



LIMITED

# iGO4 Additional Product Policy - Motor

## Your Schedule will show which of these Sections You have chosen

Except where stated otherwise, this Policy has been arranged by Motorplus Limited & underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

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

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by Financial Conduct Authority and Prudential Regulation Authority. You can check this on the Financial Services Register by visiting [www.fca.org.uk/register](http://www.fca.org.uk/register), or by telephoning **0800 111 6768**.

Subject to the appropriate premium having been paid **We** agree to cover **You** as set out in this **Policy**.

Unless expressly stated nothing in this **Policy** will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

## Definitions – These apply to all Sections except where noted otherwise

Words shown in **bold** have the same meaning wherever they appear in this **Policy**.

### Accident

Any **Bodily Injury** which is caused by a sudden, unexpected specific event occurring at a time and place following a road incident within the **Territorial Limits**.

### Accidental Damage

The sudden and unforeseen harm to the item of **Property Insured** or that has resulted in damage to **Your Alloy Wheels** not otherwise specifically excluded from this **Policy**.

### Accessories

Headphones, covers, stands, holders and other miscellaneous items that are designed to be used with the **Property Insured** to a limit of £50 of cover.

### Administrator

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

### Alloy Wheels(s)

The **Alloy Wheels** that are of original specification to the **Vehicle** that were present on the **Vehicle** at the time **You** purchased the **Vehicle**.

### Appointed Lawyer

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

### Approved Repairer

A firm or trader appointed by the **Administrator**.

### Bodily injury

A physical injury incurred during the **Period of Insurance**, resulting solely and independently from an **Accident** which within 12 months from the date of the **Accident** results in the **Insured Person's** death or disability.

### Claim Limit

The maximum amount payable under the **MOT Test** part of **Section G – Keep Motoring** is £750.00 (inc Vat). The first £10.00 of any claim will form the basis of a claims excess payable by the **Insured**.

The maximum amount payable under the **Alloy Wheel** part of **Section G – Keep Motoring** is £1,000 (inc Vat) in any one

### Period of Insurance.

The maximum amount payable under the **Mis-fuelling** part of **Section G – Keep Motoring** is £2,500.00 (inc Vat)

### Conditional Fee Agreement

A written agreement between **You** and the **Appointed Lawyer** entered into pursuant to Section 58(1) Courts and Legal Services Act 1990 as defined in the Conditional Fee Agreement Regulations 1998 and an agreement between the **Appointed Lawyer** and counsel, if appropriate.

### Depreciation

For items that are two year old or more, from the date of original purchase, a sum equivalent to 10% for each year will be deducted from the **Value**.

### Endorsement

Any terms and conditions additional to this **Policy** and specified on **Your Schedule**.

### Evidence of Ownership

Original purchase receipt, showing the date, price paid, details of the **Property Insured** and name and address of seller, or other evidence which clearly demonstrates ownership.



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### **Family**

The parents or spouse of a **Policyholder** (or any other person they are living with as if they are married to them or with whom they are registered under a civil partnership) and the **Policyholder's** children under the age of 21 years who live with the **Policyholder** at the **Insured Location**.

### **Fob**

The numbered tag issued to the **Policyholder** by the **Administrator** which the **Administrator** has registered in the **Policyholder's** name

### **Forcible and Violent Entry**

Entry evidenced by visible damage to the **Vehicle** at the point of entry.

### **Hire Charges**

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

### **ICME**

The Institute of Chartered Mechanical Engineers.

### **Identity Theft**

A suspicion or concern that **Your** personal details have or may be stolen or used by another person without **Your** permission.

### **Insured Event**

The loss or **Theft** of or damage to, any **Insured Key**.

### **Insured Incident**

An event which causes damage to the **Vehicle** or to **Your** personal property in it.

### **Insured Location**

The **Policyholder's** permanent place of residence within the United Kingdom.

### **Insured Key**

Any key which is attached to the **Fob**.

### **Locked Luggage Compartment**

a) a locked car boot; or  
b) a locked rear storage area of a hatchback, four-wheel drive, estate car MPV or SUV, subject to a factory fitted cover being in place, and where not available, kept out of sight; or  
c) a locked rigid bodied van, mini bus or campervan providing the windows have been obscured and providing the item of **Property Insured** is in a compartment of the **Vehicle** not accessible from the driver's area or, where the compartment is accessible, kept out of sight.

Any other form of transport and luggage compartment or storage is excluded from cover.

### **Insured Person**

**You** and any passenger in or on the **Vehicle**.

### **Insurer**

The provider of the cover for the motor insurance policy to which this **Policy** is annexed.

### **Legal Costs**

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

### **Limit of Indemnity**

£1,500 being the maximum amount payable in aggregate in each **Period of Insurance**.

### **Loss of Limb(s)**

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

### **Loss of Sight**

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

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

### **Loss of Use**

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

### **Material Fact(s)**

Any fact, information or change in circumstances which would have a bearing on **Our** acceptance of **Your** cover or which may increase the possibility of, **Theft** or **Accidental Damage** covered by this **Policy**.

### **Mis-fuelling / Wrong Fuel / Mis-fuel**

The introduction of the wrong accelerant (fuel) including Diesel BSEN 590, Unleaded BSEN 228 or Super Unleaded BS7800 into fuelling system due to human error, but NOT including bio-diesel, Leaded fuel (4 Star), Urine, red diesel, ethanol.

### **MOT Certificate.**

The **MOT Certificate** (VT20) issued by the **MOT Test Station** in respect of the **Vehicle**.

### **MOT Test**

The vehicle assessment supervised by the Vehicle and Operator Services Agency on behalf of the Secretary of State for Transport.



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#### **MOT Test Station**

The garage or other business which has been authorised by the Vehicle & Operator Services Agency to offer an MOT Testing service on behalf of the Secretary of State for Transport.

#### **Notification of refusal to issue an MOT Certificate**

Notice of refusal to issue an **MOT Certificate** (VT30) issued by the MOT Test station should the **Vehicle** fail to meet the requirements of the **MOT Test**.

#### **Period of Insurance**

The period of time for which the **Premium** has been paid by **You** that runs concurrently with **Your** motor insurance policy to which this **Policy** is annexed as identified on **Your Schedule** of insurance.

#### **Permanent Total Disablement**

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

#### **Policy**

The definitions, terms, conditions, exclusions, how to claim and various **Sections** laid out in this booklet along with **Your Schedule** and any **Endorsement** attached to **Your Schedule**

#### **Policyholder**

The person who has taken out this **Policy** or for **Section C – Key Cover** the person in whose name the **Administrator** has registered the Fob.

#### **Premium**

The amount referred to as such on **Your Schedule**.

#### **Property Insured**

All the items listed on **Your Schedule** being personal portable items such as PDA's, iPods, Mp3 players, DVD players, blackberries, speedtrap and radar detectors, portable satellite navigation systems and other sound, vision, communications and data bearing devices (excluding mobile phones unless part of a PDA).

#### **Section**

The specific part of this **Policy** for which you are covered

#### **Schedule**

The **Schedule** issued to **You** and any **Endorsement** attaching to it.

#### **Territorial Limits**

As a resident of the **United Kingdom** cover is applicable anywhere in the UK. Subject to the payment of the required additional **Premium** cover is applicable:

- a) in the **United Kingdom**, or
- b) anywhere in the European Union and up to 30 days Worldwide during any one **Period of Insurance** for

#### **Section F – Gadget Cover; or**

c) Worldwide at any time during the **Period of Insurance** as shown on **Your Schedule** for **Section F – Gadget Cover**, or

d) up to 21 days in Europe in the **Period of Insurance** for **Section D – Personal Accident Plus**.

e) In England, Scotland and Wales only for **Section H – Windscreen Cover**

#### **Terrorism**

An act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to, or does intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

#### **Theft**

The unauthorised dishonest appropriation or attempted appropriation of property by another person with the intention of permanently depriving **You** of it.

#### **Unattended**

Whilst the **Property Insured** is not being used or held by **You**, or on **Your** person, or is given to the care of a responsible adult or **You** or they are not in a position to prevent interference to the item of **Property Insured** other than when in the **Insured Location, Locked Luggage Compartment** or locked **Vehicle** in respect.

#### **Value**

The usual new undiscounted replacement cost (including VAT) from a reputable dealer as at the inception date of this **Policy**.

#### **Vehicle**

The motor vehicle specified in the certificate of motor insurance to which this **Policy** is annexed and in respect of which the **Policyholder** is the Registered Keeper.

#### **Wear and Tear**

The gradual deterioration associated with normal use and age of the **Vehicle** or other item and its components.

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

The **Insurer** or cover provider named in **Your Schedule**

#### **Worn Out**

To have reached the end of effective working life because of age and/or usage.



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### Written Off

The **Vehicle** being assessed as being damaged beyond the point where it would be economical to fund its repair. In the event that the **Policyholder** is comprehensively insured, such assessment must be made by their motor Insurers. In the event that the **Policyholder's** motor insurance is not comprehensive, such assessment will be made by **Us** (or, if **You** are not responsible for the **Insured Incident**) by the insurers of the party responsible.

### You/Your/Yourself

The **Policyholder** and any person driving or riding in or on the **Vehicle** who is:

- domiciled in the **United Kingdom**; and
- authorised to drive the **Vehicle** by the **Policyholder's** motor insurance certificate; and
- has the **Policyholder's** permission to make a claim; but NOT including passengers in or on the **Vehicle** at the time of the **Insured Incident**.

### OR

The **Policyholder** and any member of their **Family** residing at the same address as the **Policyholder** during the **Period of Insurance for Section E – Key Cover**.

## Section A

### Motorist Legal Expenses

Terms and Conditions that apply to all **Sections** of this **Policy** are noted at the back of this **Policy** booklet including information on **How to Claim**

This is a contract of insurance between **You** and **Us**. The insurance provided covers **Legal Costs** and expenses, subject to the terms, limits of indemnity, exclusions and conditions contained herein, in respect of an Insured event which occurs within the **Territorial Limits** and during the **Period of Insurance** for which **You** have paid or agreed to pay the **Premium**.

This **Section** can help where **You** have had a motor collision, which was not **Your** fault.

**You** can ask for assistance where:

- You** need temporary transport; or
- You** have suffered losses which **Your Insurer** does not refund ("uninsured" losses).

## WHAT IS COVERED

Subject to the terms, conditions, exclusions and limitations in this **Policy**, **We** will pay **Legal Costs** to a maximum of £75,000.00 in order to pursue a claim directly arising from one or more **Insured Incidents**, occurring within the **Territorial Limits** and during the **Period of Insurance** and provided that the premium has been paid, if **We** deem that there are reasonable prospects of success.

How **We** will help

- Following an **Insured Incident** **We** will take all the details, collate the information about **Your** losses and negotiate to try and recover them. If an **Appointed Lawyer** is used, **We** will pay the **Legal Costs** for this.
- If a decision is appealed **We** will help in appealing or defending an appeal.
- If the **Vehicle** is undriveable **We** can make arrangements for it to be towed to a place of **Your** choosing.

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

d) If the **Insured Incident** was caused by another person, **We** may be able to supply a replacement hire vehicle if **Your** own **Vehicle** is undriveable.

e) If **You** have "uninsured losses" (losses which **Your** own **Insurers** will not refund **You**, such as lost earnings or policy excess, but not including compensation for injuries) then once **Your** claim is reported and accepted, **We** will try to recover these losses for **You** from the person who caused the **Insured Incident** or their insurers.

PLEASE NOTE:

- We** may elect not to assist with a claim, or cease to deal with it if it appears to **Us** at any stage that the claim does not have reasonable prospects of success.
- We** cannot assist if **You** have an **Insured Incident** that is caused by an uninsured or untraced motorist.
- Please do not contact a solicitor without **Our** prior agreement. **We** will not pay the costs incurred in such circumstances.
- This **Section** does not cover the costs of a claim for death or personal injury, in respect of which separate funding such as a **Conditional Fee Agreement** would be necessary.

## Telephone Legal Advice Helpline

Available 24 hours a day throughout the year to provide **You** with confidential telephone advice about any personal legal problem in the European Economic Area. To help **Us** monitor **Our** service standards, telephone calls may be recorded. When phoning, please tell **Us** that **You** are a member of the Motorplus scheme. Please do not phone the Helpline to report a general insurance claim.

**We** will not accept responsibility if the Helpline services are unavailable for reasons **We** cannot control. To contact the helpline, phone: **0333 241 9133**, quoting the reference Motorplus.

**Exclusions specific to this Section A – Motor Legal Expenses**

## 1. Any claim:

- a) which **You** do not report to **Us** within 180 days after the date on which the **Insured incident** occurs;
- b) relating to a contract involving the **Vehicle**.
- c) arising whilst the **Vehicle** is being used by anyone who does not have valid motor insurance.
- d) arising out of an incident which is wholly or substantially caused by a motorist who is untraced or uninsured.

2. **Legal Costs** of or relating to claims regarding:

- a) a dispute with **Us** or with **Your** insurance broker or provider;
- b) any failure caused by any date related event or any computer, electric, electronic or mechanical error;
- c) death or personal injury.

3. **Legal Costs** incurred:

- a) before **Our** written acceptance of a claim;
- b) whilst **You** are bankrupt, in administration or in receivership, or if **You** have entered into a composition with creditors.

4. The balance of **Legal Costs** incurred over and above any figure **We** have previously agreed.5. **Legal Costs** incurred during any legal action **You** take which **We** have not agreed to, or where **You** do anything that hinders **Us** or the **Appointed Lawyer**.6. Any claim for **Hire Charges** if:

- a) **You** are claiming against a person who does not have a valid motor insurance;
- b) **We** cannot identify and trace the person responsible for causing the **Insured Incident**;
- c) **You** make **Your** own arrangements for vehicle hire.
- d) **You** have allegedly unlawfully consumed alcohol or other drugs.

**Conditions specific to this Section A – Motor Legal Expenses**1. **You** must:

- a) abide by the terms and conditions of this **Policy**.
- b) try to prevent or minimise **Legal Costs** wherever possible.
- c) send **Us** everything **We** ask for in writing.

2. **We** can:

- a) take over any claim or proceedings at any time and conduct them in **Your** name.
- b) negotiate or settle any claim or proceedings on **Your** behalf.
- c) contact **You** direct at any time.

## 3. General

- a) An **Appointed Lawyer** will be appointed by **Us**, representing **You** pursuant to **Our** standard terms of appointment.
- b) The **Appointed Lawyer** will have direct contact with **Us** and must co-operate fully with **Us** at all times.
- c) **You** must co-operate fully with the **Appointed Lawyer** and with **Us**, keeping **Us** informed and attending meetings or hearings as may be required at **Your** own expense.
- d) **You** must give the **Appointed Lawyer** any instructions that **We** request.
- e) If it becomes necessary to appoint a lawyer to assist **You** before the issue of court proceedings **We** will choose the **Appointed Lawyer**. If by the date when it is necessary to issue court proceedings **We** have not already chosen an **Appointed Lawyer**, **You** can nominate one by sending **Us** the name and business address of a suitably qualified person. **We** may choose not to accept **Your** nominee but only in exceptional circumstances. If there is a disagreement over the choice of **Appointed Lawyer** another suitably qualified person can be appointed to decide the issue (see below).
- f) **You** must at **our** request instruct the **Appointed Lawyer** to have any **Legal Costs** taxed, assessed or otherwise audited.
- g) **You** must take all necessary steps to assist the recovery of **Legal Costs** from any other party, and pay **Us** any **Legal Costs** so recovered.
- h) **We** will not be bound by any undertaking or other promise or assurance **You** may give to any other person.
- i) If **You** or the **Appointed Lawyer** terminate their retainer, **We** will consider the reasons why. **We** may then end the cover provided by this **Policy**, or **We** may agree to appoint another **Appointed Lawyer**.
- j) If **You** settle, withdraw or abandon a claim without **our** prior agreement, or fail to give suitable instructions to the **Appointed Lawyer**, the cover **We** provide will end immediately and **We** will be entitled to reclaim from **You** any **Legal Costs** paid by **Us**.
- k) If **We** and **You** disagree about the choice of **Appointed Lawyer**, or about the handling of a claim, **We** and **You** can choose another suitably qualified person to decide the matter, agreeing the choice of this person in writing. If this is not possible **We** will ask the President of the relevant national Law Society to nominate a suitably qualified person. The Party whose choice is rejected must pay the costs and fees incurred in resolving the disagreement.
- l) This **Policy** does not cover the costs of a claim for death or personal injury, in respect of which separate funding such as a **Conditional Fee Agreement** would be necessary.





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#### 4. Claims Negotiation

- a) **You** must inform Us of any proposal to settle a claim including any Payment into Court. If **You** reject an offer that **We** consider reasonable, **We** may refuse to pay any further **Legal Costs**.
- b) **You** must not negotiate or agree to settle a claim without **our** prior approval.

5. **We** may elect to pay **You** the amount of damages **You** are claiming, instead of starting or continuing a claim.

6. **We** may if **We** see fit require that **You** obtain Counsel's Opinion from a barrister agreed by **You** and **Us**, as to the merits of a proposed claim or proceedings. **You** will be responsible for the costs of obtaining the Opinion, but if this indicates that there are reasonable grounds for the pursuit of a claim or proceedings, **We** will refund Counsel's fees.

7. **We** will not pay any claim that is covered under any other policy or in respect of which Trade Union cover is in force, or would have been so covered but for this **Policy**.

8. If **You** die, **We** will insure **Your** personal legal representatives to pursue disputes covered by this **Policy** arising from **Your** death, providing they keep to the terms of the **Policy**.

9. Any Act of Parliament mentioned in the **Policy** includes equivalent laws in the relevant jurisdiction in which any claim arises.

10. If **We** are able to provide a hire vehicle:

- a) **We** may attempt to recover **Hire Charges** from any third party in **Your** name; **You** must assist in such attempts and pay any **Hire Charges** so recovered to **Us**.
- b) **We** will specify the hire company to be used.
- c) **We** will select the vehicle hired.
- d) **You** must at all times abide by the hire company's terms and conditions.
- e) **You** must fall within any age and licensing criteria of the hire company.
- f) **You** must either be responsible for the excess on any insurance claim if the hire vehicle is damaged during the hire period, or pay a premium for CollisionDamage Waiver. Full details will be provided before the hire commences.

## Section B

### Premium Motorist Legal Expenses

Terms and Conditions that apply to all **Sections** of this **Policy** are noted at the back of this **Policy** booklet including information on **How to Claim**.

Every Term and **Condition** noted under **Section A – Motor Legal Expenses** also applies to **Section B**, plus these additional Terms & Conditions.

## WHAT IS COVERED

1. This **Section** can help where **You** have suffered or are concerned that **You** may have suffered **Identity Theft** of personal details. Where **You** are concerned that **Your** personal details have or may be stolen or used without **Your** permission **We** will provide a confidential helpline offering support and information and advice on how to sort problems which have arisen - call **0800 008 6709**.

2. If the **Insured Incident** was **Your** fault and the **Vehicle** is written off or if the **Vehicle** is damaged as a result of fire, **Theft** or vandalism, **We** may also be able to supply a replacement hire vehicle.

- a) **We** will fund **Hire Charges** following:
  - i. the **Theft**, attempted **Theft**, fire or vandalism of the
  - ii. **Vehicle** where it is rendered undrivable; or
  - iii. a collision involving the **Vehicle** as a result of which it is
  - iv. **Written Off**; or
  - v. a collision in which the **Vehicle** is damaged but
  - vi. economically repairable, where that collision was not
  - vii. **Your** fault.
- b) Payment of **Hire Charges** will be made:
  - i. for a maximum single period of 14 days; or
  - ii. (in the event that the **Vehicle** is **Written Off** in a collision) until the date on which **You** receive a cheque in settlement of the value of the **Vehicle**, if this is sooner; or
  - iii. (in the event that the **Vehicle** is undrivable following a **Theft**, attempted **Theft**, fire or vandalism incident
  - iv. or collision which was not **Your** fault) until the date the **Policyholder** can drive the **Vehicle** again, if this is sooner.

### Conditions specific to this **Section B – Premium Motor Legal Expenses**

1. **You** must report the incident to the **Policyholder's** motor Insurers; and
2. **You** must report any criminal act to the Police.

## Section C

### Key Cover

Terms and Conditions that apply to all **Sections** of this **Policy** are noted at the back of this **Policy** booklet including information on **How to Claim**

The Key Cover has been designed to look after **You** in the event **Your** keys are lost, stolen or broken. **Your Fob** will be sent to **You** by the **Administrator** under separate cover.

## WHAT IS COVERED

If during the **Period of Insurance** and within the **Territorial Limits** an **Insured Key** is lost, damaged or stolen, **We** will:

1. Pay up to £1,500 in respect of locksmiths charges, new locks (if a security risk has arisen) and replacement keys (including any immobiliser, infra-red handset and/or alarm which is integral to any **Insured Key** if such cannot be repaired or re-programmed), car hire and onward transport costs and the re-programming of immobilisers. Infra-red handsets and alarms which are attached to the **Fob** but are not integral to an **Insured Key**.

2. Pay a £10 reward payable to the finder of a lost **Insured Key**.

3. Provide an Emergency Helpline 24 hours a day, 365 days a year.

## This Section Will Not Cover

**We** will not indemnify **You** in respect of:

- a) Keys lost, stolen or damaged when such keys are not attached to the **Fob** (unless **You** have already notified the **Administrator** that the **Fob** has been lost or damaged and **You** are awaiting a replacement, in which event the **Administrator** will consider a claim in respect of any key which they are satisfied would otherwise have been attached to the **Fob**);
- b) any amount exceeding £1,500 in aggregate in the same **Period of Insurance**;
- c) sums claimed where **You** do not produce receipts or invoices for payments **You** have made;
- d) **Insured Keys** which are lost until 5 days have elapsed since the loss (unless the **Administrator** is satisfied that a delay would cause undue hardship or significant expense);
- e) **Insured Keys** lost or broken by, or stolen from, someone other than **You**;
- f) any associated costs (other than the cost of replacing the **Insured Key**) where duplicate keys are available;
- g) any **Insured Event** not reported to the **Administrator** within 30 days of the loss, **Theft** or damage;
- h) locks which are damaged prior to the loss or **Theft** of keys;

- i) replacement locks or keys of a higher standard of specification than those replaced;
- j) sums exceeding £50 per incident in respect of any **Insured Key** locked inside property or broken in lock or ignition;
- k) vehicle **Hire Charges** where a hire vehicle exceeds 1600cc;
- l) the balance of vehicle **Hire Charges** over a maximum sum of £40 per day;
- m) vehicle **Hire Charges** after the third day of hire;
- n) charges or costs incurred where the **Administrator** arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location and **You** fail to attend;
- o) charges or costs incurred where **You** make alternative arrangements with a third party once the **Administrator** has arranged for a locksmith or other tradesman, agent or representative to attend a particular location;
- p) the balance of transport costs over a maximum sum of £75 per day;
- q) loss or destruction of, or damage to, any property other than an **Insured Key** and its associated lock or ignition system, and any immobiliser, infra-red handset and/or alarm attached to the **Fob**;
- r) any loss of earnings or profits which **You** suffer as a result of the loss or **Theft** of, or damage to an **Insured Key**;
- s) loss or **Theft** of, or damage to an **Insured Key** which occurs outside the **Period of Insurance**;
- t) claims arising as a result of **Your** failure to take all reasonable steps to safeguard an **Insured Key**.

## Section D

### Personal Accident Plus

Terms and Conditions that apply to all **Sections** of this **Policy** are noted at the back of this **Policy** booklet including information on **How to Claim**.

This document forms a legally binding contract of insurance between **You** and **Us**. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

The contract is based on the information **You** provided in **Your** proposal for the motor insurance policy to which this **Policy** is annexed. The insurance provided by this document covers death or disability that occurs during any **Period of Insurance** for which **You** have paid, or agreed to pay the **Premium**. The insurance is provided under the terms and conditions contained in this document.



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## WHAT IS COVERED

Provided that:

1. the **Insured Person** has not attained 81 years of age; and,

2. the **Insured Person** is normally resident in the United Kingdom;

**We** will pay up to the sum insured shown below if an **Insured Person** suffers loss, damage, death or **Bodily Injury** whilst driving or travelling in the **Insured Vehicle** within the **Territorial Limits** during the **Period of Insurance**.

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

1. Accidental Death £30,000
2. **Loss of Sight** in one or both eyes £30,000
3. **Loss of Limbs** (one or more) £30,000
4. Permanent total loss of speech £30,000
5. Permanent total loss of hearing
  - in one ear £ 7,500
  - in both ears £30,000
6. **Permanent total disablement** £30,000

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

The maximum accumulation limit for any one **Accident** shall be £240,000.

## Exclusions specific to this Section D – Personal Accident Plus

**We** will not be liable for:

1. claims arising from or relating to physical or mental conditions or disabilities of a recurring or chronic nature from which the **Insured Person** suffered and was known to suffer, prior to the inception of this Insurance;
2. death or disablement directly or indirectly arising out of or consequent upon or contributed to by:
  - a) use of the **Vehicle** for hire or reward, racing, competition, rallies, trials, speed testing or for any purpose in connection with the motor trade, haulage or courier services, minibus, due to deliberate exposure to exceptional danger (except in an attempt to save human life), or the **Insured Person's** own criminal act, or due to alcohol or drugs.
  - b) due to provoked assault or fighting (except in bona fide self defence).
  - c) private or public hire or professional driving instruction;
  - d) riding a motorcycle or moped as a driver or passenger;
  - e) an **Insured Person** committing or attempting to commit suicide or intentionally inflicting self injury, while sane or insane;

f) any matrimonial or family dispute.

## Conditions specific to this Section D – Personal Accident Plus

### 1. Aggravated Physical Disability

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

### 2. Notification

The Police must be notified immediately following any event likely to give rise to a claim under this **Section**.

## Section E Replacement Car

Terms and Conditions that apply to all **Sections** of this **Policy** are noted at the back of this **Policy** booklet including information on **How to Claim**

Every Term and Condition noted under **Section A – Motor Legal Expenses** also applies to **Section C**, plus these additional Terms & Conditions

## WHAT IS COVERED

If the **Insured Incident** was **Your** fault and **Your Vehicle** is written off or if the **Vehicle** is damaged as a result of fire, **Theft** or vandalism, **We** may be able to supply a replacement hire vehicle.

**We** will fund **Hire Charges** following:

- a) the **Theft**, attempted **Theft**, fire or vandalism of the **Vehicle** where it is rendered undriveable; or
- b) a collision involving the **Vehicle** as a result of which it is **Written Off**; or
- c) a collision in which the **Vehicle** is damaged but economically repairable, where that collision was not **Your** fault.

Payment of **Hire Charges** will be made:

- a) for a maximum single period of 14 days; or
- b) (in the event that the **Vehicle** is **Written Off** in a collision) until the date on which **You** receive a cheque in settlement of the value of **Your Vehicle**, if this is sooner; or
- c) (in the event that the **Vehicle** is undriveable following a **Theft**, attempted **Theft**, fire or vandalism incident or collision which was not **Your** fault) until the date the **Policyholder** can drive the **Vehicle** again, if this is sooner.



## Conditions specific to this Section E – Replacement Car

1. **You** must report the incident to the **Policyholder's** motor Insurers; and

2. **You** must report any criminal act to the Police.

## Section F Gadget Cover

Terms and Conditions that apply to all **Sections** of this **Policy** are noted at the back of this **Policy** booklet including information on **How to Claim**

### WHAT IS COVERED

#### Part 1.

Where the **Policyholder** suffers a **Theft** of the **Property Insured** from the **Vehicle** whilst within the **Territorial Limits**, during the **Period of Insurance**, **We** will at **Our** option, replace, or pay the cost of replacing the item of **Property Insured**, with a similar article of like kind, functionality, and quality.

#### Exclusions specific to this part 1 of Section F – Gadget Cover

- a) Policy Excess of £25;
- b) Any claim over £250;
- c) any claim for **Accessories** unless the **Property Insured** is stolen at the same time;
- d) **Theft** by a person or persons to whom the **Property Insured** is entrusted other than a **Family** member;
- e) **Theft** when You have not complied with Security Requirement 1;
- f) **Theft** when access has not been made by **Forcible and Violent Entry**;
- g) unexplained **Theft**;
- h) any reinstatement costs for data, recompilation or downloads;
- i) **Depreciation** when the **Property Insured** is more than two years old;
- j) **Theft** when the **Property Insured** is not in a **Locked Luggage Compartment** of a **Vehicle**, except in respect of

#### Part 2.

Where the **Policyholder** suffers **Accidental Damage** to the **Property Insured** within the **Territorial Limits**, during the **Period of Insurance**, **We** will at **Our** option, repair to its prior level of functionality or replace, any part, or, if beyond economic repair, replace the **Property Insured** with a similar article of like kind, functionality and quality. Where the **Property Insured** is economical to repair but the parts required are obsolete **We** will pay a cash settlement equivalent to the cost of the repair of the **Property Insured**.

## Exclusions specific to this part 2 of Section F – Gadget Cover

- a) Policy Excess of £25.
- b) Any claim over £250.
- c) Any claim for **Accessories** unless the **Property Insured** is damaged at the same time.
- d) When **Accidental Damage** is sustained in transit when handed to a recognised transport provider, unless the **Property Insured** is securely packaged.
- e) When hired out by the **Policyholder** to any other person other than a **Family** member.
- f) When the **Property Insured** is **Unattended**.
- g) **Accidental Damage** to any leads earphones, earpieces and cables unless the item of **Property Insured** is damaged at the same time.
- h) **Wear and tear**, gradually operating causes, wet or dry rot, atmospheric or climatic conditions, frost, insect and vermin.
- i) Marring, scratching, denting.
- j) Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
- k) Mechanical, electronic or electrical breakdown and/or derangement unless fire ensues immediately.
- l) Defects in operation.
- m) Failure to use or maintain the **Property Insured** in accordance with the manufacturers instructions;
- n) faulty or defective design, materials or workmanship or latent defect.
- o) Any reinstatement costs for data, recompilation or downloads.
- p) **Depreciation** when the **Property Insured** is more than two years old and beyond economical repair.

#### Exclusions specific to all of this Section F – Gadget Cover

1. This insurance does not cover any **Accidental Damage** or **Theft** or any expense whatsoever or any consequential loss or any legal liability of whatsoever nature, directly or indirectly caused contributed to by or happening through or in consequence of:
  - a) delay, confiscation, nationalisation or detention by Customs or other government or public authority;
  - b) **Depreciation** or consequential loss of any kind;
  - c) intentional causes at the direction of, or with **Your** knowledge;
  - d) the failure of; or the fear of the failure of; or the inability of any equipment or any computer programme to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date;
2. Any individual item not specified on **Your Schedule** as **Property Insured**.
3. Any liability in excess of £250, or **Value**, whichever is the lesser.



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4. The **Property Insured** where **Evidence of Ownership** has not been provided.

5. Any additional claims costs resulting from supply of equipment from outside the United Kingdom, when items are unavailable in the United Kingdom or delivery is required to addresses outside of the United Kingdom.

6. Any individual item of **Property Insured** with a **Value** over £100 unless **We** have agreed cover and included the item on **Your Schedule** and specified any applicable **Endorsement**.

7. Where the total **Value** of **Property Insured** exceeds £250 unless **We** have agreed cover.

8. Any consumable items such as leads, cables, bulbs, fuses, wiring failure, disks and software (unless the software is purchased new as a standard software package and providing that it cannot be reinstated from a back up disk (any such back up disk must be kept in a separate location), and that any code (a record of which must be kept by the **Policyholder**) or protection device is no longer available or will operate.

## Conditions specific to this Section F – Gadget Cover

### 1. Security requirements for Vehicles

**Theft** whilst the item of **Property Insured** is in a **Vehicle** shall only be covered in circumstances where:

- a) The **Property Insured** is stored in a **Locked Luggage Compartment** of a **Vehicle**.
- b) All doors, windows and other openings of the **Vehicle** are left closed, securely locked and properly fastened.
- c) Access to the **Vehicle** must have been by **Forcible and Violent Entry**.
- d) All security devices installed in the **Vehicle** are in operation
- e) Where possible, when at the **Insured Location** the **Property Insured** must be removed from the **Vehicle** and stored within the **Insured Location**.
- f) Any **Vehicle** used must have:
  - i. valid motor insurance;
  - ii. a valid **MOT Certificate** where applicable;
  - iii. current road tax where applicable; and
  - iv. all windows and locks that are capable of rendering the **Vehicle** secure

### 2. Automatic reinstatement of cover

In the event of a claim resulting in a total loss and subsequent replacement, cash or voucher, **We** will automatically reinstate cover on replacement equipment upon confirmation from the **Policyholder** of the new property to be Insured without change to the **Schedule** renewal date. Following a claim, **We** reserve the right to decline cover or apply special terms.

### 3. Entitlement to **Policy** benefits

The benefits detailed in this **Section** in respect of the **Property Insured** are only payable to the named **Policyholder** and any claim may only be presented by the named **Policyholder**.

### 4. Reasonable care

The **Policyholder** must take all reasonable care to prevent any **Accidental Damage** or **Theft**, and keep their **Property Insured** and the **Insured Location** in a good state of repair and condition. The **Policyholder** must take all reasonable care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

### 5. Under insurance

Only items with an individual **Value** of £250 or less are eligible to be covered under this **Section**. If the **Policyholder** lists an item which has higher **Value** than £250 they will not be entitled to any indemnity from this **Section**.

## Section G Keep Motoring

Terms and Conditions that apply to all **Sections** of this **Policy** are noted at the back of this **Policy** booklet including information on **How to Claim**.

## WHAT IS COVERED

### 1. MOT Cover

Within the **Period of Insurance** where a VT30 (MOT failure certificate) is issued in respect of the **Vehicle** listing one or more of the item(s) specified below as the reason for not issuing a VT20 (**MOT Certificate**), **We** will pay the cost of repair or replacement (as necessary) subject to the **claim limit** providing that:

- a) a claim is made in the period between 30 days prior to and 30 days after the date the **MOT Test** is due; and
- b) any replacement or repair is authorised in advance by the **Administrator** and carried out by an **Approved Repairer**; and
- c) **You** must submit the VT20, VT30 and repair invoice when available.

## LIST OF FAULTS COVERED (subject to the **Claim Limit**):

- i. Lighting equipment - headlamps, front and rear side lamps, number plate illumination lamp, headlamp aim, stop lamps, rear reflectors, rear fog lamps, hazard warning lamps and control, direction indicator control, fog lamp on/off indicator.
- ii. Steering and suspension - steering control, steering mechanism and system, power steering, transmission shafts, wheel bearings, front and rear suspension and shock absorbers, suspension drag link, track rod ends, suspension springs, wishbones, swivel joints,

- suspension mountings, sub frame.
- iii. Brakes - master cylinder, wheel cylinders, calipers, load compensator, ABS modulator/sensors, electronic control unit, hoses/cables.
- iv. iv) Seats and seatbelts - the condition and operation of all seats, seatbelts, pre-tensioners and seatbelt mountings.

General - carburettor, fuel injection, engine management unit or sensor replacement directly as a result of calibration failure to meet MOT exhaust emission standards, horn, speedometer, and speed limiter, windscreen wipers and washers, (excluding wiper blades and rubbers). NB. Tuning and adjustments only if necessary to meet MOT exhaust gas emission standards.

## 2. Alloy Wheel cover

Within the **Period of Insurance**, **We** will pay for the cost of repairs (subject to the **Claim Limit**) resulting from **Accidental Damage** which has occurred within the **Territorial Limits** to the **Policyholder's Alloy Wheels**. Claims will be handled by the **Administrator** and the repairs will be carried by **Our Approved Repairer**, who will make all efforts to affect the repair to the **Policyholder's** satisfaction.

## 3. Mis-fuelling cover

Within the **Period of Insurance** **We** will pay all costs (subject to the **Claim Limit**) associated with fitting parts affected by **mis-fuelling** as specified by individual manufacturers.

## Exclusions specific to this Section G – Keep Motoring

1. **We** shall not be liable for any claims arising thereby or indirectly caused or contributed by or in consequence of a loss:

- a) of "Aftermarket" or non-original wheels, Diamond (laser) cut rims, wheels with split rim construction or with chrome effect finishes (**Alloy Wheel** cover);
- b) to a **Vehicle** that normally Uses Bio-diesel, ethanol, red diesel, autogas or non standard fuel (**mis-fuelling** cover);
- c) arising from **Accident Damage** or adjustments or tuning, nor for the fee payable either for the **MOT Test** or for any retest (MOT cover);
- d) occurring during the warranty or guarantee period of any manufacturer, or where faults have developed during such period prior to the commencement of the **Period of Insurance** (provided they were evident at that time) and which have not been completely rectified;
- e) resulting from any modification to the **Vehicle** or the substitution of components by nonstandard components or equipment not approved by the manufacturer of the **Vehicle**;
- f) if the mileometer has been altered or disconnected or inoperative resulting in the mis-representation of the **Vehicle's** actual mileage;
- g) caused by or arising from:
  - i. routine servicing maintenance or repair of the **Vehicle**

- or from negligence, abuse or willful damage;
- ii. the subjecting of the **Vehicle** to a load greater than that permitted by the manufacturer's recommendations;
- iii. fire, self-ignition, lightning, earthquake, explosion, frost, storm, tempest, flood, water damage, **Theft** or attempted **Theft**, aircraft or other aerial devices or articles dropped there from or any extreme cause;
- iv. any road traffic accident or collision;
- h) relating to taxis, self drive hire, driving schools, commercial **Vehicles**, or vans with a carrying capacity exceeding 3500kg, or to **Vehicles** used in any sort of competitions, rallies, pace making or off road use;
- i) involving components subject to recall or repair or replacement by the manufacturer or attributable to a manufacturer's design defect;
- j) caused by or arising from antifreeze, hydraulic fluids, grease or oils (other than those falling within the definition of **mis-fuelling**);
- k) arising during routine servicing or repair;
- l) arising from any contractual liability;
- m) relating to any **Vehicle** owned by a garage or its associated businesses or by the proprietor of such garage or associated businesses, or by an employee or relative of such proprietor, or component breakage occurring whilst the **Vehicle** is in the custody or control of such persons;
- n) involving death, bodily injury or loss of or damage to property other than the insured components or loss of use or any consequential loss of whatsoever nature;
- o) arising from non-compliance with the conditions relating to the servicing of the **Vehicle**;
- p) involving any of the following **Vehicle** types: all American, Australian and Canadian **Vehicles** (unless built for the UK market), Stretched limousines, Aston Martin, Bentley, BMW 'M' series, Bristol, Bugatti, Caterham, Daimler 12 cylinder models, De Tomaso, Electric or hybrid powered **Vehicles**, Ferrari, Ford Cosworth models, Hummers, Jaguars exceeding 4000cc, Kit cars, Lamborghini, Lancia Delta Integrale/8.32 Models, LCC Rocket, Lotus, LPG powered **Vehicles**, Marcos, Maserati, McLaren F1, Mitsubishi 3000 GT, Morgan, Nissan 300ZX/Skyline, Noble M10, Panther, Porsche, Rolls Royce, Rotary engine **Vehicles**, Subaru SVX / Impreza WRX, TVR, Venturi, Westfield, Service **Vehicles** (police ambulance etc), **Vehicles** used for hire & reward, taxis, **Vehicles**, or vans with a carrying capacity exceeding 3500kg, or to **Vehicles** used in any sort of competitions, rallies, pace making or offroad use;
- q) involving structural damage, rust or corrosion, windscreen replacement or repair;
- r) arising from fair **Wear and Tear** to items such as (but not limited to) tyres, brake disks and brake pads.

2. Components other than those specifically listed in the "WHAT IS COVERED" part of this **Section** (MOT cover).

3. Components which are not cited as failed on the VT30, but which are replaced during the course of the repair (MOT cover).

4. Advisory items noted on the VT30 (MOT cover).
5. The first £10 of any claim in respect of the MOT cover.

### Conditions specific to this Section G – Keep Motoring

1. It is a condition precedent to any liability under this Section that the **Vehicle** shall be free of any pre existing faults at the time of issue of the **Policy**.
2. During the **Period of Insurance We** will repair or replace those parts listed by the **Approved Repairer** for the cost of parts and labour (the labour reimbursement is subject to the agreed **Approved Repairer** labour rate) up to the maximum amount specified in this **Policy**. It is expressly stipulated that within the **Claim Limit**, all labour times are in accordance with the current **ICME** Manual.
3. **We** reserve the right to take over and carry out the pursuit, defence or settlement of any claim after a payment has been made under this **Section**. Legal action may be taken in **Our** name to recover payment made under this **Section** from a third party or their Insurer.
4. **We** shall take all reasonable steps to prevent loss or damage to the **Vehicle** and shall observe the terms of this **Policy**.
5. In the event of any occurrence giving rise to a claim, the **Policyholder** must follow the procedure under “How to make a Claim” in the back of this **Policy** booklet.
6. Where dismantling of the **Vehicle** or a covered component is necessary to determine the validity of a claim, the **Policyholder** must authorise any dismantling. Costs incurred will only be met as part of a valid claim.
7. Repairs under this **Section** can only be carried out by the **Approved Repairer**.
8. **We** reserve the right to specify the use of guaranteed exchange or factored parts. The parts liability for any claim will be limited to the cost of these components.
- 9 The **Policyholder** must not continue to drive the **Vehicle** after any damage or incident if it reasonable that this could cause further damage to the **Policyholder’s Alloy Wheel(s)**. In such circumstances the damaged **Alloy Wheel** should be removed and replaced with a serviceable spare or arrangements made to have the **Vehicle** recovered.

10. In respect of MOT cover, at the commencement of insurance the **Vehicle** must have at least 90 days of its current MOT remaining, or in the case of a **Vehicle** under 3 years old, be more than 90 days from the date on which the **Vehicles** first **MOT Test** is due.

11. It is a condition precedent to any liability under this **Section** that the **Vehicle** shall be free of any preexisting faults at the time of issue of the **Policy** and that it shall be serviced in accordance with the manufacturer’s recommended service intervals by a garage registered for VAT. A maximum allowance of 21 days or 500 miles (whichever is less) shall be permitted as a run-over on the due date of service intervals.

12. **We** reserve the right to subject the **Vehicle** and or failed component to expert assessment.

### Section H Windscreen Cover

Terms and **Conditions** that apply to all **Sections** of this **Policy** are noted at the back of this **Policy** booklet including information on **How to Claim**.

Subject to payment of the premium, this insurance has been effected between **You** and **Us**. In respect of the **Vehicle** identified on the current **Policy Schedule**, **We** will insure **You** during the **Period of Insurance** against:

1. Breakage of windows or windscreen glass; and
2. Damage to the windscreen, which is sufficient to cause the **Vehicle** to fail a Department of Transport **MOT Test**. This insurance is subject to the excess shown in **Your Policy Schedule: You** must pay this excess towards the cost of any replacement window or windscreen glass. This excess does not apply if **Your** windscreen or glass is repaired rather than replaced.

### Conditions specific to this Section H – Windscreen Cover

- a) The insurance applies only to the identified **Vehicle**, whilst it is in **Your** ownership and is registered in **Your** name or **Your** companies name.
- b) Unless **We** agree otherwise this cover will only be effective in the first year of insurance from the 28<sup>th</sup> day after your application for cover, and must be bought in conjunction with your motor **Policy**.
- c) If requested by **Us**, **You** will be required to present **Your Vehicle** for inspection as soon as is reasonable but in any event prior to the 28th day after your application for cover. **Our** decision as to whether or not to provide the insurance may depend on the inspection of the **Vehicle**, and will be final. If your glass is already damaged at the time of inspection, and **You** agree to pay for the repair or replacement yourself, **Our** nominated supplier will supply their services at a 35% discount from their standard rate





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for this work. If the **Vehicle** fails inspection and **You** do not wish to proceed **You** can cancel this cover and receive a full refund.

- d) For a claim to be valid under the insurance, repairs / replacements must be carried out by our nominated supplier, which may at its own option repair, reinstate or replace windscreen or window glass. Failure to use our nominated supplier will result in a maximum payment of **£100** after the deduction of the excess.
- e) The Company's liability in any one insurance year will be limited to £300 after the deduction of any excess.
- f) The substitution of **Vehicles** may be permitted, subject to the payment of any additional premium, but an inspection of the replacement **Vehicle** may be required at **Our** option. If **We** deem that an inspection is necessary, cover will not operate on the replacement **Vehicle** until it is inspected at our nominated inspection centre and cover is agreed in writing. If a substitution is not accepted by **Us**, or if cover is cancelled by **You** after a **Policy** has been issued, no refund of premium will be allowed other than during the 'Cooling Off' period.
- g) Cover applies only within the **Territorial Limits**.

Cover is arranged through Markerstudy Insurance Company Limited and/or its Co - Insurers which are an Authorised Insurer licensed by the Commissioner of Insurance under the Insurance Companies Ordinance to carry on insurance business in Gibraltar and regulated by the Financial Conduct Authority for the conduct of UK business

#### Several liability notice:

The subscribing insurance obligations under contract of insurance to which they subscribe are several and not joint and are limited solely to the extent of the individual subscriptions. The subscribing insurers are not responsible for a subscribing insurer who for any reason does not satisfy all or part of its obligations.

### Conditions that apply to ALL Sections of this Policy

#### 1. Alteration

The **Policyholder** shall notify **Us** as soon as reasonably possible of any alteration in risk which materially affects this **Policy**. Mid-term amendments to the **Policy**, excluding changes to personal details are subject to payment of any additional cost of cover and, when made by telephone, or by post, an administration charge as laid out in our terms of business. No refunds are payable for reductions in cover resulting from mid-term amendments made to the **Policy**.

#### 2. Alternative Insurance

If at the occurrence of a claim there exists any other insurance which would entitle **You** to indemnity then this **Policy** shall only contribute its rateable proportion of such loss.

#### 3. Arbitration

If there is a dispute between **You** and **Us** which is not

resolved by this **Policy**, either side may refer to the arbitration of a single arbitrator in accordance with current statutory provisions as agreed by the two sides. For Section A – Motor Legal Expenses or Section B – Premium Motor Legal Expenses if no agreement can be reached the President of the relevant national Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides and the award of the arbitrator must be made before there is any right of action against **Us**. The arbitration will be governed by the rules set out in the Arbitration Acts in force at the time. The costs of arbitration shall be borne by the instigating party unless deemed otherwise by the arbitrator

#### 4. Assignment

This **Policy** may not be assigned in whole or in part without **Our** written consent.

#### 5. Cancellation

**We** may cancel **Your Policy** by sending the **Policyholder** 7 days notice in writing by recorded delivery to their last known address. In these circumstances **We** will repay any unused part of the **Premium**. The **Policyholder** has a right to cancel within 14 days of despatch of the Policy documents. They will receive a refund of the **Premium** in full. No refunds are payable for cancellation, in part or in whole, by the **Policyholder** for any reason outside of 14 days from the **Commencement Date**.

#### 6. Communications

All communications from **Us** or **Our** representatives shall be deemed duly sent if sent by **Us** or **Our** agents to the **Policyholder** or their representatives' last known address. All communications sent by **You** to **Us** shall be deemed duly given if sent to **Us**.

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

A person who is not party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### 8. Contract Terms & Conditions

The Terms and Conditions and application details will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined, will have its ordinary meaning.

#### 9. Data Sharing

Under the terms of the Memorandum of Understanding in respect of information sharing between the Police Service and the Insurance industry, **We** will ask for **Your** consent that personal data can be shared with the relevant Police Constabulary to assist in the validation of **Your** claim. Failure to give **Your** consent may prejudice **Your** claim. **We** may share claims and underwriting information with other Insurers and third parties in the course of conducting **Our**



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enquiries.

#### 10. Fraudulent Activity

All benefits under this **Policy** shall be forfeited and **We** and the **Administrator** shall be released from all obligations to **You** if the conditions and 'How to Claim' procedures are not complied with OR a claim made by **You** or anyone acting on **Your** behalf to obtain a **Policy** benefit is fraudulent or intentionally exaggerated or if a false declaration or statement is made in support of a claim under this **Policy** in which case all monies received by **You** or **Your** representatives, must be immediately repaid

#### 11. Material Facts

The **Policyholder** should advise **Us** of any **Material Facts** or information that would have a bearing on **Us** accepting them and the **Property Insured** for insurance, in particular any previous events involving **Accidental Damage** or **Theft** whether Insured or not. In particular, the **Policyholder** must tell **Us** about:

- a) previous convictions for any act of fraud, **Theft** or dishonesty;
- b) previous claims made under any previous insurance;
- c) where any special terms or conditions have been applied by previous Insurers; or
- d) where **You** have been refused or declined cover by a previous Insurer.

#### 12. Non-Disclosure

This **Policy** is voidable if **You** or anyone acting for **You** fails to disclose, misrepresents or mis-describes any material fact. If **We** void this **Policy**, **We** will void it in its entirety and no cover will apply.

#### 13. Subrogation

In the event that a third party is deemed liable for part or all of any claim, **We** may exercise **Our** right of subrogation. **You** shall, at **Our** request and **Our** expense, agree to and permit **Us** to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **Our** rights under this clause without **Our** prior written permission. **We** will pay any costs or expenses involved in exercising **Our** right of subrogation.

#### 14. Jurisdiction

The Parties are free to choose the law applicable to this **Policy**.

Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

### Exclusions that apply to ALL Sections of this Policy

**We** will not cover **You** for:

- a) loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material;
- b) loss or damage caused by war or invasion, **Terrorism**, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power, ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, pressure waves from aircraft or other aerial devices travelling at supersonic speeds;
- c) loss or damage caused by wilful, self inflicted injury or illness, suicide or an attempt to commit suicide, wilful exposure to danger, except in an attempt to save a human life, solvent abuse, being under the influence of alcohol or drugs, except those prescribed by a registered Doctor and not those drugs prescribed for drug addiction or **You** engaging in any deliberate, illegal or criminal act or omission;
- d) confiscation or detention by customs or other officials or authorities

### How to Claim on all Sections

**Section A – Motor Legal Expenses, or  
Section B – Premium Motor Legal Expenses or  
Section E – Replacement Car or  
Section F – Gadget Cover**

If an **Accident** or claim occurs and where appropriate:

- a) write down the details of each vehicle and driver;
- b) take the names and addresses of any witnesses;
- c) as soon as **You** can, call **Us** direct on **0333 241 9566**; or
- d) write to: Motorplus Limited, Kircam House 5 Whiffler Road Norwich NR3 2AL

In the event of a claim please do not appoint **Your** own solicitor, as this will invalidate the cover provided by these **Sections**.

Please contact **Us**. **We** will appoint a solicitor from **Our** panel to deal with the claim on **Your** behalf. Please remember that **Our** claims line is in operation 24 hours a day, 365 days a year.

All claims must be reported to **Us** within 180 days of the date of the **Insured Incident, Accidental Damage** or **Theft**.

## Section B – Premium Motor Legal Expenses

### For Identity Theft

Where **You** are concerned that **Your** personal details have or may be stolen or used without **Your** permission **We** will provide a confidential helpline offering support and information and advice on how to sort problems which have arisen - call **0333 241 9566**

### Section C – Key Cover

Call **0333 241 9599** and quote the **Fob** number. **You** must report any claim to the **Administrator** within 30 days of the **Insured Event**.

### Section D – Personal Accident Plus

Claims should be made by contacting the advice line, as soon as is reasonably practical.

Tel: **0333 241 9209**

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

When a claim or possible claim occurs, **You** or an **Insured Person** must notify the **Administrator**, in writing, as soon as possible. **You** or the **Insured Person** must seek and follow advice from a registered medical practitioner, and have any medical examination that **the Administrator** requests. If an **Insured Person** dies, The Administrator will be entitled to ask for, at their expense, a post-mortem examination. **You** or any **Insured Person** must provide (at **Your** or their own expense) any documents, information and evidence the **Administrator** requires.

### Section G – Keep Motoring

Should it be necessary to make a claim the following procedure MUST be adhered to.

- a) The **Policyholder** must notify **Us** as soon as is reasonably possible of any **Insured Event** which may give rise to a claim, shall complete any forms requested by **Us** and promptly supply such information as **We** or **Our** agents require.
- b) To make a claim, Telephone **0333 241 9566**. No work of any description is carried out on the **Vehicle** without the express authorisation of the **Administrator**. Costs for any other work started or completed before authorisation has been given will be the **Policyholder's** responsibility and will automatically invalidate any claim under this **Policy**.
- c) The **Policyholder** must pay the costs of dismantling and repairing the **Vehicle** if the cause of the breakdown is not covered by this **Policy** and, if it is covered, all costs

which exceed the **Claim Limit**. The **Policyholder** is responsible for paying for any other work which they ask the repairer to carry out.

- d) For claims relating to the MOT cover, the **MOT Test Station** which conducts the **MOT Test** and issues a VT30 will need to provide the following documents in order to process a claim:
  - i. a copy of the previous **MOT Certificate**; and
  - ii. a copy of the notification of refusal to issue an **MOT Certificate**.
- e) Where the **Policyholder** is VAT Registered, the VAT element will not form part of their claim.

### Section H – Windscreen Cover

This **Policy**, the **Policy Schedule**, proof of identity and the **Vehicle** registration document must be produced when making a claim. All damage likely to result in a claim must be reported as soon as possible, by telephoning the Helpline on **0800 169 4677**. No claims will be considered if reported more than thirty days after the expiry of this insurance, regardless of the date on which the damage occurred.

## Customer Care & Complaints

We hope that you are completely happy with this policy and the service that you receive, however if you do have any reason to make a complaint, please contact us.

If your complaint relates to the sale of this policy, please contact your insurance broker.

If your complaint relates to a claim please contact us via the following address and telephone number:

Quality Assurance Manager  
Motorplus Limited  
Kircam House  
Whiffler Road  
Norwich  
NR3 2AL

Or Call:

**Section A – Motor Legal Expenses - 0333 241 9566**  
**Section B – Premium Motor Legal Expenses - 0333 241 9566**  
**Section C – Key Cover - 0333 241 9574**  
**Section D – Personal Accident Plus - 0333 241 3364**  
**Section E – Replacement Car - 0333 241 9562**  
**Section F – Gadget Cover - 0333 043 1330**  
**Section G – Keep Motoring - 0333 241 9566**

It will assist us in handling your complaint quickly if you can please have your claim reference available when you call us.



LIMITED

If for any reason it is not possible for us to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This applies if you are an individual, or in a business capacity if your annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and you have fewer than 10 members of staff. You can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: **0800 023 4567**  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### Section H – Windscreen Cover

Disputes concerning this insurance that cannot be resolved with our nominated supplier representative at your nearest depot, should in the first instance be referred to Windscreen Insurance Services Ltd customer care department on **0344 800 0026**. If you are not satisfied with the response from the Windscreen Insurance Services Ltd customer care department please write quoting your policy number to:

The Underwriting Director  
Markerstudy Insurance Company Limited  
Montagu Pavilion  
8-10 Queensway  
Gibraltar

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel: 0800 023 4567 or 0300 123 9123

The above complaints procedure is in addition to **Your** statutory rights. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

#### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the unlikely event that **We** cannot meet **Our** financial responsibilities. The FSCS will meet 90% of **Your** claim, without any upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk), or by phoning 0207 892 7300.

#### Data Protection Act 1998

Please note that any information provided to **Us**, Motorplus Limited, UK Underwriting Limited and/or Great Lakes Reinsurance (UK) SE will be processed in compliance with the provisions of the Data Protection Act 1998.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority.  
Regulated by the Ministry Of Justice in respect of regulated claims management activities.  
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