

**CASTLE  
COVER**



**Car Insurance  
Policy Booklet**

[www.castlecover.co.uk](http://www.castlecover.co.uk)

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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 <b>0345 840 0090</b> or Europe +441242 715927
Windscreen Claims Number	Please telephone <b>0345 840 0093</b>
Legal Expenses Claims Number	Please telephone <b>0345 840 0094</b>
Emergency Breakdown UK Claims Number	Please telephone <b>0800 952 3184</b>
Emergency Breakdown European Claims Number	Please telephone <b>+44 (0) 1206 812705</b>
Excess Protect Claims Number	Please telephone <b>0345 125 2404</b>
Substitute Vehicle Claims Number	Please telephone <b>0345 840 0091</b>
Key Cover Claims Number	Please telephone <b>0345 125 2441</b>

## Welcome to Castle Cover

### Thank you for choosing Castle Cover for your car insurance

This policy wording explains your 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 is a trading name of Ageas Retail Limited which is authorised and regulated by the Financial Conduct Authority. Their Financial Conduct Authority register number is 312468. This can be checked on the FCA register by visiting the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768. The policy schedule/statement of fact and any endorsements are all part of the policy. Your policy is evidence of that contract. You should read it carefully and keep it in a safe place.

### Your car insurance policy

This contract of insurance (**policy**) is 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.

This insurance **policy** is based on information **you** gave Castle Cover either on-line or during a telephone conversation (and which is shown in a statement of insurance or statement of fact) and any other information **you** provided.

**Important notice** - **you** are required by the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions on the proposal form or asked during a telephone conversation (or those declared on the statement of insurance or statement of fact) and to make sure that all information supplied is true. **Failure to supply accurate and complete information may mean that your policy is invalid and that it will not operate in the event of a claim.**

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

To make sure that **you** get the most out of **your policy**, please take time to read the documentation sent to **you** (this includes the **policy**, the **certificate of insurance** and the **policy schedule/statement of fact**), which explains the **policy** between **you** and us.

**Your** attention is drawn to the complaints procedure on page 7.

### The law applicable to this policy

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

- a) **You** and Castle Cover 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.

**Please be aware that all references to ‘us’, ‘we’ and ‘our’ in the following section only, refer to Castle Cover, your insurer Ageas Insurance Limited and any other insurer providing optional cover products.**

## Your information and what we do with it – Putting your mind at rest

You trust us to look after your personal information when you buy our products and we know we have a responsibility to protect this information. The details provided here are a summary of how we collect, use, share, transfer and store your information.

For full details of our Privacy Notice, please go to [castlecover.co.uk/privacy-policy](http://castlecover.co.uk/privacy-policy) or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

## Collecting your information

We collect a variety of information about you, such as:

- your name, address, contact details and date of birth
- information about what and/or who you want to insure, such as vehicle details, named drivers, travel details and companions
- your claims and credit history
- any criminal offences
- information about your use of our website such as your IP address which is a unique number identifying your computer
- special categories of personal information (previously known as ‘sensitive personal information’), such as details regarding your health.

This information is necessary for us to be able to provide you with a quotation and/or policy.

We also use a number of different sources to collect this information from, including:

- you or someone connected with you, as well as publically available sources of information like social media and networking
- third parties’ databases that have been made available to the insurance industry, as well as where you have given your permission to share information with third parties like us
- price comparison websites, if you have used them to obtain a quotation for a policy.

## Using your information

We use your personal information and/or special categories of personal information to not only provide you with our products and services, but to better understand and predict your needs and preferences, so that we can continue to improve our products and

services to give you insurance that is right for you. These uses include:

- providing you with services relating to an insurance quotation or policy, for example
  - assessing your insurance application and arranging your insurance policy including checking databases showing no claims discount entitlement and driving licence records
  - managing your insurance policy including claims handling and issuing policy documentation to you.

Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.

- where we believe we have a justifiable reason to do so, such as
  - keeping information about your current and past policies
  - preventing and detecting fraud, financial crime and anti-money laundering
  - carrying out processes such as research and analysis which may include computerised processes that profile you
  - providing sales information to third parties (for example price comparison websites) so that we fulfil our legal obligations to them
  - recording and monitoring calls for training purposes
  - contacting you if you fail to complete an online quotation to see if we can offer you any help with this.

Please note that if you have given us information about someone connected to you, you would have confirmed that you have their permission to do so.

## How we contact you about our products and services

We may contact you via post, email, SMS, telephone and/or digital methods like social media and online advertising, unless you have said you do not want us to, in order to let you know about our products and/or services which may relate to your general insurance needs. To assist us with this, we may also use and/or share your information with carefully selected third party databases which, when combined with the information you have given us, helps us to know what products and/or services may be of interest to you. Where products or services are not similar or where we have not contacted you for some time since you last obtained a quotation, product or service from us, then we will ask your permission to contact you about these.

We may also use our carefully selected business partners to supply our promotional offers to you and manage those offers on our behalf.

Should you no longer want us to contact you about our other products and services, just let us know by either:

- writing to our Data Protection Officer at the address on the previous page or
- calling us – 0800 519 1020

## Use of your personal information when using our websites and email communications

When you visit one of our websites we may collect information which includes your email and/or IP address. We may also use cookies and/or pixel tags on some pages of our website. Useful information about cookies, including how to remove them, can be found on our website.

## Sharing your information

We share your information with a number of different organisations such as:

- other companies or brands within the Ageas group
- other insurers, business partners, agents or carefully selected third

parties providing a service to us or on our behalf

- organisations that have a specific role laid out in law such as statutory bodies, regulatory authorities and other authorised bodies or where we have a duty to or are permitted to disclose your personal information to them by law
- fraud prevention and credit reference agencies
- third parties we use to recover money you may owe us or to whom we may sell your debt
- other companies when we are trialling their products and services which we consider may improve our services to you or our business processes.

Unless required to by law, we would never share your personal data without the appropriate and necessary care and safeguards being in place.

### Keeping your information

We will keep your information only for as long as is reasonably necessary to provide our products and services to you and to fulfil our legal and regulatory obligations. Please see our full privacy notice on our website for more details.

### Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We or our service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store your information) to which foreign law enforcement agencies may have the power to access. However, we will not transfer your information outside the EEA unless it is to a country which is considered to have sound data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

### Dealing with others acting on your behalf

We will deal with individuals you nominate, including third parties

we reasonably believe to be acting on your behalf providing they are able to answer our security questions. For your protection though, we will need to speak to you, your legal representative, someone that you have specifically given us permission to speak to or a power of attorney should you want to change your contact address or policy coverage or cancel your policy.

### Your rights

You have a number of rights in relation to the information we hold about you, including:

- asking for access to and a copy of your personal information
- asking us to correct, delete or restrict or you can object to the use of your personal information
- withdrawing any previously provided permission for us to use your personal information
- complaining to the Information Commissioner's Office at any time if you object to the way we use your personal information.

Please note that there are times when we will not be able to delete your information, such as where we have to fulfil our legal and regulatory obligations or where there is a minimum statutory period of time for which we have to keep your information. If this is the case, then we will let you know our reasons.

## Definitions

**These definitions do not apply to Legal Expenses, Emergency Breakdown, Excess Protect or Substitute Vehicle where separate definitions apply.**

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

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## 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.

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## Certificate of insurance

Evidence of **your car** insurance.

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## Endorsement

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

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## Excess

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

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## 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.

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## 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.

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## Period of insurance

The dates shown in the **policy schedule/statement of fact**.

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## Personal belongings

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

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## Policy schedule/statement of fact

The attached **policy schedule/statement of fact** which forms part of this **policy**. Please read it carefully as it defines the cover you have

under this policy.

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## 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.

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## We/Us/Our

The authorised insurer shown on the **policy schedule/statement of fact**.

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## You/Your

The **policyholder** named in the **policy schedule/statement of fact**.

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## Your car/Your cars

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

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# How to make a complaint

**This section applies to any complaints relating to the service provided by Castle Cover and Ageas your motor insurance provider only. For full details on making a complaint relating to any optional product which you have selected to cover under this policy, please refer to the relevant pages within this book.**

If **you** have cause for complaint, it is important **you** know that Castle Cover and Ageas **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.

### **If your complaint concerns the service at Castle Cover**

If **you** wish to make a complaint about the service provided by Castle Cover in relation to **your** motor policy (including information or documentation issued to you), please contact them, quoting our reference number, as follows:

By phone: 0800 519 1020

#### **In writing:**

The Customer Relations Manager  
Castle Cover  
Deansleigh House  
Deansleigh Road

Bournemouth BH7 7DU

By e-mail: [customerrelations@castlecover.co.uk](mailto:customerrelations@castlecover.co.uk)

Castle Cover will try to resolve your complaint within three working days and send you a summary resolution letter. If that is not possible, they will be in contact with you within five working days of receiving your complaint to advise what they are doing to resolve the problem and the timeframe by which you can expect a final response.

### **If your complaint concerns the service provided by Ageas your motor insurer**

If **your** complaint is about the service provided by Ageas **your** insurer (including complaints about service or the amount offered in settlement of a claim), **you** should contact Ageas **your** motor insurer as follows:

- **Ageas**  
If **your** complaint is specifically in relation to a claim, please contact the number provided to **you** on your claims documentation, or please write to:

Customer Services Adviser  
Ageas Insurance Limited  
Ageas House  
Hampshire Corporate Park

Templars Way  
Eastleigh  
Hampshire  
SO53 3YA

Or email: [www.ageas.co.uk/complaints](http://www.ageas.co.uk/complaints)

## **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.

### **If your complaint cannot be resolved**

If you are not satisfied with either the summary resolution or final response letter from Castle Cover, you have the right to refer your complaint to the Financial Ombudsman Service, free of charge, but you must do so within six months of the date of the summary resolution or final resolution letter. Referral to the Ombudsman does not affect your right to take legal action. You can contact them as follows:

#### **In writing:**

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Tel: 0800 023 4567

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Please note that if you do not refer your complaint within the six months, the Ombudsman will not have Castle Cover's permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay

was as a result of exceptional circumstances.

## 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 independent Financial Services Compensation Scheme (FSCS). The level of compensation differs depending on the type of cover:

Compulsory insurance, (e.g. injury caused to innocent persons), 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

10th floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Telephone: 0207 741 4100 or email: enquiries@fscs.org.uk

## Policy cover

All parts/sections of the **policy** apply except where 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 costs of protecting **your car** and taking it to **our** nearest approved repairer, using the most practical and cost effective method. After the repair, **we** will pay the cost of delivering **your car** to **your** address in the **territorial limits**, using the most practical and cost effective method.

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**.

## Courtesy Car

To keep you mobile you will be offered a small courtesy car while yours is being repaired. Once we have decided that your car can be economically repaired:

- If it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take.

- If your car can still be legally driven (in other words it is roadworthy) we will deliver the courtesy car when your car is collected for repairs.

While you have the courtesy car you will be liable to pay fines for any parking or driving offences or congestion charges and any additional costs for any non-payment of these charges. You may be asked to produce an appropriate credit or debit card to the approved repairer to cover these costs.

This cover only applies if the incident occurred in the United Kingdom, Isle of Man or the Channel islands and is only available if our approved repairer service is used.

## 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 policy schedule/statement of fact**, 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 **policy schedule/statement of fact**.

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/statement of fact** 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/ statement of fact**, 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 any other country which has agreed to follow Article (8) of the EC Directive 2009/103/EC relating to civil liabilities. For further information, please see the reverse of your Motor Insurance Certificate.

In addition to this minimum cover, **we** will also extend the cover to that shown in **your policy schedule/statement of fact** 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.

	<b>You</b> and members of <b>your</b> family normally living with <b>you</b> (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

## 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**

## 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.

If you make a claim following an accident with an uninsured driver, you will not lose your no claim discount or have to pay any excess, provided that:

- The insurer can establish that the accident is not your fault and the driver of the other vehicle is not insured;
- You give the insurer the other vehicle's make, model and valid registration number.
- It will help us to confirm who is at fault if you can supply the name and addresses of any independent witnesses, if available.
- If possible you should also supply the name and address of the person driving the other vehicle.
- When you claim you may have to pay your excess and may also temporarily lose your no claim discount.
- If subsequently the Insurer is satisfied that the accident was not your fault, they will repay your excess, reinstate your no claim discount and refund any premium which may be due to you.

## IMPORTANT – About Your No Claims Discount

If we have asked **you** to provide proof of **your** no claims discount, **you** must provide us with written confirmation of your entitlement to the number of years discount **you** disclosed within 10 days. If we do not hear from **you** or receive **your** proof we will send notification that we will cancel **your** policy and **you** will be charged an administration charge.

## Protected no claims discount

If **your policy schedule/statement of fact** shows **you** have this cover, **your** no claims discount will apply unless **you** make more than two claims in three continuous periods of cover (this does not include

claims that do not affect your NCD - see previous section). Then your no claims discount will no longer be protected and will be reduced (or removed) as outlined in the no claims discount section.

The protection provided under this section only applies to your no claims discount. It does not protect your premium and you may have to pay a higher premium or excess if any claims are made.

## 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

This section applies to your motor insurance only. For terms relating to any additional optional covers, please refer to the appropriate sections.

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. (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. Cancelling your policy

**This section applies to your motor insurance only. For terms relating to any additional optional covers, please refer to the appropriate section.**

- **You** have 14 days from when **you** receive **your** policy documents or the purchase date of your policy, whichever is later, to telephone or write to **Castle Cover** at the address shown below if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel your policy and cover has not started **Castle Cover** will refund any premium paid. If **you** cancel **your** policy and cover has started as long as **you** have not made a claim and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, **you** will be charged a proportion of **your** premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund. If **you** do not cancel **your** policy during the cooling-off period, it will remain in force and **you** will be required to pay the premium for the **period of insurance**.
  - **You** may cancel **your** policy any time after the cooling-off period by telephoning or writing to **Castle Cover** at the address shown below. As long as **you** have not made a claim and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim **you** will be charged a proportion of your premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund.
- We** and **Castle Cover** have the right to cancel this policy at any time by sending **you** seven days' notice where there is a valid reason for doing so and will set out the reason for cancellation in the notice. Valid reasons include but will not be limited to those listed below;
- Changes to the information detailed on **your** proposal, statement of insurance or statement of fact, **policy schedule/statement of fact** or **Certificate of motor insurance** which result in the risk of providing cover to **you** no longer being acceptable to **us**.
  - Where the circumstances of a new claim, or an incident **we** or **Castle Cover** have become aware of mean that **we** no longer wish to provide cover.
  - Where a fraudulent claim has been submitted or **we** suspect fraud on this or any other policy **you** have with **us**.
  - Where **you**, a person acting on **your** behalf, or any person covered to drive **the car** uses threatening, intimidating or abusive behaviour or language towards **our** or **Castle Cover** staff, suppliers or agents acting on our behalf.
  - Where any person claiming cover under this policy fails to provide **us** or **Castle Cover** with any reasonable information or documents (such as no claims bonus) **we** or **Castle Cover** ask for. (Notice will be sent to **you** allowing **you** an opportunity to rectify the situation by providing **us** or **Castle Cover** with the information or documents).
  - Where **you** or anyone acting on **your** behalf failed to take reasonable care to provide **us** or **Castle Cover** with accurate information when **you** took out, renewed or asked for changes to be made to **your** policy in circumstances where **we** would not be able to (or have chosen not to) treat **your** policy as if it did not exist in accordance with General condition 5, but where **we** nevertheless no longer wish to provide cover going forwards.
  - Where **Castle Cover** is unable to collect a premium payment due to insufficient funds in the account **you** have nominated to pay from. (Notice will be sent to **you** allowing **you** an opportunity to rectify the situation and confirming that a second attempt to collect the payment will be made).
  - Where **Castle Cover** is unable to collect a premium payment due to

a Direct Debit Instruction being cancelled. (Notice will be sent to **you** allowing **you** an opportunity to rectify the situation by paying the full outstanding premium).

As long as **you** have not made a claim and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim **you** will be charged a proportion of your premium to reflect the time that **you** were covered under **your** policy. If any claim has been made or anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

## 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** any time if **we** ask you to do this.

## 3. Accuracy of Information

It is **your** responsibility to take care to give **us** complete and accurate information when **you** take out **your** insurance policy, throughout the life of **your policy** and when **you** renew **your** insurance **policy** and to make sure that all the information supplied is true.

**We** will only provide the insurance described in this **policy** if the information **you** have given **us** is complete and accurate and 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** during the period of insurance, **you** will incur an administration charge. **You** must tell Castle Castle about any changes which may affect this insurance and in particular any of the following.

Please note, this is not an exhaustive list:

- 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).
- Motoring convictions (including fixed penalties and driving licence endorsements) for anyone insured under this **policy**.
- Criminal convictions for anyone insured under this **policy**.
- **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.

Failure to tell Castle Cover about these changes or any changes to the information detailed on **your** statement of fact, **policy schedule/statement of fact** or **certificate of insurance**, could result in **your policy** being voided (as if the **policy** never existed) and **we** may not pay **your** claim.

Castle Cover will inform **you** of any changes in premium or terms.

## 6. Protection against fraud and misrepresentation

Fraud and misrepresentation have an impact on both us and our customers, so we take certain measures to prevent them.

### Misrepresentation

We would class a deliberate or reckless misrepresentation as a person or anyone acting on their behalf knowingly, or without care:

- Providing answers to our questions which are dishonest, inaccurate or misleadingly incomplete; or
- Misleading us in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium

### Fraud

A person is committing claims fraud if they or anyone acting on their behalf knowingly:

- Make a fraudulent or false claim in full or in part:

- by providing false information in order to influence us to accept a claim;
- by exaggerating the amount of the claim; or
- by supplying false or invalid documents in support of a claim.

How we deal with fraud and misrepresentation to protect us and our customers

If we find that a deliberate or reckless misrepresentation has been committed we will have the right to:

- void your policy without refund (treat it as if it never existed) and refuse to pay any claim. We will also cancel including all other policies which you have with us, and apply a cancellation charge.

If we find that any form of claims fraud has been committed we will have the right to:

- refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated
- recover any costs incurred by us, including investigation and legal costs

In addition, we may:

- inform the police, which could result in prosecution
- inform other organisations as well as anti-fraud databases

## Claims conditions

**This section applies to your motor insurance only. For terms relating to any additional optional covers, please refer to the appropriate sections.**

**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 as soon as possible 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/statement of fact** 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 as soon as possible 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** as soon as possible 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/statement of fact**.

## Endorsements

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

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

### Endorsement I: Security Devices

**Your** insurer will not pay for any loss or damage if any security or tracking device fitted to the car has not been set or is not in full working order, or the network subscription for the maintenance contract of any tracking device is not current.

### Endorsement Y: Introductory No-Claim Discount

**Your** insurer will not pay for any claim when the car is being driven by, or is in the charge of:

- Anyone who is under 25 years old, or
- Anyone who does not hold a full driving licence to drive the car, issued in the United Kingdom, the Isle of Man, the Channel Islands, or the European Union unless **you** have sent their details to **your**

insurer and they have accepted them in writing.

### **Endorsement Z: Any Driver – Drivers Under 30**

For 'any driver' cover, **your** insurer will not pay for any claims when the car is being driven by, or is in the charge of, anyone who is under 30 years old, unless **you** have sent their details to **your** insurer and they have accepted them in writing.

## Legal Expenses (Optional)

**Your policy schedule/statement of fact** will show if **you** have selected this cover

### **Legal expenses policy wording**

This insurance policy is managed and provided by Arc Legal Assistance Limited and is underwritten by Ageas Insurance Limited, on whose behalf **we** act.

The insurance covers **advisers' costs** and other costs and expenses as detailed under the separate sections of cover, up to the **limit of indemnity** which is £100,000 where:

- a) The insured incident takes place within the **insured period** and within the territorial limits, and
- b) The legal action takes place in the **territorial limits**.
- c) Where there is reasonable prospects of success (see page 25 for more information).

Once **your** claim has been accepted, **we** will appoint one of **our** panel of solicitors, or their agents, to handle **your** case. Should **you** wish to appoint **your** own **adviser**, **you** can only do so once court proceedings are issued or a **conflict of interest** arises and **you** must obtain approval from **us** before proceeding. If **you** do not obtain **our** approval **your** claim will be rejected. Where **we** agree to **your** own choice of **adviser** **you** will be liable to pay any **advisers'**

**costs** over and above **our standard advisers' costs**.

Please note that at any time **we** may form the view that **you** do not have more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Further details about this are set out in this policy wording.

## Definitions

Throughout this section, your legal expenses policy has certain words and phrases, which have special meanings and these are explained below:

**Action** - The pursuit of civil proceedings and appeals against judgement following a **road traffic accident**; the pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the **vehicle**; the defence of criminal motoring prosecutions in relation to the **vehicle** and the defence of civil legal cases and criminal prosecutions in relation to **vehicle** cloning.

**Adviser** - Ageas Law LLP or one of **our** other specialist panel of solicitors or their agents appointed by **us** to act for **you**, or, where agreed by **us**, another legal representative nominated by **you**.

**Advisers' costs** - Reasonable legal and accountancy fees and costs incurred by the **adviser**. Third party's costs shall be covered if awarded against **you**.

**Conditional fee agreement** - An agreement between you and the **adviser** or between **us** and the **adviser** which sets out the terms under which the **adviser** will charge **you** or **us** for their own fees.

**Conflict of interest** - There is a **conflict of interest** if **we** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

**Insured incident** - The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured incident** shall be deemed to have arisen from all causes of **action**,

incidents or events that are related by cause or by time.

**Insured period** - The period of insurance declared to **us** by Castle Cover.

**Limit of indemnity** - The maximum amount payable in respect of an **insured incident**.

**Road traffic accident** - A traffic accident in the **territorial limits** involving the insured **vehicle** occurring during the **insured period** on a public highway or on a private road or other public place for which **you** are not at fault and for which another known insured party is at fault.

**Standard advisers' costs** - The level of **advisers' costs** that would normally be incurred by **underwriters** in using a nominated **adviser** of **our** choice.

#### **Territorial limits**

- Uninsured loss recovery and personal injury: The European Union.
- All other areas of cover: Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

**Underwriters** - Ageas Insurance Limited.

**Vehicle** - The **vehicle** declared to **us** including a caravan or trailer whilst attached to it.

**We/us/our** - Arc Legal Assistance Ltd.

**You/your** - The person responsible for insuring the **vehicle** declared to **us**. This is extended to include the authorised driver and passengers for uninsured loss recovery and personal injury.

## How to make a claim

**You** should call 0345 840 0094 and quote "Castle Cover Legal" to obtain advice and request a claim form. Upon return of a completed claim form **we** will assess the claim, and if covered send details to the **adviser** who will then contact **you** to discuss any

assistance **you** require (including a claim in relation to a hire car or **vehicle** repairs).

Unless a **conflict of interest** arises **you** are not covered for legal fees incurred before court proceedings are issued, unless **you** use **our** panel of solicitors or their agents which **we** will appoint to act for **you**.

## What is covered

### Personal Injury

#### **What is insured**

**You** are covered for Advisers' Costs to pursue damages claims arising from a **road traffic accident** whilst **you** are in, boarding or alighting the Vehicle against those whose negligence has caused **your** injury or death.

#### **What is not insured:-**

##### **Claims:**

- a) Relating to an agreement **you** have entered into with another person or organisation.
- b) For stress, psychological or emotional injury unless it arises from **you** suffering physical injury.

### Uninsured Loss Recovery

#### **What is insured**

**You** are covered for Advisers' Costs to pursue damages claims arising from a **road traffic accident** against those whose negligence has caused **you** to suffer loss of **your** insurance policy excess or other out of pocket expenses.

If the legal **action** is going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims court limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **you** are claiming in the legal **action** in full or in part. If the damages **you** are claiming are below the small claims track limit **advisers' costs** will be covered subject to the conditions applicable to this insurance.

#### What is not insured:-

##### Claims:

- a) Relating to an agreement **you** have entered into with another person or organisation.
- b) For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.

## Motor prosecution defence

#### What is insured

**Advisers' costs** to defend an **action** in respect of a motoring offence, arising from **your** use of a **vehicle**. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome of the **action** and when it is in the public interest to do so. Support for such pleas is solely at the discretion of **us**.

#### What is not insured

##### Claims:

- For alleged road traffic offences where **you** are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs or prescription medication where **you** have been advised by a medical professional not to drive.
- For **advisers' costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- For parking offences which **you** do not get penalty points on **your** licence for.

## Motor contract disputes

#### What is insured

**You** are covered to pursue or defend contract disputes relating to the sale or purchase of goods or services relating to the **vehicle** including the **vehicle** itself. At least £250 including VAT must be in dispute.

#### What is not insured

##### Claims:

- Where the contract was entered into before **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

## Vehicle cloning

#### What is insured

**You** are covered for **advisers' costs** to defend civil or criminal legal proceedings arising from use of the **vehicle's** identity by another person or organisation without **your** permission.

#### What is not insured

##### Claims:

- Where the **vehicle's** identity has been copied by somebody living with **you**.
- Where **you** did not act to take reasonable precautions against **your vehicle's** identity being copied without **your** permission.
- For any losses (other than adviser's costs) incurred by **you** as a result of **your vehicle's** identity being copied without **your** permission.

## Motor Insurance Database disputes

#### What is insured

**You** are covered for **advisers' costs** for representation of **your** legal rights in a dispute with the police and/or other government agency in the event **your vehicle** is seized following a failure in the communications between **your** insurance broker/insurer and the Motor Insurance Database resulting in incorrect information about

**you** or **your vehicle** being recorded on that database.

## General exclusions

There is no cover:

- Where the **insured incident** began to occur or had occurred before **you** purchased this insurance.
- Where **you** fail to give proper instructions to **us** or the **adviser** or fail to respond to a request for information or attendance by the **adviser**.
- Where an estimate of **your advisers'** costs is greater than the amount in dispute other than in relation to uninsured loss recovery claims.
- Where **your** act or omission prejudices **your**, or the **underwriter's** position in connection with the action.
- Where **advisers' costs** have not been agreed in advance or exceed those for which **we** have given **our** prior written approval.
- For **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- For the amount of **advisers' costs** in excess of **our** standard **advisers' costs** where **you** have elected to use an **adviser** of **your** own choice.
- For claims over loss or damage where that loss or damage is covered under another insurance policy.
- For claims made by or against the **underwriters, us** or the **adviser**.
- Where **your** motor insurer repudiates the motor insurance policy or refuses indemnity.
- For any claim arising from racing, rallies, competitions or trials.
- For **advisers' costs** beyond those for which **we** have given **our** prior written approval.
- For an application for judicial review.
- For appeals without **our** prior written consent.

- Prior to the issue of court proceedings, for the costs of any legal representative other than those of the **adviser** unless a **conflict of interest** arises.
- For any action that **we** reasonably believe to be false, fraudulent, exaggerated or where **you** have made mis-representations to the **adviser**.
- Where at the time of the insured incident **you** were disqualified from driving, did not hold a licence to drive or the **vehicle** did not have a valid MOT certificate or road tax or comply with any laws relating to its ownership or use.
- For disputes over the level of **advisers' costs** claimed from another party.
- For **advisers' costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- Arising from an allegation of a deliberate criminal act (including an allegation of violence) or omission by **you**.
- For **your** solicitors own costs where **your** claim is being pursued under a **conditional fee agreement**.
- Where the **insured incident** occurs outside the **insured period**.
- For motoring prosecutions where **your** car insurer has agreed to provide **your** legal defence.

## Conditions

### 1 Claims

- a) **You** must notify **us** as soon as possible and within a maximum of 180 days once **you** become aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced. To report a claim **you** must follow the instructions under the 'How to make a claim' section.

- b) **We** shall appoint the **adviser** to act on **your** behalf.
- c) **We** may investigate the claim, take over and conduct the legal **action** in **your** name. Subject to **your** consent which must not be unreasonably withheld, **we** may reach a settlement of the legal **action**.
- d) **You** must supply at **your** own expense, all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest** arises and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for **advisers' costs** in excess of our standard **advisers' costs**.  
The adviser must represent **you** in accordance with **our** standard conditions of appointment available on request.

If **we** cannot reach an agreement with the **adviser** over the terms of their appointment, the Law Society will be asked to nominate another legal representative and this nomination shall be binding.

- e) The **adviser** must:
  - i.) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained without charge
  - ii.) Keep **us** fully advised of all developments and provide such information as **we** may require
  - ii.) Keep **us** regularly advised of **advisers' costs** incurred
  - iii.) Advise **us** of any offers to settle and payments in court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in our absolute discretion to allow the case to proceed
  - iv.) Submit bills for assessment or certification by the appropriate body if requested by **us**
  - vi.) Attempt recovery of costs from third parties
  - vii.) Agree with **us** not to submit a bill for **advisers' costs** to the

underwriters until conclusion of the legal **action**.

- f) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.
- g) **Underwriters** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success as defined under condition 2 below.
- h) **You** shall supply all information requested by the **adviser** and **us**.
- i) **You** are responsible for any **advisers' costs** if **you** withdraw from the legal **action** without **our** prior consent. Any costs already paid under this insurance must be reimbursed by **you**.
- j) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

## 2 Prospect of Success

At any time we may form the view that you do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support.

In forming this view we may consider:

- a) The amount of money at stake
- b) Whether a person without legal expenses insurance would wish to pursue or defend the matter
- c) The prospect of being able to enforce a judgement whether your interests could be better achieved in another way.

## 3 Disputes

Any disputes between **you** and **us** in relation to **our** assessment of **your** prospects of success in the case or nomination of solicitor may, where the parties agree, be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration

shall be at the discretion of the arbitrator. As an alternative to the arbitration process, **you** may use the complaints procedure shown later in this document.

## 4 English law

This policy will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

## 5 Language

The language for contractual terms and communication will be English.

## 6 Cancellation

### Cancellation within 14 days of starting this policy

Cancellation within 14 days of buying this policy **you** have 14 days from either the purchase date of the policy or the date **you** receive the policy **you** can cancel by writing to Castle Cover or phoning them on 0800 519 10 30. Providing a claim has not been made, a full refund of **your** premium will be provided. If there has been a claim, no refund will be given and the annual premium must be paid in full.

### Cancellation after the 14 days

Cancellation can also take place at a later date. If no claims have been made during the insured period, Castle Cover will refund the percentage of the premium paid in proportion to the period of insurance left unused. If there has been a claim, no refund will be given and the annual premium must be paid in full.

If **you** breach the terms of this policy, **we**, Castle Cover or anyone **we** authorise, may cancel the insurance by giving seven days notice in writing to you at the address shown on the policy schedule/statement of fact, or alternative address provided by **you**. No refund of premium shall be made.

**We** will only invoke this right in exceptional circumstances as a result of **you** behaving inappropriately, for example:

- Where **we** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.

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

This policy is a contract between **you** and **us**. It is not **our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this Policy or the right to enforce any part of it.

## 8. Other Insurances

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

## 9) Fraud

In the event of fraud, **we**:

- a) Will not be liable to pay the fraudulent claim.
- b) May recover any sums paid to **you** in respect of the fraudulent claim.
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **us**.
- d) Will no longer be liable to **you** in any regard after the fraudulent act.

## Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's firm reference number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

### **IPT**

Insurance Premium Tax, also known as IPT, is an indirect tax levied by the government on all insurance premiums, and is included in the premium **you** pay.

## Complaints procedure

If **you** are unhappy with the service that has been provided by Castle Cover (including information or documentation issued to **you**), **you** should contact Castle Cover as follows:

In writing:

Customer Relations Manager,  
Castle Cover,  
Deansleigh House,  
Deansleigh Road,  
Bournemouth,  
Dorset,  
BH7 7DU

By phone: 0800 519 1020

By email: [customerrelations@castlecover.co.uk](mailto:customerrelations@castlecover.co.uk)

If **your** complaint is about the service provided by Arc Legal Assistance Limited, **you** can contact them in the following ways:

Arc Legal Assistance Limited,

PO Box 8921,  
Colchester,  
CO4 5YD

By phone: 01206 615 000

Or by email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

Arc Legal Assistance Limited/Castle Cover will try to resolve **your** complaint by the end of the third working day and they will send **you** a summary resolution letter. If they are unable to do this, they will write to **you** within five working days to let **you** know what they are doing to resolve **your** complaint and let **you** know who is dealing with the matter. Within eight weeks of receiving **your** complaint, **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

**You** have the right to ask the Financial Ombudsman Service to review **your** complaint, free of charge, if for any reason **you** are still dissatisfied with either the summary resolution or final response letter, or if Arc legal Assistance Limited/Castle Cover have not issued **our** final response within eight weeks from **you** first raising the complaint. However, **you** must do so within six months of the date of the summary resolution or final response letter.

**You** can contact the Financial Ombudsman Service as follows:

In writing:

Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR

By phone: 0800 023 4567 or 0300 123 9123

Or by email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that if **you** do not refer your complaint within the six months, the Ombudsman will not have Arc Legal Assistance Limited's or Castle Cover's permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

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

## Financial Services Compensation Scheme

Castle Cover and **your** insurer are covered by the independent Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance and circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

## Total legal – additional legal services

In this policy **our** aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal expenses, in particular those which everybody at some time may face, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- Sale of motor **vehicle** and challenging parking penalties.
- Divorce and child custody issues.
- Wills and probate.

To help **you** deal with these and other matters which may arise **we** are able to give **you** access to discounted legal services provided by **us** in partnership with **our** panel of solicitors. **Our** panel of solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If **you** would like to make use of the service please contact 0345 840 0094 and quote "Castle Cover Legal" for an initial telephone consultation which will be provided at no cost to **you**.

**Our** panel of solicitors will give **you** a quotation for the likely cost of their representation and it will then be **your** decision whether **you** appoint them to act for **you**.

## The Arc legal document service

As part of **your** Legal Expenses Insurance policy, **you** have access to a range of free legal documents that may help **you** resolve any legal issue **you** may have.

The variety of legal documents available cover disputes relating to many topics, including:

- Debt and arrears
- Holiday and travel

- Motoring issues
- Probate
- Wills

The service gives **you** peace of mind that if **you** are faced with a legal issue, **you** may be able to solve the dispute without having to pursue a claim.

For full details of the documents available and information on how to obtain them, please contact [ageaslegaldocs@arclegal.co.uk](mailto:ageaslegaldocs@arclegal.co.uk).

## Free Advisory Helpline

In addition to **your** motor insurance, Castle Cover has arranged the following helpline services, providing free advice to all Castle Cover motor insurance customers, whether **you** have bought Legal Expenses cover from Castle Cover or not.

When **you** call, please confirm that **you** are a Castle Cover motor insurance customer.

## Services available

### European legal and tax advice

- Confidential legal advice over the phone on any private legal problem of concern to **you** or any member of **your** household.
- Confidential advice on a UK personal tax problem concerning **you** or any member of **your** household.

To use these complimentary services, please simply telephone **0345 840 0094** and quote 'Castle Cover Legal Expenses'.

# Emergency Breakdown (Optional)

(Underwritten by Ageas Insurance Limited)

**Your policy schedule/statement of fact** will show if **you** have selected this cover.

The emergency breakdown service is provided by Call Assist LTD and underwritten by **Ageas Insurance Limited**.

To make sure that **you** get the most from **your** cover, please take the time to read the documentation sent to **you**, which explains the policy 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 952 3184.

If section 3 is operative and **you** have a **breakdown** in Europe, call **our** Motor Assistance helpline on +44 (0) 1206 812705.

If you are deaf, hard of hearing or speech impaired, please send a text message containing your full name, policy number, vehicle registration and policy postcode to 07537 404890.

Please refer to **your documentation** 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**.
- Your return telephone number.

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 always 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.

### Cancellation Provisions

**You** may cancel **your** policy within 14 days of either receipt of **your** policy documents or the inception/renewal date of **your** policy (whichever is later) with a full refund of premium (providing no claims have been made). In order to cancel, please telephone the Customer Services number 0800 519 10 30 or write to Customer Services, Castle Cover, Deansleigh House, Deansleigh Road, Bournemouth BH7 7DU. **You** can also cancel **your** policy at any other time and **you** will receive a partial refund of premium proportionate to the unexpired period of **your** policy providing **you** have not made a claim.

## Complaints Procedure

If you are unhappy with the service that has been provided by Castle Cover (including information or documentation issued to you), you should contact them as follows:

In writing:

Customer Relations Manager,  
Castle Cover,  
Deansleigh House,  
Deansleigh Road,  
Bournemouth,  
Dorset,  
BH7 7DU

By telephone: 0800 519 1020

Or by email: [customerrelations@castlecover.co.uk](mailto:customerrelations@castlecover.co.uk)

If your complaint is about the service provided by Call Assist Ltd you can contact them in the following ways:

In writing:

Customer Services  
Call Assist Ltd  
Axis Court  
North Station Road  
Colchester  
Essex  
CO1 1UX

By telephone: 01206 771788

Or by email: [customerservices@call-assist.co.uk](mailto:customerservices@call-assist.co.uk)

Castle Cover /Call Assist LTD will try to resolve your complaint by the end of the third working day and they will send you a summary resolution letter. If they are unable to do this, they will write to you within five working days to let you know what they are doing to resolve your complaint and let you know who is dealing with the matter. Within eight weeks of them receiving your complaint, you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

You have the right to ask the Financial Ombudsman Service to review your complaint, free of charge, if for any reason you are still dissatisfied with either the summary resolution or final response letter, or if Castle Cover/Call Assist LTD have not issued their final response within eight weeks from you first raising the complaint. However, you must do so within six months of the date of the summary resolution or final response letter.

You can contact the Financial Ombudsman Service as follows:

In writing:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

By telephone: 0800 023 4567 (free from landlines) or 0300 123 9 123 (free from some mobile phones)

Or by email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that if you do not refer your complaint within the six months, the Ombudsman will not have Castle Cover or Call Assist LTD's permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Following the above complaints procedure does not affect your right to take legal proceedings.

## Governing Law

This policy will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.

## Language

The contractual terms and conditions, and other information relating to this contract will be in the English language.

## Financial Services Compensation Scheme (FSCS)

Call Assist Limited and Ageas Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations you may be entitled to compensation under the scheme. For this type of policy, the scheme covers at least 90% of any claims with no upper limit. More information can be obtained from [www.fscs.org.uk](http://www.fscs.org.uk).

## Definitions

These definitions replace those found on page 6 in **your policy** and apply only to the Emergency Breakdown.

### **We/Us/Our**

Call Assist Limited, Registered in England and Wales. Registered Company Number: 3668383. Registered office address: Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Call Assist Limited, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority.

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### **Ageas Insurance Limited**

Ageas Insurance Limited, Ageas House, Hampshire Corporate Park,

Templars Way, Eastleigh, Hampshire, SO53 3YA. Ageas Insurance Limited, registered in England and Wales No. 354568, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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### You/Your

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

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### Insured person(s)

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

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### 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, over 3 metres (9 feet 10 inches) high, or over 2.3 metres (7 feet 6 inches) wide. Any caravan or trailer attached to the vehicle must not weigh more than 3.5 tonnes gross mass, exceed 7.6 metres (25 feet) in length, exceed 3 metres (9 feet 10 inches) in height or exceed 2.3 metres (7 feet 6 inches) in width and must be fitted with a standard 50mm ball coupling.

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### Territorial limits

#### UK Area

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

#### European Area

Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Guernsey (for non-residents) Hungary, Iceland, Italy, Jersey (for non-residents), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal,

Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and Vatican City.

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### 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**. Please note that there is no cover for any **breakdown** within the first 48 hours following **your** initial purchase of this policy.

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### Replacement parts

Those mechanical or electrical components that are essential to return the **vehicle** to a roadworthy condition.

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### Trip

A journey abroad in the **vehicle** to the countries of the **European Area**, commencing and ending in the **UK Area**.

**Please note:** Cover under Part B applies door-to-door, so all the appropriate benefits apply within the **UK Area** during **your** direct journeys between home and the port or international rail terminal. **You** will be asked to demonstrate that **you** are planning or undertaking a journey abroad, for example by quoting a Channel crossing or accommodation booking reference.

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### Hire or reward

Any public or private hire which includes any payment in cash or kind by (or on behalf of) passengers which gives them a right to be carried, excluding car sharing schemes.

# 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 limits**.

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

### PART A

For motoring within the **UK Area** only. Cover applies as described in Sections 1 & 2.

### Section 1 – Motor Recovery

Cover under this section is also available to **Motor Recovery Plus** and **Motor Recovery Gold** policies.

#### What is Covered:

#### 1. Emergency roadside repairs

**We** will pay the call-out charge and up to one hour's roadside labour costs for one of **our** approved repairers. 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) the nearest repairer; or
- b) 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**.

#### What is not covered:

- a) roadside labour charges in excess of one hour.
- b) any labour charges incurred at the repairer's premises.
- c) the cost of **replacement parts** or other materials used in the repair.
- d) toll and sea transit charges for the **vehicle**.

## Section 2 – Motor Recovery Plus

Cover under this section is also available to **Motor Recovery Gold** policies.

#### What is Covered:

#### 1. Doorstep Cover

Doorstep provides all benefits and exclusions as stated under Section 1 'Emergency roadside repairs' at or within a mile of **your** home address.

#### 2. Getting you to your destination

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

- a) **onward travel** – pay the cost of transporting **your vehicle** or **insured person(s)** or both to a destination(s) within the **UK Area** provided that the **insured person(s)** are transported to the same destination; or
- b) **temporary hire car** – arrange and pay the cost of hiring a category A vehicle for up to 24 hours, to allow the **insured person(s)** to continue their journey to a destination within the **UK Area**.

We will pay for rental charge of up to a Category A vehicle only, collision damage waiver and any necessary drop-off charge, but **you** remain responsible for the cost of any fuel used. **Please note:** **You** will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider. **You** must be able to satisfy the requirements of the hire car providers, as to an acceptable driving licence and minimum driver age. They will also require sight of **your** credit/charge card before releasing the replacement vehicle to **you**; or

- c) **while the vehicle is being repaired** – 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.

#### **What is not covered:**

- a) any costs which **you** would have had to pay during **your** journey if **you** had not claimed under this section of the **policy**. For example, the cost of meals and other food or hotel costs which **you** had already planned to pay.
- b) toll and sea transit charges for the **vehicle**.
- c) long-distance transport of the **vehicle** to the premises where the **vehicle** was purchased or previously repaired, solely to claim under a warranty scheme, when a suitable alternative repairer is nearer to hand.
- d) fines, parking charges and any congestion charges arising from use of a replacement vehicle.

## **PART B**

Motor Recover Gold. For motoring within the **European Area** only,

or **your** direct journeys between **your** home and **your** port or international rail terminal. Cover applies as described in Section 3.

## **Section 3 – Motor Recovery Gold (European Cover)**

Cover under this section is available to Motor Recovery Gold policies only. Cover included under Motor Recovery and Motor Recover Plus is also available to Motor Recovery Gold policy holders.

**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.**

### **What is Covered:**

#### **1. Cover prior to departure**

If the **vehicle** is immobilised or rendered unroadworthy as a result of a **breakdown** occurring during the seven days immediately preceding **your** arranged date of departure for a **trip**, and it cannot be repaired or is not recovered prior to the arranged date of departure, **we** will pay up to £750 in total under this **policy** to enable **you** to continue **your** originally planned **trip**. **We** will pay for the following:

- a) The hire of a suitable replacement vehicle, where available, for the purpose of carrying out the original **trip** (including rental charge, collision damage waiver and any necessary drop-off charge). **Please note:** **you** will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider.

OR

- b) The additional cost of rebooking any sea crossing missed as a result of the **breakdown** giving rise to a claim (or, where the original route is unavailable, the nearest suitable alternative sea crossing).

Any claim involving the hire of a replacement vehicle must have **our** prior approval. **You** must contact **us** as soon as **you** know **your** **vehicle** may be unavailable for the planned **trip**.

**Your** claim must be supported by a letter from a garage confirming:

- the regular maintenance and servicing of **your vehicle**;
- precise details of the **breakdown**;
- the **breakdown**, when occurring, was sudden and unforeseen;
- repairs cannot be effected before the date planned for **you** to begin **your trip**.

#### **What is not covered:**

- any claim under this section resulting from a **breakdown** if **you** have purchased this cover less than **TEN** days before the planned date of departure of **your trip**.
- any claim under this section when actual or imminent **breakdown** of **your vehicle** is discovered or diagnosed in the course of a service carried out less than **TEN** days prior to **your** planned date of departure.
- loss of use of a vehicle hired to **you**.
- the cost of fuel and oil used in any replacement vehicle.
- the cost of any Personal Accident insurance or other benefit not specifically covered under this **policy**.
- finances, parking charges and any congestion charges arising from use of a replacement vehicle.
- Trips** solely within the **UK Area**.

## **2. Emergency roadside repairs**

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

## **3. 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 the nearest repairer.

## **4. Getting you to your destination**

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

- onward travel** – pay the cost, up to the value of **your vehicle**, of transporting the **insured person(s)** to a destination within the **European Area** provided that the **insured person(s)** are transported to the same destination; or
- temporary hire car** – arrange and pay the cost of hiring a replacement vehicle while the **vehicle** is being repaired, but the most **we** will pay for any one claim is £750; or
- hotel accommodation** – arrange transport for the **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 while the **vehicle** is being repaired. 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 send **us** all the relevant invoice(s) before **we** will reimburse **you**.

## **5. Vehicle Repatriation**

In addition to Section 4, if the **vehicle** is lost, immobilised or rendered unroadworthy during a **trip** as a result of a **breakdown**, **we** will pay:

- The cost of transporting **you**, with **your** hand luggage and valuables, to **your** home address in the **UK Area** if the **vehicle** cannot be and could not have been repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of **your** return home. The means of transport to be employed shall be at **our** discretion and subject to availability.
- The cost of transporting the **vehicle** to **your** home address or repairer in the **UK Area** if repairs cannot be carried out abroad (or the **vehicle**, if stolen, has been recovered but not in a roadworthy condition), by the intended time of **your** return home.

c) **We** will pay for necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs.

OR

When agreed in advance by **us**, **we** will pay the cost of one person to travel to the location of the **vehicle** by public transport to drive the repaired **vehicle** to **your** home address in the **UK Area**.

The maximum **we** will pay under this **policy** to repatriate the **vehicle** will be limited to its current market value in the **UK Area**.

**Vehicle** repatriation will only be carried out when it is apparent that repairs can be effected in the **UK Area**, and when you confirm to **us** that these repairs will be put in hand.

If **you** are repatriated by **us**, **we** will pay the cost of transporting **your** personal possessions, other than hand luggage and valuables, to **your** home address either together with or separately from the **vehicle**.

If a replacement vehicle has been provided, once the vehicle has returned to the policyholders home address within the **UK Area**, it will no longer be covered irrespective of whether the original **vehicle** is still in the process of repatriation.

#### **What is not covered:**

- a) charges for any labour not incurred at the roadside.
- b) the cost of **replacement parts** or other materials.
- c) any winching costs or the use of specialist off-highway-recovery equipment.
- d) the cost of fuel and oil used in any replacement vehicle.
- e) the cost of any optional Personal Accident insurance or other benefit not specifically covered under this **policy**.
- f) costs incurred outside the period of the **trip**.
- g) fines, parking charges and any congestion charges arising from use of a replacement vehicle.
- h) **trips** solely within the **UK Area**.
- i) repatriation of **vehicle** occupants injured in an accident involving the **vehicle**.

## **6. Replacement Parts Despatch**

If the **vehicle** needs **replacement parts** during a **trip** outside the **UK Area** and these are not available locally, then on receipt of **your** instructions **we** will undertake to obtain them elsewhere, and will pay all freight charges involved in despatching them to the location of the **vehicle**. The maximum **we** will pay under this section will be £600. Please be aware there may be some delay in despatching **replacement parts**.

**We** will endeavour to provide the **replacement parts** required but **we** can give no guarantee that they will be available, especially in the case of older **vehicles** where parts may be impossible to locate.

**We** will pay the cost of location and transport of the **replacement parts**. The actual cost of the parts and any Customs Duty must be paid to **us** by **you** by a debit to **your** credit or charge card or by a prior deposit of funds in the **UK Area**.

When **you** are invoiced for a surcharge subject to the return of the old unit or part, **you** must return the defective part at **your** own expense to the supplier.

If **you** instruct **us** to obtain **replacement parts** and these are not subsequently required, or **you** do not await their arrival, or **you** have instructed **us** to order incorrect **replacement parts**, **you** will be responsible for the net cost of such parts, including all forwarding charges arising from their return and also any further delivery charges for the correct part.

If **you** request a repairing garage or dealer to specify **replacements parts** then the instructions from the garage or dealer will be treated as coming from **you**.

### What is not covered:

- a) the actual costs of any parts.
- b) **trips** solely within the **UK Area**.
- c) Forwarding charges in excess of the market value of the **vehicle**.
- d) Forwarding charges for non-essential **replacement parts**.
- e) Any costs that exceed £600.

## General Exclusions applying to all sections

### What is not covered:

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

- occurring within 48 hours following **your** initial purchase of this **policy**; 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, rallying, or is used for **hire or reward** or courier services.

#### 2. The cost of:

- any 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 broken windows or keys or finding missing keys; or
- ferry crossings (under sections 1 & 2), parking charges, congestion charges, fines or toll charges.
- loss of or damage to contents of the **vehicle**; or
- telephone calls when contacting **us**. Wherever possible **we** will call **you** back as soon as possible; or

- any direct or indirect loss of any kind arising from the provision of, or any delay in providing, the services which this **policy** relates, unless negligence on **our** part can be demonstrated. An example of this would be the loss of wages as a result of a **breakdown**; or

- of draining or removing contaminated fuel or other fluids. **We** will arrange local recovery, but it will be **your** responsibility to pay for any work carried out; or

- locksmiths, glass replacement or tyre specialists; or

- any costs which **you** would have had to pay during **your** journey if **you** had not claimed under this section of the **policy**. For example, the cost of meals and other food or hotel costs which **you** had already planned to pay.

- 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 3.5 tonnes gross vehicle mass, 7.6 metres (25 feet) in length, 3 metres (9 feet 10 inches) in height, 2.3 metres (7 feet 6 inches) in width 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.
10. Any subsequent Callouts for any symptoms related to a claim which has been made within the last 28 days, unless your vehicle has been fully repaired at a suitable garage, declared fit to drive by the recovery operator or is in transit to a pre-booked appointment at a suitable garage.
11. Specialist Equipment, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the breakdown if your vehicle is immobilised due to snow, mud, sand, water, ice, or a flood.
12. Any deliberately careless or deliberately negligent act or omission by **you**.
13. Any winching costs or specialist off-highway-recovery equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move a **vehicle** which has left the highway or is overturned or without wheels, would be considered as specialist. Once the **vehicle** has been recovered to a suitable location, normal service will be provided.
14. Assistance following a **breakdown** or accident attended by the police or other emergency services until they have authorised the **vehicles** removal.

## Conditions

1. **You** must answer all questions about this **policy** honestly and fully at all times. **You** must also tell **us** straight away if anything that **you** have already told **us** changes. If **you** do not tell **us**, **your policy** may be cancelled and any claim **you** make may not be paid.

2. An **insured person** must keep to the terms and conditions of this **policy**. **You** must make no admission, offer, promise or payment without **our** prior consent. In order to benefit from the cover, an **insured person** or member other than the Policyholder must agree to abide by all the relevant terms, conditions and exclusions of this **policy**.
3. At all times during the **period of cover**, the **vehicle** must be maintained in a roadworthy condition and regularly serviced.
4. If **you** fail to satisfy the terms of **your policy**, **We** may choose to cancel **your policy** during the **period of insurance** by giving **you** 14 days written notice of cancellation to the last address **you** provided **us** with. Examples of when **we** might do this includes **you** not paying a premium instalment when due, **us** discovering that **your vehicle** is no longer eligible for cover, etc. **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 **Ageas Insurance Limited** will not refund any premium **you** have paid.
5. An **insured person** must be present with the **vehicle** when the approved agent arrives.
6. **We** will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
7. 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.
8. **We** or **Ageas Insurance Limited** will not pay for any loss that is not directly covered by the terms and conditions of this **policy**. For example **we** or **Ageas Insurance Limited** will not pay for loss of income from taking time off work because of a **breakdown**, or loss from cancelled or missed appointments.

9. **We or Ageas Insurance Limited** 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.
10. Nothing in this policy limits our liability for death or personal injury caused by the negligence of us or our employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
11. This **policy** will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.
12. **You** must contact the Emergency Centre and obtain **our** prior consent before agreeing or incurring any costs in relation to any incident which may be the subject of a claim. **We** will not accept liability for expenses incurred without **our** prior knowledge or consent. **Please telephone us first.**
13. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this **policy** shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to **us**.
14. **You** will be required to reimburse to **us**, within seven days of **our** request to **you**, any costs or expenses **we** have paid out on **your** behalf which are not covered under the terms of the insurance.

## Your information and what we do with it – Putting your mind at rest

You trust us to look after your personal information when you buy our products and we know we have a responsibility to protect this information. The details provided here are a summary of how we collect, use, share, transfer and store your information.

For full details of our Privacy Notice, please go to [www.ageas.co.uk/privacy-policy/](http://www.ageas.co.uk/privacy-policy/) or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

For the following information only, please note that references to 'we', 'us' or 'our' refers to Ageas Retail Limited, your Broker, the underwriter and the product provider.

### Collecting your information

We collect a variety of information about you, such as:

- your name, address, contact details and date of birth
- information about what and/or who you want to insure, such as vehicle details, named drivers, travel details and companions
- your claims and credit history
- any criminal offences
- information about your use of our website such as your IP address which is a unique number identifying your computer
- special categories of personal information (previously known as 'sensitive personal information'), such as details regarding your health.
- sensitive personal information which will only be obtained with your permission and includes information relating to your health and any criminal convictions.

This information is necessary for us to be able to provide you with a quotation and/or policy.

We also use a number of different sources to collect this information from, including:

- you or someone connected with you, as well as publicly available sources of information like social media and networking
- third parties' databases that have been made available to the insurance industry, as well as where you have given your permission to share information with third parties like us

- price comparison websites, if you have used them to obtain a quotation for a policy.

### **Using your information**

We use your personal information and/or special categories of personal information to not only provide you with our products and services, but to better understand and predict your needs and preferences, so that we can continue to improve our products and services to give you insurance that is right for you. These uses include:

- providing you with services relating to an insurance quotation or policy, for example
  - o assessing your insurance application and arranging your insurance policy including checking databases showing no claims discount entitlement and driving licence records
  - o managing your insurance policy including claims handling and issuing policy documentation to you.

Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.

- where we believe we have a justifiable reason to do so, such as
  - o keeping information about your current and past policies
  - o preventing and detecting fraud, financial crime and anti-money laundering
  - o carrying out processes such as research and analysis which may include computerised processes that profile you
  - o providing sales information to third parties (for example price comparison websites) so that we fulfil our legal obligations to them
  - o recording and monitoring calls for training purposes
  - o contacting you if you fail to complete an online quotation to see if we can offer you any help with this.

- Please note, if you have given us information about someone connected to you, you would have confirmed that you have their permission to do so.

### **Use of your personal information when using our websites and email communications**

When you visit one of our websites we may collect information which includes your email and/or IP address. We may also use cookies and/or pixel tags on some pages of our website. Useful information about cookies, including how to remove them, can be found on our websites.

### **Sharing your information**

We share your information with a number of different organisations such as:

- other companies or brands within the Ageas group
- other insurers, business partners, agents or carefully selected third parties providing a service to us or on our behalf
- organisations that have a specific role laid out in law such as statutory bodies, regulatory authorities and other authorised bodies or where we have a duty to or are permitted to disclose your personal information to them by law
- fraud prevention and credit reference agencies
- third parties we use to recover money you may owe us or to whom we may sell your debt
- other companies when we are trialling their products and services which we consider may improve our services to you or our business processes.

Unless required to by law, we would never share your personal data without the appropriate and necessary care and safeguards being in place.

## Keeping your information

We will keep your information only for as long as is reasonably necessary to provide our products and services to you and to fulfil our legal and regulatory obligations. Please see our full privacy notice on our website for more details.

## Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We or our service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store your information) to which foreign law enforcement agencies may have the power to access. However, we will not transfer your information outside the EEA unless it is to a country which is considered to have sound data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

## Dealing with others acting on your behalf

We will deal with individuals you nominate, including third parties we reasonably believe to be acting on your behalf providing they are able to answer our security questions. For your protection though, we will need to speak to you, your legal representative, someone that you have specifically given us permission to speak to or a power of attorney should you want to change your contact address or policy coverage or cancel your policy.

## Your rights

You have a number of rights in relation to the information we hold about you, including:

- asking for access to and a copy of your personal information
- asking us to correct, delete or restrict or you can object to the use of your personal information
- withdrawing any previously provided permission for us to use your personal information
- complaining to the Information Commissioner's Office at any time if

you object to the way we use your personal information.

Please note that there are times when we will not be able to delete your information, such as where we have to fulfil our legal and regulatory obligations or where there is a minimum statutory period of time for which we have to keep your information. If this is the case, then we will let you know our reasons.

## Excess Protect (Optional)

**Your** policy schedule/statement of fact will show if you have selected this cover.

This insurance is underwritten by Ageas Insurance Limited, Registered in England no. 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

If **you** have paid the premium as shown in the statement of insurance, **we** will agree to insure **you**, subject to the terms and conditions of this policy, for the **excess you** may incur for an **insured event** occurring during the **period of insurance**.

Please take time to read this policy document, especially the section titled 'How to Make a Claim'.

**We** will use the details that **you** have given **us** to provide the services and benefits set out in this policy, subject to the following terms, conditions and exclusions. **You** should read all of these carefully, to ensure this policy meets **your** needs. If **you** do need to discuss any aspect of this policy then please call Castle Cover on 0800 519 10 30.

**Your** policy will end if:

- (a) **you** do not pay the premium;
- (b) **your** residential address is no longer in the **United Kingdom**;
- (c) **you** or **we** cancel the policy or the underlying **Motor Insurance Policy**.

## Eligibility

You are eligible to take out Castle Cover Excess Protect insurance if on the **purchase date you** agree to pay the premium and:

- **you** are the policyholder of a valid **motor insurance policy**; and
- **you** are aged 17 years or over; and
- **you** are a **UK** resident with a permanent **UK** address.

## Definitions

The following words or phrases have the same meaning wherever they appear in **your** policy.

### Excess

The amount which **you** are required to pay under the terms and conditions of **your motor insurance policy** following an **insured event**, except the glass or windscreen excess.

### Insured event

Malicious damage, an accident, fire, attempted theft, recovered theft or where the car has been stolen and remains unrecovered and where no recovery can be made from a third party.

### Insured vehicle

The vehicle listed in and insured under the **motor insurance policy**.

### Motor insurance policy

The Castle Cover motor insurance policy that has been issued to **you** for the **insured vehicle**.

### Period of insurance

The period of the **motor insurance policy** which runs concurrent with this policy and does not exceed 12 months. If **you** have taken out this policy after the **start date** of your **motor insurance policy** cover will be provided from the date **you** purchased it and will end on the expiry of your **motor insurance policy**.

### Purchase date

The date shown in **your statement of insurance** which is the date from which **you** are covered under the policy.

### United Kingdom/UK

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

### We/us/our

Ageas Insurance Limited.

### You/your

Any person aged 17 years or over who is a named driver on the **motor insurance policy** and is a **UK** resident with a permanent **UK** address.

## How to make a claim

**We** hope **you** do not suffer any misfortune that would result in **you** making a claim but if **you** do, please read this policy wording to ensure the incident is covered under the terms of this policy. If **you** believe **your** claim to be valid then contact Ageas Services (UK) Limited on **0345 125 2404**. Lines are open 24 hours a day, 365 days a year.

Before consideration is given to the settlement of **your** claim, **you** will be required to provide supporting documentary evidence of **your excess**. This will either be a copy of **your excess** receipt or written confirmation from **your** motor car insurance company of the **excess**. Failure to provide necessary documentation may jeopardise **your** claim.

## What is covered

This optional cover is designed to provide reimbursement of your excess in the event of a fault incident during the **period of insurance**:

- Where no recovery can be made from a third party.
- To the value of **your** motor insurance policy **excess** up to a maximum of £500 (If **your excess** exceeds this amount **you** will be responsible for the difference).
- A maximum of two claims in the **period of insurance**.

# What is not covered

This policy will not cover:

- Claims when the amount claimed on the **motor insurance policy** does not exceed the **excess** amount
- More than two claims in the **period of insurance**.
- Any claim which has occurred within a country which is not specifically covered by your **motor insurance policy**.
- Any **excess** for theft or attempted theft of personal belongings
- Any claim for windscreen or glass damage.
- Any **insured event** which occurs whilst the **insured vehicle** is being used and/or driven on any race track, circuit or other prepared course.
- Any **insured event** which occurs whilst the **insured vehicle** is being driven by someone who is under 17 years of age.
- Any claim where the **excess** has been waived or where a third party has reimbursed **you** or made good any loss or damage in respect of which **you** have or would have otherwise have claimed against **your motor insurance policy**
- Deliberate non-disclosure or criminal act, which is found to **our** satisfaction to be of a fraudulent or false nature. This **insured person** will be held responsible for any costs paid or due where this happens.
- Any **insured incident**, which happened outside the **period of insurance**.
- Any claim where the motor insurer does not provide cover under the terms of the underlying **motor insurance policy**.

## General exclusions

We will not pay for:

### Radioactive contamination

Excesses payable in respect of damage caused by;

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

### War risks

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.

### Sonic boom

Loss or damage caused by pressure waves from aircraft or other flying objects travelling at or above the speed of sound.

### Terrorism

Excesses payable in respect of damage directly or indirectly caused by, resulting from or in connection with any act of Terrorism.

For the purpose of this exclusion, “terrorism” means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

## General conditions

### Claims

In the event of any incident which may give rise to a claim **you** must follow the claims procedure detailed in this policy.

### Governing Law and Language

This policy will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.

The contractual terms and conditions and other information relating to this contract will be in the English language.

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## Cancellation

**You** will have 14 days from the **purchase date** or receiving the policy document to cancel this policy with a full refund of premium (providing no claims have been made). In order to cancel, please telephone the Customer Services number 0800 519 10 30 or write to Customer Services, Castle Cover, Deansleigh House, Deansleigh Road, Bournemouth BH7 7DU. **You** can also cancel **your** policy at any other time and **you** will receive a partial refund of premium proportionate to the unexpired period of **your** policy providing **you** have not made a claim.

**We** may cancel this policy by giving **you** at least 14 days written notice at **your** last known address. Valid reasons may include but are not limited to:

1. Fraud
2. Non payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions
5. **You** or **we** cancel your underlying car insurance policy.

Providing the premium has been paid in full **you** shall be entitled to a proportional rebate of premium in respect of the unexpired **period of insurance**.

This policy runs concurrently with **your** car insurance policy. If **your** car insurance policy is cancelled for any reason this policy will also be cancelled.

## How to make a complaint

Castle Cover strives to provide the highest standard of service to **you** at all times. However, occasionally, things can go wrong and when this happens, Castle Cover is committed to sorting it out quickly.

If **you** have a complaint about the way in which **your** policy was sold to **you**, please contact them:

By phone: 0800 519 1020

In writing:

The Customer Relations Manager  
Castle Cover  
Deansleigh House  
Deansleigh Road  
Bournemouth BH7 7DU

By e-mail: [customerrelations@castlecover.co.uk](mailto:customerrelations@castlecover.co.uk)

If **your** complaint is specifically in relation to a claim, please contact the number provided to **you** on **your** claims documentation, or please write to:

Customer Services Adviser  
Ageas Insurance Limited  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
Hampshire  
SO53 3YA

For further information visit [www.ageas.co.uk/complaints](http://www.ageas.co.uk/complaints) (all calls are recorded for training, compliance, claims and counter fraud purposes).

Please ensure **your** claim number is quoted in all correspondence to assist a quick and efficient response.

Castle Cover will try to resolve **your** complaint by the end of the third business day and send **you** a summary resolution letter. If they are unable to do this, they will write to **you** within five working days to let **you** know what they are doing to resolve **your** complaint and let **you** know who is dealing with the matter.

### If your complaint cannot be resolved

If **you** are not satisfied with either the summary resolution or final

response letter from Castle Cover, **you** have the right to refer **your** complaint to the Financial Ombudsman Service, free of charge, but you must do so within six months of the date of the summary resolution or final response letter. Referral to the Ombudsman does not affect **your** right to take legal action. **You** can contact them as follows:

**In writing:**

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel: 0800 023 4567

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Please note that if **you** do not refer your complaint within the six months, the Ombudsman will not have Castle Cover's permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

## Authorisation

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039. This can be checked on the Financial Conduct Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

## IPT

Insurance Premium Tax, also known as IPT, is an indirect tax levied by the government on all insurance premiums, and is included in the premium **you** pay

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** obligations **you** may be entitled to compensation under the scheme. This depends on the type of insurance, the size of your business and the circumstances of the claim. **You** can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100.

# Substitute Vehicle (Optional)

Your **policy** schedule/statement of fact will show if **you** have selected this cover

## What is covered

This insurance cover provides **you** with a **substitute vehicle**, within the **geographical limits** for up to 14 continuous days to help keep **you** on the road following an **insured incident**.

## Who provides your cover

This insurance is underwritten by Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Conduct Authority Registered Number: 202039.

Claims handling for this substitute vehicle policy is provided by Ageas Services (UK) Limited.

The **hire company** provides the substitute vehicle under this policy, but the contract of insurance remains between **you** and Ageas Insurance Limited.

If **you** or any **insured person** is under 21 years of age, the **hire company** may appoint another hire car company to provide **you** with **your substitute vehicle**.

Please take the time to read the details of **your substitute vehicle** policy. If there is anything **you** do not understand, please call Castle Cover on 0800 519 10 30 who will be happy to help.

## Definitions

All through **your substitute vehicle** policy there are certain words printed in **bold**. These words have special meanings which are shown below.

### Claims handler

Ageas Services (UK) Limited.

### Geographical limits

England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands and while the **insured vehicle** is being transported between any of these countries.

### Hire company

Enterprise Rent-A-Car UK Limited, Enterprise House, Delta Way, Egham, Surrey TW20 8RX or such other hire company as the **insurer** may appoint from time to time.

### Insurer

Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

### Insured incident

A fault road traffic accident, theft, attempted theft, fire, vandalism or an act of malicious damage within the **geographical limits** that renders the **insured vehicle** a total loss (a write off) or immobilised (as determined or accepted by the **Insurer** or by a garage who is a member of the Vehicle Builders & Repairers Association (VBRA) or Motor Vehicle Repairers Association (MVRA) or another similar recognised body).

### Insured person

A full driving licence holder aged 17 years to 85 years inclusive, who is authorised under **your motor insurance policy** to drive the **insured vehicle** (as shown on the current certificate of motor insurance issued by Castle Cover) as at the date of the **insured incident**.

### Insured vehicle

The vehicle specified in the **motor insurance policy** issued by Castle Cover, for which you hold a current certificate of motor insurance at the time of the insured incident.

### Motor insurance policy

The motor insurance policy which **you** have taken out through Castle Cover to cover **your insured vehicle**.

### Period of insurance

This **substitute vehicle policy** will run concurrently with **your motor insurance policy** for a maximum of 12 months. If the policy was arranged after the start date of **your motor insurance policy**, cover will be provided from the date **you** bought it and will end on the expiry date of **your motor insurance policy**.

### Substitute vehicle

A **substitute vehicle** which is provided to **you** on a temporary basis in the event of an **insured incident**.

The actual make and model of the **substitute vehicle** will be decided by the **hire company**. The **substitute vehicle** will, where possible, be of a similar engine size to the **insured vehicle** but will be subject to a maximum engine size of 1600cc.

### Substitute vehicle policy

This **substitute vehicle policy** which is a separate and stand-alone insurance contract to **your motor insurance policy**.

### Third party

The other person(s) responsible for the **insured incident**, excluding any **insured person**.

### You, your

Any **insured person**.

## How to make a claim

If **you** need to make a claim for a **substitute vehicle** due to an **insured incident** then please call Ageas Services (UK) Limited on 0345 840 0091. Lines are open 8am – 9.30pm Monday to Friday.

If **you** have a valid **substitute vehicle policy** in place and the claim is due to an **insured incident** you will be provided with a **substitute vehicle** within 1 working day of the claim being accepted. The following process will be undertaken to provide a **substitute vehicle**:

- **You** will be required to provide **your** crime reference number for all theft damage, malicious damage or vandalism related claims.
- **You** will be required to present the following documents to the **hire company**;
- Valid **motor insurance policy** documents including a current certificate of motor insurance
- The photocard and paper counterpart driving licence for yourself and any other insured drivers **you** wish to drive the **substitute vehicle**.
- If **you** do not provide these documents and, if applicable, a crime reference number, **you** will not be provided with a **substitute vehicle** and **your** claim will not be covered under this **policy**.
- **You** will be required to provide a credit or debit card when **your substitute vehicle** is provided. **You** may be charged a fee of £1 on **your** card. This will be refunded when **you** return the **substitute vehicle** to the **hire company** providing the conditions of this policy are met:

The hire car will be provided with some fuel and it is **your** responsibility to replenish the tank to the same level as **you** received it, ready for the **hire company** to collect (from any UK registered address). Any excess fuel cannot be refunded. **You** will be responsible for any additional, necessary costs that are incurred in delivering or collecting the car (e.g. tolls, water crossing).

In the unlikely event the **hire company** are unable to provide **you** with a **substitute vehicle**, a one-off payment of up to £500.00 will be made. The cash settlement will be calculated on the hire equivalent of a similar engine size to the **insured vehicle** up to a maximum engine size of 1600cc.

## Conditions

1. This **substitute vehicle policy** provides **you** with a **substitute vehicle** within the **geographical limits** following an **insured incident** occurring during the **period of insurance**. **You** will be provided with the **substitute vehicle** for up to 14 continuous days.
2. If the **insured vehicle** is repaired or replaced under the terms of **your motor insurance policy** before the **substitute vehicle** period referred to in clause 1 above expires, all cover under this policy will terminate.
3. If the **insured vehicle** is stolen but later recovered in a driveable condition, before the **substitute vehicle** period referred to in clause 1 above expires, the period during which a **substitute vehicle** will be provided under this **substitute vehicle policy** will terminate on the date on which **your insured vehicle** is recovered.
4. No more than 2 claims can be made during the **period of insurance**.
5. Only one **substitute vehicle** will be provided per **insured incident**.

## What is not covered

1. Any claim for a **substitute vehicle** where **your** motor insurer does not agree to pay **your** claim for loss or damage to **your insured vehicle** under the terms of **your motor insurance policy** following an **insured incident** which gives rise to a claim under this **substitute vehicle policy**.
2. Any claim where the **insured vehicle** was being used for hire or reward, racing, competitions, rallies or trials at the time of the **insured incident**.
3. Any claim where the **insured vehicle** has been stolen or has suffered damage from attempted theft, malicious damage or vandalism, which **you** have not reported to the police.
4. Any sea transit charges for the delivery and collection of the **substitute vehicle**.
5. All fees, fines, fares and fuel relating to the **substitute vehicle** while **you** hire it.

6. Any further hire charges due after;
  1. the first 14 days of hire; or
  2. the date on which the **insured vehicle** is repaired or replaced under the terms of your **motor insurance policy**; or
  3. the seventh day since receiving the first settlement offer from **your** insurer, whichever is earlier.
7. Any insurance excess payable in the event of a claim arising out of an accident involving the **substitute vehicle**.
8. Any claim which **you** report to the **claims handler** more than 14 days after the **insured incident**.
9. Any claim for a **substitute vehicle** which **you** report to the **claims handler** more than 5 days after **the insured vehicle** has been determined, or accepted, by the **Insurer** to be a total loss (a write off) or immobilised.
10. Any claim:
  - a. where the **insured incident** was due to a deliberate or criminal act of an **insured person**;
  - b. which is fraudulent, false or exaggerated; or
  - c. which is genuine, but which an **insured person** has used fraudulent means or false statements to make.

In these circumstances the **insured person** will be held responsible for any costs paid or due to the **hire company**.

11. Any **insured incident**, which happened before the **substitute vehicle policy** started.
12. Any claim for a **substitute vehicle** where **your insured vehicle** was lost or damaged as a direct or indirect result of a flood.
13. Any claim for a **substitute vehicle** which is covered under any other policy, or any claim that would have been covered by another policy, if this **substitute vehicle policy** did not exist.
14. Any claim for a **substitute vehicle** where it is possible to recover the amount paid to **you** under **your motor insurance policy** for the loss or damage to **your insured vehicle** and the cost of a **substitute vehicle** from a **third party**.

## Cancellation

1. Cancellation of **your substitute vehicle** policy within 14 days of starting the policy.  
**You** have 14 days from the start date of this policy or the date **you** receive **your substitute vehicle** policy documents (whichever is the later) to cancel the cover and receive a full refund of premium subject to no claims being made. **You** can cancel by phoning Castle Cover on 0800 519 10 30.
2. Cancellation of your **substitute vehicle** policy after the 14 day period.

If **you** want to cancel **your substitute vehicle** policy after the 14 days, **you** may do so by phoning Castle Cover on 0800 519 10 30 or in writing to:

Castle Cover  
Deansleigh House  
Deansleigh Road  
Bournemouth  
BH7 7DU

If no claims have been made during the insured period, Castle Cover will refund a percentage of the premium paid in proportion to the period of insurance left unused.

If **you** break any terms and conditions of this **substitute vehicle** policy the Insurer can cancel the policy at any time on 7 days notice in writing to **your** last known address.

## Financial Services Compensation Scheme (FSCS)

If the **insurer** cannot meet its liabilities under this **substitute vehicle policy**, **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). For this type of policy the scheme covers at least 90% of any claim with no upper limit.

**You** can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0207 741 4100.

## How to make a complaint

If **you** are unhappy with the service that has been provided by CastleCover (including information or documentation issued to **you**), **you** should contact Castle Cover as follows:

In writing:

Customer Relations Manager,  
Castle Cover,  
Deansleigh House,  
Deansleigh Road,  
Bournemouth,  
Dorset,  
BH7 7DU

By phone: 0800 519 1020

Or by email: [customerrelations@castlecover.co.uk](mailto:customerrelations@castlecover.co.uk)

If **your** complaint is specifically in relation to a claim, please contact the number provided to **you** on **your** claims documentation, or please write to:

Customer Services Adviser  
Ageas Insurance Limited

Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
Hampshire  
SO53 3YA

Ageas Insurance Limited/Castle Cover will try to resolve **your** complaint by the end of the third working day and they will send **you** a summary resolution letter. If they are unable to do this, they will write to **you** within five working days to let **you** know what they are doing to resolve **your** complaint and let **you** know who is dealing with the matter. Within eight weeks of receiving **your** complaint, **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

**You** have the right to ask the Financial Ombudsman Service to review **your** complaint, free of charge, if for any reason **you** are still dissatisfied with either the summary resolution or final response letter, or if Ageas Insurance Limited/Castle Cover have not issued a final response within eight weeks from **you** first raising the complaint. However, **you** must do so within six months of the date of the summary resolution or final response letter.

**You** can contact the Financial Ombudsman Service as follows:

In writing:

Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR

By phone: 0800 023 4567 or 0300 123 9123

Or by email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that if **you** do not refer **your** complaint within the six months, the Ombudsman will not have Ageas' or Castle Cover's permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

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

### **Governing law and language**

English law will apply to **your substitute vehicle policy** unless **you** and the **insurer** agree otherwise. (If **you** live in Jersey, the law of Jersey will apply to **your substitute vehicle policy** and the Jersey Courts will have exclusive jurisdiction over disputes between the **insurer** and **you** in relation to it). All communication is to be conducted in English language.

### **Authorisation**

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Ageas Services (UK) Limited is regulated by the Ministry of Justice in respect of regulated claims management activities. Authorisation number – CRM30633.

Registered address for both is:

Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
Hampshire  
SO53 3YA.

Registered number for Ageas Insurance Limited is 354568 England and Wales and for Ageas Services (UK) Limited is 00179136 England and Wales.

# Key Cover (Optional)

**Your** policy schedule/statement of fact will show if **you** have selected this cover.

This policy is provided by Castle Cover, a trading name of Ageas Retail Limited, and underwritten by Ageas Insurance Limited.

This Key Cover policy provides insurance in the event of accidental damage to, loss or theft of **your keys**. We will **reimburse** you up to the limit of £1,500 including VAT and **we** will assist with the arrangements for replacing **your keys** and **locks**, opening of safes or onward transportation. Please note that damage to **locks** alone is not covered.

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully especially the section entitled 'How to Make a Claim'. Please keep this document in a safe place in case **you** need to refer to it for any reason.

**Your** policy will end if:

- (a) **you** do not pay the premium;
- (b) **your** residential address is no longer in the **United Kingdom**;
- (c) **you** or **we** cancel the policy.

## Looking after your keys

- Never have anything with **your** name and address attached to **your keys**.
- Never leave **your keys** under doormats, on a string through the letterbox, under a stone, on top of a door or window frame etc. An opportunist thief may be watching.
- Never leave vehicle **keys** close to the front door or where they can be seen.
- Never leave doors or windows open when **you** go out.

## How to make a claim

We hope **you** will not suffer any misfortune that would result in **you** making a claim, but if **you** do, the following guidance may be of assistance.

1. Tell the police as soon as reasonably possible if **you** suspect theft or loss of **your keys**.
2. Please read **your** policy document to check that the cause of the claim is covered.
3. If **you** believe **your** claim to be valid then please telephone Ageas Insurance Limited on **0345 125 2441** as soon as reasonably possible.
4. Ageas Insurance Limited will arrange the **appropriate solution** and assistance for **you** and **we** will either **reimburse** or pay for any valid costs incurred up to the policy claim limit.

## Definitions

The following terms have the meaning given below wherever they appear in **bold** in this policy.

### Appropriate solution

The most appropriate and cost effective course of action when assessing **your** claim.

### Keys/locks

Any **keys** and the associated **locks** including vehicle (including electronic, remote and proximity keys), home and office (including security safe), garage, shed, outbuildings and gates. **We** will only provide a replacement key and one duplicate key for each key covered under a valid claim.

### Period of insurance

This policy will run concurrently with **your** motor insurance policy for a maximum of 12 months. If **you** arranged this policy after the start date of

**your** motor insurance policy, cover will be provided from the date **you** bought this Key Cover policy and will end on the expiry date of **your** motor insurance policy, as detailed on the applicable insurance policy schedule.

### **Policy limit**

The total amount payable, under this policy, in respect of each insured incident and in total for all insured incidents in any **period of insurance** is £1,500 including VAT.

### **Reimburse(d)/Reimbursement**

Where a payment has to be made by **you**, **we** will repay **you** up to the **policy limits** subject to the policy conditions.

### **Stranded**

If **you** are without transport to **your** onward destination.

### **You/your**

The person(s) named on the policy schedule and any immediate member of **your** family permanently residing at the same address during the **period of insurance**.

### **United Kingdom**

England, Scotland, Wales, Northern Ireland including Isle of Man & the Channel Islands.

### **We/us/our**

Ageas Insurance Limited and/or Ageas Retail Limited. Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales No 354568

## **What is covered**

In the event of any of the insured incidents, **we** will **reimburse you** up to the limit of £1,500 including VAT and **we** will assist with the arrangements for replacing **your keys** and **locks**, opening of safes or onward transportation.

## **Insured incidents**

1. Theft or loss of **your keys** - If **your** vehicle, home, office, garage, gate or any outbuildings including shed **keys** are stolen or lost anywhere in the **UK**, **you** must report this to both the police, obtaining a crime reference number or if provided a lost property number, and Ageas Insurance Limited. Following validation of **your** claim **we** will **reimburse you** or pay for the cost of **your key** or **lock** replacement up to the **policy limit**.
2. Broken or locked in **keys** - If **your keys** are locked in **your** vehicle, home or office or broken in any **lock** denying **you** access to **your** property, **you** must report this event to Ageas Insurance Limited. Following validation of **your** claim **we** will **reimburse you** or pay for the cost of gaining access and if necessary provide **reimbursement** for a replacement **key**, or repair or replacement of the damaged **lock**, up to the **policy limit**.
3. **Stranded** due to theft or loss of **keys** - if **you** are **stranded** due to theft or loss of **your** vehicle **keys** and have no access to **your** vehicle **we** will pay £75.00 per day including VAT for vehicle hire, for up to 3 days. As an alternative, public transport or taxi fares may be **reimbursed**.

## **Claims conditions**

1. For an **insured incident**, **we** will find an **appropriate solution** for **you** or **we** will **reimburse your** incurred costs, up to the **policy limit**. **We** will only provide one replacement key and one duplicate key for each key covered under a valid claim.
2. All lost or stolen **keys** or **keys** locked in **your** vehicle, home or office or broken in a **lock** must be reported to Ageas Insurance Limited on **0345 125 2441** as soon as possible. Lines are open 24 hours 7 days a week 365 days of the year.
3. The police must be notified of all lost and stolen **keys** and a crime reference or lost property number obtained in order to proceed with the claim.

4. Following validation of **your** claim **we** will either find an **appropriate solution** for **you** or **we** will **reimburse your** incurred costs, up to the **policy limit**. For any claims requiring **reimbursement** **you** must forward the original detailed invoice(s), receipt(s) and crime reference or lost property number to **us** as soon as possible after notifying Ageas Insurance Limited.
5. Claims for **reimbursement** of public transport or taxi fares will be assessed individually. All receipts and tickets for **you** and **your** passengers must be retained as proof of **your** claim.
6. If any incident that leads to a valid claim is covered under any other insurance policy, **we** will only pay **our** share of the claim.

## What we will not cover

1. All costs incurred where **you** have not notified Ageas Insurance Limited within a reasonable time of the incident.
2. Any claim for theft or loss of **keys** that is not reported to the police within a reasonable time of the incident and a crime reference or lost property number obtained.
3. Any claims for public transport or taxi fares with no valid receipts or tickets.
4. Any claim for replacing **locks** when only parts need changing.
5. Any claim for damage to **locks** by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything that happens gradually.
6. Any claim for damage to **locks** alone where there is no associated damage to the **keys**
7. Any claim for loss or damage caused by any act of war, invasion or revolution.
8. **Locks** that are damaged prior to the loss or theft of **keys**.
9. Replacement **locks** or **keys** of a higher standard or specification than those replaced.

10. Charges or costs incurred where Ageas Insurance Limited arranges for the attendance of a contractor at a particular location and **you** fail to attend.
11. Charges or costs incurred where **you** make alternative arrangements with a third party once Ageas Insurance Limited has arranged for a contractor to attend a particular location unless otherwise agreed by **us**.

## Geographical limits

This policy will only take effect for **keys** linked to property that is within the boundaries of the **United Kingdom**.

## Cancellation

**You** can cancel **your** policy within 14 days of the purchase date of **your** policy or the date **you** receive the policy documents (whichever is the later) by phoning **0800 519 1020**. **You** are entitled to a full refund provided you have not made a claim. There is no refund in premium if **your** cover is cancelled after 14 days.

**We** may cancel this policy by giving **you** at least 14 days written notice at **your** last known address. Valid reasons may include but are not limited to:

1. Fraud
2. Non Payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions
5. **You** or **we** cancel **your** underlying motor insurance policy

This policy runs concurrently with **your** motor insurance policy. If **your** motor insurance policy is cancelled for any reason this policy will also be cancelled.

## The Law that applies to this policy

This policy will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

## The language that applies to this policy

The contractual terms and conditions and other information relating to this contract will be in the English language.

## What to do if you have a complaint

If **you** are unhappy with the service that has been provided by Castle Cover (including information or documentation issued to **you**), **you** should contact Castle Cover as follows:

In writing:

Customer Relations Manager,  
Castle Cover,  
Deansleigh House,  
Deansleigh Road,  
Bournemouth,  
Dorset,  
BH7 7DU

By phone: 0800 519 1020

Or by email: [customerrelations@castlecover.co.uk](mailto:customerrelations@castlecover.co.uk)

If **your** complaint is specifically in relation to a claim, please contact the number provided to **you** on **your** claims documentation, or please write to:

Customer Services Adviser  
Ageas Insurance Limited  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
Hampshire  
SO53 3YA

Ageas Insurance Limited/Castle Cover will try to resolve **your** complaint by the end of the third working day and they will send **you** a summary resolution letter. If they are unable to do this, they will write to **you** within five working days to let **you** know what they are doing to resolve **your** complaint and let **you** know who is dealing with the matter. Within eight **weeks** of receiving **your** complaint, **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

**You** have the right to ask the Financial Ombudsman Service to review **your** complaint, free of charge, if for any reason **you** are still dissatisfied with either the summary resolution or final response letter, or if Ageas Insurance Limited/Castle Cover have not issued a final response within eight **weeks** from **you** first raising the complaint. However, **you** must do so within six months of the date of the summary resolution or final response letter.

**You** can contact the Financial Ombudsman Service as follows:

In writing:

Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR

By phone: 0800 023 4567 or 0300 123 9123

Or by email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that if **you** do not refer **your** complaint within the six months, the Ombudsman will not have Ageas' or Castle Cover's permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

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

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet our obligations **you** may be entitled to compensation under the scheme. This depends on the type of insurance, the size of your business and the circumstances of the claim. **You** can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100.

Castle Cover is a trading name of Ageas Retail Limited. Registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales 1324965. Ageas Retail Limited is authorised and regulated by the Financial Conduct Authority. FCA registered number: 312468. Insurance provided by Ageas Retail Limited is not available in the Channel Islands. Ageas Retail Limited is a sister company of Ageas Insurance Limited.

[www.castlecover.co.uk](http://www.castlecover.co.uk)