



Car Insurance Policy Booklet

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Policy Wording

Important telephone numbers

Car Insurance claims

In the event of **you** needing to make a claim, please call one of the numbers listed below. **We** will take all the details and if appropriate, give **you** the telephone number and location of **your** nearest approved repairer and inform **you** of any further action **you** may need to take. **We** are committed to dealing with each claim quickly and effectively.

Car Insurance Claims Number	Please telephone 01603 779286
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Motor Legal Protection Claims Number	Please telephone 01603 779286
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Emergency Breakdown Helpline Number	Please telephone 0800 247 1781
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Excess Protect Claims Number	Please telephone 01603 779 286
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Substitute Vehicle Claims Number	Please telephone 01603 779 286
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Accident & Incapacity Cash Plan Claims Number	Please telephone 01603 779 250
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Key Cover Claims Number	Please telephone 0800 519 1211
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Welcome to Castle Cover

Thank you for choosing Castle Cover for your car cover

This **policy** wording explains **your** new car insurance in detail – **you** should keep it in a safe place as **you** may need to refer to it if **you** need to make a claim. Castle Cover Limited is an appointed representative of Lorica Consulting Limited which is authorised and regulated by the Financial Services Authority. This can be checked on the FSA register by visiting the FSA's website at www.fsa.gov.uk or by contacting them on 0845 606 1234.

The information **you** have supplied forms part of the contract of insurance with **us**. **Your policy** is evidence of that contract. **You** should read it carefully and keep it in a safe place.

Your policy wording

This **policy** is a contract between **you** and **us**.

This **policy** describes the insurance cover provided during the **period of insurance you** have paid for, or have agreed to pay for and for which **we** have accepted the premium.

The contract between **you** and **us** is based on information provided by **you**, this **policy**, the **certificate of insurance**, the **schedule** and any **endorsements** shown in the **schedule**.

For the contract to be valid, all the information **you** have given **us** must be true and complete.

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this **policy** in favour of any third party.

The insurance cover applies anywhere in the **territorial limits** except when **we** state otherwise in this **policy** – see Part C of this **policy**. **Your car** is also covered when it is being transported within the **territorial limits** and between any ports within the **territorial limits**.

Important

Please read the **policy**, the **certificate of insurance** and the **schedule** as one document to ensure that it meets with **your** requirements.

Your attention is drawn to the complaints procedure on page 6.

Data Protection Notice

Please read the following carefully as it contains important information relating to the details that **you** have given **us**. **You** should show this notice to any other party related to this insurance.

We are required to send **you** this information to comply with current Data Protection legislation. It explains how **we** may use **your** details and tells **you** about the systems **we** have in place that allow **us** to detect and prevent fraudulent applications and claims. The savings that **we** make help **us** to keep premiums and products competitive.

Data Protection Act 1998

All personal information supplied by **you** will be treated in confidence by **us** and will not be disclosed to any third parties except where **your** consent has been received or where permitted by law. In order to provide **you** with products and services this information will be held in **our** data systems, those of **our** agents, partners or subcontractors.

Our insurance partners may pass **your** personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect **your** personal information, but in all cases **we** will ensure that it is kept securely and only used for the purpose for which **you** provided it. Details of the companies and countries involved can be provided to **you** on request.

Motor Insurance Database

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

- Electronic Licensing
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services and/or other services aimed at reducing uninsured driving.

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

Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including people who live in other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If not **you** risk having **your** vehicle seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com

Fraud Prevention, Detection & Claims History

In order to prevent and detect fraud **we** may at any time:

- Record or monitor telephone calls, to help **us** improve **our** service and for fraud prevention and detection;
- Share information about **you** with other organisations and public bodies including the Police;
- Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
- Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;

- Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to (see below)

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI) and other databases. The aim is to help **us** to check information provided and also to prevent fraudulent claims. When **we** deal with a request for insurance, **we** may search these registers. Under the conditions of **your policy**, **you** must tell **us** about any incident (such as an accident or theft) which may or may not give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the registers. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the **policy** or claim.

On payment of a small fee **you** are entitled to receive a copy of the personal information **we** hold about **you**. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to:

The Head of Compliance, Castle Cover Ltd, Merck House, Poole, Dorset BH15 1TW

The law applicable to this policy

The law of England and Wales will apply to this contract unless:

- a) **You** and **we** agree otherwise; or
- b) At the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Definitions

Where **we** explain what a word means that word will have the same meaning wherever it is used in the **policy** or **schedule**. These words are highlighted by the use of bold print.

Accessories

Parts of **your car** which are not directly related to how it works as a car. This includes audio equipment, multi-media equipment, communication equipment, satellite navigation and legal radar detection systems providing they are permanently fitted to **your car** and have no independent power source.

Certificate of insurance

Evidence of **your car** insurance.

Endorsement

Changes in the terms of **your policy**. These are shown in **your policy schedule**.

Excess

The amount **you** are required to pay as the first part of each and every claim made.

Green Card

A document required by certain non-EU countries to provide proof that **you** have the minimum insurance cover required by law to drive in that country.

Market value

The current cost of replacing **your car** in the **territorial limits** with one of the same make, model, specification, mileage, age and condition, and not the price **you** paid for it.

Period of insurance

The dates shown in the **schedule**.

Personal belongings

Clothes and items of a personal nature belonging to **you** and **your** passengers.

Schedule

The attached **schedule** which forms part of this **policy**. Please read the **schedule** carefully. It defines the cover **you** have under this **policy**.

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Terrorism

An act or acts whether threatened or actual of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made whole or in part for political, religious or similar purposes.

We/Us/Our

The authorised insurer shown on the **schedule**.

You/Your

The **policyholder** named in the **schedule**.

Your car/Your cars

Any motor vehicle for which **we** have issued a **certificate of insurance** or a temporary cover note.

How to complain

If **you** have cause for complaint, it is important **you** know that Castle Cover and **your** insurer are committed to providing **you** with an exceptional level of service and customer care.

Things can go wrong and there may be occasions when **you** feel that **you** have not been provided with the service **you** expected. Should this happen, a process exists to review such matters and, where appropriate, to put things right.

Who to contact

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- To be sure **you** are talking to the right person.
- That **you** are giving them the right information.

Step one – Initiating your complaint

If **you** have a query or complaint about Castle Cover, **your** insurance or a claim made against **your policy you** should in the first instance call the Castle Cover Customer Services Team. The telephone number can be found on **your policy** documentation.

Alternatively **you** can write to:
Customer Care Manager, Castle Cover Ltd, Merck House, Seldown Lane, Poole, Dorset, BH15 1TW

When you contact Castle Cover

- Please provide **your** name and contact details.
- Please quote **your policy** and/or claim number, and the type of **policy you** hold.
- Please explain clearly and concisely the reason for **your** complaint.

Step two – Progressing your complaint

Castle Cover will:

- Acknowledge written complaints in writing within 5 working days.
- Investigate quickly and thoroughly.
- Keep **you** informed of progress.
- Do everything possible to issue a final response to **your** complaint within 8 weeks of receipt - as per Financial Services Authority (FSA) guidelines.

- Learn from mistakes made.
- Use the information from complaints to continuously improve the service provided.

If **your** complaint relates to a claim or to any aspect of the service provided by **your** insurer Castle Cover will pass **your** complaint directly to **your** insurer and ask that they investigate the matter and respond to **you**. All of the insurers Castle Cover work with are authorised and regulated by the Financial Services Authority or the Financial Services Commission in Gibraltar.

If **you** are not satisfied with the response **you** receive and **your** insurer is a Lloyd's syndicate **you** may refer **your** case to **Policyholder** and Market Assistance at Lloyd's. They can be contacted at:

Policyholder and Market Assistance, Lloyd's Market Services, One Lime Street, London, EC3M 7HA.

Tel: 020 7327 5693

Fax: 020 7327 5225

E-mail: complaints@lloyds.com

If Castle Cover or **your** insurer have given **you** a final response and **you** are still dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **you** have been provided with a final response, or after the complaint has been ongoing for 8 weeks without resolution. The Ombudsman can be contacted at:

Insurance Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Tel: 0845 080 1800 or 0300 123 9 123.

Fax: 020 7964 1001.

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Referral to the FOS will not affect **your** right to take legal action against Castle Cover or **your** insurer.

Financial Services Compensation Scheme

What happens if **we** are unable to meet **our** liabilities?

If **we** are unable to meet **our** liabilities to **our policyholders, you** may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). The level of compensation differs depending on the type of cover:

Compulsory insurance, (e.g. third party motor), is covered for 100% of the claim.

Non compulsory insurance, (e.g. home insurance), is covered for 90% of the claim.

Further information can be obtained from:

Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN.
Telephone 020 7892 7300 or e-mail, enquiries@fscs.org.uk

Choice of cover

Comprehensive

All parts/sections of the **policy** apply except where amended by **endorsement**.

Third party, fire and theft

All parts/sections of the **policy** apply except:

- Loss and damage under Part A is only covered where loss or damage to **your car** is caused by fire, lightning, explosion, theft or attempted theft.
- **You** are not covered under sections 2 and 3 of Part A.
- **You** are not covered under Parts D and E and other parts amended by **endorsement**.

Third party only

You are not covered under Parts A, D and E and other parts amended by **endorsement**.

Part A: Loss and damage

1. Loss of or damage to your car, or spare parts

If **your car, accessories** or spare parts are lost, stolen or damaged, **we** will either:

- repair the damage.
- replace what is lost or damaged and is too expensive to repair.
- pay **you** the cost of the loss or damage.

The most **we** will pay for loss or damage to **your car's** permanently fitted navigational equipment, car phones, radios, CD players, cassette players, games consoles or any other audio or visual equipment will be £500.

We can choose which of these actions **we** will take for any claim **we** agree to and the repairer can use parts that have not been produced by the vehicle manufacturer.

Following damage to **your car, we** reserve the right to move the salvage to a place of safe and free storage pending settlement of any claim.

If **we** settle a claim as a total loss, **we** reserve the right to own the salvage.

If **you** cannot use **your car** because of loss or damage that is insured under this **policy, we** will also pay the reasonable cost of protecting **your car** and taking it to **our** nearest approved repairer. After the repair, **we** will pay the reasonable cost of delivering **your car** to **your** address in the **territorial limits**.

Where **your car** is not recovered following a theft or is beyond

economical repair, **we** will pay **you** the **market value** of **your car**, including **accessories** and spare parts at the time they are lost, stolen or damaged.

Accessories and spare parts of **your car**, which are in **your** private garage at the time of the loss or damage, will also be covered.

If **we** are told that **your car** belongs to someone else or if **you** are buying **your car** under a hire purchase or leasing agreement, **we** will normally make the payment for the total loss of **your car** to the owner described in that agreement. If the amount **we** have agreed to pay exceeds the amount still owing under the agreement, **we** will pay any surplus to **you**.

New car replacement

We will replace **your car** with a new car of the same make and specification (if one is available in the **territorial limits**) if, within 12 months of **you** buying **your car** from new:

- the cost of repairing any damage covered by the **policy** is more than 60% of **your** car's list price (including car tax and VAT) when **you** bought **your car**; or
- **your car** is stolen and not recovered.

We will only replace **your car** if:

- **you** or **your** partner own **your car** or are buying it under a hire-purchase agreement (not a leasing, contract hire agreement, or other type of agreement where ownership of the car does not pass to **you**);
 - the hire-purchase company agrees;
- and
- **you** or **your** partner are the first registered keeper of **your car**.

If a replacement car of the same, make, model and specification is not available **we** will, where possible, provide a similar car of identical list price. If **you** wish to have the claim settled on a cash basis, and **we**

agree to this, the most **we** will pay is the **market value** of **your car** and its **accessories** at the time of the loss or damage.

Inexperienced drivers

Age of driver	Experience	Excess
25 years and over	Inexperienced	£100
21 years to 24 years inc.	Experienced	£150
21 years to 24 years inc.	Inexperienced	£200
17 years to 20 years inc	All Drivers	£500

An inexperienced driver is someone who holds a provisional driving licence, or has held a full UK or EU driving licence for less than 12 months.

If **your car** or any of its **accessories** or spare parts are damaged while **your car** is being driven by, or in the charge of a person who is young or inexperienced, **you** will have to pay this additional amount, on top of any other **excess** shown in **your schedule**, towards any claim.

This amount is in addition to any other **excess you** have agreed to pay for, the first part of any own damage claim as stated in the **schedule**.

If **we** pay the inexperienced driver **excess, you** will have to repay that amount to **us** as soon as possible. **You** will not have to pay the inexperienced driver **excess** shown in **your policy schedule** if the loss or damage is caused by fire, lightning, explosion, theft or attempted theft.

2. Windscreen damage

We will pay for a broken or damaged windscreen or windows in **your car** and scratching of the bodywork caused by them breaking. **You** will have to pay the amount shown in **your policy schedule**, for a claim for a broken windscreen or windows. This amount will not be payable by **you** if the glass is repaired and not replaced. If this is the only damage **you** claim for, **your** no-claims discount will not be affected.

3. Medical expenses

If **you, your** driver or any of **your** passengers are injured in an accident involving **your car, we** will pay medical expenses of up to £250 for each injured person.

Exclusions to Part A

You are not covered for the following:

- Loss of use, loss of value, wear and tear, mechanical or electrical failure, breakdowns or breakages.
- Any other costs that are indirectly caused by the event which led to **your** claim unless specifically stated in this **policy**.
- Loss or damage to **your car** caused deliberately by **you** or by any person who is driving **your car** with **your** permission.
- Loss of value after a repair.
- The cost of any repair or replacement which improves **your car** beyond the condition it was in before the loss or damage occurred.
- Loss of or damage to **your car** arising from, or in consequence of, water freezing in the cooling circulation system of **your car**.
- Damage to tyres from braking, punctures, cuts or bursts unless in an accident.
- Loss, destruction or damage caused directly by pressure waves

from aircraft and other aerial devices travelling at sonic or supersonic speeds.

- Loss of **your car** by deception of someone who claims to be a buyer or agent.
- The cost of any hired alternative transport.
- Loss from taking **your car** and returning to its legal owner.
- Loss or damage to **your car** by theft or attempted theft if **you** or anyone else has left it unlocked or with keys or keyless entry system in it, or on it.
- Loss or damage to **your car** caused by a member of **your** family or household taking **your car** without **your** permission.
- Any **excess** that applies to this insurance.
- Loss or damage caused by or during confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Loss or damage to **your car** caused by an inappropriate type or grade of fuel being used.

Where **your car** is not manufactured to the **territorial limits**' specification (originally manufactured for sale as new in the **territorial limits**) and any part, unit or **accessories** of **your car** becomes unobtainable or obsolete in pattern and therefore out of stock in the **territorial limits**, **you** are not covered for the following:

- Increased repair and replacement part, unit or **accessories** costs due to non-availability and/or waiting time for delivery.
- Storage costs awaiting commencement of the repair to **your car**.

Part B: Liability to others

1. Cover provided for you

This **policy** covers **you** for the amounts shown below:

- i. Death of or injury to any person - UNLIMITED.

- ii. Damage to any other person's property - £20,000,000 (including costs and expenses up to £5,000,000) that **you** become legally responsible for paying due to damage to any person or their property as a result of an accident involving **your car**, or caused by a trailer, caravan or other vehicle that is attached to **your car** and £5,000,000 (including costs and expenses) as a result of an accident involving **your** van or commercial vehicle.

Driving other cars

The liability under this section is extended to **you** whilst **you** are driving any other car with the owner's permission in the **territorial limits** which does not

- belong to **you**, or
- is not hired to **you** under a hire purchase agreement, or
- is not owned by or provided by an employer or business partner

provided that **your certificate of insurance** indicates that **you** can drive such vehicle, the vehicle does have alternative insurance in force and the vehicle has not been seized by, or on behalf of any government or public authority and is not the vehicle identified on **your certificate of insurance** by its registration number, providing **you** still own **your car** and **your car** has not been disposed of or declared a total loss.

2. Cover provided for other people

If **you** ask **us** to, **we** will give this cover:

- i. Death of or injury to any person - UNLIMITED.
- ii. Damage to any other person's property - £20,000,000 (including costs and expenses up to £5,000,000) that **you** become legally responsible for paying due to damage to any person or their property as a result of an accident involving **your car**, or caused by a trailer, caravan or other vehicle that is attached to **your car** and £5,000,000 (including costs and expenses) as a result of an accident involving **your** van or commercial vehicle.

to the following people:

- Anyone **you** allow to drive **your car** and who is allowed to drive it under the **certificate of insurance**.
- Any person using (but not driving) **your car** with your permission for social, domestic and pleasure purposes.
- Any person travelling in or getting into or out of **your car**.
- **Your** employer or business partner, as long as **your car** is not owned by or hired to either **your** employer or business partner and **your car** is being used for a purpose that is allowed under **your certificate of insurance**.

3. Your legally-appointed representatives

After the death of anyone insured under this **policy**, **we** will protect that person's estate against any liability the deceased person had if that liability is insured under this **policy**.

4. Legal fees and expenses

If **we** give **you** our written permission, **we** will pay for solicitors' fees to:

- represent anyone insured under this **policy** at any coroner's inquest or fatal accident inquiry;
- defend anyone insured under this **policy** in a court of summary jurisdiction;

for any accident which might give rise to a claim under Part B of this **policy**.

Proceedings for manslaughter or causing death by dangerous driving

We will pay fees for legal services to defend anyone insured under this **policy** if legal proceedings are taken against that person for manslaughter or causing death by dangerous, careless or inconsiderate driving. The following conditions will apply to this cover:

- **You** must ask **us** to provide it.
- The death or deaths giving rise to the proceedings must have

been caused by an accident covered by this **policy**.

- The accident which caused the death or deaths must have happened in the **territorial limits**.
- Proceedings where the driver was under the influence of alcohol or any drug at the time of the loss will not be covered
- The most **we** will pay in any one **period of insurance** is £5,000. **We** can settle claims by paying £5,000 less the costs that have already been paid
- **We** will not cover costs where cover is provided by any other insurance **policy**.

5. Emergency medical treatment

We will pay for any emergency medical treatment that must be provided under the Road Traffic Act. If this is the only payment **we** make, it will not affect **your** no-claims discount.

Exclusions to Part B

You are not covered for the following:

- Anyone driving **your car** who is disqualified from driving or has never held a driving licence, or is prevented by law from holding one.
- Liability for loss of or damage to property which belongs to, or is with, any person who is insured under this **policy** and who is driving **your car**.
- Liability if the death of or bodily injury to any person covered under this section arises out of or in the course of their employment, except where such liability must be covered under the Road Traffic Acts.
- Any loss of or damage to property, legal liability, injury or other loss directly or indirectly caused by contributed to by or arising from **terrorism** or any action taken in controlling preventing suppressing or in any way relating to **terrorism**. However this

policy covers **you** so far as is necessary to meet any law on compulsory insurance.

Part C: Foreign use

In compliance with EU Directives this **policy** provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark including Faroes, Estonia, Finland, France including Monaco and Corsica, Germany, Greece, Hungary, Iceland, Irish Republic, Italy including Vatican, San Marino and Sardinia, Latvia, Lichtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal including Madeira and Azores, Romania, Slovak Republic, Slovenia, Spain including the Balearics, Canaries, Ceuta and Melilla, Sweden and Switzerland.

In addition to this minimum cover, **we** will also extend the cover to that shown in **your schedule** for a maximum of 93 days.

When travelling to any other country not referred to above, please notify **us** via Castle Cover at least three weeks before **you** leave. **We** may be able to extend **your** cover subject to **our** agreement and an additional fee.

When contacting Castle Cover please supply the following information:

- **Your policy** number
- The period which cover is required i.e. the date **you** leave and the date **you** arrive back in the **territorial limits**.
- The registration number and make and model of **your car**.
- Trailer or caravan details – serial no./description/identity
- Countries to be visited

Exclusions to Part C

You are not covered for any legal action taken against **you** outside the **territorial limits**, unless it is a result of using **your car** in a country for which **we** have agreed to extend this insurance cover.

Part D – Injury benefits

If:

- **You** or **your** spouse/civil partner are injured solely as a result of an accident involving **your car**, or while travelling in or getting into or out of **your car**.
- any other person is injured while travelling in or getting into or out of **your car**.

We will pay **you** or **your** legal representatives or if **you** ask **us** to, the person injured or their legal representative, the compensation specified below.

Provided that death or loss occurs within three calendar months and solely and directly as a result of the accident.

Exclusions to Part D

You are not covered for the following:

- Under more than one motor **policy you, your** spouse/civil partner or any other person may hold with **us**.
- Any person who, at the time of the injury, has not attained their 16th birthday or who has attained their 75th birthday.
- In respect of death or injury as a result of suicide, attempted suicide or any intentional self-injury.
- In respect of any death or injury to **you** or **your** spouse or any other person as a result of an accident that does not involve **your car**, or while travelling in or getting out of any car other than **your car**

	You and members of your family normally living with you (subject to age exclusions above)	Other passengers (subject to age exclusions above)
Death	£7,500	£7,500
Total and irrecoverable loss of sight in one or both eyes	£5,000	nil
Total and irrecoverable loss of one or more limbs	£5,000	nil

Part E – Personal belongings

We will pay up to a maximum of £100 for **personal belongings** carried in or on **your car** if lost or damaged by:

- accident to **your car**.
- fire, lightning, explosion.
- theft or attempted theft.

Exclusions to Part E

You are not covered for the following:

- Money, stamps, tickets, documents or securities.
- Tools, equipment, goods or samples carried in connection with any trade or business.
- Property insured by another **policy**.
- Theft of **personal belongings** unless contained in the locked boot or glove compartment while **your car** is unoccupied.

No-claims discount

As long as **you** have not made a claim during the current **period of insurance**, **we** will include a discount in **your** renewal premium. **We** will give **you** this discount for each claim-free year up to the maximum entitlement.

Please note this is no guarantee **your** premium will not rise. If **you** make one claim during the insurance year, the no-claims discount **you** earn will be reduced.

If **you** made two or more claims in the previous insurance year, **you** will not get a no-claims discount.

Your no-claims discount cannot be transferred to anyone else.

Your no-claims discount will not be affected by payments for emergency treatment which the Road Traffic Act says **we** must pay or payments made under Part A (2) for windscreen replacement/repair.

Protected no-claims discount

If **you** pay the appropriate additional premium and **your schedule** shows **you** have this cover, **your** no-claims discount will apply unless **you** make more than two claims in three continuous periods of cover. Then the protection will end and **your** no-claims discount will be reduced to nil at **your** next renewal.

Although **you** can protect **your** no-claims discount, **your** premium may increase if **you** make claims or **you** receive motoring convictions or as required by **us** for any other reason.

Your protected no-claims discount will not be affected by payments for emergency treatment which the Road Traffic Act says **we** must pay or payments made under Part A (2) for windscreen replacement/repair.

Car sharing

Your policy also covers **your car** when **you** are being paid for carrying passengers for social or similar purposes or commuting as long as:

- **your car** cannot carry more than seven people.
- **you** are not carrying the passengers as part of a business of carrying passengers.
- the total payment **you** receive for the journey does not provide a profit for **you**.
- **your car** is being used for a purpose that is allowed by **your certificate of insurance**.

Car service cover

Car servicing and car parking

Subject to the terms and conditions of this **policy** other than limitations to use and driving **we** will provide an indemnity to **you** whilst **your car** is in the custody or control of:

a motor garage or other similar business, which **you** do not own, which has **your car** for the purpose of:

- maintenance.
- repair.
- testing.
- servicing.

a hotel, restaurant or similar business, which **you** do not own, where **your car** has been parked for **you**.

General exceptions

1. This **policy** does not apply when **your car**:

- is being used for purposes that are not specified in **your certificate of insurance**.

- is being driven by or in the charge of any person who is not covered by **your certificate of insurance**.
 - is being driven by any person who is disqualified from driving or has never held a driving licence or is prevented by law from holding one.
 - is being driven by, or in the charge of, a person who holds a provisional driving licence and does not meet the conditions of that licence.
 - is towing a caravan, trailer, or other vehicle for a payment.
 - is used in an unsafe condition or whilst carrying an insecure load.
 - is being used on:
 - part of an aerodrome or airport used for aircraft taking off and landing;
 - aircraft parking areas including service roads;
 - ground equipment parking areas; or
 - any parts of passenger terminals within the Customs examination area
2. This **policy** does not cover anyone who does not meet the **policy** terms and conditions.
3. This **policy** does not cover any liability which **you** have as a result of an agreement or contract, unless **you** would have had that liability anyway.
4. This **policy** does not provide cover for any loss of or damage to property, or any loss, or legal liability directly or indirectly caused by, contributed to, by, or arising from the following:
- Ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel.
 - The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it.
5. This **policy** does not provide cover for any loss or damage

which results from war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, military force or coup. However, this **policy** covers **you** so far as is necessary to meet with any law on compulsory insurance.

6. This **policy** does not provide cover except under Part B (Liability to others) for any accident, injury, loss or damage caused by:
- a) earthquake.
 - b) riot or civil commotion if it occurs outside England, Scotland, Wales, the Isle of Man or the Channel Islands.
7. This **policy** does not provide cover for any claim for pollution and contamination, unless it is caused by a sudden, unidentifiable event which was unintended and unexpected and happened at any specified time and place. In this case **our** liability is restricted to £1,000,000 for any one event.

General conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

1. Cancellation

Statutory cancellation rights

You may cancel this **policy** within 14 days of either the receipt of **your policy** documents or the inception / renewal date of **your policy** (whichever is later) by telephoning **our** customer services department on 0845 845 45 55 or by writing to **us** at the following address; Castle Cover, Merck House, Seldown Lane, Poole, Dorset, BH15 1TW.

If the cover has not yet commenced **you** will be entitled to a full refund of any premiums paid.

If the cover has already commenced **you** will be charged for the time **you** have been insured. **You** will also be charged a fee of up to £30 to cover the administrative cost of providing the **policy**.

If **you** have made a claim against **your policy** **you** will remain liable for the total premium. If **you** have paid **your** premium in full there will be no refund made. If **you** are paying by instalments, **you** will either have to continue with the instalments until the **policy** renewal date, arrange for a one off payment to be made or we may, at **our** discretion, deduct the outstanding instalments due from any claim made.

Cancelling **your** Direct Debit at the bank does not suffice as cancelling **your policy** and **you** will remain liable for any charges incurred relating to time on cover up until the point that we identify that **you** have defaulted on a payment and automatically cancel **your policy**.

Please note that if **you** amend or cancel **your policy** during the period of insurance, we may not refund any amount less than £5. Similarly, we may only request payments from **you** of amounts over £5.

You must return **your certificate of insurance** to **us** when cancelling **your policy**.

Cancellation outside the statutory period

You may cancel this **policy** at any time either by telephoning **our** customer services department on 0845 845 45 55 or writing to **us** at the above address.

If **you** have paid **your** premium in full, we will calculate **your** refund in accordance with the table overleaf. Please note, any partly completed month counts as a whole month.

If **you** are paying by instalments **your** payments will cease, however, if the amount **you** have paid under **your** instalment plan does not represent the amount **you** should have paid, in accordance with the table overleaf, **you** will be liable for the remainder of the premium for the period for which **you** have been covered.

The number of months you have had the policy	1	2	3	4	5	6	7	8	9 or more
The amount of premium that will be refunded	80%	70%	60%	50%	40%	30%	20%	10%	None

If you have made a claim against your policy you will still remain liable for the total premium. If you have paid your premium in full there will be no refund made. If you are paying by instalments, you will either have to continue with the instalments until the policy renewal date, arrange for a one off payment to be made or we may, at our discretion, deduct the outstanding instalments due from any claim made.

Cancelling your Direct Debit at the bank does not suffice as cancelling your policy. You will remain liable for any charges incurred relating to time on cover up until the point that we identify that you have defaulted on a payment and automatically cancel your policy.

If you cancel your policy during the period of insurance, you may incur an administration fee of up to £30.

You must return your certificate of insurance to us when cancelling your policy.

Our right to cancel your policy

We reserve the right to cancel the policy, for any reason other than defaulted payments, by providing 7 days prior written notice to your last known address.

If we cancel the policy we will retain an amount of premium in proportion to the time you have been on cover and refund the

balance to you, except where a claim has been made during the current period of insurance, when you remain liable for the total premium of the policy and no refund will be paid.

Non payment of premiums

If you pay by instalments and you fail to make a payment we will assume that you no longer require cover and will cancel your policy from the date your payment was due.

Important Information – It is an offence under the Road Traffic Act to leave, drive, permit to use or otherwise use your vehicle on a road or other public place without insurance cover being in force.

If Castle Cover cancel your policy due to non-payment of your premium, you will remain liable for the difference between the premium you owe, in accordance with the above table, and the amount you have actually paid. If you have made a claim against your policy you will be liable for the full premium.

If you do not pay the balance within 7 days of the cancellation, Castle Cover will instruct a debt recovery agent to recover any outstanding premium you owe. In the event that a debt recovery agent is instructed an additional fee of up to £40 will be added to any outstanding amount being requested.

2. Vehicle Condition and Security

You must do all you can to protect your car and keep it in a roadworthy condition. If you do not do this your right to claim under your policy may be affected.

- Close all windows, including sunroof, when you leave your car.
- Ensure use of any anti-theft device fitted when your car is left unattended.
- If when leaving the car you cannot take personal belongings with you, lock them in your boot or glove compartment. Do not leave them in open view in your car. Mobile phones and handbags are popular targets for car thieves.
- When leaving your car unattended you must remove portable satellite navigation equipment and place it in a locked boot or glove compartment. You must also take the same precautions if your radio and other audio equipment has security features such as 'pop off' fascias or the unit can be removed from its permanently fixed housing.
- Maintain your car in roadworthy condition and ensure you have a valid MOT certificate where appropriate.
- You must let us examine your car at any reasonable time if we ask to do this.

3. Accuracy of Information

We will only provide the insurance described in this policy if:

- the information you gave during your quote and declaration is correct and complete.
- anyone claiming protection has met all its terms and conditions.

4. Payment by Instalments

If we have agreed to accept payment of any premium by instalments and you break that agreement, we will be entitled to cancel this policy under condition 1.

5. Changes in Risk

If you make any changes to your policy or cancel it during the period of insurance, you may incur an administration fee of up to £30. You must tell us via Castle Cover immediately about any changes which may affect this insurance and in particular any of the following:

- The main driver of your car changes
- The registered owner of your car changes;
- There is a change in use of your car (for example, you require business use);
- You get an extra car or change your car for another one;
- The place your car is usually kept changes;
- Any modifications are made to your car (for example any changes which may affect the car's performance).
- The number of vehicles in your household changes

You or any driver who may use the vehicle:

1. have been convicted of any motoring offence including fixed penalty offences, or has any prosecutions outstanding;
2. have been involved in any accident, losses or thefts, regardless of whether a claim was made;
3. have been convicted of a criminal offence or have possible prosecutions outstanding;
4. Develops a health condition which requires disclosure to the DVLA. If you are unsure whether a condition needs to be disclosed you should check with your doctor. You must also advise us if an existing condition worsens.

This is not an exhaustive full list if you are not sure whether to report any change, please speak to us via Castle Cover.

We will inform you, via Castle Cover of any changes in premium or terms.

Claims conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

1. In the event of an accident **you** must immediately do whatever **you** can to protect the car and its accessories. **You** or **your** legal representative must give **us** full detail via the claims helpline which is shown on the **policy schedule** as soon as possible after any event which could lead to a claim under this **policy**. There may be circumstances where **we** require additional detail in writing. **You** must also immediately send **us** any letters and documents **you** receive in connection with the event before **you** reply to them. If **you** know of any future prosecution, coroner's inquest or fatal accident inquiry about any event, **you** must tell **us** immediately in writing.
2. **You**, and anyone insured by this **policy**, must not admit anything, or make any offer or promise about a claim, unless **you** have **our** written permission.
We may take over and deal with the defence or settlement of any claim in the name of the person making a claim under this **policy**. **We** may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this **policy**. Anyone making a claim under this **policy** must give **us** any information and help **we** need.
3. If **you** make a claim for any liability, loss or damage that is also covered by any other insurance **policy**, **we** will only pay **our** share of the claim.
4. If, under the law of any country in which **you** are covered by this **policy**, **we** have to pay a claim which **we** would not normally have paid, **we** may recover the payment from **you** or from the person responsible.
5. **You** must not act in a fraudulent manner. If **you** or anyone

acting for **you**:

- make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect; or
- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance,

Then:

- **We** shall not pay the claim
- **We** shall not pay any other claim which has been or will be made under the **policy**
- **We** may at **our** option declare the **policy** void
- **We** shall be entitled to recover from **you** the amount of any claim already paid under the **policy** since the last renewal date
- **We** shall not make any return of premium
- **We** may inform the police of the circumstances.

Claims

To make a claim call the telephone number shown on the **policy schedule**.

Endorsements

Your insurance under this **policy** may be extended or restricted by **endorsements**. **Endorsements** only apply if their numbers appear in the **schedule**.

All the terms, conditions and exceptions of the **policy** continue to apply along with the **endorsements**.

Endorsement 7 – Deletion of no-claims discount

The no-claims discount section of this **policy** does not apply.

Endorsement 8 – Exclusion of injury benefits, Personal belongings and reduction in limit for audio equipment

You are not covered under Parts D and E of this **policy**. The maximum amount payable under Part A (3) is amended to £250.

Endorsement 9 – Exclusion of personal belongings

You are not covered under Part E of this **policy**.

Endorsement 11 – Exclusion of injury benefits

You are not covered under Part D of this **policy**.

Endorsement 12 – Own loss or damage (voluntary)

You will pay the amount shown in the **schedule** towards each claim for loss or damage to **your car**.

This endorsement will not apply if damage to **your car**:

- is caused by fire, lightning, explosion, theft or attempted theft.
- is limited to broken glass in the windscreen or windows or bodywork damaged by the broken glass.

This **endorsement** applies on top of any other amount which **you** may have to pay towards each claim.

If **we** pay the whole amount of the claim at first, **you** must immediately pay **us** the amount **you** have to pay under this **endorsement**.

Endorsement 13 – Own loss or damage (compulsory)

You will pay the amount shown in the **schedule** towards each claim for loss or damage to **your car**.

This **endorsement** will not apply if damage to the car:

- is caused by fire, lightning, explosion, theft or attempted theft.
- is limited to broken glass in the windscreen or windows or bodywork damaged by the broken glass.

This **endorsement** applies on top of any other amount which **you** may have to pay towards each claim. If **we** pay the whole amount of the claim at first, **you** must immediately pay **us** the amount **you** have to pay under this **endorsement**.

Endorsement 15 – Company deletions

You are not covered under Parts D and E of this **policy**.

Endorsement 16 – Fire and theft excess (compulsory)

You will pay the amount shown in the **schedule** towards each claim for loss or damage to **your car** caused by fire, lightning, explosion, theft or attempted theft.

If **we** pay the whole amount of the claim at first, **you** must immediately pay **us** the amount **you** have to pay under this **endorsement**.

Endorsement 27 – Exclusion of drivers under 25

This **policy** does not apply when **your car** is being driven by or in the charge of any person under 25 years of age.

Endorsement 28 – Authorised drivers under 25

This **policy** does not apply when **your car** is being driven by or in the charge of any person under 25 years of age.

This **endorsement** will not apply to any person whose name is shown next to this **endorsement** number in the **schedule**.

Endorsement 29 – Windscreen breakage

You will pay the amount shown in the **schedule** towards each claim made under Part A (2).

Endorsement 30 – Protected no-claims discount

If **you** pay an extra premium, **your** no-claims discount is protected as long as **you** do not make more than two claims in three continuous periods of cover.

If **you** make three or more claims during that period, **you** will lose **your** no-claims discount.

If **we** agree to transfer someone's interest under this **policy**, this **endorsement** will be cancelled unless the person the **policy** is transferred to can meet **our** conditions for having a protected no-claims discount.

Endorsement 39 – Car security

You are not covered under Part A of this **policy** for any loss or damage caused by theft and attempted theft unless:

- **your car** is fitted with a security device conforming to Thatcham Category 1 or 2 standards.
- the security device is operational at the time of any loss or damage to **your car**.

Endorsement 50 – Third Party Fire and Theft Only - Drivers Aged 20 or Under

Third Party Fire and Theft cover as shown on the **Policy Cover Index** applies in place of Comprehensive whilst the vehicle shown on **your schedule** of insurance is being used or driven by any person aged 20 or under.

This cover restriction does not apply whilst **your** vehicle is in the custody or control of a member of the motor trade for the purposes of overhaul, upkeep or repair.

Subject otherwise to the terms and conditions shown in the **policy**.

Endorsement 51 – Third Party Fire and Theft Only - Drivers Aged 24 or Under

Third Party Fire and Theft cover as shown in the **Policy Cover Index** applies in place of Comprehensive whilst the vehicle shown on **your schedule** of insurance is being used or driven by any person aged 24 or under.

This cover restriction does not apply whilst **your** vehicle is in the custody or control of a member of the motor trade for the purposes of overhaul, upkeep or repair.

Subject otherwise to the terms and conditions shown in the **policy**.

Endorsement 52 – Third Party Only Cover - Drivers Aged 24 or Under

Third Party Only cover as shown in the **Policy Cover Index** applies in place of **policy** cover whilst the vehicle shown on **your schedule** of insurance is being used or being driven by any person aged 24 or under.

This cover restriction does not apply whilst **your** vehicle is in the custody or control of a member of the motor trade for the purposes of overhaul, upkeep or repair.

Subject otherwise to the terms and conditions shown in the **policy**.

Endorsement 53 – Security - Requirement for an Approved Tracking Device

We will not pay under **Section A** of the **policy** for loss of or damage to the vehicle shown on **your schedule** of insurance by theft unless at the time of the theft an Aviva approved tracking device is fitted and in operation and any subscription to the system operator has been maintained.

Subject otherwise to the terms and conditions shown in the **policy**.

Endorsement 54 – Protected NCD - One Life Lost

No Claims Discount will remain protected at the maximum level, during any five-year period from the date protection commences unless the following occurs:

- There are two claims. In this situation the No Claims Discount will remain at the maximum level but protection against further claims during the period will be lost.
- There are 3 claims. In this situation the protection will be lost and No Claims Discount will be reduced by 2 years on **our** NCD scale.
- There are more than 3 claims. In this situation the protection and all No Claims Discount will be lost.

Claims for windscreen breakage or emergency treatment will not be counted in the above situations.

Note - If **you** have made a claim with any previous insurer during a 2 year period prior to taking out this **policy**, (a claim for this purpose is any which would have resulted in loss of **your** NCD were it not protected), this claim will be counted in points a), b) and c) above.

MotorPlus

Your policy schedule will show if you have selected this cover

Motorist Legal Expenses Policy Wording

This insurance **policy** has been arranged by Qdos Broker & Underwriting Services Limited, is administered by MotorPlus Limited (trading as MotorPlus and ULR) and is underwritten by UK Underwriting Limited on behalf of:

Fortis Insurance Limited, Registered in England No.354568.
Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Qdos Broker & Underwriting Services Limited, MotorPlus Limited, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

In return for the premium paid, **we** agree to indemnify the insured in accordance with the terms and conditions of this **policy**. This wording should be read in conjunction with **your policy schedule** which details the name of the **policyholder**, **cover period**, the premium **you** have paid and the applicable limits of indemnity.

This is a contract of insurance between **you** and Fortis Insurance Limited. The insurance provided covers **legal costs** and expenses, subject to the terms, limits of indemnity, exclusions and conditions contained herein, in respect of an insured event which occurs within the **territorial limits** and during the **cover period** for which **you** have paid or agreed to pay the premium.

This wording contains full details of **your policy**, and details of how to make a claim. Please keep it safe with **your** motoring documents.

Definitions

Appointed Lawyer

The solicitor, solicitors' firm, barrister or other suitably qualified person appointed by **us** to act for **you**.

Cover Period

The period of time beginning with the date of inception of this **policy** and ending, either:

- on the next expiry date of **your** motor insurance **policy**, or;
- in 12 calendar months;

whichever is less, as specified in the schedule that accompanies this **policy**.

Enterprise

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

Insured Incident

For Legal Costs:

an event which causes damage to the **policyholder's vehicle** or to **your** personal property in it; or
an event which results in **your** death or injury whilst **you** are in or on the **policyholder's vehicle**.

For Hire Charges:

an accidental collision between another vehicle and the **policyholder's vehicle** which renders the **policyholder's vehicle** undriveable, provided that the accident was entirely the fault of the driver of the other vehicle.

Hire Charges

The fees incurred in the hire of a replacement private car or standard commercial vehicle for one continuous period.

Legal Costs

Professional fees which **you** are bound to pay, including reasonable fees or expenses incurred by the **Appointed Lawyer** whilst acting for **you** in the pursuit of a claim.

Micro-Enterprise

An **Enterprise** which employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed €2 million.

Policyholder

The person who has taken out this **policy**.

Policyholder's Vehicle

The vehicle specified in the motor insurance **policy** issued with this **policy**, together with any caravan or trailer attached to such vehicle at the time of the **insured incident**.

Territorial Limits

For Legal Costs:

The European Union together with the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, FYR Macedonia, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and mainland Turkey west of the Bosphorus.

For Hire Charges:

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

We/Our/Us

UK Underwriting Limited on behalf of Fortis Insurance Limited. UK Underwriting Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer.

You/Your

The **policyholder** and any person driving or riding in or on the **policyholder's vehicle** who is:

1. domiciled in the United Kingdom; and
2. authorised to drive the **policyholder's vehicle** by the **policyholder's** motor insurance certificate;

3. and has the **policyholder's** permission to make a claim; but NOT including passengers in or on the **policyholder's vehicle** at the time of the **insured incident**.

This Policy Will Cover

Subject to the terms, conditions, exclusions and limitations in this **policy**, **we** will pay **Legal Costs** to a maximum of £100,000.00 in order to pursue a claim directly arising from one or more **Insured Incidents**, occurring within the **Territorial Limits** and during the **Cover Period** and provided that the premium has been paid, if **we** deem that there are reasonable prospects of success.

Following an **insured incident we** will take all the details, collate the information about **your** losses and negotiate to try and recover them.

If a decision is appealed **we** will help in appealing or defending a appeal.

If an **Appointed Lawyer** is used, **we** will pay the **Legal Costs** for this. **We** will also pay **Hire Charges** as long as **we** have agreed to them first.

This Policy Will Not Cover

1. Any claim:
 - 1.1 which **you** do not report to **us** within 180 days after the date on which the Insured Incident occurs;
 - 1.2 relating to a contract involving the **policyholder's vehicle**.
 - 1.3 arising whilst the **policyholder's vehicle** is being used by anyone who does not have valid motor insurance.
2. **Legal Costs** of or relating to claims regarding:
 - 2.1 any deliberate or criminal act or omission;
 - 2.2 war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup;

- 2.3 radiation or radioactive contamination;
 - 2.4 the hazardous properties of any explosive, corrosive, invasive or toxic substance or material;
 - 2.5 sonic pressure waves;
 - 2.6 a dispute with **us** or with **your** insurance broker or provider;
 - 2.7 any device failing to recognise, interpret or process any data as its true calendar date or any computer, electric, electronic or mechanical error.
3. **Legal Costs** incurred:
 - 3.1 before **our** written acceptance of a claim;
 - 3.2 whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a composition with creditors.
 4. The balance of **Legal Costs** incurred over and above any figure **we** have previously agreed.
 5. **Legal Costs** incurred during any legal action **you** take which **we** have not agreed to, or where **you** do anything that hinders **us** or the **Appointed Lawyer**.
 6. Any claim for **Hire Charges** if:
 - 6.1 **You** are claiming against a person who does not have a valid motor insurance;
 - 6.2 **We** cannot identify and trace the person responsible for causing the **insured incident**;
 - 6.3 **You** make **your** own arrangements for vehicle hire.

PLEASE NOTE: **We** may elect not to assist with a claim, or cease to deal with it if it appears to **us** at any stage that the claim does not have reasonable prospects of success.

In the event of a claim please do not appoint **your** own solicitor or arrange a hire vehicle, as this will invalidate the cover provided by this **policy**.

This **policy** does not extend to passengers.

General Conditions

1. **You** must:
 - 1.1 abide by the terms and conditions of this **policy**;
 - 1.2 try to prevent or minimise **Legal Costs** wherever possible;
 - 1.3 send **us** everything requested in writing.
2. **We** may:
 - 2.1 take over any claim or proceedings at any time and conduct them in **your** name;
 - 2.2 negotiate or settle any claim or proceedings on **your** behalf;
 - 2.3 contact **you** direct at any time concerning a claim.
3.
 - 3.1 An **Appointed Lawyer** will be appointed by **us**, representing **you** pursuant to **our** standard terms of appointment;
 - 3.2 The **Appointed Lawyer** will have direct contact with **us** and must co-operate fully with **us** at all times;
 - 3.3 **You** must co-operate fully with the **Appointed Lawyer** and with **us**, keeping **us** informed and attending meetings or hearings as may be required at **your** own expense;
 - 3.4 **You** must give the **Appointed Lawyer** any instructions that **we** request;
 - 3.5 If it becomes necessary to appoint a lawyer to assist **you** before the issue of court proceedings **we** will choose the **Appointed Lawyer**. If by the date when it is necessary to issue court proceedings **we** have not already chosen an **Appointed Lawyer**, **you** can nominate one by sending **us** the name and business address of a suitably qualified person. **We** may choose not to accept **your** nominee unless there are exceptional circumstances. If there is a disagreement over the choice of **Appointed Lawyer** another suitably qualified person can be appointed to decide the issue (see 3.11 below).

- 3.6 **You** must at **our** request instruct the **Appointed Lawyer** to have any **Legal Costs** taxed, assessed or otherwise audited;
- 3.7 **You** must take all necessary steps to assist the recovery of **Legal Costs** from any other party, and pay **us** any **Legal Costs** so recovered;
- 3.8 **We** will not be bound by any undertaking or other promise or assurance **you** may give to the **Appointed Lawyer** or which **you** or the **Appointed Lawyer** give to any other person;
- 3.9 If **you** or the **Appointed Lawyer** terminate their retainer the cover **we** provide will end immediately, though **we** may agree to appoint another **Appointed Lawyer**;
- 3.10 If **you** settle, withdraw or abandon a claim without **our** prior agreement, or fail to give suitable instructions to the **Appointed Lawyer**, the cover **we** provide will end immediately and **we** will be entitled to reclaim from **you** any **Legal Costs** paid by **us**;
- 3.11 If **we** and **you** disagree about the choice of **Appointed Lawyer**, or about the handling of a claim, **we** and **you** can choose another suitably qualified person to decide the matter, agreeing the choice of this person in writing. If this is not possible **we** will ask the President of the relevant national Law Society to nominate a suitably qualified person. The Party whose choice is rejected must pay the costs and fees incurred in resolving the disagreement.
- 4.
- 4.1 **You** must inform **us** of any proposal to settle a claim including any Payment into Court. If **you** reject an offer which **we** consider reasonable **we** may refuse to pay any further **Legal Costs**.
- 4.2 **You** must not negotiate or agree to settle a claim without **our** prior approval.
5. **We** may elect to pay **you** the amount of damages **you** are claiming, instead of starting or continuing a claim.
6. **We** may if **we** see fit require that **you** obtain counsel's opinion

from a barrister agreed by **you** and **us**, as to the merits of a proposed claim or proceedings. **You** will be responsible for the costs of obtaining the opinion, but if this indicates that there are reasonable grounds for the pursuit of a claim or proceedings, **we** will refund Counsel's fees.

7. **We** may cancel this **policy** at any time by giving **you** 21 days' notice in writing.
8. This **policy** shall be voidable in the event of misrepresentation or misdescription in any material fact. If any claim under this **policy** is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this all benefits under this **policy** shall be forfeited.
9. **We** will not pay any claim that is covered under any other **policy** or in respect of which Trade Union cover is in force, or would have been so covered but for this **policy**.
10. If **you** die, **we** will insure **your** personal legal representatives to pursue disputes covered by this **policy** arising from **your** death, providing they keep to the terms of the **policy**.
11. Apart from **us**, only **you** may enforce all or any part of this **policy**, and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the **policy** in relation to any third party right or interest.
12. This insurance is written in English and all communications about it will be in English. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.
13. Any Act of Parliament mentioned in the **policy** includes equivalent laws in the relevant jurisdiction in which any claim arises.
14. If any claim under this **policy** is in any respect dishonest or

if any dishonest means or devices are used by **you** or anyone acting on **your** behalf to obtain any benefit under this **policy**.

Data Protection Act 1998

MotorPlus Limited does not pass any personal data about **you** to any third parties. When **you** apply for insurance and/or make a claim, **you** will be required to disclose relevant personal data about yourself to MotorPlus Limited or their agents, including data which is deemed "sensitive" under the Data Protection Act 1998. **Your** explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when **you** make a claim. Please note that any information that **you** provide to MotorPlus Limited may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by MotorPlus Limited its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.

Making a Claim

To make a claim call **our** Claims Centre on **01603 779 286**.

The Claims Centre is available 24 hours a day, every day.

You can ask for assistance where **you**:

- need temporary transport
- are injured
- have suffered losses which **your** insurer does not refund ("uninsured" losses)

This **policy** can help where **you** have had a motor accident which was not **your** fault.

About MotorPlus ULR Legal Expenses

We are here to help with any motoring accident or emergency.

You can call **us** day or night, all year round.

We also provide telephone information services, which are detailed in this **policy**.

We want **you** to obtain maximum benefit from this **policy**. Please take a few minutes to read through the details and familiarise yourself with the services **we** can offer. If **you** have any queries, please contact **your** insurance provider, who will be happy to assist.

If you have a Motor Accident:

Fortunately motor accidents are rare. However, when they do occur, many people have no idea what to do.

You now have the protection of MotorPlus Legal Expenses.

If an accident occurs:

- write down the details of each vehicle and driver;
- take the names and addresses of any witnesses
- as soon as **you** can, call **us** direct on **01603 779 286**

PLEASE REMEMBER, **we** are here to help: if **you** are not sure what to do, call **us**.

If **your** vehicle is undriveable **we** can make arrangements for it to be towed to a place of **your** choosing.

PLEASE NOTE: **You** will have to pay the towing fees. If the accident was not **your** fault, **we** may be able to recover these costs from the responsible party or their insurers. However, in most cases the insurers will only pay the cost of towing to a repairer nearby.

If the accident was caused by another person, **we** may be able to supply a replacement hire vehicle if **your** own is undriveable.

If **you** have "uninsured losses" (losses which **your** own insurers will not refund **you**, such as lost earnings, **policy** excess or compensation for injuries) then once **your** claim is reported and accepted, **we** will

try to recover these losses for **you** from the person who caused the accident or their insurers.

Claims are normally handled within **our** Claims Centre. **We** may appoint a solicitor to deal with the matter.

To make a claim call the Claims Centre on **01603 779 286** or write to:

MotorPlus, PO Box 141, Norwich NR3 2JJ

We can also arrange for messages to be forwarded to family or friends.

Please contact MotorPlus who will appoint a solicitor from their panel to deal with the claim on **your** behalf and if necessary, arrange for a hire vehicle.

For Legal Advice:

For telephone advice on any personal legal problem in the European Economic Area call **01603 420 033**.

We may monitor or record calls to assist **us** in maintaining **our** high standards.

When calling, please quote Castle Cover.

We will not accept responsibility if the Helpline Service is unavailable for reasons beyond **our** control.

Cancellation Right

See 'Cancellation' on page 15.

Complaints Procedure

See 'How to complain' on page 6.

Compensation Scheme

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the Claim. For claims against insurers, the first £2,000 of an insurance claim is covered in full, plus 90% of the balance. As from 1st January 2010, this will change to 90% of the claim, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit. **You** can get more information about compensation scheme arrangements from the FSCS.

Emergency Breakdown

Your policy schedule will show if you have selected this cover

Britannia Rescue Motor Assistance

(Underwritten by DAS Legal Expenses Insurance Limited)

To make sure **you** get the most from **your** cover, please take time to read the **policy**. It explains the contract between **you** and **us**. **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. If **you** have any questions or would like more information, please contact Castle Cover.

How we can help

We are here to help **you** 24 hours a day, 365 days a year.

In the event of a **breakdown** in the UK, call **our** Motor Assistance helpline on 0800 247 1781.

If section 3 is operative and **you** have a **breakdown** in Europe, call **our** Motor Assistance helpline on +44 1484 477 172.

Please refer to **your schedule** for operative sections.

When calling please provide the following information:

- **Policyholder's** name.
- Registration number of the **vehicle**.
- Make, model and colour of the **vehicle**.
- Nature of the breakdown and location of the **vehicle**.

A Motor Assistance operator will arrange for one of **our** approved agents to come to **your** assistance as quickly as possible.

It is important that **you** contact **our** Motor Assistance centre as soon as possible after the **breakdown**. **We** will not cover any call-out charges and labour costs unless **we** have given **our** agreement.

All telephone calls to **us** are monitored and recorded as part of **our** training and quality assurance programmes.

When we cannot help

Our approved agents cannot work on **your vehicle** if it is unattended. Please do not arrange assistance before **we** have agreed. If **you** do, **we** will not pay the costs involved.

Problems

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Quality Manager at **our** Head Office, who will direct the complaint to the head of the relevant department(s). Details of **our** internal complaint handling procedures are available on request.

Our Head and Registered Office is:

Britannia Rescue, St George's Square, Huddersfield, West Yorkshire, HD1 1JF.

DAS's Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

If **you** are still not happy, **you** can contact the Financial Ombudsman Service at:

South Quay Plaza, 183 Marsh Wall, London E14 9SR.

They can also be contacted by telephone on 0845 080 1800.

Their website is at www.financial-ombudsman.org.uk

Definitions

These definitions replace those found on page 5 in **your policy** and apply only to the Emergency Breakdown section.

We/Us/Our

Britannia Rescue.

DAS

Legal Expenses Insurance Company Limited.

You/Your

The person who has taken out this **policy**.

Insured person(s)

You, and any passenger or driver who is in the **vehicle** with **your** permission at the time of the **breakdown**.

Vehicle

The **vehicle** declared to **us**. Cover extends to include any caravan or trailer attached to the **vehicle** at the time of the **breakdown**. The **vehicle**, excluding any caravan or trailer, must not weigh more than 3.5 tonnes gross **vehicle** mass or be over 5.5 metres (18 feet) in length, or over 2.3 metres (7 feet 6 inches) wide. Any caravan or trailer attached to the **vehicle** must not exceed 7.6 metres (25 feet) in

length and must be fitted with a standard 50mm ball coupling.

Territorial limit. Section 1 & 2

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Section 3

The European Union (other than the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands), Albania, Andorra, Bosnia, Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus)

Breakdown

1. Mechanical or electrical failure; or
2. Accidental damage, or damage caused by vandalism, fire, theft or attempted theft; which stops **your vehicle** moving.

Period of cover

The period for which **we** have agreed to cover **you**.

Cover

You are covered for the assistance services in this **policy** for a maximum of six **breakdowns** during the **period of cover** if **you** have paid **your** premium. **We** agree to provide the assistance services in this **policy** keeping to the terms, conditions and exclusions as long as the **breakdown** happens during the **period of cover** and within the **territorial limit**.

After **we** have dealt with **your** sixth **breakdown**, **your policy** becomes void. In such circumstances or if the service **you** require is not provided for under the terms of this **policy**, **we** will try if **you** wish to arrange it at **your** expense. The terms of any such assistance are a matter for **you** and **your** supplier.

Assistance services under this policy

Section 1

1. Emergency roadside repairs

We will pay the call-out charge and up to one hour's labour costs for one of **our** approved repairs. The **breakdown** must occur at least one mile from **your** home.

2. Vehicle recovery

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

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

3. Emergency message service

We will forward a message to a member of **your** family, friend or work colleague if **you** would like in the event of a claim under this **policy**.

Section 2

1. Home Start

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

2. Getting you to your destination

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

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

b) arrange and pay the cost of hiring a category A vehicle to allow the **insured person(s)** to continue their journey to a destination within the **territorial limit**; 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 £300 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 £300 limit for any one **breakdown**. **You** must send **us** all the relevant invoice(s) before **we** will reimburse **you**.

At all times **we** decide on the best way of providing help.

Section 3 - European Cover

This Section only applies if **your vehicle** is under 10 years old.

The most **we** will pay for all claims arising from any one **breakdown** is £3,000.

1. Emergency roadside repairs

We will pay the call-out charge and up to one hour's labour costs for one of **our** approved agents 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**, **we** will pay for the cost of transporting **your vehicle** and **insured person(s)** to a suitable repairer.

3. Getting you to your destination

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

- a) pay the cost, up to the value of **your vehicle**, of transporting **your vehicle** or **insured person(s)** or both to a destination within the **territorial limit** provided that the **insured person(s)**

are transported to the same destination; or

b) arrange and pay the cost of hiring a replacement vehicle, but the most **we** will pay for any one claim is £750 and any replacement vehicle provided on the European mainland must remain within the **territorial limit** or the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands; 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**.

You must pay the hotel bill, but **we** will pay **you** back on receipt of the relevant bill(s) subject to the £300 limit for any one **breakdown**. **You** must send **us** all the relevant invoice(s) before **we** will reimburse **you**.

At all times **we** decide on the best way of providing help.

What is not covered by this policy

1. The **breakdown** of **your vehicle**:

- within the first 48 hours from the date of **your** application if cover is taken out separately from any other agreement; or
- if it has knowingly been driven in an unsafe or unroadworthy condition; or
- which has resulted from lack of oil, fuel or water; or
- which occurs while **your vehicle** is being used for motor racing, trials or rallying or for hire or reward.

2. The cost of:

- storage charges, **you** will be responsible for any **vehicle** storage

- charges incurred when **you** are using **our** services; or
 - spare or replacement parts, fluids or fuel or any other materials used in repairing **your vehicle**; or
 - any other repairs except those at the scene of the **breakdown**; or
 - replacing a wheel if **your vehicle** does not have a serviceable spare wheel; or
 - replacing broken windows or keys or finding missing keys; or
 - ferry crossings (under sections 1 & 2), parking charges, fines or toll charges.
3. Any charges arising from an **insured person's** failure to comply with **our** instructions in respect of the assistance being provided.
 4. Any costs incurred before **you** have notified **us** of the **breakdown**.
 5. Any **vehicle** which cannot be recovered by a standard trailer or transporter.
 6. The recovery of a caravan or trailer on tow which exceeds 7.6 metres (25 feet) in length or is not fitted with a standard 50mm ball coupling.
 7. **Breakdowns** caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
 8. Apart from **us**, the **insured person** is the only person who may enforce all or any part 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 any third-party rights or interests.

9. Any claim directly or indirectly caused by or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

Conditions

1. An **insured person** must keep to the terms and conditions of this **policy**.
2. At all times during the **period of cover**, the **vehicle** must be maintained in a roadworthy condition and regularly serviced.
3. **We** can cancel this **policy** at any time and **we** will always do so after **we** have dealt with **your** sixth claim in the period of cover. **You** can cancel this **policy** at any time. If the **policy** is cancelled because **we** have covered **you** for six breakdowns in the **period of cover**, **we** or **DAS** will not refund any premium **you** have paid.
4. An **insured person** must be present with the **vehicle** when the approved agent arrives.
5. **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.
6. The transportation of any animal or livestock is undertaken solely at **our** discretion and **we** accept no liability for the safety or welfare of any animal or livestock during its transportation.
7. **We** or **DAS** will not pay for any loss that is not directly covered by the terms and conditions of this **policy**. For example **we** or **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.

8. **We** or **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.
9. This **policy** will be governed by English law

Excess Protect

Your policy schedule will show if you have selected this cover

This insurance **policy** has been arranged by Qdos Broker & Underwriting Services Limited, is administered by MotorPlus Limited (trading as ULR) and is underwritten by UK Underwriting Limited on behalf of:

Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Qdos Broker & Underwriting Services Limited, MotorPlus Limited, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of this **policy**.

Important Information

This is a contract of insurance between **you** and Fortis Insurance Limited. The insurance provided can refund **your excess**, subject to the terms, limits of indemnity, exclusions and conditions contained herein. In respect of an **insured event** which occurs within the **territorial limits** and during the **period of insurance** for which **you** have paid or agreed to pay the premium.

Making a Claim

In the event of a claim please do not appoint **your** own solicitor as this will invalidate the cover provided by this **policy**.

Note that all **claims** must be reported to **us** within 30 days of the date of the **insured event**.

If **you** need to notify a potential claim, please immediately call or email.

Claims may be emailed to claims@ulr.co.uk or notified by telephone on 01603 779286 quoting the reference 'Castle Cover Excess Protect'.

The claims line is open 24 hours a day throughout the year.

If **you** prefer to write, **our** address is Claims Department, MotorPlus Limited, PO Box 141, Norwich NR3 2JJ.

Complaints Procedure

See 'How to complain' on page 6.

Compensation Scheme

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the **claim**. For claims against insurers, the first £2,000 of an insurance claim is covered in full, plus 90% of the balance. As from 1st January 2010, this will change to 90% of the claim, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit. **You** can get more information about compensation scheme arrangements from the FSCS.

This is **your** Excess Protect Policy. Please spend some time reading through the **policy** to ensure that it meets **your** requirements. If there is anything **you** do not understand, please contact **your** insurance broker who will be happy to assist.

Definitions

The words and phrases listed below will have the following meanings:-

Enterprise

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

Excess

The sum that **you** are required to pay under the terms of **your** motor insurance **policy** as a contribution to the **total loss** value or repair cost of the **insured vehicle**, following an **insured event**.

Insured Event

- a) a road traffic accident involving the **insured vehicle** which occurs whilst the **insured vehicle** is being driven by **you** and which renders the **insured vehicle** a total loss; or
- b) a road traffic accident in which the **insured vehicle**, having been lawfully parked by **you**, is rendered a total loss; or
- c) the theft or attempted theft of, or incident of malicious damage to, the **insured vehicle**, as a result of which the **insured vehicle** is rendered a total loss; or
- d) a road traffic accident involving the **insured vehicle** which occurs whilst the **insured vehicle** is being driven by **you** which causes damage to the **insured vehicle**, providing that in **our** absolute discretion **we** determine that such accident was entirely the fault of another identifiable and traceable insured driver; or
- e) a road traffic accident in which the **insured vehicle**, having been lawfully parked by **you**, is damaged providing that in **our** absolute discretion **we** determine that such accident was entirely the fault of another identifiable and traceable driver.

Insured Vehicle

The private car listed in and insured under the Motor Insurance Policy.

Micro-Enterprise

An Enterprise which employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed €2 million.

Motor Insurance Policy

The comprehensive motor **policy** to which this **policy** is annexed and which insures **you** in respect of damage to or loss of the **insured vehicle**.

Period of Insurance

The length of time that the Motor Insurance Policy lasts or 12 months from the date of issue of this **policy**, whichever is the less.

Policy

The contract between **us** and **you**, as set out in this document.

Policyholder

The person who has taken out this **policy**, provided always that they are aged 19 years or over.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including transit by sea, rail or air directly between two of these places.

Total Loss

Damage which in the determination of the underwriters, insurers or administrators of the Motor Insurance Policy renders the **insured vehicle** beyond economic repair

We, Our, Us

UK Underwriting Limited on behalf of Fortis Insurance Limited. UK Underwriting Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer.

You, Your, Yourself

The **policyholder** together with any person aged 19 years or over who is named as a driver under the **policyholder's** motor **policy**.

This Policy Will Cover

The **policyholder** having paid the premium or agreed to pay the premium on the date of inception of this **policy**, **we** agree to provide the **insurance** described below subject to the terms, conditions, limitations and exclusions contained in this **policy**.

Where the **insured vehicle** is involved in an **insured event** which occurs within the **territorial limits** during the **period of insurance**, as a result of which **you** make a claim on the Motor Insurance Policy and the **insured vehicle** is determined to be a **total loss** and **your excess** is deducted from its value, or the **insured vehicle** is repaired and **you** are required to pay a **policy excess**, **we** will pay to **you** the lesser of:

- a) the value of **your excess**; or
- b) the sum of £500.00.

The cover provided under this **policy** will automatically end immediately upon the payment of a claim under section 1 above.

This Policy Will Not Cover

1. Any claim notified more than 30 days after the date of the **insured event**.
2. Any **excess** payable on warranty policies.
3. Any **excess** in respect of any windscreen or glass damage claims.
4. Any **excess** in respect of theft or attempted theft of personal effects.
5. Any **excess** payable under any other section of the Motor Insurance Policy.
6. Any **excess** in respect of a **policyholder** named as a company only and not including the individual person(s) authorised by the company to drive the **insured vehicle**.
7. Any claim arising from war, invasion, other foreign hostility,

civil war, rebellion, revolution, insurrection, terrorism or the usurpation of power.

8. Any claim arising from riot or civil commotion occurring outside Great Britain, the Isle of Man or the Channel Islands.
9. Any claim arising from radiation, radioactivity, explosion, poisoning, pollution, earthquake, flood or hail.
10. Any claim arising from sonic boom or other aerial noise or pressure.
11. Any liability **you** accept by agreement or contract without **our** prior agreement in writing.
12. Any loss destruction or damage that occurs whilst the **insured vehicle** is being used and or driven on any racetrack, circuit or other prepared course.
13. Any **insured event** which occurs whilst the **insured vehicle** is being driven or (if the **insured vehicle** is parked at the time) which occurs after the **insured vehicle** was parked by someone who is under 19 years of age.

General Conditions

1. **We** may take proceedings at **our** expense and in **your** name to recover for **our** benefit the amount of any payment made under this **policy**.
2. If **you** were covered by any other insurance for repayment of **your excess**, **we** will pay a proportionate share of **your** claim.
3. **You** must at all times during the **period of insurance** take all reasonable steps to keep the **insured vehicle** safe, secure and protected from damage, whether wilful or otherwise.
4. **We** can cancel this **policy** by giving **you** at least 7 days notice by recorded delivery letter to **your** last known address.
5. See 'Cancellation' on Page 12 for **your** cancellation rights.
6. If **you** claim under this **policy** knowing that **your** claim is false or fraudulent or misrepresented in any way, the **policy** will be

void and any claim will not be paid.

7. **You** must notify **us** in accordance with the Claims Procedure set out in this **policy**, as soon as reasonably possible after an **insured event**. **We** will not make any payment in respect of any costs, expenses or **excess** incurred before **we** have been notified of **your** claim. The amount **we** will pay **you** will be equal to the **excess** which **you** paid or which was deducted, provided always that:-
 - a) the maximum amount which **we** will pay in respect of any claim will be the value of **your excess** or £500, whichever is the less; and
 - b) **You** have paid the appropriate premium for that level of cover.
8. **We** will not pay for more than one claim in any one calendar year.
9. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

Data Protection Act 1998

MotorPlus Limited does not pass any personal data about **you** to any third parties. When **you** apply for insurance and/or make a claim, **you** will be required to disclose relevant personal data about **yourself** to MotorPlus Limited or their agents, including data which is deemed “sensitive” under the Data Protection Act 1998. **Your** explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when **you** make a claim. Please note that any information that **you** provide to MotorPlus Limited may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by **yourself** will be used by MotorPlus Limited its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any

upgrade to this insurance, handle claims relating to this insurance and prevent fraud.

MotorPlus Limited is authorised and regulated by the Financial Services Authority.

Regulated by the Ministry Of Justice in respect of regulated claims management activities.

Substitute Vehicle

Your policy schedule will show if you have selected this cover

This insurance **policy** has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited (trading as ULR Norwich) and is underwritten by UK Underwriting Limited on behalf of:

Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Qdos Broker & Underwriting Services Limited, Motorplus Limited, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

What is a Substitute Vehicle?

Even if **you** are comprehensively insured, a road accident or the theft of or other damage to **your** vehicle can leave **you** without suitable transport.

Comprehensive insurance may not provide any replacement vehicle in the event that **your** vehicle is written off or stolen and not recovered. Where a vehicle is provided, it will generally be only a small courtesy car provided by the repairer.

How can we help?

The Motorplus Substitute Vehicle scheme can provide a suitable vehicle to keep **you** on the road where **your** own vehicle is written off after an accident, fire, theft, attempted theft or act of vandalism or is stolen and not recovered.

Furthermore, the vehicle provided will be an equivalent vehicle to **your** own (to a maximum of Class B) to enable **you** to continue **your** daily life without unnecessary inconvenience.

Alternatively, **you** can opt for a monetary payment of £150 instead of a vehicle.

Making a Claim

PLEASE REMEMBER THAT OUR CLAIMS CENTRE IS OPEN 24 HOURS A DAY THROUGHOUT THE YEAR.

If **your** vehicle is stolen or involved in an accident, fire or is vandalised, write down as many details as possible including the names and addresses of anyone else involved and any information provided by the police.

Let **us** know the information as soon as possible, by calling **our** Helpline on 01603 779 286.

If we accept **your** claim, **we** will arrange for the delivery to **you** of a suitable **substitute vehicle**, which **you** can use for the period of time described below.

If **your** vehicle was destroyed in circumstances which were not **your** fault, **we** may seek to recover the costs of providing the **substitute vehicle** from the responsible party or their insurers. We would normally do this through **our claims centre**.

Complaints Procedure

See ‘How to complain’ on page 6.

Compensation Scheme

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (“FSCS”). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers, the first £2,000 of an insurance claim is covered in full, plus 90% of the balance. As from 1st January 2010, this will change to 90% of the claim, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit. **You** can get more information about compensation scheme arrangements from the FSCS.

Your policy only covers **you** if **you** have paid **your** premium. **We** agree to provide the cover in this **policy**, keeping to the terms, conditions and exclusions.

Cancellation

See ‘Cancellation’ on Page 15.

Definitions

We, Us, Our

MotorPlus Limited trading as ULR Norwich

You, Your

The person who has taken out this **policy**

Insured Person

You and any other person driving the **insured vehicle** with **your** permission and under the cover of **your** motor insurance providing they satisfy the **hire firm's** standard terms and conditions of hire in force at the date of the **insured incident** and also providing that they are resident within the Territorial Limit.

Underwriters

UK Underwriting Limited on behalf of Fortis Insurance Limited. UK Underwriting Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer.

Insured Vehicle

The vehicle specified in the motor insurance policy issued with this **policy**.

Substitute Vehicle

A replacement car or commercial vehicle selected by **us** and having an equivalent engine capacity to the **insured vehicle** but not exceeding Class B in any event.

Vehicle Hire Costs

The cost of hiring a **substitute vehicle** for one continuous **hire period**

Hire Period

The period from the date a **substitute vehicle** is delivered to **you** until the earliest of the following dates:

- a) the date when **you** receive a cheque in respect of the value of the **insured vehicle**; or
- b) the end of the fourteenth day of hire.

Hire Firm

A member of **our** network of approved motor vehicle hire companies.

Territorial Limit

England, Wales, Scotland, the Isle of Man and the Channel Islands.

Period of Insurance

12 calendar months from the date of inception of this **policy**, or until the next expiry date of the motor insurance **policy** to which this **policy** is annexed, whichever period is the less. In the event of cancellation or non-renewal of that motor insurance **policy**, all cover under this **policy** shall cease.

Written Off

The **insured vehicle** being assessed as being damaged beyond the

point where it would be economical to fund its repair. In the event that the **insured person** is comprehensively insured, such assessment must be made by their motor insurers. In the event that the **insured person's** motor insurance is not comprehensive, such assessment will be made by **us** or (if the **insured person** is not responsible for the accident) by the insurers of the party responsible for the accident.

Insured Incident

Either:

- a) the theft of the **insured vehicle** providing the **insured vehicle** remains unrecovered; or
- b) an accident, fire or act of malicious damage, theft or attempted theft involving the **insured vehicle** which causes the **insured vehicle** to be **written off**.

Enterprise

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

Micro-Enterprise

An Enterprise which employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed €2 million.

This Policy Will Cover

1. Where the **insured vehicle** has been **written off** or remains unrecovered as a result of an **insured incident** arising within the Territorial Limit during the **period of insurance**, subject to the Terms and Conditions **we** will arrange for the supply to **you** of a **substitute vehicle** for the duration of the **hire period** and **we** will pay the **vehicle hire costs** provided that the hire has been arranged by **us** through a **hire firm**. where **you** notify **us** at the time that **you** report an **insured incident** to **us** that **you** wish to opt for an alternative cash payment, **we** will

pay to **you** the sum of £150

2. The **substitute vehicle** will be delivered to **you** as soon as is practically possible and in any event within one working day of **your** report of an **insured incident** to **us**.
3. **You** may ask for the **substitute vehicle** to be delivered to **you** at any convenient place within the Territorial Limit.
4. If at the time that **you** report the **insured incident** to **us**, **you** advise **us** that **you** wish to opt for a monetary payment as an alternative to **your** entitlement to a **substitute vehicle**, **we** will arrange to pay to send **you** a cheque for £150.

This Policy Will Not Cover

1. **We** will not pay **vehicle hire costs** for claims arising out of more than one **insured incident** in any one **period of insurance**.
2. **We** will not be able to supply a **substitute vehicle** to any person who does not meet the **hire firm's** standard terms and conditions of hire in force at the date when **you** report the **insured incident** to **us**.
3. **We** will not pay **vehicle hire costs** incurred before **our** written acceptance of a claim or where the **insured person** arranges their own hire.
4. **We** will not supply a **substitute vehicle** if **you** are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader unless the **substitute vehicle** is used solely for **your** personal use.
5. **We** will not supply a **substitute vehicle** where the **insured vehicle** is used for racing, rallies or competitions.
6. **We** will not supply a **substitute vehicle** where there is any allegation that the **insured incident** arose at a time when the **insured person** had consumed alcohol or illegal drugs.

7. **We** will not supply a **substitute vehicle** where as a result of the incident **you** report to **us**, the **insured vehicle** is neither **written off** nor unrecovered as the case may be.

General Conditions and Exclusions

1. In the event of the theft of the **insured vehicle**, or any other **insured incident** which is or may arise from a criminal act, **you** must, when reporting to **us**, provide **us** with the name, address and telephone number of the police station to which the crime has been reported and supply the crime reference number which has been allocated by the police.
2. The **insured incident** must be reported to **us** within 48 hours of occurrence and must be subject to a claim under the **insured person's** own motor **policy**.
3. The **insured person** must abide by the **hire firm's** terms and conditions of hire at all times during the **hire period**.
4. The **insured person** must pay the insurance excess arising on any claim relating to the **substitute vehicle** which arises during the **hire period**, or pay a collision damage waiver. Full details of this will be made available before hire commences.
5. **We** will select a **hire firm** for **you**, and arrange for them to supply a **substitute vehicle** suitable for **your** needs.
6. The **insured person** must agree to **our** trying to recover the **vehicle hire costs** in his or her name from any third party from whom they may be recoverable, including if necessary by issuing and pursuing civil legal proceedings, or including the **vehicle hire costs** in any claim for other losses being pursued in the name of the **insured person**.
7. **We** can take over and conduct such a claim and/or proceedings in the **insured person's** name at any time.

8. **We** can negotiate any such claim on behalf of an **insured person**.
9. If **you** opt to receive a monetary payment **you** will not be entitled to claim for the provision of a **substitute vehicle** or any other benefit which this **policy** may provide. The monetary payment will constitute the conclusion of **your** claim, and **you** will not be entitled to make any further claim under this **policy** whether arising from the same **insured incident** or not.
10. **We** can cancel this **policy** at any time as long as **we** tell **you** at least 21 days beforehand. **You** can cancel this **policy** at any time as long as **you** tell **us** at least 21 days beforehand. If **you** cancel within the first 14 days of the **policy** (or within 14 days of **you** receiving the insurance documents if later) any refund of premium will be at **our** discretion.
11. This **policy** is written in English.
12. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

Data Protection Act 1998

MotorPlus Limited does not pass any personal data about **you** to any third parties. When **you** apply for insurance and/or make a claim, **you** will be required to disclose relevant personal data about yourself to MotorPlus Limited or their agents, including data which is deemed “sensitive” under the Data Protection Act 1998. **Your** explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when **you** make a claim. Please note that any information that **you** provide to MotorPlus Limited may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by MotorPlus Limited its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.

Accident & Incapacity Cash Plan

Your policy schedule will show if you have selected this cover.

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Motorplus Limited, Qdos Broker & Underwriting Services Limited, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in the Policy.

Accident

Any **bodily injury** which is caused by a sudden, unexpected specific event occurring within the **territorial limits** during the **period of insurance**.

Bodily injury

A physical injury incurred during the **period of insurance**, resulting solely and independently from an **accident** which within 12 months from the date of the **accident** results in the **insured person's** death or disability.

Enterprise

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities and partnerships or associations regularly engaged in an economic activity.

Home

The **insured person's** only or principal residence together with its immediate gardens or domestic park, situated within the **territorial limits**.

Insurance policy

The motor or buildings and/or contents insurance policy which has been issued to the **policyholder** and to which this Policy is annexed.

Incapacitated

Rendered unable to carry out day-to-day activities without assistance, as certified by your general practitioner.

Insured person

You and any member of **your** family who reside with **you** in **your home** and have your permission to make a claim.

Insurer

UK Underwriting Limited on behalf of Fortis Insurance Limited. UK Underwriting Limited are an insurers' agent and in the matters of a **claim** act on behalf of the **insurer**.

Loss of limb(s)

The loss of a hand or foot by physical severance or total **loss of use** of an entire hand or foot.

Loss of sight

The permanent and total **loss of sight** which is considered as having happened when:

- in both eyes, if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- in one eye if, after correction, the degree of sight an **insured person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

Loss of speech

The total and permanent loss of ability to communicate verbally.

Loss of use

The total and irrecoverable **loss of use** where the loss is continuous for 12 months and such loss of is deemed permanent and beyond possibility of improvement.

Micro-Enterprise

An **enterprise** which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million.

Motorplus Limited/Administrator

Motorplus Limited, Kircam House, Whiffler Road, Norwich, NR3 2AL, an insurance intermediary who has been given authorisation by the **insurer** to issue this insurance cover and manage claims on behalf of the **insurer**.

Period of insurance

The unexpired time left to run on the **insurance policy** or twelve calendar months, whichever is lesser.

Permanent total disablement

Disablement which entirely prevents an **insured person** from working in any business or occupation of any and every kind and which after a period of 12 months from the date of disablement, is in the opinion of a medical referee, shows no sign of ever improving.

Policyholder/You/Your

The individual named on the **insurance policy** who has paid the appropriate premium.

Qdos

Qdos Broker & Underwriting Services Limited, an insurance intermediary who has been delegated the authority to bind cover and manage claims on behalf of the **insurer**.

Sum insured

The maximum amount the **insurer** will pay in the event of a claim made against this policy, as specified within this document under the section titled This Policy Will Cover.

Territorial limits

The world.

This document forms a legally binding contract of insurance between

you and us. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission.

The contract is based on the information you provided in your proposal for insurance. The insurance provided by this document covers death or disability that occurs during any period of insurance for which you have paid, or agreed to pay the premium. The insurance is provided under the terms and conditions contained in this document.

This Policy Will Cover

Provided that:

1. the **insured person** has not attained 90 years of age; and,
 2. the **insured person** is normally resident in the United Kingdom, the Isle of Man or the Channel Islands;
- A. the **insurer** will pay up to **the sum insured** shown if an **insured person** suffers loss, damage, death or **bodily injury** whilst within the **territorial limits** during the **period of insurance**.

This insurance runs concurrently with your **insurance policy**. In the event of cancellation or non-renewal of that **insurance policy** all cover under this insurance shall cease.

1. Accidental Death	£100,000
2. Loss of sight in one or both eyes	£25,000
3. Loss of one or more limb(s)	£25,000
4. Permanent total loss of speech	£25,000
5. Permanent total loss of hearing	
- in one ear	£7,500
- in both ears	£25,000
6. Permanent total disability	£50,000

If the **insured person** is under 16 years of age the benefit under Item 1. Accidental Death is limited to £2,500.

and

B. If as a result of an **accident**, an **insured person** is certified by a General Practitioner to be **incapacitated**, the **insurer** will pay to **the insured person** a sum equivalent to £200 for each complete week that they remain **incapacitated**, to a maximum of 3 months in order to assist with incidental expenses.

The maximum accumulation limit for any one **accident** (including both A and B above) shall be £100,000.

General Exclusions

The **insurer** will not be liable for any claim:

1. where **bodily injury** arises from commercial, occupational, trade or business purposes.
2. where the **insured person** commits or attempts to commit suicide or intentionally inflicts self-injury, while sane or insane.
3. due to war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, terrorist activity, insurrection or usurped power (except where we need to provide cover to meet the minimum insurance required by the relevant law).
4. due to radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
5. due to deliberate exposure to exceptional danger (except in an attempt to save human life), or the **insured person's** own criminal act, or due to alcohol or drugs.
6. due to provoked assault or fighting (except in bona fide self defence).
7. due to any matrimonial or family dispute.
8. arising from physical or mental conditions or disabilities of a recurring

or chronic nature from which the **insured person** or any member of their family suffered and was known to suffer before this insurance started.

Conditions

1. Claims

When a claim or possible claim occurs, **you** or an **insured person** must notify Motorplus Limited as soon as possible. **You** or the **insured person** must seek and follow advice from a registered medical practitioner, and have any medical examination that Motorplus Limited requests. If an **insured person** dies, Motorplus Limited will be entitled to ask for, at their expense, a post-mortem examination. **You** or any **insured person** must provide (at **your** or their own expense) any documents, information and evidence Motorplus Limited requires. The **insurer** will only pay compensation to the **insured person** or his representatives, if all medical records, notes, post-mortem examination report and correspondence about the claim or related pre-existing conditions are made available on request to **us** or a medical adviser appointed by **us**.

Please see section 'Making a Claim' for contact details.

2. Fraudulent claims

If a claim is made which **you** or an **insured person**, or anyone acting on **your** or their behalf, knows is false, fraudulent or exaggerated, the **insurer** will not pay the claim and cover under this insurance will end without any return of premium.

3. Aggravated Physical Disability

If the consequence of an injury is aggravated by a physical disability or condition of an **insured person** which existed before the **accident** occurred, the amount of any compensation payable under this insurance in respect of the consequences of the **accident** shall be the amount which is reasonably considered would have been payable if such consequences had not been so aggravated.

4. Cooling Off Period and Cancellation

See 'Cancellation' on Page 15.

5. Governing Law

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales. This insurance is written in English and all communications about it will be in English.

Making a Claim

Claims should be made by contacting the Advice Line, as soon as is reasonably practical.

Tel: 01603 779250

You must report any claim as soon as possible. **You** may be asked to complete a claim form or forward further information where this will expedite prompt handling of the claim.

Complaints

See 'How to complain' on page 6.

Compensation Scheme

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the Claim. For claims against insurers, the first 90% of the claim is covered. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim. *You* can get more information about compensation scheme arrangements from the FSCS.

Data Protection Act 1998

Motorplus Ltd comply with the Data Protection Act 1998. We take **your** privacy very seriously. We will use **your** personal information to provide **you** with the services, products or information, for administration purposes for any matters arising from this policy. We may need to share **your** information with our service providers, associated organisations and agents for these purposes. Despite any changes we make to this privacy statement we will always use **your** personal data for the purposes we outline in this statement and in accordance with the Data Protection Act 1998 unless we are advised otherwise.

Motorplus Limited is authorised and regulated by the Financial Services Authority.

Regulated by the Ministry Of Justice in respect of regulated claims management activities.

