial limits in which cover is operative during the **period of insurance** caused by

- A** Accidental damage *other than malicious damage or vandalism*
- B** Malicious damage and vandalism
- C** Fire, lightning, self-ignition and explosion
- D** Theft or attempted theft or the taking of the **vehicle** without **your** permission
- E** Storm, hail or flood.

We will, if requested, ignore any driving or use restrictions stated in the **schedule** and **certificate of motor insurance** and will give **you** the full cover in force under this section whilst **your vehicle** is in the care of

- a) the motor trade for service, repair, cleaning, testing, examination or recovery
- b) an employee of a hotel, restaurant, car park or vehicle parking service to be parked and returned
- c) a transport operator for loading onto or unloading from aircraft, ships, trains or other conveyances

provided that **our** rights of recovery are not prejudiced.

Making a claim

Please see Making a claim on page 2 and General conditions 1, 2 and 3 on page 27 for detailed information about how to make and manage a claim.

Repairs

Your vehicle may be repaired either by a competent repairer of **your** choice or by one of **our** approved repairers.

If **we** cannot reach an agreement with **your** choice of repairer over costs, **we** reserve the right to

- a) arrange for a repairer of **our** choice to carry out the work
or
- b) pay **you** the amount **our** repairer would have charged less the applicable **excess(es)**.

Making a theft claim

So that **we** can facilitate the speedy handling and settlement of **your** theft claim, **you** must send **us**

- i) the **vehicle** registration documents
- ii) a copy of the hire purchase or leasing documents or the name, address and reference number of the finance company
- iii) the purchase receipt
- iv) photographs of the **vehicle** if **you** have any
- v) all **keys** to the **vehicle**
- vi) if applicable, confirmation of the registered ownership of the **vehicle's** personalised number plate.

All **keys** must be received by **us** before the final settlement of the claim.

How we will settle your claim

Your vehicle

If **your vehicle** is lost, stolen or damaged, **we** will, subject to the deduction of the applicable **excess(es)** and at **our** option repair, replace or reinstate the **vehicle**.

The amount **we** will pay will depend on the basis on which it is insured but will not be more than either the **market value** shown in the **schedule** or if Optional extension 2 – **Agreed value** is operative, the amount shown as the **agreed value**.



Recovery and delivery

We will, at our discretion, pay up to £1,000 inclusive of VAT for the reasonable and necessary costs of

- i) protecting the **vehicle**
- ii) moving the **vehicle** if it
 - a) is a **total loss**, to free and safe storage whilst our investigations are carried out
 - b) cannot be driven, to the nearest competent repairer or **your home**
- iii) delivering it back to **your home** in the **United Kingdom** once repairs have been completed.

Total loss

Where a claim for a **vehicle** is agreed on a **total loss** basis, the salvage becomes our property and we will arrange for its immediate disposal. If the **vehicle** is not classified as irreparable and you are not eligible for a new **vehicle** (see New vehicle replacement below) you may, if we agree, purchase the salvage. In the event that the claim is not covered, we will pay you the amount received for the salvage plus any interest earned. Any cash settlement we offer will be subject to the deduction of the applicable **excesses**.

Cover for the damaged **vehicle** will end from the date you accept our settlement or we reject the claim. Unless specifically varied elsewhere in this section, an additional premium will be required if the cover is to continue on a replacement **vehicle**.

Hire purchase or leasing agreements

If, to our knowledge, the **vehicle** does not belong to you or is the subject of a hire purchase or leasing agreement we will, in the event of a **total loss**, make the payment, less any **excess(es)** to the legal owner, whose receipt will be a full and final discharge to us.

New vehicle replacement

If the **vehicle** is damaged or stolen within twelve months of its purchase as new and it has covered fewer than 10,000 miles, we will at your request replace it with a new one of the same make, model and specification provided that the damaged **vehicle** is a **total loss** or the stolen **vehicle** has not been recovered and you pay the applicable **excess(es)**.

- a) Where the **vehicle** is no longer in production and/or is not available in the **United Kingdom**, we will pay you the lower of
 - i) the invoice price you paid for the **vehicle**
or
 - ii) the cost (including taxes) of the nearest equivalent model and specification currently available in the **United Kingdom** from the same manufacturer
- b) you pay the applicable **excess(es)**
- c) the first registered owner of the **vehicle** is the **policyholder**, the **policyholder's spouse** or the manufacturer or supplying dealer if the mileage at the time of purchase was less than 250 miles and the **vehicle** was not an ex demonstration model or sold as 'nearly new'
- d) the **vehicle** is owned or was purchased under a hire purchase agreement by you or your **spouse** but not if the **vehicle** is subject to any type of lease or contract hire agreement where ownership of the **vehicle** is not passed to you.
- e) any interested finance company gives us their agreement.

Imported parts and accessories

If, following loss or damage, any replacement parts or **accessories** cannot be obtained in the **United Kingdom**, the most we will pay is the cost of comparable items which can be obtained from a supplier in the **United Kingdom**.

Obsolete parts

If, following loss or damage, any replacement parts are found to be obsolete or unobtainable in the **United Kingdom**, the most we will pay is the cost of comparable items available from a supplier in the **United Kingdom**.

Number plates

In the event of a **total loss** claim, we will return the **vehicle's** number plate to the registered owner provided that

- i) you advise us that you wish us to do so when you make the claim
- ii) ownership is confirmed.

We will not be liable for delay or a time restraint imposed by the licencing authority.



Accessories and in-vehicle equipment

We will at our option, repair, replace or pay up to £1,000 if accessories, in-vehicle equipment and/or parts are stolen or damaged provided that

- i) the most we will pay for any item is the reasonable cost of replacing it with a comparable one of similar type and condition
- ii) where there is no claim for loss of or damage to the vehicle itself, you pay the applicable excess
- iii) the items are not more specifically insured.

Lock and key replacement

If the keys to the vehicle are lost, stolen, broken or the locks are damaged by theft, attempted theft, vandalism or malicious damage we will pay up to £500 in any one period of insurance to replace the keys and, where necessary,

- 1 the door, boot and hatchback locks
- 2 the ignition and/or steering lock
- 3 the lock transmitter and central locking interface

but not

- a) any loss, damage or theft not reported to the police
- b) the cost of replacing the vehicle's alarms or other security devices.

Child car seats

We will replace any fitted child seats with new ones of the same quality if your car suffers impact damage as a result of an accident.

Extension

Your schedule will show whether this extension is in force.

Windscreen, sunroof and window damage

For windscreen repairs and replacement telephone 01708 678546 at any time

We will, if your vehicle has comprehensive cover (i.e. Covers A, B, C and D as detailed on page 10 are all operative), pay up to the limit stated in the schedule in any one period of insurance for the cost of replacing or repairing

- a) damaged glass in the vehicle's windscreen, sun-roof or windows
- b) any scratching of the bodywork caused solely by the breakage of the glass or the repair itself.

The excess applicable to this extension is shown in the schedule.

A claim under this extension will not affect the applicable no claims bonus.

Optional extensions

Your schedule will show which of these optional extensions is in force.

1 Courtesy vehicle

We will pay up to £200 per day and a maximum of £4,000 (inclusive of VAT, if applicable) any one claim and in any one period of insurance for a replacement hire vehicle if your vehicle

- a) cannot be driven following insured damage

or

- b) has been stolen

provided that the theft or damage occurred in the United Kingdom.

The vehicle, which we will insure under this policy, will be available from the time we

- i) authorise the repairs until the repairs are completed

or

- ii) approve the theft claim *but for no more than 14 days from the date we make you a settlement offer*

provided that you do all that is possible to minimise the period for which the hire vehicle is required.

2 Agreed value for classic vehicles

Where your schedule shows that a vehicle is insured on an agreed value basis we will, in the event of a total loss pay the value shown against that vehicle in the schedule provided that you had, within 14 days of cover commencing, given us



- i) the original purchase receipt, finance agreement and/or a written valuation from a recognised valuer which is no more than 3 months old
- ii) current interior and exterior photographs of the **vehicle**
- iii) the mileage and any additional information or proofs **we** request.

The **agreed value** is set at the commencement of the contract and will be reviewed and adjusted annually at renewal upon receipt of the items listed in i, ii, iii above.

Section exclusions

This section does not cover

- 1 *Hire charges of any sort incurred by you whilst your own vehicle is being repaired or treated as a **total loss** regardless of who has decided that your vehicle is repaired or treated as a **total loss**.*
- 2 *If you have comprehensive cover we will refuse to take over the management of your repair or **total loss** claim if you elect to have your own vehicle repaired or treated as a **total loss** by anyone except us.*
- 3 *Loss of value following repair, wear and tear, mechanical or electrical breakdown, failures and breakages.*
- 4 *Any **indirect losses** arising from your inability to use the vehicle.*
- 5 *Damage to tyres unless caused by an accident.*
- 6 *Damage due to liquid freezing unless you have taken reasonable precautions to prevent such damage and in accordance with the manufacturer's instructions.*
- 7 *Any extra costs incurred due to any parts or replacements not being available from stock held in the **United Kingdom**.*
- 8 *Repairs or replacements which improve the condition of the vehicle or its accessories or in-vehicle equipment unless you make a contribution towards the repair or replacement.*
- 9 *Theft or attempted theft including from an **unattended vehicle** unless*
 - i) **you** have taken reasonable precautions to protect the **vehicle**
 - ii) the **keys** are in **your** personal custody or have been stowed securely and not left in or on the **vehicle**
 - iii) the windows, doors and other openings have been closed and securely locked
 - iv) if a convertible, the roof or hood is fitted, closed and fully secured
 - v) the alarms, immobilisers, steering locks, tracking or locating systems and other security devices including those required by **us** are in efficient working order and have been brought into operation
 - vi) **you** have removed from view any **accessories** and **in-vehicle equipment** designed to be wholly or partly removable
 - vii) there is evidence of forcible and violent entry or exit
 - viii) fraud or deception has taken place.
- 10 *Loss or damage arising during or as a consequence of*
 - a) *earthquake occurring anywhere other than in a member state of the European Union*
 - b) *riot or civil commotion in Northern Ireland or in any country which is not a member state of the European Union or the European Economic Area unless you can prove to our satisfaction that these were not the cause of the loss or damage*
 - c) *the operation of a tipping device and or whilst being used as a tool of trade.*
- 11 *Loss or damage resulting from or as a consequence of*
 - a) *Any substance being incorrectly added into the vehicle's fuel tank or system*
 - b) *frost damage to the air conditioning system*
 - c) *the vehicle being confiscated, impounded or destroyed by or under the order of any government, public or local authority*
 - d) *mechanical, electrical or computer breakdown or wear and tear.*
- 12 *Any vehicle repossessed by its rightful owner including any loss or damage arising during or as a consequence of its repossession.*



Section conditions

1 No claim bonus

We will, if applicable and depending on the number of claims arising during each twelve month **period of insurance**, increase or reduce the annual renewal premium in accordance with the standard and protected bonus scales which apply at the time. The percentage discounts which the bonuses represent are **our** standard scales shown in the **schedule**. The bonus allowances will be at **our** sole discretion and **we** may reduce **your** bonus if **we** are still investigating a claim at renewal.

If **we** have not received proof of **your** no claim bonus from **your** current or previous insurer within 30 days of cover starting, **we** may, at **our** option charge an additional premium and/or cancel the **policy**.

Where **you** have protected **your** no claim bonus and **you** have made a claim during the **period of insurance** **we** may increase **your** premium at renewal.

Both standard and protected no claim bonuses

- a) will be applied, depending on the basis on which the premium has been calculated, as if a separate insurance had been issued for each **vehicle** or driver shown in the **schedule**
- b) cannot be
 - i) earned if the **period of insurance** is less than twelve months
 - ii) transferred to another person or **business**
 - iii) transferred to another **vehicle** following a **total loss** unless **we** agree otherwise.

When calculating the no claim bonus, **we** will disregard those claims where **we** are able to make a full recovery of **our** outlay.

2 Excesses

Where **excesses** are shown in the **schedule** and/or elsewhere in this part of the **policy**, **you** have agreed to pay these for each incident of loss, damage or liability. Certain **excesses** are cumulative depending on the type and circumstances surrounding a particular claim. In most cases **we** will deduct the total **excess** amount from the settlement **we** make but, where **we** are obliged to settle a third party property claim in full without deducting any applicable **excess(es)**, **we** will claim back the amount from **you** and **you** agree to pay it to **us** without delay. Failure to do so may result in the cancellation of the **policy**.

3 Emergency, medical and overnight expenses

If **you** or any passenger in **your vehicle** is injured as a direct result of an accident, **we** will

- i) reimburse **you** for any payments made for emergency treatment under any road traffic law (if this is the only payment **we** make, **your** no claim bonus will not be affected)
- ii) pay up to
 - a) £250 per injured person and £1,000 in all for medical expenses *other than physiotherapy treatment, arising from the accident*
 - b) £250 per injured person and £1,000 in all for treatment from a chartered physiotherapist provided that **we** have agreed the course of treatment in advance
 - c) £250 in total towards necessary overnight hotel expenses incurred by the driver and passengers in **your vehicle** if it cannot be driven after an insured accident or loss.

4 CCTV and telematics

Where **your schedule** shows that **you** are required to or have, in order to obtain a premium discount, elected to have a camera, digital CCTV recording system and/or telematics fitted in or to a **vehicle**, **you** must

- i) ensure that these
 - a) have been installed and are being used in accordance with manufacturers' requirements and instructions for their correct operation
 - b) are fully operational and activated at all times
- ii) keep all maintenance contracts and/or service subscriptions in force.



PART B – MOTOR LEGAL PROTECTION

This is your DASDrive Ultimate legal protection section. It includes everything you need to know about your cover.

Keep this document in a safe place as you will need to refer to it in the event of an accident, if you are facing a motoring prosecution or motor contract dispute.

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. DASDrive Ultimate legal protection is designed to help you if a motor accident was not your fault and you have suffered an injury, need a replacement hire vehicle, or incurred other losses which are not covered under your motor insurance policy. It also provides defence against motoring prosecutions and assistance with contractual disputes relating to the insured vehicle.

Specific definitions

The following definitions apply to this part of the policy only whereas the General Definitions apply to all parts and sections.

Appointed representative	The preferred law firm, law firm or other suitably qualified person DAS will appoint to act on an insured person's behalf
Costs and expenses	(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by DAS in accordance with the DAS Standard Terms of Appointment. (b) The costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with DAS agreement.
Countries covered	For insured incidents 1 Uninsured loss recovery and personal injury 2 Motor prosecution defence and 3 Motor contract disputes The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. 4 Replacement hire vehicle England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.
DAS Standard Terms of Appointment	The terms and conditions (including the amount DAS will pay to an appointed representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an appointed representative the amount is currently £100 per hour. This amount may vary from time to time.
Date of occurrence	(a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it.) (b) For motoring offences, the date of the motor offence an insured person is alleged to have committed. If there is more than one offence arising at different times, the date of occurrence is the date an insured person began, or is alleged to have begun, to break the law.
Insured person	You, and any passenger or driver who is in or on the insured vehicle with your permission. Anyone claiming under this section of the policy must have your agreement to claim.
Insured vehicle	The motor vehicle(s) covered by the motor insurance policy to which this section of the policy also includes any caravan or trailer attached to the vehicle(s).
Motor claims centre	This centre carries out recovery, hire and repair services and deals with the administration of your claim.



Preferred law firm	A law firm or barristers' chambers DAS choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an insured person's claim and must comply with DAS agreed service standard levels, which they audit regularly. They are appointed according to the DAS Standard Terms of Appointment .
Reasonable prospects	The prospects that an insured person will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. DAS , or a preferred law firm on DAS behalf, will assess whether there are reasonable prospects.
Uninsured losses	Losses which an insured person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.
Vehicle hire costs	The cost of hiring a comparable replacement vehicle for a period or periods DAS agree to. This cost includes motor insurance for the vehicle .

How we can help

If **you** are involved in an accident which was not **your** fault, **we** will help **you** recover **your uninsured losses** from the person who caused the accident, either through **our motor claims centre** or by appointing a lawyer. **Uninsured losses** could include the cost of repairing or replacing the **insured vehicle**, **your** motor insurance policy **excess**, compensation following **injury** or other out-of-pocket expenses. If the accident was entirely the other person's fault and the **insured vehicle** cannot be driven, **we** can arrange to supply **you** with a comparable replacement hire vehicle until the **insured vehicle** can be repaired.

We will do so only if **you** meet the hire company's terms and conditions of hire. For **us** to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey and Guernsey.

Please note there may sometimes be circumstances, such as local unavailability, in which **we** are unable to provide a comparable replacement vehicle. In such cases **we** will try to provide an alternative replacement **vehicle**. If this is not possible **we** will still seek to recover **your uninsured losses** for the loss of use of the **insured vehicle**.

Where the driver at fault is uninsured or cannot be traced, **we** will assist **you** in making a claim to the Motor Insurers' Bureau. **We** can also defend **you** against motoring prosecutions, and assist **you** in contract disputes related to the **insured vehicle**.

Making a claim

Phone **DAS** on **0800 783 6066** as soon as possible after **your** accident to speak to one of their dedicated customer claims handlers. If **you** are calling from outside of the UK, please phone **DAS** on **+44 29 2085 4069**. If **you** are faced with a motoring prosecution, or a motor contract dispute, please phone **DAS** on **0344 893 9027**. Please tell **DAS** **your policy** number **TS0/6962965** and the name of the insurance provider who sold **you** this cover.

Please do not ask for help from a lawyer or hire a **vehicle** before **DAS** have agreed. If **you** do, **DAS** will not pay the costs involved even if they accept the claim.

If you need any other help from us

If **you** wish to speak to **our** legal teams about a personal legal problem, please phone **us** on **0344 893 9027**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

Please do not ask for help from a lawyer or hire a **vehicle** before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.



The cover

The insurance under this Part of the policy will operate provided that:

- 1 **reasonable prospects** (*other than in respect of Insured Incident 2 Motor Prosecution Defence*) exist for the duration of the claim
- 2 the **date of occurrence** of the insured incident is during the **period of insurance**
- 3 any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **countries covered**
- 4 the insured incident happens within the **countries covered**
- 5 The **insured person** has your permission to make a claim.

What DAS will pay

DAS will pay an **appointed representative**, on behalf of an **insured person**, costs and expenses incurred following an insured incident, provided that:

- (a) the most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.
- (b) the most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm**. The amount **DAS** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. The amount may vary from time to time.
- (c) in respect of an appeal or the defence of an appeal, the **insured person** must tell **DAS** within the time limits allowed that they want to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist and for Insured Incident 2 Motor Prosecution Defence, **DAS** must have defended the original motoring prosecution.
- (d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **costs and expenses** is the value of the likely award.

What DAS will not pay

In the event of a claim, if an insured person decides not to use the services of a preferred law firm, they will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by DAS.

Insured incidents

1 Uninsured loss recovery and personal injury

The Cover

Costs and expenses incurred to recover **uninsured losses** after an event which causes:

- a) damage to the **insured vehicle** or to any property belonging to an **insured person** in or on the **vehicle**
and/or
- b) death or bodily injury to an **insured person** whilst travelling in or on the **insured vehicle**.

2 Motor prosecution defence

The Cover

Costs and expenses incurred to defend an **insured person's** legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the **insured vehicle**, which the **insured person** has notified **DAS** of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the **insured person** is notified of a prosecution any other way.

Excluding

Parking or obstruction offences, insurance offences or challenging a fixed penalty notice.



3 Motor contract disputes

The Cover

Costs and expenses incurred in respect of a dispute arising from an agreement or an alleged agreement which **you** have entered into in a personal capacity for the

- (a) buying, selling, hiring or insurance of the **insured vehicle** or its spare parts or accessories
- (b) service, repair or testing of the **insured vehicle**.

Excluding

*The settlement payable under an insurance policy (DAS will cover a dispute if **your insurer** refuses **your claim**, but not for a dispute over the amount of the claim).*

4 Replacement hire vehicle

The Cover

DAS will make the arrangements for vehicle hire for **you** within the **countries covered** and DAS will pay **your vehicle hire costs** following an accident involving the **insured vehicle** and another **vehicle**, as long as:

- (a) the **insured vehicle** cannot be driven, and
- (b) the accident was entirely the other person's fault.

Provided that

- (i) **You** must agree to DAS trying to recover any hire costs in **your** name, and any costs recovered must be paid to DAS
- (ii) DAS will choose the vehicle hire company and the type of vehicle to be hired
- (iii) DAS will decide how long a vehicle can be hired for
- (iv) You must tell DAS as soon as the **insured vehicle** becomes available for **you** to drive again
- (v) **You** must meet the age and licensing rules of the vehicle hire company DAS choose and must follow any terms and conditions of hire.

Excluding

1 *Vehicle hire costs if **you** are claiming against a person who does not have valid motor insurance or cannot be identified or traced*

or

2 *Vehicle hire costs when **you** make **your own arrangements** for **vehicle hire** after an **insured incident**.*

Please note: *There may sometimes be circumstances, such as local unavailability, in which DAS are unable to provide a comparable replacement **vehicle**. In such cases DAS will try to provide an alternative replacement **vehicle**.*

*If this is not possible DAS will still seek to recover your uninsured losses for the loss of use of the **insured vehicle**.*



Section exclusions

DAS will not pay for the following:

1 **Late reported claims**

A claim where the insured person has failed to notify DAS of the insured incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or DAS consider their position has been prejudiced.

2 **Costs DAS have not agreed**

Costs and expenses or vehicle hire costs incurred before DAS acceptance of a claim. If DAS agree to pay vehicle hire costs but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, DAS will not pay any further vehicle hire costs. However, DAS will not seek to recover any costs from you that DAS have already paid provided the accident details you have supplied are true and complete.

3 **Court awards and fines**

Fines, penalties, compensation or damages that a court or other authority orders an insured person to pay.

4 **Legal action DAS have not agreed**

Any legal action an insured person takes that DAS or the appointed representative have not agreed to, or where an insured person does anything that hinders DAS or the appointed representative.

5 **Uninsured drivers**

The insured vehicle being used by anyone, with your permission, who does not have valid motor insurance.

6 **A dispute with DAS**

A dispute with DAS not otherwise dealt with under General Conditions 18 – other disputes

7 **Judicial review**

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

8 **Litigant in person**

Any claim where an insured person is not represented by a law firm or barrister.

Section conditions

Please see General Conditions, which apply to your whole policy, for the fraud and cancellation conditions.

1 **An insured person's legal representation**

- (a) On receiving a claim, if legal representation is necessary, DAS will appoint a **preferred law firm** as an **insured person's appointed representative** to deal with their claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
- (c) If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, DAS will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most DAS will pay is the amount DAS would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount DAS will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- (d) The **appointed representative** must co-operate with DAS at all times and must keep DAS up to date with the progress of the claim.



2 An insured person's responsibilities

- (a) An insured person must co-operate fully with DAS and the appointed representative.
- (b) An insured person must give the appointed representative any instructions that DAS ask them to.

3 Reasonable prospects

DAS, or a preferred law firm on DAS behalf, will assess whether there are reasonable prospects.

4 Offers to settle a claim

- (a) An insured person must tell DAS if anyone offers to settle a claim. An insured person must not negotiate or agree to a settlement without DAS written consent.
- (b) If an insured person does not accept a reasonable offer to settle a claim, DAS may refuse to pay further costs and expenses.
- (c) DAS may decide to pay the insured person the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the insured person must allow DAS to take over and pursue or settle any claim in their name. The insured person must allow DAS to pursue at DAS own expense and for DAS's own benefit, any claim for compensation against any other person and the insured person must give DAS all the information and help DAS need to do so.

5 Assessing and recovering costs

- (a) An insured person must instruct the appointed representative to have costs and expenses taxed, assessed or audited if DAS ask for this.
- (b) An insured person must take every step to recover costs and expenses that DAS have to pay and must pay DAS any amounts that are recovered.

6 Cancelling an appointed

If the appointed representative refuses to continue acting for an insured person with representative's appointment good reason, or if the insured person dismisses the appointed representative without good reason, the cover DAS provide will end immediately, unless DAS agree to appoint another appointed representative.

7 Withdrawing cover

If an insured person settles or withdraws a claim without DAS's agreement, or does not give suitable instructions to the appointed representative, DAS can withdraw cover and will be entitled to reclaim from the insured person any costs and expenses DAS have paid.

8 Expert opinion

DAS may require the insured person to get, at their own expense, an opinion from an expert that DAS consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between you and DAS. Subject to this, DAS will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an insured person will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence.

9 Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through our internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with us. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.



10 Claims under this Part of the policy by a third party

Apart from DAS, the **insured person** is the only person who may enforce all or any part of this part of the **policy** and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this part of the **policy** in relation to any third-party rights or interest.

11 Fraudulent claims

We will, at our discretion, void the **policy** (make it invalid) from the date of claim, or alleged claim, and/or we will not pay the claim if:

- (a) a claim an **insured person** has made to obtain benefit under this **policy** is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

12 Claims under this policy

Apart from us, the **insured person** is the only person who may enforce all or any part by a third party of this **policy** and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the **policy** in relation to any third-party rights or interest.

13 Other insurances

If any claim covered under this **policy** is also covered by another **policy**, or would have been covered if this **policy** did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.

14 Law that applies

This **policy** is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where you normally live. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this **policy** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.



HELPLINE SERVICES

You can contact the **DAS** UK-based call centre 24 hours a day, seven days a week. However, **DAS** may need to arrange to call you back depending on your enquiry. To help **DAS** check and improve their service standards **DAS** may record all calls. When phoning, please tell **DAS** your policy number **TS0/6962965** and the name of the insurance provider who sold you this policy.

Legal advice service

Call **0344 893 9027**

DAS will provide an **insured person** with confidential legal advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If the **insured person** calls outside these times, a message will be taken and a return call arranged within the operating hours.

Health and medical information service

Call **0344 893 9027**

DAS will provide an **insured person** with information over the phone on general health issues and advice on a wide variety of medical matters. **DAS** can provide information on what health services are available in an **insured person's** area, including local NHS dentists.

Health and medical information is provided by a medically qualified person 9am – 5pm, Monday to Friday, excluding public and bank holidays. If the **insured person** calls outside these times, a message will be taken and a return call arranged within the operating hours.

Counselling service

Call **0344 893 9012**

DAS will provide an **insured person** with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. The **insured person** will pay any costs for using the services to which they are referred.

This helpline is open 24 hours a day, seven days a week.

DAS cannot accept responsibility if the helpline services are unavailable for reasons **DAS** cannot control.



PART C – EUROPEAN MOTOR ASSISTANCE

Important information

This is **your** European Motor Assistance section – it includes everything **you** need to know about **your** cover. We suggest **you** keep this document in a safe place as **you** will need to refer to it in the event of a **breakdown** or accident.

- 24-hour helpline service
- Roadside assistance
- Roadside repairs
- Recovery service
- Get-you-to-your-destination service
- Home start.

How DAS can help

DAS are here to help **you** 24 hours a day, 365 days a year. In the event of a **breakdown**, call DAS's Motor Assistance helpline on **0800 731 5123** (for calls from the UK) or **44 117 934 2177** (for calls from the rest of Europe) and provide the following information

- **Your** name
- Registration number of the **vehicle**
- Make, model and colour of the **vehicle**
- Nature of the **breakdown** and location of the **vehicle**
- Quote policy number **TS06962963**.

A Motor Assistance operator will arrange for one of **DAS's** repairers to come to **your** assistance as quickly as possible.

It is important that you contact **DAS's** Motor Assistance centre as soon as possible after the **breakdown**. *DAS will not cover any callout charges and labour costs unless DAS have given their agreement.*

If **your vehicle** cannot be repaired within an hour at the scene of the breakdown, **DAS** can arrange for the **vehicle** and **insured person(s)** to be taken to a suitable repairer or, provided it is nearer, **your** home address. If the **vehicle** cannot be repaired the same day as the **breakdown**, **DAS** will pay for one of the following

- transporting **you** and **your vehicle** to a destination within the **countries covered**
- the hire of a vehicle so **you** can continue **your** journey
- reimburse the cost of overnight accommodation.

To help **DAS** check and improve their service standards, **DAS** may record all calls.

When DAS cannot help

*DAS repairers cannot work on **your vehicle** if it is unattended.*

Please do not arrange assistance before **DAS** have agreed. *If you do, DAS will not pay the costs involved.*



Specific definitions

The following definitions apply to this part of the **policy** only whereas the **General Definitions** apply to all parts and sections.

Breakdown	<ul style="list-style-type: none"> a) Mechanical or electrical failure; or accidental damage, or b) damage caused by vandalism, fire, theft or attempted theft, which stops your vehicle moving.
Countries covered	<p>Section 1 The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p> <p>Section 2 The European Union, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus) but excluding countries listed under Section 1 above.</p>
Insured person(s)	You , and any passenger or driver who is in the vehicle with your permission at the time of the breakdown .
Period of cover	The period for which Five Islands have agreed to cover you .
Vehicle(s)	<p>The vehicle(s) shown in your policy schedule</p> <p><i>excluding</i></p> <ul style="list-style-type: none"> i) Vehicle(s) which either exceed 3.5 tonnes gross vehicle mass or are over 5.5 metres (18 feet) long, or over 2.3 metres (7 feet 6 inches) wide. ii) Motorcycles, Mopeds and Quad bikes. <p>Cover extends to include any caravan or trailer attached to an insured vehicle at the time of the breakdown provided it does not exceed 7.6 metres (25 feet) in length.</p>
You, your	The policyholder and any other person permitted in the schedule and/or certificate of motor insurance to drive or use the vehicle .

The cover

You are covered for the assistance services in this section of the **policy** for a maximum of six **breakdowns** for each **vehicle** (including any **vehicle** replacing it) insured under this policy in the 12 month period following the start date of this **policy** and in any 12 month period following renewal of the **policy**.

If the service **you** require is not provided for under the terms of this section of the **policy**, or if **you** have reached the maximum number of breakdowns covered in the period, **DAS** will try if **you** wish to arrange assistance at **your** expense. The terms of any such assistance are a matter for **you** and your supplier.

Assistance services under this section of the policy

Section 1 – United Kingdom cover

1 Emergency roadside repairs and home breakdown

DAS will pay the call-out charge and up to one hour's labour costs for one of **DAS's** repairers to attend the scene of the **breakdown**, and where possible, carry out emergency repairs.

2 Vehicle recovery

If your **vehicle** cannot be repaired within one hour at the scene of the **breakdown**, **DAS** will pay for the cost of transporting **your vehicle** and **insured person(s)** to a single destination, being either

- a) a suitable repairer
- or
- b) if the **insured person** wishes, their home address, provided it is nearer.

3 Getting you to your destination

If **your vehicle** cannot be repaired on the same day as the **breakdown**, **DAS** will either

- a) pay the cost of transporting **your vehicle** or **insured person(s)** or both to a destination(s) within the **countries covered** provided that the **insured person(s)** are transported to the same destination



- or
- b) arrange and pay the cost of hiring a **vehicle** to allow the **insured person(s)** to continue their journey to a destination within the **countries covered**. The **vehicle** will be a 3 door or 5 door **vehicle** of 1.2cc or equivalent
- or
- c) arrange transport for **insured person(s)** to travel to a hotel. **You** will have to pay for the cost of this, and the hotel costs; but we will reimburse **you** up to £50 per person per night for accommodation. The most **we** will pay for transport to the hotel and the cost of hotel accommodation is £500 for any one **breakdown**. **You** must pay the hotel bill, but **we** will pay **you** back on receipt of the relevant bill(s) subject to the £500 limit for any one **breakdown**.

Conditions

- i) **DAS** will only pay a maximum of £500 for any one **breakdown**.
- ii) **You** must send **DAS** all the relevant invoice(s) before **DAS** will reimburse **you**.
- At all times **DAS** will decide on the best way of providing help.

Section 2 – European cover

1 Emergency roadside repairs

DAS will pay the call-out charge and up to one hour's labour costs for one of **DAS's** repairers to attend the scene of the **breakdown**, and where possible, carry out emergency repairs.

2 Vehicle recovery

If your **vehicle** cannot be repaired within one hour at the scene of the **breakdown**, **DAS** will pay for the cost of transporting your **vehicle** to one of **DAS's** repairers.

3 Getting you to your destination

If your **vehicle** cannot be repaired on the same day as the **breakdown**, **DAS** will pay

- a) the cost of transporting your **vehicle** or **insured person(s)** or both to a destination(s) within the **countries covered** provided that the **insured person(s)** are transported to the destination. **DAS will not pay more than the value of your vehicle**
- or
- b) the cost of hiring a replacement **vehicle** up to £750. The replacement **vehicle** must remain within the **countries covered** or the **United Kingdom** of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands
- or
- c) an **insured person's** hotel accommodation costs up to £50 per night, but the most **DAS** will pay for all claims arising from any one **breakdown** is £500.

At all times **DAS** decide on the best way of providing help. The most **DAS** will pay for all claims arising from any one **breakdown** is £3,000.

Section exclusions

- a) *The **breakdown** of your vehicle*
- i) *within the first 48 hours from the date of your application if cover is taken out separately from any other agreement*
- ii) *if it has knowingly been driven in an unsafe or unroadworthy condition*
- iii) *which has resulted from lack of oil, fuel or water*
- iv) *which occurs while your vehicle is being used for motor racing or trials.*
- b) *The cost of*
- i) *storage charges, you will be responsible for any vehicle storage charges incurred when you are using DAS's services*
- ii) *spare or replacement parts, fluids or fuel or any other materials used in repairing your vehicle*
- iii) *any other repairs except those at the scene of the breakdown*
- iv) *replacing a wheel if your vehicle does not have a serviceable spare wheel*
- v) *replacing broken windows or keys or finding missing keys*



- c) *ferry crossings under Section 1, parking charges, fines or toll charges*
- d) *Any charges arising from an **insured person's** failure to comply with **DAS's** instructions or **DAS** repairers' instructions in respect of the assistance being provided*
- e) *Any costs incurred before **you** have notified **DAS** of the **breakdown***
- f) *Any **vehicle** which cannot be recovered by a standard trailer or transporter*
- g) *The recovery of a caravan or **trailer** on tow which exceeds 7.6 metres (25 feet) in length.*

Section conditions

Please see General Conditions for the fraud and cancellation conditions.

- 1 An **insured person** must
 - (a) keep to the terms and conditions of this **policy**.
 - (b) be present with the **vehicle** when the **DAS's** repairer arrives.
- 2 At all times during the **period of cover**, the **vehicle** must be maintained in a roadworthy condition and regularly serviced.
- 3 **DAS** will make every effort to provide the service at all times, but **DAS** will not be responsible for any liability arising from **breakdown** of the service.
- 4 The transportation of any animal or livestock is undertaken solely at **DAS's** discretion and **DAS** accept no liability for the safety or welfare of any animal or livestock during its transportation.
- 5 **DAS** will not pay for any loss that is not directly covered by the terms and conditions of this **policy**. For example **DAS** will not pay for your travel costs for collecting **your vehicle** from a repairer, loss of income from taking time off work because of a **breakdown**, or loss from cancelled or missed appointments.
- 6 **DAS** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this **policy** did not exist.



GENERAL CONDITIONS

1 Claims notification and management

You must, when an incident occurs which may result in a claim

- i) within 48 hours of the occurrence or discovery advise **us**, initially by telephone and then in writing, of all incidents including assault, **road rage** or altercations which may result in a claim regardless of whether or not **you** are responsible
- ii) tell the police about all incidents of any death, **injury**, loss, theft, attempted theft, vandalism, malicious acts, assault or **road rage** and, if applicable, obtain a crime reference number which must be submitted to **us**
- iii) within 48 hours of the incident, provide **us** with all camera and telematics records, footage and/or memory cards
- iv) not admit to, negotiate any payment or refuse any claim without **our** written consent
- v) notify **us** in writing immediately **you** or **your** personal legal representative becomes aware of any impending prosecution, inquest or fatal accident inquiry involving anyone covered by this **policy**
- vi) immediately send **us** unanswered every writ, summons, legal process or other communication **you** receive about a claim
- vii) provide sufficient information to substantiate the claim including, if requested, the original purchase receipt and proof of the seller's identity
- viii) at **your** own expense, provide all other details, information and evidence **we** may require.

2 Late reporting of claims

All incidents which may give rise to a claim for compensation from third parties not advised to **us** within 48 hours of the occurrence or discovery are considered to be a late notification. Therefore, if **we** have to pay increased compensation and/or costs due to **our** obligations under the applicable road traffic laws, **we** may

- i) require **you** to reimburse any additional amounts **we** have had to pay
- ii) for **vehicle** claims, retain any premium refund due to **you**
- iii) request payment of the late notification **excess** shown in the **schedule**
- iv) cancel **your policy** by invoking General condition 10 – Cancellation on page 27.

In addition, **your** claim for damage to **your vehicle** may be prejudiced and **you** may forfeit any accrued no claims bonus.

3 Conduct of claims

We are, for any claim under this **policy**, entitled to

- i) conduct, defend or settle any claim in **your** name and at **our** expense
- ii) exercise full discretion in the conduct of any proceedings or the settlement of any claim
- iii) for **our** benefit and at **our** expense, take proceedings in **your** name to recover any payments **we** have made
- iv) receive all the necessary information, proofs and assistance **we**, **our** duly appointed agents and/or legal representatives may require including a statutory declaration of the truth of the claim and any matter connected with it
- v) co-operation from **you**, **your family** and anyone else entitled to indemnity under this **policy**.

4 Fraud

If **you**, anyone acting on **your** behalf or any other **insured person** makes a claim which is in any way fraudulent **we**

- i) will not pay the claim
- ii) will seek to recover from **you** any costs **we** have incurred
- iii) may treat the **policy** as void from the time of the fraudulent act
- iv) will retain any premiums paid by **you**
- v) may tell the police.

Fraud may include

- a) statements which are deliberately false, intentionally inflated or exaggerated
- b) documents given to **us** which are false, forged or stolen
- c) claim details and/or information given to **us** which is inaccurate, falsified, misrepresented or has been withheld
- d) wilfully causing loss, damage or **injury**.



5 Your duty of care

You must

- i) take all reasonable steps to
 - a) prevent loss, damage, malicious damage, vandalism, accident, death and/or injury
 - b) maintain all **vehicles** in an efficient and roadworthy condition and allow **us** access to examine them at any reasonable time
 - c) protect and keep safe and secure all **vehicles**, and insured property
 - d) observe and comply with all statutory and/or public authority legislation, regulation, requirements and obligations
- ii) not leave **keys** in or on any **unattended vehicle**.

6 Condition of vehicles

If the condition of a **vehicle** causes or contributes to an accident or **injury**, cover will be restricted to **our** liability under the applicable road traffic laws. **We** reserve the right to recover any costs from **you**, the driver or any other party who may have affected its condition.

7 Notifying changes and non-compliance

You must notify us

- i) any changes to
 - a) the **essential information** given to **us** which may affect this insurance within 14 days (see **Essential information** and notifying changes on page 34 for examples)
 - b) the use(s) of the **vehicle(s)** immediately
- ii) **your** inability to comply with any of the terms and conditions of this **policy**.

Should **we** become aware of any change or non-compliance which may affect this **policy**, **we** reserve the right to

- cancel **your policy**
- and/or
- not pay any claim in part or in full
- and/or
- revise the premium and/or change an **excess**
- and/or
- revise the extent of cover or the terms, conditions and/or exclusions of this **policy**.

If it becomes necessary for **us** to cancel this **policy**, **we** will do so as outlined in General condition 10 – Cancellation on page 29.

8 How we process and use your information

The information **you** supply may be used for insurance administration, management information including portfolio assessment, risk assessment, performance and management reporting, debt collection, offering renewal, research and statistical analysis by **Five Islands Insurance Ltd** or **our** insurer partners, its associated companies and agents, by other participating insurers and suppliers and **your** insurance intermediary, disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct, shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators and shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police. (For further detail, see the privacy notice on page 35.)

9 Cooling off period

We hope **you** are happy with **your policy** but if **you** are not and decide not to proceed, **you** have 14 days from the date **you** receive **your policy** to cancel. Any refund given will be subject to a charge for the period that cover has been in force. If **you** cancel this **policy** **we** will charge a minimum of £35 to cover the administrative cost of providing this **policy**. If a claim has been made or an incident which may give rise to a claim has occurred, the full annual premium remains payable and no refund will be allowed.



10 Cancellation

This **policy** may be cancelled by

- i) **you** giving **us** written instructions and returning the **Certificate(s) of Motor Insurance** and Windscreen Insurance Disc
- ii) **us** sending **you** a cancellation notice by recorded delivery letter to the address shown in **your schedule** or **your** last known address
- iii) **us** if **you** pay **your** premium in instalments by any kind of deferred payment scheme and fail to make a payment when it is due
- iv) **us** if **you** or anyone else covered by this insurance have not met the terms and conditions of the **policy**
- v) **us** if **you** have not provided the documentation requested by **us**, **your** broker or agent
- vi) **us** if **your** circumstances change and **we** are no longer able to provide cover
- vii) **us** if **you** misrepresent or fail to disclose information that is relevant to **your** insurance
- viii) **us** where **we** reasonably suspect fraud
- ix) **us** where **you** fail to comply with the conditions of the **policy**.

A proportionate refund of premium will be allowed unless

- a) *a claim has been made or there has been an incident which may give rise to a claim*
- b) *the period of insurance is less than 12 months.*

Important notes

If **we** cancel **your policy** **we** will provide **you** with seven days notice of termination to **your** last known address as shown in **your policy schedule**.

If **you** pay **your** premiums by instalments and fail to pay an instalment **your policy** may be immediately cancelled and **we** may exercise **our** right to collect the outstanding balance of the premium.

11 Monthly policies

Where **your schedule** and/or **certificate of motor insurance** shows that the **policy** provides only one month's cover for each premium paid, **you** must pay that premium when it is due otherwise **we** may cancel the **policy** from that date.

12 Other insurances

If, at the time a claim is made under this **policy**, another insurance exists that would cover the same loss, damage or liability, **we** will only pay **our** share of the claim except where stated otherwise in this **policy**.

13 Policy charges

If **you** make any alterations to this **policy** or request a duplicate **certificate of motor insurance** during the **period of insurance**, **we** may levy a **policy** charge of £25 per amendment or copy.

14 Rights of recovery

If the law of any country in which this **policy** operates obliges **us** to pay a claim which **we** would not otherwise have paid, **we** may recover this amount from **you** or the person who incurred the liability.

15 Contracts (Rights of Third Parties) Act

No person, persons, company or other party not named as the **policyholder** in this **policy** has any right under the United Kingdom's Contracts (Rights of Third Parties) Act 1999 to enforce any terms and conditions of this **policy**. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

16 Governing law

You and **we** are free to choose the law applicable to this **policy** but, in the absence of any written agreement to the contrary, the **policy** will be governed and interpreted in accordance with the law applying in that part of the **United Kingdom** in which **you** normally live, other than where specifically stated otherwise, subject to the exclusive jurisdiction of the English courts.



17 Acts of Parliament

All Acts of Parliament and regulations referred to in this **policy** are understood to include any subsequent or amending legislation as well as equivalent legislation enacted elsewhere in the **United Kingdom**.

18 Disagreements and disputes

Amount of claim

Where **we** have accepted a claim but there is a disagreement over the amount to be paid, the matter will be referred to an arbitrator appointed in accordance with the current statutory provisions or, if applicable, to the Financial Ombudsman Service. When this happens, an award must be made before proceedings can be started against **us**.

Other disputes

Any other dispute under or in any way relating to this **policy** will be submitted to the exclusive jurisdiction of the English courts.

In relation to Part B - Motor Legal Protection, if there is a disagreement about the handling of a claim and it is not resolved through **DAS's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk.)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

19 Other insurances

See page 38 for the full complaints procedure.

GENERAL EXCLUSIONS

This policy does not cover

1 War risks and terrorism

Death, injury, loss, damage, cost, expense, indirect loss or legal liability directly or indirectly caused by, contributed to by or arising from any

- i) consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power or*
- ii) act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or*
- iii) action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.*

However, **we** will provide cover to meet the minimum requirements of any relevant law including current Road Traffic legislation.

If **we** allege that any loss, damage, cost, expense, **indirect loss** or legal liability is not covered by this **policy**, the burden of proving to the contrary will be **yours**. Additionally, if any part of this General exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

2 Radioactive contamination

Death, injury, disablement, damage to any property or any resulting loss, cost, expense, indirect loss or any legal liability directly or indirectly caused by, contributed to by or arising from

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel*
- ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear explosive assembly or nuclear component of such assembly.*



3 Pollution

Death, *injury*, loss, damage, cost, expense, *indirect loss* or legal liability except as required to meet any minimum legal requirements, arising directly or indirectly from the pollution or contamination of any building, other structure, water, land or the atmosphere caused by the discharge or leaking of any substance, liquid, vapour or gas including from volcanic eruption clouds unless as a result of a sudden, identifiable, unintended and unexpected event occurring in its entirety at a specific time and place during the **period of insurance** but not any discharge or leak caused by a failure to maintain or repair all or part of the insured property.

4 Cyber loss

Any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by

- i) the use or operation of any Computer System or Computer Network
- ii) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data
- iii) access to, processing, transmission, storage or use of any Data
- iv) inability to access, process, transmit, store or use any Data
- v) any threat of or any hoax relating to i, ii, iii & iv above
- vi) any error or omission or accident in respect of any Computer System, Computer Network or Data.

5 Electronic equipment failure

Loss, damage, destruction, erasure, corruption or alteration of electronic data from any cause whatsoever including a computer virus, loss of use, reduction in functionality, cost, expense, *indirect loss* or legal liability arising directly or indirectly from the failure of any

- i) computer, related equipment, system or software
- ii) equipment, machinery or product containing, connected to or operated by means of a micro or data processor chip to recognise, accept, interpret, respond to or process any data or instruction.

Any subsequent loss, damage, *indirect loss* or legal liability that is covered by this **policy** is, however, insured.

6 Government financial sanctions

Any indemnity, payment or other benefit where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance**, we will cancel this **policy** immediately by recorded delivery letter to the correspondence address shown in the **schedule**.

7 Vehicle exclusions

Loss, damage, legal liability, death, *injury* or *indirect loss* arising from

- i)
 - a) wilful, deliberate or malicious criminal damage or committed by **you** or any passenger in the **vehicle**
 - b) theft or attempted theft including from an **unattended vehicle** committed by a person with authorised access to the **keys**
- ii) the use of the **vehicle**
 - a) air-side including the manoeuvring and ground equipment parking areas, aprons and service roads directly associated with any airport, airfield or military establishment to which aircraft have access
 - b) within any power station, nuclear installation or establishment, refinery, bulk storage or production premises in the oil, gas or chemical industries
- iii) the **vehicle** or **trailer** being used to carry
 - a) a load heavier than it is constructed to carry and/or over its specified maximum capacity
 - b) an unstable or insecure load
- iv) the carriage of any dangerous substances and/or goods
 - a) listed in the Approved List of Dangerous Substances published by the Health and Safety Executive



- b) *which require carriage in accordance with The Road Traffic (Carriage of Dangerous Substances in Road Tankers and Tank Containers) Regulations 1992 and/or The Road Traffic (Carriage of Dangerous Substances in Packages etc.) Regulations 1992 or any other relevant subsequent or similar legislation*
- v) *the use of any **vehicle** or its attachments as a tool of trade*
- vi) *the loading and unloading of the **vehicle** or **trailer** other than on a highway, road or area to which the public has access by anyone apart from the driver, assistant and/or attendant*
- vii) *the spraying of crops or dissemination by any means of any chemical or other substances whether or not for agricultural purposes*
- viii) ***your** failure to use all reasonable means to safeguard **your vehicle** and **your** passengers at all times.*

8 Other exclusions

- i) *Any deliberate act including theft or attempted theft and any malicious act by **you**, **your family**, tenants, paying guests, employees, **business** partners or directors*
- ii) ***Indirect losses** of any kind incurred by **you** and/or **your family** except as specifically covered by this **policy***
- iii) *Loss, damage or legal liability caused by*
 - a) *deception other than by any person using deception to gain entry to **your home***
 - b) *normal wear and tear, upkeep or making good, deterioration, moth, vermin, termites or other insects, inherent vice, latent defect or any gradually operating cause*
 - c) *pressure waves resulting from aircraft and other aerial devices travelling at sonic or supersonic speeds*
- iv) *Loss, damage or legal liability which occurred or which was known to **you** before the inception of this **policy***
- v) *Loss, damage or legal liability for which compensation will be provided or, but for the existence of this **policy**, would have been provided under any other insurance, warranty, contract, legislation or guarantee*
- vi) *Legal liability **you** have accepted solely by virtue of an agreement which would not have attached had that agreement not existed*
- vii) *Loss, damage, legal liability, **injury**, cost, expense or **indirect loss** arising from any steam driven **vehicle**, aircraft, hovercraft, watercraft, trolley-bus, tram or other **vehicle** on rails unless specifically allowed for in this **policy** or shown in **your schedule** to be included.*



IF YOU HAVE AN ACCIDENT OR NEED TO CLAIM

Motor accidents

Being involved in a motor accident can be traumatic. The following will help you with some of the practical steps you will need to take. The more information you can give us, the better able we will be to defend your position and if you are at fault, settle the other party's claim quickly.

You must

- if you don't exchange details at the scene, report the accident to the police in person within 24 hours (you can't do so by telephone) or, if you are unable to do so due to your injuries, ask someone else to do it for you remembering that your certificate of motor insurance and driving licence will be required
- advise us promptly so that your claim is not prejudiced
- produce your certificate of motor insurance and driver's licence on request.

At the scene make a note of

- the names and addresses of the people involved including your passengers and any independent witnesses
- details of the other vehicles involved including the
 - registration numbers
 - other drivers' motor insurance details
 - passengers in the other vehicles and, if possible, their gender and approximate age
 - extent of the damage
- the time and place of the accident
- the weather and the condition of the road e.g. wet or greasy and any skid marks
- if it is dark or the visibility is poor, the lighting
- the extent of injuries suffered
- if applicable, the name and number of the attending police officer.

In addition, if it is safe to do so and you have a camera or a phone with a camera, photograph the damage to vehicles and property. If not make a rough sketch of the accident including the position of your vehicle at the time of impact.

Please do not

- admit responsibility, negotiate any payment or refuse any claim without our written consent
- drive your vehicle if it is not roadworthy or if driving will, in any way, increase the damage.

All other incidents

You must

- tell the police about all incidents of
 - theft or attempted theft
 - damage or injury caused by malicious persons or vandals
- if the stolen vehicle is fitted with a tracker, immediately notify the tracing company
- if an item is lost
 - obtain a loss number from the police
 - if applicable, advise the relevant lost property office
- if applicable, make a note of the name and number of the attending police officer and obtain the crime number
- take all reasonable steps to prevent further loss or damage.



IMPORTANT INFORMATION – PLEASE READ

A full record of the information you have given us when taking out your policy or making an amendment is available upon request.

We strongly recommend that you keep a record of all information given to us, and your broker or agent including details of telephone calls, copies of all letters, emails and any supplementary questionnaires you completed. If you require your documentation in an alternative format such as large print, please contact your broker, agent or us.

To ensure we maintain a high quality of service, we may monitor and record telephone calls.

For your policy to operate fully you MUST, at all times comply with the terms, limitations and conditions which form part of this policy. It is essential that you read the general, specific and section conditions and exclusions to ensure that you can comply with all our requirements. Please note that your schedule will show whether other more specific terms, limitations, conditions, exclusions and excesses have been imposed.

It is a requirement of this policy that you are able to provide sufficient information to substantiate any claim you make. Failure to do so may delay or prejudice your claim.

Essential information and notifying changes

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes and renew your policy.

Essential information is defined in the policy as “All information and any particular circumstances which would influence us in our decision to provide or restrict cover and to set the level of premium and excess(es)”. If you are not sure whether something is important or relevant, please tell us, your broker or agent anyway as failure to do so may result in our

- cancelling your policy and refusing to pay any claim or
- not paying a claim in full or
- revising the premium and/or changing an excess or
- revising the extent of cover provided or the terms, conditions or exclusions of this policy.

Here are some examples of changes we should be told

- a change or addition of a vehicle
- any alterations or adaptations which make the vehicle different from the manufacturer's standard specification regardless of whether the changes are mechanical or cosmetic
- a change in the purpose for which the vehicle is used
- a change in the person who uses the vehicle most
- a change of address
- your or a driver's change of name
- a change of job, including any part-time work by you or other drivers, a change in the type of business or having no work at all
- details if you or any other person allowed to drive the vehicle suffers from a health condition which the licencing authority is or should have been made aware such as diabetes, epilepsy, a heart condition or any other chronic condition
- the suspension, revoking, altered terms or refusal to renew driving or other licences
- details of any motoring convictions of any person allowed to drive or of any pending prosecution for motoring offences other than parking
- details of any County Court Judgments in England and Wales and/or orders or judgments for debt in other jurisdictions, criminal convictions, Individual Voluntary Arrangements (IVA), the bankruptcy or insolvency of you or any person insured by this policy
- you or any person insured by this policy being disqualified from acting as a company director for any period of time
- details of any accident or loss, whether or not you make a claim, involving your vehicle or while you are driving anyone else's vehicle
- details of any non motoring offences of any person allowed to driver or of any pending prosecutions.

It is an offence to deliberately make false statements, withhold or misrepresent information in order to obtain a Certificate of Motor Insurance or any other insurance. This includes disclosing all convictions and incidents which may give rise to a claim.

**Privacy notice**

Please read this notice carefully as it contains important information regarding the use of your personal information and how we collect, use and share your information. For further details please visit <https://www.tradexinsurance.com/PrivacyNotice.pdf>.

Where you provide personal information to us about other individuals (for example, members of your family or employees) we will also be Data Controller of and responsible for their personal data. You should refer them to this notice before providing personal data to us on behalf of others.

For the purposes of data protection law, Data Protection (Bailiwick of Guernsey) Law, 2017 and its equivalent in any other relevant jurisdiction and any amending or subsequent relevant law, Five Islands Insurance Limited is the Data Controller for any personal data you supply.

Personal data

In order to provide our insurance services we will collect personal data as listed below

Personal Data

- Name
- Date of birth
- Gender
- Telephone number
- Email address
- Home address
- Job title
- National Insurance Number
- Driving license details and driving history (which may include tracking information or telematics information)
- Vehicle Registration Numbers
- Payment Data (Credit / Debit Card & Bank Details)
- County Court Judgement & Bankruptcy Data
- Details about you and your personal circumstances (eg marital status, occupation)
- Other details if pertinent to the scope of the quote or policy (eg required business licenses, affiliations, memberships of or registrations with regulatory bodies, or professional qualifications)
- Information about travel plans, destinations, and planned activities
- Voice Recordings of telephone calls to our customer service departments for training and monitoring purposes.

We may also need to collect data which the data protection legislation defines as sensitive, such as criminal convictions or medical history in order to assess your renewal, make changes to your policy and/or to administer claims.

As well as collecting personal data directly from you, we will also collect personal data from

- Our records
- Your company website (if relevant)
- Third parties (including brokers, insurance companies, business partners, suppliers, payment & delivery services, third party claimants under a policy, medical representatives in the event of a claim, accident management companies, advertising networks, analytics providers, search information providers and credit reference agencies)
- Other resources, for example, risk assessment models, pricing data, statistics and other information from public databases and websites
- Other publicly available sources, including, but not limited to, Google Earth and social media
- Customer and broker surveys
- Insurance industry fraud prevention and detection databases (including, but not limited to, Claims and Underwriting Exchange (CUE), Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and MyLicence
- Sanctions Screening Tools
- Government agencies such as HMRC and from professional regulators.



How we will use your information

We will use your personal data to for a number of purposes including

- provide a quotation
- manage your insurance
- manage claims
- collect premiums
- to recover any monies you owe us
- for crime prevention in relation to fraud or money laundering
- for record keeping purposes.

We also use your information to make sure we comply with any financial sanctions that apply in the United Kingdom or overseas. We may need to request additional information following such checks.

Automated decision making

We use an automated underwriting engine to provide you with a quotation for this product.

Sharing information

We will share your information with other organisations and companies who we have contracted with to assist us with the management of our policies, claims or finance processes.

These may include

- Your relatives, executors or, guardians (on your behalf where you are incapacitated or unable) or other people or organisations associated with you such as your insurance broker
- Where you have named an alternative contact (such as a relative) to speak with us on your behalf. Once you have told us your alternative contact, this person will be able to discuss all aspects of your policy (including claims and cancellation) with us and make changes on your behalf.
- Our insurance partners such as brokers, other insurers, reinsurers, or other companies who act as insurance distributors.
- Other third parties who assist in the administration of insurance policies such as another Insurance Company if there has been an accident which requires a claim to or from that Insurance Company.
- We may share the personal information of any persons named on the policy with third parties to obtain information which may be used by us to inform its risk selection, pricing, and underwriting decisions
- Other third parties you have asked us to engage with
- Passing information to a third party for the purpose of validating your No Claims Discount (NCD) entitlement and this may be made available to other insurers
- Overseas assistance companies
- Loss Adjusters
- Engineers
- Emergency Assistance Companies
- Your healthcare practitioner
- Solicitors (to manage claims (whether you are an insured or a third-party claimant); to manage legal cases brought against us or on our behalf; to manage regulatory investigations)
- Business partners (software Providers, who provide the technical infrastructure to allow us to provide your quote, policy, and claims administration; clients: for whom we provide insurance policy and administration; companies you have agreed may receive your information to allow you to enter into a contract with them (for example, reward schemes or claims management companies))
- Suppliers (surveyors; companies engaged by us to provide contracted services (this is a wide-ranging list of companies, and their use will depend upon the circumstances. For example, in the event of a claim we may engage the services of recovery agents, car hire companies, mechanics or body shops); companies engaged by us to provide aspects of our communications with you (for example, web / web portal hosting)
- Finance Providers
- Enquiry Agents /Counter Fraud investigators
- Credit reference agencies
- Debt Collectors
- Survey companies
- Data analytics advisors
- Where you have given your explicit consent, to third parties for marketing purposes.



We may also carry out searches with Credit Reference Agencies at quotation, renewal or if you pay your insurance premium by instalments.

We will share or check your information with other organisations including fraud prevention agencies and the police.

We (or third parties acting on our behalf) may store or process information that we collect about you in countries outside the European Economic Area (EEA). This includes where we provide policies locally in the UK but a third party connected to the distribution of the policy is based outside the EEA, for example in the US. Where we make a transfer of your personal data outside of the EEA we will take the required steps to ensure that your personal data is protected. Such steps may include placing the receiving party under contractual obligations to protect your personal data to specific adequate standards. If you would like further information regarding the steps we take to safeguard your personal information, please contact us using the contact information provided under the "your rights" section.

If we are unable to contact you we will contact a driver directly if that driver was involved in an accident or claim.

Your rights

In certain circumstances (and subject to certain exemptions), you have a number of rights in relation to your personal data

- The right to be informed
- The right of access to your personal data and certain information about how we process it
- The right to rectification if the information that we hold about you is incorrect or incomplete
- The right to erasure
- The right to object to our processing of your personal data
- The right to restrict processing
- The right to request that we transfer your data directly to a third party
- Where we are relying on consent to process your personal data, you have the right to withdraw your consent.

We will always explain to you how we are dealing with your request. In some circumstances (such as the right to erasure or withdrawal of consent), the exercise of your rights might mean that we can no longer provide our services to you. We will always discuss this with you in advance.

More information about data protection can be found on the Office of the Data Protection Authority website on www.odpa.gg or the Jersey Office of the Information Commissioner website: www.jerseyoic.org.

This applies to Motor Legal Protection Part B and Motor Assistance Part C

When you purchase and use a DAS product we will process personal information about you and anyone else whose details are provided to us to provide you with a service or a claim.

We process your personal information in accordance with our Privacy Notice. You can find our Privacy Notice online at www.dasinsurance.co.uk/legal/privacy-statement. Alternatively you can make a request for a printed copy to be sent to you by contacting dataprotection@das.co.uk.

How to make a complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision.

The Information Commissioner can be contacted at
Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire SK9 5AF
www.ico.org.uk



Administration, management information and regulatory compliance

The information you supply may be

- used for insurance administration, debt collection, offering renewal, research and statistical analysis by Five Islands Insurance Limited, its associated companies and agents, by the participating insurers and suppliers and your insurance broker or agent
- used for management information purposes including portfolio assessment, risk assessment, performance and management reporting
- disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct
- shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators
- provided to, shared with and checked against various databases (including the No Claims Discount Database), the DVLA/DVA (or Channel Island equivalent), credit reference agencies, fraud prevention agencies and public bodies including the police when you apply for, renew or amend this insurance or make a claim.

We may, in addition, contact you by text or email regarding claims, payment defaults and policy administration.

Fraud detection and prevention

Five Island Insurance Limited and the participating insurers and/or their agents and suppliers may, in order to detect and prevent fraud

- provide the DVLA or, where applicable, the DVA (or Channel island equivalent) with all driving licence numbers to confirm each driver's licence status, entitlement and restriction information and endorsement and/or conviction data
- check your identity to prevent money laundering unless you have provided us with satisfactory proof of identity
- undertake checks against publicly available information such as the electoral roll, County Court Judgments in England and Wales and/or orders or judgments for debt in other jurisdictions, Individual Voluntary Arrangements and bankruptcy orders
- validate your claims history or that of any insured person or property involved in the policy or a claim.

COMPLAINTS

We aim to provide the highest service standards at all times however, if for any reason you are not satisfied, we would like to hear from you.

The procedure which follows has been put in place to ensure that your concerns are dealt with promptly and fairly.

How to make a complaint

Please contact us on: **01481 728 988**

Alternatively, you can contact the Complaints Manager as follows

By post:

Complaints Manager
Five Islands Insurance Limited,
Admiral House, Place du Commerce, St Peter Port, Guernsey GY1 2AT

By email:

complaints@fiveislandsinsurance.com

Please remember to include your name, the name of the policyholder as shown on the current policy schedule and the policy and/or claim numbers in all communications.



Verbal complaints

Should you telephone us to make a complaint, we will aim to resolve the complaint to your satisfaction within three Business Days (Monday to Friday excluding bank and public holidays). If we are unable to resolve the complaint within this time period, the matter will be passed to the Compliance Department, who will acknowledge it and undertake an independent review. Once the review has been completed and a decision has been made, we will issue details of this in the form of a final response letter. Please note that a final response letter will be issued within eight weeks of the date of your verbal complaint.

Written complaints

If you complain in writing, we will upon receipt, acknowledge the complaint within five Business Days (Monday to Friday excluding bank and public holidays) and review the matter. Once the review has been completed and a decision has been made, we will issue details of this in the form of a final response letter. Please note that a final response letter will be issued within eight weeks of the date of your written complaint.

Final response letter

This will summarise the complaint, detail our findings and explain the decision we have made.

If we are unable to issue a final response letter within eight weeks of the date you made your verbal or written complaint, we will contact you to give reasons for the delay and indicate when we expect to issue it.

If you remain dissatisfied

If after eight weeks of making the complaint you have not received a final response, or are unhappy with the decision, you can ask the Financial Ombudsman Service to review the matter. They can be contacted using the details below

Post: Channel Islands Financial Ombudsman (CIFO)
P O Box 114
Jersey JE4 9QG
Telephone Guernsey: 01481 722218
Jersey: 01534 748610
Email: enquiries@ci-fo.org
Web: www.ci-fo.org

Note: We would recommend that you check the Financial Ombudsman Service website to ensure that your complaint is eligible for review by them.

Please note that this applies to Part B – Motor Legal Protection and part C- European Motor Assistance.

DAS always aim to give you a high-quality service. If you think DAS have let you down, you can contact DAS by

Telephone: 0344 893 9013
Email: customerrelations@das.co.uk
Post: Customer Relations Department, DAS Legal Expenses Insurance Company Limited,
DAS Parc, Greenway Court, Bedwas, Caerphilly CF83 8DW
DAS's online complaint form at www.das.co.uk/complaints

Further details of DAS's internal complaint-handling procedures are available on request.

FINANCIAL SERVICES COMPENSATION SCHEME

Tradex and DAS are covered by the Financial Services Compensation Scheme (FSCS) which protects you in the unlikely event that it is financially unable to pay claims made against it. For cover required by the Road Traffic Acts or any other form of compulsory insurance, you would be covered in full for any claim. For all non compulsory insurances, the FSCS will meet a maximum of 90% of any claim for compensation. In both cases, there is no upper limit. Full details are available on the FSCS website www.fscs.org.uk or by writing to

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



FIVE ISLANDS

INSURANCE

FAMILY FLEET

Five Islands Insurance Limited

Admiral House, Place du Commerce
St Peter Port, Guernsey GY1 2AT

Telephone 01481 728 986

email: info@fiveislandsinsurance.com

website: www.fiveislandsinsurance.com

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