



## Motor Legal Expenses Policy Wording

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 the 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**

#### **Appointed Lawyer**

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

#### **Cover Period**

The period of time beginning with the date of inception of this Policy and ending either: on the next expiry date of *Your* motor insurance policy; or in 12 calendar months; whichever is less.

#### **Insured Incident**

An event which causes damage to the *Policyholder's Vehicle* or to *Your* personal property in it; or an event which results in *Your* death or injury whilst *You* are in or on the *Policyholder's Vehicle*.

#### **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.

#### **Policyholder**

The person who has taken out this Policy.

#### **Policyholder's Vehicle**

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

## **Territorial Limits**

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

## **We/Our/Us**

UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. UK General Insurance Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer.

## **You/Your**

The *Policyholder* and any person driving or riding in or on the *Policyholder's Vehicle* who is: Domiciled in the United Kingdom; and authorised to drive the *Policyholder's 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 *Policyholder's Vehicle* at the time of the *Insured Incident*.

## **This Policy Will Cover**

Subject to the terms, conditions, exclusions and limitations in this Policy, *We* will pay *Legal Costs* to a maximum of £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 *Cover Period* and provided that the premium has been paid, if *We* deem that there are reasonable prospects of success.

Following an *Insured Incident* *We* will take all the details, collate the information about *Your* losses and negotiate to try and recover them.

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

If an *Appointed Lawyer* is used, *We* will pay the *Legal Costs* for this.

## **This Policy Will Not Cover**

Any claim:

- which *You* do not report to *Us* within 180 days after the date on which the *Insured Incident* occurs;
- relating to a contract involving the *Policyholder's Vehicle*;
- arising whilst the *Policyholder's Vehicle* is being used by anyone who does not have valid motor insurance.

## **Legal Cost of or relating to claims regarding:**

- any deliberate or criminal act or omission;
- war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup;
- radiation or radioactive contamination;
- the hazardous properties of any explosive, corrosive, invasive or toxic substance or material;
- sonic pressure waves;
- a dispute with *Us* or with *Your* insurance broker or provider;
- any device failing to recognise, interpret or process any data as its true calendar date or any computer, electric, electronic or mechanical error.

## **Legal Costs incurred:**

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

- The balance of *Legal Costs* incurred over and above any figure *We* have previously agreed.
- *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*.
- Enforcement proceedings.

### **Please Note**

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

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

This Policy does not extend to passengers.

### **General Conditions**

#### **You must:**

- abide by the terms and conditions of this Policy;
- try to prevent or minimise *Legal Costs* wherever possible;
- send *Us* everything requested in writing.

#### **We may:**

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

#### **Appointed lawyer:**

- An *Appointed Lawyer* will be appointed by *Us*, representing *You* pursuant to *Our* standard terms of appointment.
- The *Appointed Lawyer* will have direct contact with *Us* and must co-operate fully with *Us* at all times.
- *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.
- *You* must give the *Appointed Lawyer* any instructions that *We* request.
- If it becomes necessary to appoint a lawyer to assist *You* before the issue of court proceedings *We* will choose the *Appointed Lawyer*. If by the date when it is necessary to issue court proceedings *We* have not already chosen an *Appointed Lawyer*, *You* can nominate one by sending *Us* the name and business address of a suitably qualified person. *We* may choose not to accept *Your* nominee unless there are exceptional circumstances. If there is a disagreement over the choice of *Appointed Lawyer* another suitably qualified person can be appointed to decide the issue (see below).
- *You* must at *Our* request instruct the *Appointed Lawyer* to have any *Legal Costs* taxed, assessed or otherwise audited.
- *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.
- *We* will not be bound by any undertaking or other promise or assurance *You* may give to the *Appointed Lawyer* or which *You* or the *Appointed Lawyer* give to any other person.
- If *You* or the *Appointed Lawyer* terminate their retainer the cover *We* provide will end immediately, though *We* may agree to appoint another *Appointed Lawyer*.
- 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*.
- 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.
- *You* must inform *Us* of any proposal to settle a claim including any Payment into Court. If *You* reject an offer which *We* consider reasonable *We* may refuse to pay any further *Legal Costs*.
- *You* must not negotiate or agree to settle a claim without *Our* prior approval.
- *We* may elect to pay *You* the amount of damages *You* are claiming, instead of starting or continuing a claim.
- *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.
- *We* may cancel this Policy at any time by giving *You* 21 days' notice in writing.
- This Policy shall be voidable in the event of misrepresentation or mis-description in any material fact. If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by *You* or anyone acting on *Your* behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited.
- *We* will not pay any claim that is covered under any other policy of insurance or by Trade Union membership, or any claim which would have been covered by any other policy of insurance or by Trade Union membership if this Policy did not exist.
- 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.
- Apart from *Us*, only *You* may enforce all or any part of this Policy, and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the Policy in relation to any third party right or interest.
- This insurance is written in English and all communications about it will be in English. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.
- Any Act of Parliament mentioned in the Policy includes equivalent laws in the relevant jurisdiction in which any claim arises.

### **Making a Claim**

To make a claim call our Claims Centre on 0333 241 9566.

The Claims Centre is available 24 hours a day, every day. **You can ask for**

**assistance where You:**

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

This Policy can help where *You* have had a motor accident which was not *Your* fault. **About**

### **Motorplus Limited Legal Expenses**

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

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

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

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

### **If You have a Motor Accident:**

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

*You* now have the protection of Motorplus Legal Expenses.

If an accident occurs:

- write down the details of each vehicle and driver
- take the names and addresses of any witnesses
- as soon as *You* can, call *Us* direct on 0333 241 9580.

PLEASE REMEMBER, *We* are here to help: if *You* are not sure what to do, call *Us*.

If *Your* vehicle is un-driveable *We* can make arrangements for it to be towed to a place of *Your* choosing.

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

If the accident was caused by another person, *We* may be able to supply a replacement hire vehicle if *Your* own is un-driveable.

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

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

To make a claim call the Claims Centre on **0333 241 9580** or write to:

Motorplus Limited  
Kircam House  
5 Whiffler Road  
Norwich  
NR3 2AL

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

Please contact Motorplus Limited who will appoint a solicitor from their panel to deal with the claim on *Your* behalf.

### **For Legal Advice:**

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

*We* may monitor or record calls to assist *Us* in maintaining *Our* high standards.

When calling, please quote ULR.

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

### **Cancellation Right**

*We* hope that *You* are happy with the cover this Policy provides. *You* have the right to cancel the Policy at any time by sending *Us* notice in writing. If *You* send notice in writing within 14 days of receiving the Policy then *We* will return the premium in full. This is called the “cooling off period”. If *You* cancel at any other time, any refund of the premium or a proportion of it will be at *Our* discretion.

### **Complaints Procedure**

It is the intention to give *You* the best possible service but if *You* do have any questions or concerns about this insurance or the handling of a claim *You* should in the first instance contact:

Chief Executive Officer  
Motorplus Limited  
Kircam House  
Whiffler Road  
NORWICH  
NR3 2AL

Tel: 01603 420 000  
Fax: 01603 420 010

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

In the event *You* remain dissatisfied and wish to make a complaint, *You* can do so by contacting the following:

The Customer Relations Manager  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Tel: 0345 218 2685  
Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

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

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**

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet their 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 0800 678 1100 or 020 7741 4100.

### **Data Protection Act 1998**

Please note that any information provided to *Us* will be processed by *Us* and *Our* agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. *We* may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

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



## **RAC Breakdown terms and conditions**

### **Terms and conditions**

This Policy is a contract between Us and You. We agree to pay for those costs set out in this Policy, which occur during the Period of Cover and for which payment of the appropriate premium has been made and subject to the following Policy terms and conditions.

### **Definitions**

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

#### **Accident**

Means an Accidental crash immobilising the insured Vehicle.

#### **Breakdown**

Means unforeseen mechanical or electrical failure during the Period of Cover in the United Kingdom which has either immobilised Your Vehicle or made it unsafe to drive.

#### **Claim**

Means a call for assistance under this Policy.

#### **Home**

Means the address where You live in the United Kingdom.

#### **Period of Cover**

Means the duration of Your cover as stated in Your Policy Documents.

#### **Policy Documents**

Means this Policy wording and all associated documentation provided to You by Your insurer on Our behalf.

#### **Resident of the United Kingdom**

Means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom.

#### **Specialist Equipment**

Is equipment not carried by RAC patrols or RAC contractors.

#### **The Party/Your Party**

Means the persons including You, travelling with You in the Vehicle.

## **United Kingdom/UK**

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

## **Vehicle**

Means the Vehicle specified in the Fulfilment Material as being eligible to receive services under this Policy.

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

Means RAC Motoring Services and/or RAC Insurance Limited.

## **You/Your**

Means the person(s) named in the Policy Documents when driving the Vehicle, or any other person driving the Vehicle with the owner's consent.

## **Important information**

### **Disability discrimination**

If You have any problems reading this booklet, You can always call Our Customer Services on 0333 202 2999 for a large font or Braille version.

### **Choice of law**

The laws of England and Wales govern Your Policy, unless You and RAC agree otherwise and the agreement has been put in writing by RAC.

### **Use of Language**

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

### **Telephone recording**

For our joint protection, telephone calls may be recorded and/or monitored.

## **What to do if You Breakdown**

If You are unfortunate enough to Breakdown, please follow these simple steps.

- Call the appropriate number stated in the table below.
- Have to hand Your cover number and Vehicle registration.
- Advise the operator of the location of Your Vehicle and the nature of the fault.

RAC will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call RAC first. Please do not go ahead and make Your own arrangements as RAC cannot reimburse costs incurred without prior authorisation.

RAC Breakdown Assistance	UK 0333 159 0251
Type talk and SMS facilities	07855 828282 (prefix 18001)

\*Calls may be recorded and/or monitored. Members with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282.

## **Services provided**

### **Service in the UK**

Cover applies to Vehicles registered with the DVLA in Swansea or Northern Ireland only.



## **Roadside**

If You are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a Breakdown to Your Vehicle, We will send an RAC patrol or contractor to help You.

We will try to repair Your Vehicle at the Roadside. Roadside includes labour at the scene of the Breakdown (but not labour at any garage to which the Vehicle is taken).

If We cannot repair the Vehicle at the Roadside, and We believe repairs are unwise or cannot be completed within a reasonable time, We will take the Vehicle and up to 8 people to a destination of Your choice within 10 miles of the scene of the Breakdown. If You have no preferred destination, We will take the Vehicle to a nearby garage. If You wish the Vehicle to be taken to any other destination, You will have to pay for the towage costs for the whole distance.

If You need to leave Your Vehicle at the garage We will reimburse You for taxi fares up to 20 miles (a receipt must be obtained).

### **Roadside does not cover:**

- Breakdowns which would be prevented by routine servicing of Your Vehicle
- any labour other than that incurred at the Roadside
- replacing tyres or windows
- missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them
- the cost of ferry crossings, road toll and congestion charges
- Vehicles being demonstrated or delivered by motor traders, or used under trade plates
- Vehicles, which, according to Our patrol or contractor, had broken down or were Un-roadworthy before You took out Your Policy
- Vehicles, which Breakdown within 1/4 mile of Your Home address or where You normally keep the Vehicle
- contaminated fuel problems. We will arrange for Your Vehicle to be taken to a local garage for assistance, but You will have to pay for the work carried out
- the cost of parts, fuel or other supplies
- any Vehicle storage charges incurred when You are using Our services
- labour at any garage to which the Vehicle is taken
- Breakdown caused by or following an Accident, fire, theft or act of vandalism.
- If You call Us for assistance following such an incident You will be liable to pay Us for removal (Subject to the terms of Your insurance Policy, You can then reclaim these costs through Your insurance)
- the tow or transport of any Vehicle, which, in Our reasonable opinion, is loaded beyond its legal limit
- any Vehicle in a position where We cannot work on it or tow it, or wheels have been removed, We can arrange to rectify this but You will have to pay the costs involved
- any animals in Your Vehicle, please note that their onward transportation is at Our discretion and solely at Your risk. We will not insure any animal, including livestock in transit, during any onward transportation We undertake.

## **Recovery. At Home and Onward Travel Sections are only applicable if shown in your Policy Schedule**

### **Recovery**

Recovery has the same terms and conditions as Roadside but with the following variations. If We cannot get Your Vehicle repaired locally within what We deem to be a reasonable time, We will take the Vehicle and up to 8 people Home or to a single address anywhere else within the UK. If there are more than 5 people this may require two separate Vehicles.

An adult must accompany any persons under the age of 16.

You can use Recovery if You are ill, and there are no passengers who can drive the Vehicle, so that You cannot continue Your trip. You must show Us a doctor's medical certificate confirming Your inability to drive (in these cases, We will provide this service as We see fit).

**Recovery does not cover:**

- any Vehicle which in Our reasonable opinion was broken down or un-roadworthy at the time You took out Your Policy
- the use of Recovery as a way to avoid paying repair costs
- a second Recovery if We consider that the original fault of a first Recovery has not been properly repaired
- service within 24 hours of commencement of this Policy.

**At Home**

At Home has the same terms and conditions as Roadside but with the following variations. At Home allows You to use Roadside within 1/4 mile of Your Home address or where You normally keep the Vehicle.

**At Home does not cover:**

- the rectifying of failed or attempted repairs
- the reimbursement of taxi fares
- service within 24 hours of commencement of this Policy.

**General conditions**

**Credit card details**

We will require Your credit card details if We arrange a service for You which is not covered by Your Policy or if it exceeds the Policy limits set out in the part entitled "Policy Description". If You do not provide Us with Your credit card details RAC will not be able to provide certain services which will be notified to You when credit card details are requested.

**Motorcycles**

The Policy covers motorcycles on the same basis as other eligible Vehicles. However, it is not possible for Us to hire a motorcycle if a replacement Vehicle is required. A hire car or alternative transport will be arranged, whichever is most suitable. We are also unable to hire a trailer for You to transport Your motorcycle.

**Caravans and trailers**

The Vehicle restrictions in this Policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide Recovery, the caravan or trailer will be Recovered together with the Vehicle to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this Policy. We do Our best to find solutions to motoring problems, but We regret We cannot arrange a replacement caravan or trailer in the event of Breakdown or Accident damage which cannot be repaired.

**Unforeseeable losses or events**

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

We do not guarantee the provision of any of the benefits under Your Policy, if there is anything beyond Our reasonable control or the reasonable control of any service provider which prevents Us or a service provider from providing that benefit. Benefits may be refused if You or any of Your Party behaves in a threatening or abusive way to any persons providing service under Your Policy.

### **Taxi bookings**

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

### **Service providers**

The garages, Breakdown/Recovery companies, repairers, car hire companies and other third party service providers whose services are arranged by RAC on Your behalf and/or paid for under the Policy by RAC on Your behalf are not approved by RAC. They are not agents of RAC and RAC cannot be held liable for acts or omissions of such garages or other third parties. You are responsible for authorising repairs and making sure any repairs to Your Vehicle are carried out to Your satisfaction.

### **Vehicle condition**

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

### **Fraud**

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

## **General exclusions**

In addition to any limits and exclusions noted elsewhere in Your Policy, Your Policy does not cover:

- costs for anything which was not caused by the incident You are claiming for Vehicles which have broken down as a result of taking part in a motor sport event which takes place off the road and/or is not subject to the normal rules of the road or which Breakdown as a result of a motor sport event which takes place on permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park) or rally circuit.
- For example, Vehicles participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but Vehicles participating in any off-road rally will not be covered.
- the cost of all parts, garage, labour or other costs in excess of Your Policy limits set out in the part entitled "Policy Description".
- loss caused by any delay, whether the benefit or service is being provided by Us or someone else (for example a garage, hotel, car hire company, carrier, etc).
- any incident affecting a Vehicle hired under the terms of Your Policy.
- routine servicing of Your Vehicle, replacing tyres, missing or broken keys, or replacing windows. We may be able to arrange for the provision of these Services but You must pay any costs incurred. Note: Keys which are locked inside a Vehicle are covered and We can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at Your risk.

### **Any claim caused directly or indirectly by:**

- Your property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority.
- war, invasion, civil unrest, revolution, terrorism or any similar event
- any Claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer

### **Any Claim as a result of Vehicle Breakdown due to:**

- Running out of oil or water
- Frost damage
- Rust or corrosion
- Tyres which are not roadworthy
- Using the incorrect fuel
- Any Claim caused directly or indirectly by the effect of intoxicating liquors or drugs
- Any Claim where Your Vehicle is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence
- Any Claim which You have made successfully under any other Policy of insurance held by You. If the value of Your Claim is more than the amount You can get from Your other insurance We may pay the difference subject to Policy limits and exclusions
- The cost of any transportation, accommodation or care of any animal. Any onward transportation is at Our discretion and solely at Your risk. We will not insure any animal during any onward transportation We may undertake.
- Any period outside Your Period of Cover.

### **Any Vehicle other than a car, motorcycle 49cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility Vehicle and provided that the Vehicle conforms to the following specification:**

- Maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM).
- Maximum overall dimensions of length 5.5 metres, height 3 metres, width 2.25 metres (all including any load carried).

The Vehicle restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the Vehicle which has suffered a Breakdown is towing a caravan or trailer and We provide Recovery, the caravan or trailer will be Recovered together with the Vehicle to a single destination. Other than as set out above caravans and trailers are not covered by this Policy. If the Vehicle requires repatriation We will arrange for repatriation of the caravan or trailer as well.

- Any Claim by You unless You are Resident of the United Kingdom and the Vehicle is registered with the DVLA in Swansea or Northern Ireland.
- Any Vehicle carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during Vehicle construction and to the manufacturer's specification.
- Your Vehicle if it is unattended.
- Any personal effects, valuables or luggage left in Your Vehicle or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the Vehicle. These are Your responsibility.
- Specialist Equipment costs. We will however arrange for the specialist services if needed, but You will have to pay for any additional costs direct to the contractor.
- Any costs which are not directly covered by the terms and conditions of this Policy.

### **Battery related faults**

#### **For battery related faults Your Policy entitlements are as follows:**

- RAC's initial attendance for a battery related fault is included in Your Policy's entitlement.
- The fitting of any parts or batteries purchased by You prior to our attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.
- RAC will test Your battery at that initial Breakdown attendance. If the battery is no longer serviceable and so fails the test You will be advised to replace it.
- If a condemned (non-serviceable) battery is not replaced, a charge of no less than £59 will apply for further assistance to a battery related fault. The charge will be payable by credit or debit card before assistance can be arranged.

## **Your right to cancel**

- You are entitled to cancel Your Policy up to 14 days following the commencement (or renewal) date of cover, or the date You receive Your policy documentation, whichever happens later.
- If You have not made a claim within the first 14 days We will refund the cost of Your Policy.
- If You use the service within the first 14 days and decide to cancel, You will not be eligible for any refund.
- If You cancel the Policy after 14 days, no refund or credit will be applied.
- If You do not pay for Your premium promptly, We will cancel Your Policy.
- Your Policy will automatically terminate in the event that Your related motor insurance Policy terminates.
- To cancel Your Policy please contact igo4 Limited on 0344 800 8538 or visit [www.igo4.com/managemypolicy](http://www.igo4.com/managemypolicy)

## **Caring for our customers**

We are committed to providing You with the highest standard of service and customer care. We realise, however, there may be occasions when You feel You did not receive the standard of service You expected. Should You have cause for complaint about any aspect of the service We have provided to You, please contact Us at the relevant address indicated and We will work with You to resolve Your complaint.

We will deal promptly with Your query. Unless We can satisfactorily resolve Your complaint within 24 hours We will send You an acknowledgement within 5 working days, along with a leaflet outlining Our complaints procedures and any rights You may have to refer the matter to the Financial Ombudsman Service.

Please quote Your full name, membership or Policy number and where applicable Your Vehicle registration in any communication.

Should you have cause for complaint about any aspect of the policy sale and administration, please contact:

Customer Services Manager  
iGO4 Limited  
Sundance House  
Staniland Way  
Peterborough  
PE4 6JT

Alternatively you can e mail us at [complaints@igo4.com](mailto:complaints@igo4.com)

If You have used Our Breakdown service and are dissatisfied with any aspect of the service, please bring the complaint to Our attention as soon as You can (if possible, within 28 days of becoming aware of it). This does not affect Your statutory rights to take legal action or exercise any other legal remedy.

Please write to Us at: Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ.

If You are dissatisfied with any other aspect of RAC's services, please contact Us at the following address: Membership Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, BS32 4ZZ. Alternatively email [customercareoperations@rac.co.uk](mailto:customercareoperations@rac.co.uk)

We are covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation in the unlikely event that RAC Insurance Limited and RAC Motoring Services (for insurance mediation purposes only) are unable to meet their obligations to You as a policyholder, depending on the type of insurance and circumstances of any Claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the Claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS or by visiting [www.fscs.org.uk](http://www.fscs.org.uk)

Provided by RAC Motoring Services (Registered in England No: 1424399, Registered Office: RAC House, Brockhurst Crescent, Bescot, WS5 4QZ) and/or RAC Insurance Limited (Registered in England No: 2355834, Registered Office: as above). RAC Motoring Services (in respect of insurance mediation activities only) and RAC Insurance Limited are authorised and regulated by the Financial Conduct Authority.

**RAC to the rescue.**



## Replacement Vehicle Cover Policy Wording

### **About this Policy**

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 the 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.

### **What is a Replacement Vehicle?**

Even if You are comprehensively insured, a fault road accident or the theft of Your vehicle can leave You without suitable transport.

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

### **How can we help?**

The Motorplus Replacement Vehicle scheme can provide a suitable vehicle to keep You on the road where Your own vehicle is rendered Un-driveable or is Written Off in an accident which was your fault.

Furthermore, the vehicle provided will be an equivalent vehicle to Your own (to a maximum of 1400cc for private vehicles and 3.5T for commercial vehicles) to enable You to continue Your daily life without unnecessary inconvenience.

### **Making a Claim**

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

If Your vehicle is stolen, damaged by vandalism, fire or attempted theft or involved in a fault accident, write down as many details as possible including the names and addresses of anyone else involved and any information provided by the police.

Let Us know the information as soon as possible, by calling Our Helpline on 0333 241 9562.

If We accept Your claim, We will arrange for the delivery to You of a suitable Replacement Vehicle, which You can use for the period of time described below.

If Your vehicle was damaged or destroyed in circumstances which were not Your fault, We may seek to recover the costs of providing the Replacement Vehicle from the responsible party or their insurers. We would normally do this through Our Claims Centre.

### **Complaints**

It is the intention to give You the best possible service but if You do have any questions or concerns about this insurance or the handling of a claim You should in the first instance contact:

The Chief Executive Officer  
Motorplus Limited  
Kircam House  
Whiffler Road  
NORWICH  
NR3 2AL

Tel:01603 420 000  
Fax:01603 420 010

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

In the event You remain dissatisfied and wish to make a complaint, You can do so by contacting the following:

The Customer Relations Manager  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Tel:0345 218 2685  
Email:customerrelations@ukgeneral.co.uk

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 House  
London  
E14 9SR

Tel: 0800 023 4567 or 0300 123 9123  
Email:complaint.info@financial-ombudsman.org.uk

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**

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet their 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 0800 678 1100 or 020 7741 4100.

## **Cancellation**

We hope You are happy with the cover this Policy provides. However, You have the right to cancel it within 14 days of receiving the Policy, without giving any reasons, by sending Us written notice within the first 14 days of the Policy, or (if later) within 14 days of You receiving the insurance documents. This is known as the “cooling off period”. In this event providing no claim has been made, any paid premium will be refunded in full.

## **Definitions**

### **We, Us, Our**

MotorPlus Limited trading as ULR Norwich.

### **You, Your**

The person who has taken out this Policy.

### **Insured Person**

You and any other person driving the Insured Vehicle with Your permission and under the cover of Your motor insurance providing they satisfy the Hire Firm's standard terms and conditions of hire in force at the date of the Insured Incident and also providing that they are resident within the Territorial Limit.

### **Insurer**

UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. UK General Insurance Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer.

### **Insured Vehicle**

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

### **Replacement Vehicle**

A replacement car or commercial vehicle selected by Us and having an equivalent engine capacity to the Insured Vehicle but not exceeding 1400cc in any event or (where the Insured Vehicle is a standard commercial vehicle) a standard commercial vehicle of equivalent specification to the Insured Vehicle but not exceeding 3.5T in any event.

### **Un-driveable**

Damaged in a manner which (albeit temporarily) renders it unfit for lawful use on a public highway within the Territorial Limit.

### **Vehicle Hire Costs**

The cost of hiring a Replacement Vehicle for one continuous Hire Period

### **Hire Period**

The period from the date a Replacement Vehicle is delivered to You until the earliest of the following dates:

- Where the Insured Vehicle is Undriveable but remains economically repairable,

- the date when the Insured Vehicle is made driveable; or where the Insured Vehicle is Written Off,
- the date when You receive a cheque in respect of the value of the Insured Vehicle;
- or the end of the fourteenth day of hire.

### **Hire Firm**

A member of Our network of approved motor vehicle hire companies.

### **Territorial Limit**

The United Kingdom.

### **Period of Insurance**

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

### **Written Off**

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

### **Insured Incident**

#### **Either:**

- the theft or attempted theft of, or damage by fire or vandalism to, the Insured Vehicle where it is rendered Un-driveable; or an accident involving the Insured Vehicle which is Your fault and as a result of which the Insured Vehicle is Written Off.

### **This Policy Will Cover**

- Where the Insured Vehicle has been damaged or Written Off as a result of an Insured Incident arising during the Period of Insurance, subject to the Terms and Conditions We will arrange for the supply to You of a Replacement Vehicle for the duration of the Hire Period and We will pay the Vehicle Hire Costs provided that the hire has been arranged by Us through a Hire Firm.
- The Replacement Vehicle will be delivered to You as soon as is practically possible and in any event within one working day of Your report of an Insured Incident to Us.
- You may ask for the Replacement Vehicle to be delivered to You at any convenient place within the United Kingdom.

### **This Policy Will Not Cover**

- We will not pay Vehicle Hire Costs for claims arising out of more than two Insured Incidents in any one Period of Insurance.
- We will not be able to supply a Replacement Vehicle to any person who does not meet the Hire Firm's standard terms and conditions of hire in force at the date when You report the Insured Incident to Us
- We will not pay Vehicle Hire Costs incurred before Our written acceptance of a claim or where the Insured Person arranges their own hire.

- We will not supply a Replacement Vehicle if You are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader unless the Replacement Vehicle is used solely for Your personal use.
- We will not supply a Replacement Vehicle where the Insured Vehicle is used for racing, rallies or competitions.
- We will not supply a Replacement Vehicle where there is any allegation that the Insured Incident arose at a time when the Insured Person had consumed alcohol or illegal drugs.
- We will not supply a Replacement Vehicle where as a result of the incident You report to Us, the Insured Vehicle is neither Written Off nor rendered Un-driveable.

### **General Conditions and Exclusions**

- In the event of theft or attempted of, or vandalism to, the Insured Vehicle You must, when reporting to Us, provide Us with the name, address and telephone number of the police station to which the crime has been reported and supply the crime reference number which has been allocated by the police.
- The Insured Incident must be reported to Us within 48 hours of occurrence and must be subject to a claim under the Insured Person's own motor policy.
- The Insured Person must abide by the Hire Firm's terms and conditions of hire at all times during the Hire Period.
- The Insured Person must pay the insurance excess arising on any claim relating to the Replacement Vehicle which arises during the Hire Period, or pay a collision damage waiver. Full details of this will be made available before hire commences.
- We will select a Hire Firm for You, and arrange for them to supply a Replacement Vehicle suitable for Your needs.
- The Insured Person must agree to Our trying to recover the Vehicle Hire Costs in his or her name from any third party from whom they may be recoverable, including if necessary by issuing and pursuing civil legal proceedings, or including the Vehicle Hire Costs in any claim for other losses being pursued in the name of the Insured Person.
- We can take over and conduct such a claim and/or proceedings in the Insured Person's name at any time.
- We can negotiate any such claim on behalf of an Insured Person.
- Any Vehicle Hire Costs recovered in such a claim must be paid to Us or to Our order.
- You must keep Us fully informed at all times of all matters relating to the Insured Incident and in particular must notify Us immediately if an Insured Vehicle which has been stolen is recovered or if You receive a cheque in settlement of the value of an Insured Vehicle which has been Written Off or if an Insured Vehicle is rendered driveable.
- We can cancel this Policy at any time as long as We tell You at least 21 days beforehand.
- This Policy is written in English.
- The Parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

### **Data Protection Act 1998**

Please note that any information provided to Us will be processed by Us and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

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



## Excess Protection Policy Wording

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 the 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**.

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

### **Important Information**

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

This is a contract of insurance between You and Great Lakes Reinsurance (UK) SE. The insurance provided can refund Your Excess, subject to the terms, limits of indemnity, exclusions and conditions contained herein. In respect of an Insured Event which occurs within the Territorial Limits and during the Period of Insurance for which You have paid or agreed to pay the premium.

### **Making a Claim**

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

Note that all Claims must be reported to Us within 30 days of the date of the Insured Event.

If You need to notify a potential claim, please immediately write to Our Claims Department at the following address:

Motorplus Claims  
Kircam House  
5 Whiffler Road  
Norwich NR3 2AL

Claims may be emailed to [claims@motorplus.co.uk](mailto:claims@motorplus.co.uk) or notified by telephone on 0333 241 9576 quoting the reference 'Excess Protect'.

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

## **Complaints Procedure**

It is the intention to give You the best possible service but if You do have any questions or concerns about this insurance or the handling of a claim You should in the first instance contact:

The Chief Executive Officer  
Motorplus Limited  
Kircam House  
Whiffler Road  
NORWICH  
NR3 2AL

Tel:01603 420 000  
Fax:01603 420 010

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

In the event You remain dissatisfied and wish to make a complaint, You can do so by contacting the following:

The Customer Relations Manager  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Tel:0345 218 2685  
Email:customerrelations@ukgeneral.co.uk

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

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.

## **Compensation Scheme**

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet their 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 0800 678 1100 or 020 7741 4100.

## **Cancellation Right**

We hope You are happy with the cover this Policy provides. However, You have the right to cancel it within 14 days of receiving the Policy, without giving any reasons, by sending Us written notice within the first 14 days of the Policy, or (if later) within 14 days of You receiving the insurance documents. Providing You have not made a claim on the Policy any premium will be refunded in full. This is known as the “cooling off period”. Thereafter any return premium will be discretionary.

## **Definitions**

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

### **Accidental**

Unintentional and unpremeditated by You.

### **Excess**

The sum that You are required to pay under the terms of Your motor insurance policy as a contribution to the Total Loss value or repair cost of Your vehicle, following an Insured Event.

### **Insured Event**

An Accidental incident involving Your motor vehicle, in respect of which You make a claim under the terms of Your motor insurance policy.

### **Period of Insurance**

The length of time that the Policy lasts being the lesser of the duration of the motor insurance policy to which this Policy is annexed or 12 calendar months.

### **Policy**

The contract between Us and You, as set out in this document.

### **Policyholder**

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

### **Territorial Limits**

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

### **Total Loss**

Damage which renders Your vehicle beyond economic repair.

### **We, Our, Us**

UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. UK General Insurance Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer.

### **You, Your, Yourself**

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

### **This Policy Will Cover**

The Policyholder having paid the premium or agreed to pay the premium on the date of inception of this Policy, We agree to provide the Insurance described below subject to the terms, conditions, limitations and exclusions contained in this Policy.

Where Your vehicle is involved in an Insured Event which occurs within the Territorial Limits during the Period of Insurance, as a result of which Your vehicle is determined to be a Total Loss and Your Excess is deducted from its value, or is repaired and You are required to pay a policy Excess, We will pay to You the lesser of:

- The value of Your Excess;
- or the sum of £300.00.

The cover provided under this Policy will continue for the Period of Insurance or until the total sum of £300 has been paid to You in respect of one or more claims. If any monies paid by Us are subsequently recovered within the Period of Insurance, credit will be given for such sums accordingly.

### **This Policy Will Not Cover**

- Any claim notified more than 30 days after the date of the Insured Event.
- Any Excess payable on warranty policies.
- Any Excess in respect of any windscreen or glass damage claims.
- Any Excess in respect of theft or attempted theft of personal effects.
- Any Excess payable under any other section of Your motor insurance.
- Any Excess in respect of a Policyholder named as a company only and not including the individual person(s) authorised by the company to drive the motor vehicle.
- Any claim arising from war, invasion, other foreign hostility, civil war, rebellion, revolution, insurrection, terrorism or the usurpation of power.
- Any claim arising from riot or civil commotion occurring outside Great Britain, the Isle of Man or the Channel Islands.
- Any claim arising from radiation, radioactivity, explosion, poisoning, pollution, earthquake, flood or hail.
- Any claim arising from sonic boom or other aerial noise or pressure.
- Any liability You accept by agreement or contract without Our prior agreement in writing.
- Any loss destruction or damage that occurs whilst Your motor vehicle is being used and or driven on any racetrack, circuit or other prepared course.
- Any Insured Event which occurs whilst Your vehicle is being driven by someone who is under 19 years of age.

### **General Conditions**

- We may take proceedings at Our expense and in Your name to recover for Our benefit the amount of any payment made under this Policy.
- If You were covered by any other insurance for repayment of Your Excess, We will pay Our proportionate share of Your Excess.
- You must at all times during the Period of Insurance take all reasonable steps to keep Your vehicle safe, secure and protected from damage, whether wilful or otherwise.
- We can cancel this Policy by giving You at least 7 days notice by recorded delivery letter to Your last known address.
- If You claim under this Policy knowing that Your claim is false or fraudulent or misrepresented in any way, the Policy will be void and any claim will not be paid.

**You must notify Us in accordance with the Claims Procedure set out below, as soon as reasonably possible after an Insured Event. We will not make any payment in respect of any costs, expenses or Excess incurred before We have been notified of Your claim. The amount We will pay You will be equal to the Excess which You paid or which was deducted, provided always that:**

- The maximum amount which We will pay in respect of any claim will be the value of Your Excess or £300, whichever is the less; and You have paid the appropriate premium for that level of cover.
- If as a result of any claim against a third party Your Excess is recovered from that party or their insurers, You must refund to Us any monies We have previously paid to You in respect of Your Excess.
- The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

### **Data Protection Act 1998**

Please note that any information provided to Us will be processed by Us and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

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





## **Tools in Transit Insurance Policy Wording**

### **About this Policy**

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 the 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**.

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

### **Definitions**

#### **Consequential Loss**

Any other costs that are directly or indirectly caused by the event which led to a claim unless specifically stated in this Policy.

#### **Coverholder/Us/Our**

Motorplus Limited who administer and manage this insurance on behalf of the insurer.

#### **Excess**

£100.00 being the amount which shall be borne by the insured in respect of each and every claim arising out of any one event (as ascertained after the application of the 'Under Insurance Condition').

#### **Insured vehicle**

The motor vehicle insured by the policy of van insurance to which this "Tools in Transit" Policy is annexed provided it is owned and operated or driven by the insured.

#### **Insurer**

UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. UK General Insurance Limited is an agent of Great Lakes Reinsurance (UK) SE and in the matters of a claim act on their behalf.

#### **Insured/You/Your**

The private individual, company, firm, partnership, or trading individual named on the certificate of van insurance to which this "Tools in Transit" Policy is annexed.

### **Period of Insurance**

The remaining duration of the policy of Van insurance to which this Policy is annexed, or twelve calendar months, whichever is the lesser.

### **Money**

Cash, bank notes, currency notes, cheques, bankers' drafts, postal orders, money orders, current postage stamps and revenue stamps, National Savings stamps and certificates, holiday saving stamps, luncheon vouchers, credit, Company sales vouchers, VAT, purchase invoices, prize bonds, bills of exchange, giro, cheques and drafts, gift tokens, trading stamps, unused units in franking machines, consumer redemption vouchers, credit cards and cash dispenser cards.

### **Property**

Property belonging to or for which the insured is responsible incidental to their business or other activities.

### **Territorial limits**

The United Kingdom of Great Britain and Northern Ireland.

### **Sum Insured**

£1000.00, being the maximum amount payable by the insurer in respect of any one claim and in aggregate for all claims made during any period of insurance.

### **This Policy Will Cover**

The insurer will by payment (or at the insurer's option by repair reinstatement or replacement) indemnify the insured (subject to evidence of purchase) if any part of the property be lost destroyed or damaged (such loss destruction or damage hereinafter termed damage) within the territorial limits during the period of insurance.

Property is insured only whilst being loaded upon, carried by, temporarily housed upon, or being unloaded from an insured vehicle.

The liability of the insurer in respect of any claim arising out of any one event shall not exceed the sum insured.

The insured must, at their own expense, take all reasonable precautions to prevent or diminish any damage which may give rise to liability under this Policy.

### **This Policy Will Not Cover**

#### **The insurer shall not be liable for:**

- The excess which is payable by the insured.
- Loss of market, loss of profits, delay, or any consequential loss.
- Loss of sheets, ropes, packing materials, damaged securing chains or toggles.
- Property warehoused at a rental or under a contract for storage and distribution.
- Money and securities.
- Jewellery, watches, furs, cameras, radios, televisions, record players, cassette players, video and other electronic equipment belonging to vehicle drivers or attendants.
- Property carried by or dispatched by the insured for hire or reward.
- Damage to property arising as a result of packing which was inadequate to withstand normal handling during transit.
- Damage caused to property in open vehicles owned or operated by the insured caused by atmospheric or climatic conditions unless the property is protected by vehicle sheets.
- Damage to property caused by or arising from wear, tear, depreciation, deterioration, mildew, moth, vermin, inherent vice, inherent nature, mechanical or electrical breakdown, failure or derangement unless external damage has occurred.

- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, requisition, seizure or destruction by any government or any public authority.

**Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to or by arising from:**

- Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. The radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof; Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; The radioactive, toxic, explosive or other hazardous or contamination properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes.
- Damage to property directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Terrorism; or, steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this exclusion “terrorism” means any act of any person or group of persons or organisation involving the causing occasioning or threatening of harm of whatever nature and by whatever means or putting the public or any section of the public in fear.

In circumstances in which it is reasonable to conclude that the purpose of the person or group of persons or organisation concerned is wholly or partly of a political religious, ideological or similar nature.

If the insurer asserts that any loss damage liability or expense is not covered by reason of this exclusion it shall be for the insured to prove the contrary.

## **Conditions**

### **Under insurance:**

If the property shall, at the commencement of any damage hereby insured against, be collectively of greater value than the limit of liability then the insured will be considered as being their own insurer for the difference and shall bear a rateable share of the damage accordingly.

### **Vehicle security requirements:**

Unattended vehicle: No claim will be admitted for theft from any vehicle not individually attended unless:

- all doors, windows and other openings are left closed securely locked and properly fastened; and entry or access to the vehicle has been affected by forcible and violent means.

### **Overnight requirement:**

No claim will be admitted for theft in respect of property left in or on any unattended vehicle for the night except where such vehicle is protected in accordance with any other vehicle security requirements specified herein and is either garaged in a building which is securely closed and locked or parked in a compound secured by locked gates or if the vehicle is alarmed and is parked on the insured’s driveway off-road adjacent to the private house in a well lit area.

### **Assignment:**

This Policy is between and binding upon the insurer and the insured and their respective successors in title, however, the Policy may not be otherwise assigned by the insured without prior written consent.

### **Cancellation:**

This Policy may be cancelled in writing at any time by the insured by giving immediate written notice to Motorplus Limited. The insurer may also cancel this Policy by giving 30 days written notice to the insured. In the event of cancellation the insured will be entitled to a full refund of premium if the Policy is cancelled within the first 14 days. There will be no refund of premium for any cancellation outside this period or if the insured has notified a claim during the period of insurance.

### **Cooling Off:**

You may cancel this Policy, without giving reason, by sending written notice to Motorplus Limited returning the insurance documents within 14 days of inception or within 14 days of you receiving the insurance documents (if later). Your premium will be refunded in full provided a claim has not been made against this Policy. If a claim has been made against this Policy no refund of premium will be provided.

### **Governing Law:**

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

### **Claims Conditions**

- If a claim is in any respect fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on their behalf to obtain any benefit under this Policy or if any damage is occasioned by the wilful act or with the connivance of the insured, all benefit under this Policy shall be forfeited.

### **On the discovery of any circumstance or event which may give rise to a claim under this Policy the insured shall:**

- Notify the coverholder as soon as reasonably practical on 0333 241 9571.
- Give immediate notice to the police in respect of damage caused by malicious person or thieves if insured by this Policy.

### **within 30 days after such damage (or seven days in the case of damage caused by civil commotion, strikers lock out, workers or persons taking part in labour disturbances, or malicious persons if insured by this Policy), or such further time as the insurer may in writing allow at the expense of the insured deliver to the insurer:**

- Full information in writing of the claim; details of any other insurance relating to the claim; all such proofs, information, explanation and other evidence (including the production of articles alleged to be damaged) as may be reasonably required; and if demanded - a statutory declaration of the truth of the claim and of any matter connected with it.
- No claim under this Policy shall be payable unless the terms of Claims Condition 2 have been complied with.
- The insured shall at the insurer's request and expense, do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by the insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the insurer shall be or would become entitled or subrogated upon the insurer paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the insurer indemnifies the insured.
- If at the time of any claim there is any other insurance covering the insured's interests in the property the insurer's liability under this Policy shall be limited to any excess over the sum recoverable or which but for the existence of this Policy would be recoverable under such

insurance.

- Any difference under this Policy shall be referred to arbitration in accordance with the statutory provisions currently in force and the making of an award shall be a condition precedent to any right of action against the insurer. Any claim for which the insurer has disclaimed liability shall for all purposes be deemed to have been abandoned and not recovered thereafter unless referred to arbitration under these provisions within one year from the date of such disclaimer.

### **Complaints**

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should in the first instance contact:

The Chief Executive Officer  
Motorplus Limited  
Kircam House  
Whiffler Road  
NORWICH  
NR3 2AL

Tel:01603 420 000  
Fax:01603 420 010

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

In the event you remain dissatisfied and wish to make a complaint, you can do so by contacting the following:

The Customer Relations Manager  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Tel:0345 218 2685  
Email:customerrelations@ukgeneral.co.uk

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

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**

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet their 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 0800 678 1100 or 020 7741 4100

### **Data Protection Act 1998**

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

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