



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, 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:

- a) on the next expiry date of Your motor insurance policy; or
- b) 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:

- 1 domiciled in the United Kingdom; and
- 2 authorised to drive the Policyholder's Vehicle by the Policyholder's motor insurance certificate; and
- 3 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**1. Any claim:**

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

2. Legal Costs of or relating to claims regarding:

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

3. Legal Costs incurred:

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

4. The balance of Legal Costs incurred over and above any figure We have previously agreed.

5. Legal Costs incurred during any legal action You take which We have not agreed to, or where You do anything that hinders Us or the Appointed Lawyer.

6. 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

1. You must:

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

2. We may:

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

3.
 - 3.1 An Appointed Lawyer will be appointed by Us, representing You pursuant to Our standard terms of appointment.
 - 3.2 The Appointed Lawyer will have direct contact with Us and must co-operate fully with Us at all times.
 - 3.3 You must co-operate fully with the Appointed Lawyer and with Us, keeping Us informed and attending meetings or hearings as may be required at Your own expense.
 - 3.4 You must give the Appointed Lawyer any instructions that We request.
 - 3.5 If it becomes necessary to appoint a lawyer to assist You before the issue of court proceedings We will choose the Appointed Lawyer. If by the date when it is necessary to issue court proceedings We have not already chosen an Appointed Lawyer, You can nominate one by sending Us the name and business address of a suitably qualified person. We may choose not to accept Your nominee unless there are exceptional circumstances. If there is a disagreement over the choice of Appointed Lawyer another suitably qualified person can be appointed to decide the issue (see below).
 - 3.6 You must at Our request instruct the Appointed Lawyer to have any Legal Costs taxed, assessed or otherwise audited.
 - 3.7 You must take all necessary steps to assist the recovery of Legal Costs from any other party, and pay Us any Legal Costs so recovered.
 - 3.8 We will not be bound by any undertaking or other promise or assurance You may give to the Appointed Lawyer or which You or the Appointed Lawyer give to any other person.
 - 3.9 If You or the Appointed Lawyer terminate their retainer the cover We provide will end immediately, though We may agree to appoint another Appointed Lawyer.
 - 3.10 If You settle, withdraw or abandon a claim without Our prior agreement, or fail to give suitable instructions to the Appointed Lawyer, the cover We provide will end immediately and We will be entitled to reclaim from You any Legal Costs paid by Us.
 - 3.11 If We and You disagree about the choice of Appointed Lawyer, or about the handling of a claim, We and You can choose another suitably qualified person to decide the matter, agreeing the choice of this person in writing. If this is not possible We will ask the President of the relevant national Law Society to nominate a suitably qualified person. The Party whose choice is rejected must pay the costs and fees incurred in resolving the disagreement.
4.
 - 4.1 You must inform Us of any proposal to settle a claim including any Payment into Court. If You reject an offer which We consider reasonable We may refuse to pay any further Legal Costs.
 - 4.2 You must not negotiate or agree to settle a claim without Our prior approval.

- 5 We may elect to pay You the amount of damages You are claiming, instead of starting or continuing a claim.
- 6 We may if We see fit require that You obtain Counsel's Opinion from a barrister agreed by You and Us, as to the merits of a proposed claim or proceedings. You will be responsible for the costs of obtaining the Opinion, but if this indicates that there are reasonable grounds for the pursuit of a claim or proceedings, We will refund Counsel's fees.
- 7 We may cancel this Policy at any time by giving You 21 days' notice in writing.
- 8 This Policy shall be voidable in the event of misrepresentation or misdescription in any material fact. If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited.
- 9 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.
- 10 If You die, We will insure Your personal legal representatives to pursue disputes covered by this Policy arising from Your death, providing they keep to the terms of the Policy.
- 11 Apart from Us, only You may enforce all or any part of this Policy, and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the Policy in relation to any third party right or interest.
- 12 This insurance is written in English and all communications about it will be in English. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.
- 13 Any Act of Parliament mentioned in the Policy includes equivalent laws in the relevant jurisdiction in which any claim arises.

Making a Claim

To make a claim call our Claims Centre on **0333 241 9580**.

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

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

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

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

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

MotorPlus
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.

How to make a complaint

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

Telephone: **0333 241 9580**

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

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**

Website: **www.financial-ombudsman.org.uk**

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, or by phoning 0207 892 7300.

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.

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 and Europe which has either immobilised Your Vehicle or made it unsafe to drive.
“Claim”	means a call for assistance under this Policy.
“Europe”	Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia & Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (West of the Bosphorus), Ukraine.
“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

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.

1. Call the appropriate number stated in the table below.
2. Have to hand Your cover number and Vehicle registration.
3. 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.

UK	0333 202 1867*	(pay call)
France and Monaco	0800 290 112	(freephone within France and Monaco only)
	0472 43 52 55	(pay call)
Republic of Ireland	1 800 535 005	(freephone)
	00 44 800 107 9058*	(pay call)
Rest of Europe	00 33 472 43 52 55	(pay call)
Serbia and Montenegro	99 33 472 43 52 55	(pay call)
Azerbaijan, Belarus, Georgia, Russia, Ukraine	810 33 472 43 52 55	(pay call)

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

Breakdowns on motorways

On continental motorways (including service areas) You **MUST** use the Roadside emergency telephones. You cannot call RAC control centres from these. You will be connected to the police or authorised motorway service, who will send a Breakdown recovery Vehicle. However, this will only be to the recovery company's own depot if they cannot fix Your Vehicle – contact RAC using the numbers above as soon as You can, if possible from the recovery company's depot.

You may have to pay labour and towing charges on the spot – an authorised tariff is normally applicable. These items are covered and You should obtain a receipt to claim a refund on Your return Home.

Mobiles and car phones

RAC will not reimburse the cost of any telephone calls You make in connection with any Breakdown under this Policy (including mobile phone calls).

It may not be possible for an RAC control centre to call a mobile or car phone but when it is, You may still have to pay the cost of any international call. Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car phones vary from country to country. Please check with Your service provider that Your phone meets the requirements and standards for the countries in which You are travelling.

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:

- 1 Breakdowns which would be prevented by routine servicing of Your Vehicle
- 2 any labour other than that incurred at the Roadside
- 3 replacing tyres or windows
- 4 missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them
- 5 the cost of ferry crossings, road toll and congestion charges
- 6 Vehicles being demonstrated or delivered by motor traders, or used under trade plates
- 7 Vehicles, which, according to Our patrol or contractor, had broken down or were unroadworthy before You took out Your Policy
- 8 Vehicles, which Breakdown within 1/4 mile of Your Home address or where You normally keep the Vehicle
- 9 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

- 10 the cost of parts, fuel or other supplies
- 11 any Vehicle storage charges incurred when You are using Our services
- 12 labour at any garage to which the Vehicle is taken
- 13 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)
- 14 the tow or transport of any Vehicle, which, in Our reasonable opinion, is loaded beyond its legal limit
- 15 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
- 16 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, Onward Travel and European 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:

- 1 any Vehicle which in Our reasonable opinion was broken down or unroadworthy at the time You took out Your Policy
- 2 the use of Recovery as a way to avoid paying repair costs
- 3 a second Recovery if We consider that the original fault of a first Recovery has not been properly repaired
- 4 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:

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

Onward Travel

Onward Travel benefits must be arranged at the time of Breakdown and cannot be requested later.

You are entitled to one of the following extra benefits once We have decided that We cannot get the Vehicle repaired locally.

- Replacement car hire.
- Alternative transport costs.
- Hotel accommodation.

You can use the Onward Travel benefits from Your Home address or within 1/4 mile of Your Home address. This excludes incidents where We have been called to rectify failed repairs.

Replacement car hire

We will pay for:

- 1 up to two days hire cost of a manual car of similar cubic capacity to Your Vehicle up to 1600cc for the duration of the repairs to the Vehicle in accordance with Your Onward Travel entitlement, for one incident
- 2 insurance (including collision damage waiver).

Replacement car hire is subject to availability and Our supplier's terms and conditions, which will usually include:

- 1 age limits
- 2 the need to have a current driving licence, and, if held, a driving licence photo card, with You
- 3 limits on acceptable endorsements
- 4 the need to provide a valid credit card number (Alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the Vehicle to You).

Hire cars are not usually available with a tow bar, and therefore Your caravan or trailer will, if eligible, be recovered under Recovery with Your broken-down Vehicle.

If We decide that a hire car is not a practicable solution for any reason, hotel accommodation or alternative transport will be provided instead.

Alternative transport

We will reimburse You for standard class rail or other transport of Our choice for up to 8 people to reach the end of their journey within the UK. We will pay up to £150 a person or £500 for a group whichever is less.

Hotel accommodation

We will arrange and reimburse You for one night's bed and breakfast for up to 8 people in a hotel of Our choice.

We will pay up to £150 a person or £500 for each Party whichever is less. You will have to pay for any extra hotel or transport costs.

Special medical assistance

Onward Travel also provides special medical assistance. If You or one of Your passengers is taken into hospital more than 20 miles from Home We will arrange and pay for overnight accommodation for the other passengers, as described in 'Hotel accommodation' above.

We will also arrange for an ambulance to take the patient to a local hospital near to their Home once medical permission has been given. Special medical assistance is not available for planned hospital visits.

What is not covered.

- 1 A second use of the Onward Travel benefits if the original fault has not been properly repaired.
- 2 Other charges arising from Your use of the hire car, such as fuel costs, deposit, any insurance excess charges, collecting and returning the Vehicle and any costs due to You keeping the car after the agreed period of hire (You must settle these charges directly with the supplier).
- 3 If You require a second or any other type of Vehicle We will try to arrange this for You. You will have to pay for any additional costs.
- 4 If You are unfortunate enough to have an incident with the hire Vehicle and You make an insurance claim, You will be responsible for paying any excess.
- 5 Service within 24 hours of commencement of this Policy.
- 6 Breakdowns in the UK resulting from road traffic Accidents, vandalism, fire or theft.

European Motoring Assistance

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

European cover operates within all countries defined as Europe on Page 1.

Service in the UK en route to Europe

If You are stranded on a public highway through Breakdown of Your Vehicle on the outward journey from Home to Your point of departure from the UK or on the inward journey from Your point of entry to the UK, to Home, We will provide services as if You were in Europe.

In addition We will pay a contribution of up to £750, towards the cost of self-drive hire car including collision damage waiver and replacement Green Card as necessary, to complete the planned journey if RAC confirms Your Vehicle cannot be repaired within 24 hours.

Service whilst in Europe

You are covered for any number of trips, each up to 90 days in duration but not for longer stays and provided the outward and return journeys are completed in the Period of Cover.

In the event of a Breakdown We will pay for the following subject to the limitations for each section as described in the Policy description:

We will pay for:

- 1 attendance of local Breakdown or garage services to repair the Vehicle at the Roadside if possible; or
- 2 tow of the Vehicle from the place of Breakdown or Accident to the nearest local repairer where You may arrange repairs and either:
 - a) a contribution towards labour charges at a garage if it is possible to effect the repairs necessary to enable the Vehicle to continue the journey on the date of Breakdown; or
 - b) inspection fees, in the event of a Breakdown, to confirm that the Vehicle cannot be repaired by Your return travel date and Your request for assistance will include authorisation for Us to arrange this; and
- 3 storage charges for the Vehicle while awaiting repair or repatriation
- 4 the cost of wheel changes but not for replacement tyres.

We will not pay for:

- 1 any labour costs other than those incurred at the Roadside. We will not pay labour costs at any garage to which the Vehicle is taken other than under paragraph 2 above
- 2 repair costs, including labour, if the Vehicle was in a road traffic Accident, damaged by fire or stolen or is uneconomical
- 3 the cost of parts used for Roadside or garage repairs
- 4 the cost of any repairs not directly necessary to enable the Vehicle to continue the journey on the date of the Breakdown
- 5 the cost of any other supplies, including but not limited to Specialist Equipment.

If We cannot repair the Vehicle within 12 hours of being notified of a Breakdown, then We will pay for either:

- a) additional accommodation expenses We will pay up to £30 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while You wait for Your Vehicle to be repaired, providing the appropriate RAC control centre can confirm repairs will take more than 12 hours, or if it is to be repatriated to the United Kingdom.

We will not pay for:

1. the costs of meals and any extra costs. or
2. journey continuation or return Home.

b) If the appropriate RAC control centre can confirm repairs to Your Vehicle will take more than 12 hours, or if Your Vehicle is to be repatriated to the United Kingdom, a contribution to travel expenses to allow You to:

- 1 continue the planned journey during the period Your Vehicle is not roadworthy or
- 2 return Home by direct route.

Expenses can comprise self-drive car hire up to 14 days per claim, including collision damage waiver (see "Important self-drive hire car information") and replacement Green Card as necessary, or second/standard class rail, or a combination of both. RAC will in its sole discretion decide which course of action to adopt, but RAC will take into consideration Your preference.

You must collect the Vehicle when repaired as once the Vehicle is repaired and You have been notified, RAC will not pay any further expenses other than the costs of collection.

This benefit is also available if Your Vehicle is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if and when Your Vehicle is recovered in a roadworthy condition.

We will not pay for:

- 1 fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car
- 2 the cost of any car hire beyond the period agreed with the appropriate RAC control centre
- 3 any car hire expenses after Your Vehicle is repaired except for the direct journey to return and collect it
- 4 first class rail fares
- 5 any costs under this benefit if they are for a service You used at the same time as the above section "Additional accommodation expenses"
- 6 international drop charges where a Vehicle hired from Europe is dropped within the UK
- 7 the costs of hiring a motorcycle
- 8 any hire costs not arranged through RAC or agreed by RAC.

Vehicle repatriation

If RAC can confirm that repairs cannot be completed by Your planned return date to the United Kingdom and providing the cost of repatriation is not uneconomical We will pay for Vehicle repatriation to the United Kingdom.

We will pay for the cost of taking the Vehicle by road transporter from Europe to Your Home or chosen UK repairer for repair.

We will also pay the costs of packing and freighting Your baggage if the Vehicle is declared a 'Write-off' by the Vehicle's insurers.

When repatriation is authorised it normally takes 10-14 working days for delivery to a UK address from most west European countries. At busy times and from east European countries it may take longer.

If the Vehicle has been fitted with a roof box or bicycle rack, You must remove and place it inside the Vehicle. The roof box keys need to be left with Your Vehicle keys.

We will not pay for:

- 1 Claims for any repatriation not authorised by the appropriate RAC control centre
- 2 the cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the UK market value of Your Vehicle according to Glass's guide
- 3 the cost of repatriation if Your Vehicle is roadworthy
- 4 any Claim if Your Vehicle is being repatriated and Customs in any country find its contents are breaking the law
- 5 any further costs in connection with the Vehicle once declared a write-off by Us.

Collection of Vehicle from Europe

We will pay up to £600 for the following costs for one person to collect Your Vehicle, repaired abroad after a Breakdown.

- 1 Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
- 2 Additional homeward cross channel ferry or rail fare for the repaired Vehicle (calculated by taking the actual fare less the value of any unused homeward portion of Your original cross channel ticket).
- 3 Up to £30 per night for single room hotel accommodation necessary to complete the round trip (limited to room only).

We will not pay for:

- 1 first class rail fares
- 2 the cost of any meals
- 3 the costs of more than one person.

Note: The appropriate RAC control centre will make the sole decision whether Your Vehicle should be repaired in Europe for You (or someone nominated by You) to return and collect.

Authority for repatriation or repair

If Your Vehicle is not able to be driven due to a road traffic Accident, fire, break-in or theft, any damage which You are entitled to have repaired by Your motor insurers must be reported to them immediately. Your insurers must decide whether to declare the Vehicle is a write-off, authorise repair abroad or have the Vehicle repatriated. We cannot repatriate the Vehicle unless Your insurers first give their permission.

We also reserve the right to negotiate with them to reclaim costs incurred. If Your insurers cannot or do not give permission to repatriate then it is Our decision alone whether to declare the Vehicle a write-off, or repatriate or repair locally a Vehicle which cannot be driven as a result of a Breakdown, or as a result of a road traffic Accident, fire or theft, for which You do not have fully comprehensive cover.

Additional services

We will pay for the costs of providing the following if applicable.

Vehicle break-in, emergency repairs

We will treat Your Vehicle as if a Breakdown had occurred and You will be entitled to all of the services set out in this document except 'Vehicle repatriation'.

We will pay:

1. the cost of immediate emergency repairs, up to £175, necessary to make Your Vehicle secure in the event of damage to window, locks or windscreen caused solely by forcible entry, or attempted forcible entry provided You report the matter to the police either before contacting Us or within 24 hours of contacting Us, and You have obtained a written report from the police.

We will not pay for:

- 1 the cost of repairs if they are not to make Your Vehicle secure and for the reasons stated
- 2 any repair costs if You do not obtain a police report and submit it with Your claim.
- 3 repatriation benefits as described under the section entitled 'Vehicle repatriation'.

Spare parts dispatch

If as a result of a Breakdown Your Vehicle needs parts but these are unavailable locally We will pay for:

- 1 freight, handling and ancillary charges for dispatch of spare parts not obtainable locally
- 2 the fare for one person to collect parts from the appropriate railway station or airport.

We will not pay for:

- 1 the cost of parts themselves, which must be paid on receipt. When telephoning the RAC control centre You will be asked for Your credit card details. Alternatively You will be asked to pay for the part(s) direct to the repairer.

Accidental damage to or loss of tent

We will pay:

- 1 up to £35 per person per day contribution to accommodation expenses if during the Period of Cover You are camping and Your tent is damaged Accidentally making it unusable, or it is stolen. Alternatively, We may at Our option authorise the cost of a replacement tent. If Your tent is stolen You must report the theft to the police within 24 hours and obtain a written report.

We will not pay for:

- 1 the cost of meals or any other costs
- 2 damage caused by weather conditions
- 3 the cost of a replacement tent not authorised by Us
- 4 any costs if Your tent was stolen and You do not report the theft to the police within 24 hours and obtain a written report.

Urgent message relay service

We will pay for:

- 1 the cost of relaying urgent messages from the appropriate RAC control centre to Your immediate relatives or close business associates if the Vehicle cannot be driven because of Breakdown, Accident or fire or it is stolen.

We will not pay for:

- 1 the cost of non urgent messages or messages to persons not described in the previous paragraph
- 2 the cost of relaying any urgent message not arranged through the appropriate RAC control centre.

Replacement driver

We will pay for:

- 1 the cost of providing a replacement driver to drive Your Vehicle and Your Party to Your destination or Home, if a registered doctor declares You medically unfit to drive and You are the only qualified driver.

We will not pay for:

- 1 replacement driver cost if there is another qualified driver in The Party who is fit to drive.

Customs claims indemnity

We will pay for continental or Irish Customs Claims for duty if:

- 1 the Vehicle is beyond economic repair as a result of fire or theft in Europe during the journey and it has to be disposed of abroad under Customs supervision
- 2 it is stolen in Europe during the journey and not recovered. RAC will deal with necessary Customs formalities.

To arrange, please call: RAC European Support, 0330 159 0342 Monday to Friday 9am-5pm.

We will not pay any import duties not relating to the Vehicle.

There is an overall limit of £2500 per Claim applied to the European section of this Policy.

European Claims procedure and conditions

When providing assistance We make every effort to meet on Your behalf all costs within the Claim limit. However, in some instances You may be asked to pay locally and reclaim costs on Your return to the United Kingdom. There may also be occasions when You arrange and pay for assistance direct and wish to reclaim the cost.

RAC European Motoring Assistance claims are handled by:

RAC Customer Care,
RAC Motoring Services,
RAC House,
PO Box 200,
Walsall,
WS5 4QZ.

If You have paid any cost which You believe is covered under Your Policy, please telephone Us for a Claim form immediately on Your return Home, quoting Your Policy reference number. When returning Your completed Claim form You should enclose relevant original receipts (not photocopies).

If You have any enquiries relating to repatriations or Claims associated with Our European Service, please contact Us on 0330 159 0342.

Payment of Claims depends on You complying with the following conditions for all of Your Policy.

- 1 You must keep all relevant original receipts (not photocopies) as they will be needed for any Claim. We may refuse to pay expenses You are Claiming back if You cannot provide original receipts or bills for the items You have paid.
- 2 You must make any Claim on an RAC Claim form, please bring Your Claim to Our attention as soon as You can (if possible within 28 days) after You return to the United Kingdom. Claims which are not on an RAC Claim form will not be accepted. This does not affect Your statutory rights to take legal action in or exercise any other legal remedy.
- 3 If We pay out money for You under Your Policy We can take over Your right to get that money back. You must cooperate with Us as much as possible if requested by Us.
- 4 You must do all You can to prevent Accident, injury, loss or damage, as if You were not covered under Your Policy.
- 5 You must forward to Us any writ, summons, legal document or other communication about the Claim as soon as You receive them.
- 6 You must obtain any original receipts, certificates, police reports, evidence, etc and give all the information and help We may need at Your expense. This includes medical certificates and details of Your household insurance if necessary.
- 7 You must not admit liability or offer or promise payment without Our written permission.
- 8 You must, within 7 days of any request from Us, send to Us copies of any European Accident statements (called a "Constat d'amiable" in France) and/or any police reports should You use the Policy following a road traffic incident.

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. It is also virtually impossible to hire Vehicles with tow bars and it may become necessary to repatriate a caravan or trailer together with a towing Vehicle which cannot be repaired abroad by the return date.

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.

Service in Europe

Motor insurance

RAC European cover is not motor Vehicle insurance. We strongly recommend You tell Your motor insurers before taking Your Vehicle abroad. If You do not, Your insurance Policy will only cover You for damage You might cause to other people or their property (third party cover). This means that You will not be covered for any loss or damage to Your Vehicle. Your insurers will also need to know if You are towing a caravan or trailer.

Availability of service in eastern Europe

Every effort is made by RAC to make sure that a good quality service is provided in eastern European countries but this may not necessarily be to the same standards as in western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc. You should also be aware that unleaded fuel may not be widely available.

Disruption in country

Our service in certain countries may become disrupted or unavailable due to current conditions in that country. For example strike action may delay or prevent our service under this Section. If this is the case, we will not be liable for any losses that you may suffer as a result of the disruption or unavailability of our services. To obtain current information on conditions in the countries you are travelling to please refer to the Foreign and Commonwealth office website at: <http://www.gov.uk/government/organisations/foreign-commonwealth-office> or email TravelAdvicePublicEnquiries@fco.gov.uk.

Important self-drive hire car information

We will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, Your Vehicle, if there is one available. If You were travelling in an MPV or similar Vehicle We may arrange two hire cars.

We will only arrange this if there are two qualified drivers in Your Party. Otherwise, We will arrange alternative means of transport.

Self-drive car hire arranged under Your Policy will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence endorsements, etc. The driver must also have held a full UK driving licence or equivalent for a minimum of 1 year (2 years for France).

Your credit card details will also be required as security for the hire and to cover extras such as top-up of the fuel tank when returning the Vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire Vehicle must be the same. Switch cards and debit cards are not acceptable. If You leave a hire car at a different location to the one arranged by the RAC control centre You must pay any collection charge which may be made.

Please note that many car hire companies across Europe charge a damage excess which is not covered by the collision damage waiver (CDW). This means that if the car is damaged during the hire period You could be liable for the equivalent of the first £150£550 (approximately) and have Your credit card charged.

In some cases the amount could be higher and varies according to hire company, category of hire car and location. The CDW covers the amount above the excess.

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and eastern Europe international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete Your journey. A car hired abroad must not be brought into the United Kingdom.

A second car hire will be arranged for the United Kingdom part of Your journey.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or Vehicles with tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class Vehicles and cannot guarantee the hire of minibuses or vans.

We will not be responsible for any delays in obtaining a hired Vehicle and cannot guarantee to provide it in time to connect with Your pre-booked ferry, etc. You may have to collect a hired Vehicle from the nearest available place of supply.

Special requirements for Vehicles with over 9 seats

The supply of minibuses as a replacement Vehicle can often prove difficult. When one is available the following regulations apply:

Drivers must be at least 21 years old and have a full year's car driving experience. Special documents and tachographs are mandatory throughout the EU. For more information contact Your local Department of Transport Area Office for details.

Repayment of credit

You must pay back to Us on demand:

- 1 any costs We have paid for which You are not covered under Your Policy
- 2 the cost of any spare parts supplied.

Spares dispatch

After You have asked the appropriate RAC control centre to dispatch parts You are responsible for paying for them in full, even if You later obtain them locally.

We will arrange to dispatch parts as quickly as possible but delays will occur at weekends and bank holidays. We will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

General exclusions

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

- 1 costs for anything which was not caused by the incident You are claiming for
- 2 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
- 3 the cost of all parts, garage, labour or other costs in excess of Your Policy limits set out in the part entitled "Policy Description". Please note these costs in Europe are likely to be higher than in the UK
- 4 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)
- 5 any incident affecting a Vehicle hired under the terms of Your Policy
- 6 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
- 7 any claim caused directly or indirectly by:
 - a) Your property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority
 - b) war, invasion, civil unrest, revolution, terrorism or any similar event
8. any Claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer

9. any Claim as a result of Vehicle Breakdown due to:

- a) running out of oil or water
- b) frost damage
- c) rust or corrosion
- d) tyres which are not roadworthy
- e) using the incorrect fuel

10. any Claim caused directly or indirectly by the effect of intoxicating liquors or drugs

11. 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

12. 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

13. 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

14. any period outside Your Period of Cover

15. any Vehicle other than a car, motorcycle 121cc 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:

- a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM)
- b) 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.

16. 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

17. any Vehicle which is not in roadworthy and good mechanical condition at least 7 days before any booked trip to Europe within Your Period of Cover. You must also make sure it is serviced as the manufacturer recommends

18. 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

19. Your Vehicle if it is unattended

20. 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

21. 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.

22. 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.

If We do not receive the payment within 14 days of the invoice date Your Policy will be cancelled without refund

Your right to cancel

- 1 You are entitled to cancel Your Policy In full, up to 14 days following the commencement (or renewal) date, or the date You receive Your policy documentation, whichever happens later.
- 2 If You have not made a Claim within the first 14 days We will refund the cost of Your Policy.
- 3 If You use the service within the first 14 days and decide to cancel, You will not be eligible for any refund.
- 4 If You do not pay for Your premium promptly, We will cancel Your Policy.
- 5 Your Policy will automatically terminate in the event that Your related motor insurance Policy terminates.
- 6 To cancel Your Policy please contact iGO4 Limited on 0333 043 7255.

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
Olympus House
Staniland Way
Peterborough
PE4 6NA

Alternatively you can email us at 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: Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4ZZ.

If You are dissatisfied with the service You have received under Your European Cover, please write to Us at: Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ .

Freephone from the UK on 0800 107 5861 or from Europe on 00 44 161 332 1040 or Fax 01922 746 528. Alternatively, email 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.

Provided by RAC Motoring Services (Registered in England No: 1424399, Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW) 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.



Key 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, 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 Key Protection 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 Us. We will be happy to assist.

This is a contract of insurance between You and Great Lakes Reinsurance (UK) SE. The insurance provided covers certain costs and expenses, subject to the terms, Limit 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.

Demands and Needs

This Policy will meet the demands and needs of customers who want to safeguard their keys from loss or damage. It will provide up to £1500 annual cover for locksmiths' charges, new locks and keys, car hire and onward transport costs. The re-programming of immobilisers, infra-red handsets and alarms is also covered. Motorplus Limited do not make any personal recommendations as to whether this policy will suit Your individual circumstances.

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". If You cancel outside these periods, no premium will be refunded. discretionary.

Making a Claim 24/7

To make a claim CALL **0333 241 9599** quote the fob number.

You must report any claim to the Coverholder within 30 days of the Insured Event.

REMEMBER The Claims line is open 24 hours a day, 365 days a year.

Definitions

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

Coverholder/We/Us/Our

Motorplus Limited and associated and/or subsidiary companies.

You/Your

The Policyholder and any immediate member of their family residing at the same address as the Policyholder during the Period of Insurance.

Fob

The numbered tag issued to the Policyholder by the Coverholder which the Coverholder has registered in the Policyholder's name.

Insured Key

Any key which is attached to a Fob.

Limit of Indemnity

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

Period of Insurance

12 months from the date of inception of this Policy.

Policyholder

The person in whose name the Coverholder has registered the Fob.

Territorial Limits

The United Kingdom.

Insured Event

The loss or theft of, or damage to, any Insured Key.

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.

This Policy Will Cover

If during Period of Insurance and within the Territorial Limits an Insured Key is lost, damaged or stolen, the Coverholder 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 Policy Will Not Cover

The Insurer/Coverholder 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 Coverholder that the Fob has been lost or damaged and You are awaiting a replacement, in

which event the Coverholder 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 Coverholder 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) Insured Keys if there are duplicate keys available to You immediately or reasonably quickly.
- g) Any Insured Event not reported to the Coverholder 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 or 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 Coverholder 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 Coverholder 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) Loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.
- s) Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup, or the actions of any lawful government or public or local authority.
- t) Any loss of earnings or profits which You suffer as a result of the loss or theft of, or damage to an Insured Key.
- u) Claims arising from any deliberate or criminal act or omission by You.
- v) Loss or theft of, or damage to an Insured Key which occurs outside the Period of Insurance.
- w) Claims arising as a result of Your failure to take all reasonable steps to safeguard an Insured Key.

General Conditions

1. Compliance and Precautions

You must comply with each and every term of this Policy and must take all reasonable precautions to minimise the cost of any claim.

2. Cancellation

The Policyholder may cancel this Policy at any time. If the Policyholder cancels within 14 days of either the inception or renewal date or the date they receive the contractual terms and conditions (whichever is later) then the Coverholder will return any premium already paid (providing that no claims have been made). If the Policyholder cancels outside this period they will not be entitled to any refund of premium. The Insurer/Coverholder may cancel the insurance by giving the Policyholder 30 days notice in writing sent to the Policyholder's last known address.

3. Alteration

The Coverholder or the Policyholder shall notify the Insurer as soon as reasonably possible of any alteration in risk which materially affects this Policy.

4. Terminology

The terminology used in this Policy is that of England and Wales but shall, where appropriate, mean the equivalent terminology of any relevant jurisdiction within the Territorial Limits.

5. Communications

All communications from the Insurer or their representatives shall be deemed duly sent if sent by the Coverholder or their representatives to the last known address of the Policyholder, or the address of their representatives if relevant. All communications by the Policyholder to the Insurer or their representatives shall be deemed duly sent if sent to the Coverholder.

6. Presentation of Claims by the Policyholder

The Policyholder must notify the Coverholder as soon as reasonably possible of any Insured Event which may give rise to a claim, complete any forms requested by the Coverholder and promptly supply such information as the Coverholder or their agents require.

7. Arbitration

If there is a dispute between the Coverholder and the Policyholder, which is not resolved by this Policy, either side may refer to the arbitration of a single arbitrator, being a solicitor or barrister agreed by the two sides. 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. 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.

8. Assignment

This Policy may not be assigned in whole or in part without the written consent of the Coverholder.

9. Excess

No excess is payable.

10. Maximum Number of Claims

There is no limit to the number of separate claims which You may make within the Period of Insurance subject to the fact that the total aggregate sum which the Coverholder will pay in each Period of Insurance is £1,500.

11. 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.

How to make a complaint

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

Telephone: **0333 241 9599**

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

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**

Website: **www.financial-ombudsman.org.uk**

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, or by phoning 0207 892 7300.

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.

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.

1. Call the appropriate number stated in the table below.
2. Have to hand Your cover number and Vehicle registration.
3. 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.

UK	0333 202 1867*	(pay call)
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*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:

- 1 Breakdowns which would be prevented by routine servicing of Your Vehicle
- 2 any labour other than that incurred at the Roadside
- 3 replacing tyres or windows
- 4 missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them
- 5 the cost of ferry crossings, road toll and congestion charges
- 6 Vehicles being demonstrated or delivered by motor traders, or used under trade plates
- 7 Vehicles, which, according to Our patrol or contractor, had broken down or were unroadworthy before You took out Your Policy
- 8 Vehicles, which Breakdown within 1/4 mile of Your Home address or where You normally keep the Vehicle
- 9 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
- 10 the cost of parts, fuel or other supplies
- 11 any Vehicle storage charges incurred when You are using Our services
- 12 labour at any garage to which the Vehicle is taken
- 13 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)
- 14 the tow or transport of any Vehicle, which, in Our reasonable opinion, is loaded beyond its legal limit
- 15 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
- 16 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.

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.

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 Roadside, the caravan or trailer will be towed 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:

1. costs for anything which was not caused by the incident You are claiming for
2. 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
3. the cost of all parts, garage, labour or other costs in excess of Your Policy limits set out in the part entitled "Policy Description"
4. 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)
5. any incident affecting a Vehicle hired under the terms of Your Policy
6. 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
7. any claim caused directly or indirectly by:
 - a) Your property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority
 - b) war, invasion, civil unrest, revolution, terrorism or any similar event
8. any Claim caused directly or indirectly by the overloading of Your Vehicle and/or any caravan or trailer
9. any Claim as a result of Vehicle Breakdown due to:
 - a) running out of oil or water
 - b) frost damage
 - c) rust or corrosion
 - d) tyres which are not roadworthy
 - e) using the incorrect fuel.
10. any Claim caused directly or indirectly by the effect of intoxicating liquors or drugs
11. 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
12. 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
13. 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
14. any period outside Your Period of Cover
15. 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:
 - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross

Vehicle Mass (GVM)

b) 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.

16. 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
17. 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
18. Your Vehicle if it is unattended
19. 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
20. 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.
21. 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

- 1 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.
- 2 If You have not made a claim within the first 14 days We will refund the cost of Your Policy.
- 3 If You use the service within the first 14 days and decide to cancel, You will not be eligible for any refund.
- 4 If You cancel the Policy after 14 days, no refund or credit will be applied.
- 5 If You do not pay for Your premium promptly, We will cancel Your Policy.
- 6 Your Policy will automatically terminate in the event that Your related motor insurance Policy terminates.
- 7 To cancel Your Policy please contact iGO4 Limited on 0333 043 7255.

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 the policy administrators at:

Customer Services Manager
iGO4 Limited
Olympus House
Staniland Way
Peterborough
PE4 6NA

Alternatively you can email us at 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: Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, BS32 4ZZ. Alternatively email 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

Provided by RAC Motoring Services (Registered in England No: 1424399, Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW) 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 Services Authority.

RAC to the rescue.



Gadget Cover Insurance Policy Wording

This document contains the full terms and conditions of Your insurance 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, or by telephoning **0800 111 6768**.

Important Information

This is Your In-Vehicle Electronic Equipment 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 Us. We will be happy to assist.

Unless We have agreed differently with You, English law and the decisions of English courts will govern this insurance.

Demands and Needs

This Policy will meet the demands and needs of customers who want to safeguard certain Electronic Equipment whilst in their Vehicle. It will provide up to £250 cover in respect of accidental damage or theft. Motorplus Limited do not make any personal recommendations as to whether this Policy will suit Your individual circumstances.

In return for the payment of Your premium We will provide insurance for Your Electronic Equipment while it is in Your Vehicle during the Period of Cover, subject to the terms, conditions, and limitations shown below or as amended in writing by Us.

Cancellation Right

1. Your right to change Your mind.

You may cancel the insurance, without giving a reason, by calling Motorplus Limited within 14 days of it starting or (if later) within 14 days of You receiving the insurance documents. A full refund will be provided.

- 1 If You wish to cancel Your insurance outside the first 14 days You must contact Motorplus Limited. No refund will be given.
- 2 We may cancel the policy by giving You 7 days notice in writing.

Making a Claim 24/7

Telephone the Claims Department on **0333 043 1330**.

- 1 If Your Electronic Equipment is damaged You must provide this item for inspection /repair.
- 2 If Your Electronic Equipment is stolen You need to do the following:

- i. Notify the Claims Department as soon as possible but in any event within 28 days of any incident likely to give rise to a claim under this insurance.
- ii. Report the theft of any Electronic Equipment to the Police within 24 hours of discovery and get a crime reference number in support of a theft claim.
- iii. Report the theft of any mobile phone or PDA, within 12 hours of discovery to Your Airtime Provider and blacklist Your handset.

Airtime Providers' numbers:

3	07782 333 333
BT Mobile	08000 322 111
O2	0844 809 0200
Orange	07973 100 150
T-Mobile	0845 412 5000
Virgin	08456 000 789
Vodafone	07836 191 191

Definitions

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

Electronic Equipment, Electronic Item

The portable items insured by this policy, which were purchased by You. The items can be any of the following; mobile phone, PDA, satellite navigation unit, iPod, MP3 player, laptop, camera, portable DVD player, portable gaming consoles, or LCD monitors.

Period of Cover

Twelve calendar months from the date of inception of this Policy.

Reasonable Precautions

All measures that it would be reasonable to expect a person to take in the circumstances to prevent damage or theft of Your Electronic Equipment.

Terrorism

Any act of any person or organization involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

Vehicle

The registered Vehicle stated on the Policy Schedule.

We, Us, Our

UK General Insurance Limited, on behalf of Great Lakes Reinsurance (UK) SE.

You, Your

The person who has purchased the insurance Policy.

This Policy will Cover

We will cover Your Electronic Items up to a maximum value of £250 and up to a maximum of 2 claims within any twelve month period for the following:

1. Accidental Damage

We will pay repair costs if Your Electronic Equipment is damaged as the result of an accident whilst the Electronic Equipment is in Your Vehicle. If Your Electronic Equipment cannot be repaired, We will replace it.

2. Theft

If Your Electronic Equipment is stolen from Your Vehicle We will replace it. Where only part or parts of Your Electronic Equipment have been stolen, We will only replace that part or parts.

3. Worldwide Cover

Your Electronic Equipment is covered for up to 60 days abroad within any 12 month period. Replacement or repair can only be dealt with once You are back in the UK.

You may make up to two claims in each Period of Cover but the total sum payable in each Period of Cover will not exceed £250.

This Policy Will Not Cover

Cover will not be provided for:

1. Your SIM card or the theft of a mobile phone if a SIM card registered to You was not in Your mobile phone at the time of the incident.
2. Any expense incurred as a result of not being able to use the Electronic Equipment, or any loss other than the repair or replacement costs of the Electronic Equipment.
3. The first £25 of each claim.
4. Loss of or damage to accessories of any kind.
5. Reconnection costs or subscription fees of any kind.
6. The cost of any unauthorised calls following the theft, or damage of a mobile phone or PDA.
7. **War Risk**

Terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.

8. Nuclear Risk

Damage or destruction caused by, contributed to or arising from:

- a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

9. Sonic Boom

Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

10. Loss of Data or Software

Any loss of or damage to information or data or software contained in or stored on the Electronic Equipment whether arising as a result of a claim paid by this insurance or otherwise.

11. Any indirect loss or damage resulting from any event which caused a claim under this Policy.
12. Liability of whatsoever nature arising from ownership or use of the Electronic Equipment, including any illness or injury resulting from it.
13. Value Added Tax (VAT) where You are registered with HM Revenue and Customs for VAT.
14. The Electronic Item must be less than 36 months old with valid proof of purchase when the Policy is started.

Replacement

This Policy offers replacement only and is not a replacement as new policy. If the Electronic Equipment cannot be replaced with identical Electronic Equipment of the same age and condition, We will replace it with equipment of comparable specification or the equivalent value taking into account the age and condition of the original Electronic Equipment.

Claims Conditions

- 1 You must inform the police within 24 hours of discovery of any incident relating to theft or malicious damage and get an incident report number. If the item is a mobile phone / PDA, You must also report the incident to Your airtime provider.
- 2 You must give Us details of the claim and any other contract, guarantee, warranty or insurance that may apply to the loss including but not limited to household insurance. Where appropriate a rateable proportion of the claim may be recovered direct from these Insurers.
- 3 You must provide proof of purchase for Your Electronic Equipment to support any claim, as well as any other receipts or documents that it is reasonable for Us to request.
- 4 You must pay the policy excess of £25 for any claim before Your claim will be processed.

WARNING:

We will process Your claim under the terms and conditions of this insurance based on the first reason notified to Us for the claim. If Your claim is not covered and You then submit a claim having changed the reason, We Will consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

Theft

You will not be covered for theft:

1. from any motor vehicle where You or someone acting on Your behalf are not in the vehicle, unless the Electronic Equipment has been concealed in a closed boot, closed glove compartment or other closed internal compartment and all the vehicle's windows and doors are closed and locked, and all security systems have been activated. Damage must be caused by the thief and evidence provided with Your claim.
2. where Reasonable Precautions have not been taken.

Accidental Damage

You will not be covered for damage caused by:

- 1 You deliberately damaging or neglecting the Electronic Equipment.
- 2 You not following the manufacturer's instructions.
- 3 routine servicing, inspection, maintenance or cleaning.
- 4 a manufacturer's defect or recall of the Electronic Equipment.
- 5 repairs carried out by persons not authorised by Us.

How to make a complaint

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

Telephone: **0333 043 1330**

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

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**

Website: **www.financial-ombudsman.org.uk**

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit **www.fscs.org.uk**

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 trading as ULR Additions is authorised and regulated by the Financial Conduct Authority. Regulated by the Ministry Of Justice in respect of regulated claims management activities.



£ 500 Excess Protect 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, 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 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.

How to make a complaint

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

Telephone: **0333 241 9576**

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

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**

Website: **www.financial-ombudsman.org.uk**

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**, or by phoning **0207 892 7300**.

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:

a) the value of Your Excess; or b) the sum of £500.00.

The cover provided under this Policy will continue for the Period of Insurance or until the total sum of £500 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

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

General Conditions

- 1) We may take proceedings at Our expense and in Your name to recover for Our benefit the amount of any payment made under this Policy.
- 2) If You were covered by any other insurance for repayment of Your Excess, We will pay Our proportionate share of Your Excess.
- 3) 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.
- 4) We can cancel this Policy by giving You at least 7 days notice by recorded delivery letter to Your last known address.
- 5) 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.
- 6) 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:
 - a. The maximum amount which We will pay in respect of any claim will be the value of Your Excess or £500, whichever is the less; and
 - b. You have paid the appropriate premium for that level of cover.
- 7) 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.
- 8) 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.

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£ 300 Excess Protect 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, 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.

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Telephone: **0333 241 9576**

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Exchange Tower
London
E14 9SR

Telephone: **0800 023 4567**

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Website: **www.financial-ombudsman.org.uk**

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a) the value of Your Excess; or b) 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

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- 4 Any Excess in respect of theft or attempted theft of personal effects.
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- 6 Any Excess in respect of a Policyholder named as a company only and not including the individual person(s) authorised by the company to drive the motor vehicle.
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- 8 Any claim arising from riot or civil commotion occurring outside Great Britain, the Isle of Man or the Channel Islands.
- 9 Any claim arising from radiation, radioactivity, explosion, poisoning, pollution, earthquake, flood or hail.
- 10 Any claim arising from sonic boom or other aerial noise or pressure.
- 11 Any liability You accept by agreement or contract without Our prior agreement in writing.
- 12 Any loss destruction or damage that occurs whilst Your motor vehicle is being used and or driven on any racetrack, circuit or other prepared course.
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- 2 If You were covered by any other insurance for repayment of Your Excess, We will pay Our proportionate share of Your Excess.
- 3 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.
- 4 We can cancel this Policy by giving You at least 7 days notice by recorded delivery letter to Your last known address.
- 5 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.
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 - a. 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
 - b. You have paid the appropriate premium for that level of cover.
- 7 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.
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