

Motor policy wording

Specialist



Useful Contact Details

DUAL aurum claims

From within the UK: 0333 043 3801

From outside the UK: +44 1925 422 797

For aurum general enquires please contact your intermediary.

Thank you for choosing aurum.

We have given a great deal of thought to ensure we provide the cover and service our intermediaries would expect for their most important clients.

If you do need to make a claim please rest assured that we will deal with it promptly, without fuss and in a manner you would expect from someone you have chosen to protect your possessions.

If throughout the policy period you have any suggestions as to how we may improve any aspect of our cover or service, please let me know.

I wish you a year of safe and pleasurable motoring.

A handwritten signature in white ink, appearing to read 'Ashley Cole', with a stylized flourish underneath.

Ashley Cole
Managing Director

DUAL Corporate Risks
One Creechurch Place
London
EC3A 5AF

Policy Contents

01	Complaints Procedure	06
02	The Meanings of Words in this Policy	08
03	General Terms and Conditions that Apply to this Policy	10
04	How to Make a Claim	14
05	General Exclusions	15
06	Physical Damage Cover	17
07	Additional Covers	18
08	Liability	21
09	Motor Legal Expenses Cover	22
10	European Motor Breakdown Assistance	27

01 Complaints Procedure

We are proud of the service that **we** provide and of **our** careful selection of intermediaries that **we** entrust to service this **policy**. Occasionally, things may go wrong and if this happens **we** have a procedure in place to fully investigate **your** complaint and, where appropriate, to make changes to prevent a recurrence.

If **you** are unhappy with any element of the cover **we** provide or any aspect of **our** service or have cause for complaint, please, in the first instance, contact the insurance intermediary that arranged the **policy** for **you**.

If **you** wish to make a complaint **you** can do so at any time by referring the matter to:

- a. If **you** wish to make a complaint in relation to Sections 6, 7 or 8 **you** can do so at any time by referring the matter to:

Complaints Manager
XL Catlin Insurance Company UK Limited
20 Gracechurch Street
London
EC3V 0BG
e axaxlukcomplaints@axaxl.com
t +44 (0) 20 7743 8487

- b. If **you** wish to make a complaint in relation to Section 9 **you** can do so at any time by referring the matter to:

The Managing Director,
LawShield UK Ltd,
1210 Centre Park Square
Lakeside Drive,
Centre Park,
Warrington
WA1 1RU
t 0800 731 3942
f 01925 428 357
e customerrelations@lawshield-uk.com

- c. If **your** complaint is about Section 10, European Motor Breakdown Assistance then please contact the service provider using the number **you** rang to report **your** claim. The staff handling **your** claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to **our** Customer Relations Department where **we** will arrange to have it reviewed at the appropriate level. **We** will also contact **you** to let **you** know that **we** are reviewing **your** complaint.

Alternatively, **you** can contact **our** Customer Relations Department directly; **we** can be reached in the following ways:

By phone: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays).

For **our** mutual protection and training purposes, calls will be recorded).

By email: customerrelations@arag.co.uk

ARAG plc
9 Whiteladies Road
Clifton
Bristol, BS8 1NN

If **you** remain dissatisfied or **you** have not received a final decision within eight (8) weeks, **you** can refer **your** complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
e complaint.info@financial-ombudsman.org.uk

From within the **United Kingdom**

t 0800 0234 567

calls to this number are free on mobiles and landlines

0300 1239 123

calls to this number costs no more than calls to 01 and 02 numbers

From outside the **United Kingdom**

t +44(0)20 7964 0500

f +44(0)20 7964 1001

Text Number: 07860 027 586 (Call Back Service)

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this **policy**. If **you** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this **policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

02 The Meaning of Words in this Policy

Words with special meanings are defined here or in the part of the **policy** where they are used. Defined terms will be black and bold when used. Words using the singular should, where the circumstances require, be read in the plural.

The words below will have the following meanings where shown in black and bold throughout the **policy** unless a more specific special definition applies under a specific section:

Act of terrorism means an act, including using or threatening to use force or violence, which is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

Amendment to cover notice means any notification of cover change issued to **you**.

Agreed value means the amount **your vehicle** is insured for and the amount **we** will pay if **your vehicle** is stolen and not recovered or totally destroyed. The **agreed value** is agreed by **you** and **us** as shown in the **schedule**. The amount should include the value at the inception date of the **policy**, all manufacturer fitted extras and modifications and any non-manufacturer extras or modifications approved by **us**.

ARAG plc means **ARAG plc**, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN. Registered in England, number 0258818.

Call Assist means **Call Assist** Limited, Axis Court, North Station Road, Colchester, Essex, CO1 1UX. Registered in England and Wales, number 3668383.

Certificate means the document issued for each **vehicle you** insure with **us**. This is **your** evidence of motor insurance. **Your certificate** should be read together with the **policy**.

Driver restrictions means cover stated in this **policy** is only applicable to **you** and each **named insured person**.

DUAL or **DUAL Corporate Risks** in England and Wales No. 4160680. Registered office: One Creechurch Place, London, EC3A 5AF.

Endorsement means any change to the terms of the **policy** agreed in writing.

European Union means Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.

Excess means the amount for which **you** are responsible as the first part of each agreed claim as shown in the **schedule**.

Green Card is an International Motor Insurance Certificate ('IMIC') issued by **us**, guaranteeing that the **insured person(s)** has the necessary minimum motor insurance cover for driving in the country being travelled to or through.

HDI Global Specialty SE means **ARAG plc** is authorised to administer this insurance on behalf of the insurer **HDI Global Specialty SE** (commercial register number: HRB 211924), (FRN: 659331).

Household member means any member of **your** household who permanently resides with **you** including **your** domestic employees, children studying away from home and any person living in the grounds of **your** residence.

Identity fraud means someone, or a group of people, knowingly using a means of identification belonging to **you** or a **named insured person** without **your** or a **named insured person's** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act, whether resulting from a theft from an **insured vehicle** or another covered loss under the **policy** during the **period of insurance**.

An act, or a series of acts, against **you** by one person or group of people is considered to be one **identity fraud**.

Insured person means any person permitted by **you** to drive, is legally entitled to drive and is entitled to drive in accordance with the **policy driver restrictions**.

Insured vehicle means any **vehicle**, or any private vehicle, including a courtesy vehicle, when used by **you** or a **named insured person** with the owner's permission. This does not include other vehicles owned by **you** or a **named insured person**, vehicles available for the regular use of **you** or a **named insured person**, or vehicles hired by any person other than **you** or a **named insured person**.

Lawshield means **Lawshield** UK Ltd, 1210 Centre Park Square, Centre Park, Warrington, WA1 1RU.

Loss of limb means:

- a. in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; and
- b. in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire hand or arm.

Loss of sight means total and irrevocable **loss of sight** in one or both eyes.

Market value means the cost to replace a **vehicle** with one of similar make, model and condition. **We** decide this amount.

Named insured person means any **insured person** whose name is stated on the **certificate**.

No claims discount means the document provided by **your** previous insurer confirming the number of years **you** or a **named insured person** has been driving the **vehicle** without making a claim. **We** will price **your** insurance based on **your** driving record and will not always ask for sight of this document. Should **your policy** be cancelled or lapsed, **we** will confirm the number of years **you** have been incident free whilst insured with **us**. **We** will only add these years to **your** previous **no claims discount** document if **we** have sight of the document from **your** last insurer.

Non household member means any person that does not permanently reside with **you** over the age of 30.

Occurrence means any one covered loss or accident which first occurs within the **policy** period and this **policy** applies.

Period of insurance means the **period of insurance** shown in **your** most recent **schedule**.

Personal effects means personal property owned by **you**.

Policy means this **policy** wording including the **schedule**, any **endorsements**, any **amendment to cover notice** and the **certificate**.

Rental vehicle means a vehicle that can be hired for a short period of time.

Schedule means the most recent document **we** sent to **you** showing **your** name, **your** address and **your** insurance details.

Territorial limits means the **United Kingdom, European Union**, as well as the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus) or in transit by rail, sea, land (not under the **vehicle's** own power) or air between any countries listed in this definition.

Total loss means a **vehicle** is deemed beyond economical repair following a covered incident. A **vehicle** is considered a **total loss** when the salvage value plus the repair cost is equal to or greater than the amount of cover of the **vehicle**. The value of any salvage will be determined by **us** and any salvage will be disposed of in accordance with the ABI Code of Practice for the Disposal of Motor Vehicle Salvage. This decision will be made by **us**.

Under the influence means:

- a. having a blood alcohol level exceeding the prescribed limit as decreed by the **United Kingdom**, Channel Islands and the Isle of Man Road Traffic Act (or similar legislation of any other applicable country within the **territorial limits**) and/or;
- b. being **under the influence** of any illegal substance.

United Kingdom means England, Wales, Scotland and Northern Ireland.

Vehicle means a **vehicle** listed in the **schedule** for which a **certificate** has been issued bearing the registration number or chassis number of that **vehicle**. The **vehicle** must be under a hire purchase agreement, be leased to or belong to **you**, a **household member** or a direct family relation. A **rental vehicle** will not be covered unless agreed by **us**.

We, us and **our** means:

- a. under Sections 6, 7 and 8 **XL Catlin Insurance Company UK Limited** – 100%
- b. under Section 9, **Lawshield** – 100% and
- c. under Section 10, **ARAG plc** – 100%.

XL Catlin Insurance Company UK Limited means **XL Catlin Insurance Company UK Limited**. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308). Registered Office 20 Gracechurch Street, London, EC3V 0BG. Registered in England - Company Number 5328622 An AXA XL Company.

You and **Your** means the person named in the **schedule** as the policyholder and a spouse or partner that permanently resides with them.

03 General Terms and Conditions that Apply to this Policy

DUAL Corporate Risks issues this **policy** which is provided by **XL Catlin Insurance Company UK Limited** except for Section 9, Legal Expenses Insurance where cover is arranged by **LawShield** with AmTrust Europe Limited and Section 10, European Motor Breakdown Assistance, where cover is underwritten by **HDI Global Specialty SE**, provided by **ARAG plc** and serviced by **Call Assist**.

This **policy**, **your schedule** and **your certificate** sets out the contract between **you** and **us**. They should be read as one document. **You** agree to pay the premium shown in the **schedule** and comply with **your** responsibilities described in this **policy**. Cover for each section is only operative where indicated on **your policy schedule**.

Various provisions in this **policy** restrict or exclude cover. Read the entire **policy** carefully to determine **your** rights and duties, and what is and is not covered.

Information You Have Given Us

In deciding to accept this **policy** and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete. If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- a. treat this **policy** as if it never existed;
- b. decline all claims; and
- c. retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- i. treat this **policy** as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- ii. treat this **policy** as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- iii. reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify **you** in writing if i., ii. and/or iii. apply.

In accordance with the Cancellation and Cooling-Off Period Provisions, if there is no outstanding claim and ii. and/or iii. apply, **we** will have the right to:

1. give **you** notice that **we** are terminating this **policy**; or
2. give **you** notice that **we** will treat this **policy** and any future claim in accordance with ii. and/or iii., in which case **you** may then give **us** notice that **you** are terminating this **policy**.

Changes that You Must Tell Us About

If there is any change in **your** circumstances or if the information **you** have provided is no longer true, valid or up to date, **you** must tell the intermediary who arranged the **policy** for **you** as soon as is reasonably possible as this may affect **your policy** and **your** ability to claim under it. **You** must tell **us** immediately and confirm:

- if **you sell** a vehicle;
- if **you** purchase a new vehicle that **you** want to insure with **us**;
- if **you** want to add a new **household member** or **insured person** to the **policy**;
- of all accidents, claims or losses including fire, theft, vandalism and malicious damage in the last 3 years, involving **you** or an **insured person**, to any vehicle whether insured by **us** or not;
- of all motoring convictions in the last 5 years (or 3 years for fixed penalty offences). If a motoring offence resulted in a custodial sentence, then **you** must tell **us** about all unspent convictions under the Rehabilitation of Offenders Act 1974;
- if **you** or an **insured person** have been convicted of, or received a police caution for, or charged with but not yet tried for, any non-motoring related offence other than those spent under the Rehabilitation of Offenders Act 1974;
- if **you** have had an insurer invoke cancellation, refuse to renew or agree to accept cover but only with special terms;
- if **you** have been declared bankrupt, had bankruptcy procedures taken against **you**, received a County Court judgment or entered into an arrangement with creditors;
- if **you** have not given **us** a true representation of **your** driving experience;
- if there is any modification to **your vehicle** from the manufacturer's standard specification (manufacturer options are classed as standard specification);
- if **you** have not provided **us** with true and accurate information for all persons who are named on the **policy**. This includes: dates of birth, type of licence, period licence held, period of residency in the **United Kingdom**, Channel Islands and the Isle of Man;
- if the windscreen to any **vehicle** shows any sign of damage before the **policy** inception, or before the **vehicle** was added to the **policy** mid-term;

- if any **vehicle** is used for hire & reward;
- if any **vehicle** is not used for the use as defined on the **certificate**;
- if **you** are buying and selling cars for profit or trade;
- of all types of employment that **you** receive income from or are named as a Director.

If **you** are in any doubt please contact **your** intermediary without delay.

Upon receipt of **your** notification of any change in circumstance, **we** may amend the terms of this **policy** and or charge an additional premium.

No change or modification of this **policy** shall be effective except when made by written **endorsement** signed by **us**.

Concealment or Fraud

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **we**:

- will not be liable to pay the claim; and
- may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under c. above:

- we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the **occurrence** of a loss, the making of a claim, or the notification of a potential claim); and
- we** need not return any of the premium paid.

Claims Database

Under the conditions of **your policy** **you** must tell **DUAL** about any insurance related incidents whether or not they give rise to a claim. When **you** tell **DUAL** about an incident **DUAL** may pass information relating to it to a database. **DUAL** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at renewal to validate **your** claims history or that of any other **named insured person**.

Maintenance

You must ensure an **insured vehicle** is kept in a road worthy condition and take reasonable steps to protect any **insured vehicle** from loss or damage. If the condition of the **insured vehicle** or illegal tyres are

considered to have contributed or caused the loss or damage, no cover will be provided under the **policy**. If the **insured vehicle** requires an M.O.T and is the subject of a **total loss** claim, **we** will settle the claim based on the **market value** in the absence of such a document.

Law

Unless some other law is agreed in writing between **you** and **us**, this **policy** will be governed by English law and practice and to the exclusive jurisdiction of the courts of England and Wales.

Construction, Severability and Conformance to Statute

- If any provision contained in this **policy** is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this **policy**.
- If any provision contained in this **policy** is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
- Any provisions of this **policy** which are in conflict with the statutes or regulations of the state or country wherein this **policy** is issued are hereby amended to conform to such statutes or regulations.
- In this **policy**, any reference to an Act or Order is, unless the contrary intention applies, a reference to that enactment as amended, extended or applied to any other enactment.

Rights of Third Parties

This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

Several Liability Clause

The liability of an insurer under this **policy** is several and not joint with other insurers party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this **policy**.

The proportion of liability under this **policy** underwritten by an insurer is shown in this **policy**.

Although reference is made at various points in this clause to "this **policy**" in the singular, where the circumstances so require this should be read as a reference to **policies** in the plural.

Cooling Off Period

You can cancel this **policy** by notifying **us** through **DUAL** within fourteen (14) days of either:

- a. the date **you** receive this **policy**; or
- b. the start of **your period of insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **you** have made a claim in which case the full annual premium is due.

Your Cancellation

You may cancel this **policy** at any time by notifying **us**.

Cancellation cannot be backdated and will take effect from the date **we** receive notification from **you** or **your** intermediary. The portion of **your** premium assigned to the Motor Legal Expenses Cover will not be refunded. If **you** have not made a claim during the **period of insurance**, **we** will refund the proportion of any remaining premium **you** have paid calculated on a proportional daily basis depending on how long the **policy** has been in force. If **you** have made a claim during the **policy** period no refund will be paid.

Our Cancellation

We can cancel this **policy**, if there is a valid reason to do so, including for example:

- a. any failure by **you** to pay the premium; or
- b. a change in risk which means **we** can no longer provide **you** with insurance cover; or
- c. non-cooperation or failure to supply any information or documentation **we** request, such as details of a claim;

by giving **you** fourteen (14) days' notice in writing. If **you** have not made a claim during the **period of insurance**, **we** will refund the proportion of any remaining premium **you** have paid calculated on a proportional daily basis depending on how long the **policy** has been in force. If **you** have made a claim during the **period of insurance** no refund will be paid.

Payment of Premium

Your premium must have been paid for in full before **we** make any payment under this **policy**. Following a **total loss** **we** will deduct any outstanding premium for the **period of insurance** from any payment payable to **you**.

Auto-Renewal

We will invite **your policy** for renewal at the end of the **period of insurance** unless **you** inform **us** or **we** inform **you** to the contrary. While there is no obligation to renew with **us**, if **you** do not wish to renew **your policy**, **you** must advise **your** intermediary before the expiry of the **period of insurance** to avoid any premium becoming due to **us**.

Other Insurance

If a loss covered by this **policy** is also covered by other insurance, **our** cover will be secondary to any other insurance in force.

If **you** are a named driver on a policy that is insuring a vehicle **you** have borrowed, **our** cover will not apply.

Losses Not Covered by this Policy

If, by law, **we** must make a payment that is not covered by the **policy**, **we** have the right to recover the payments from **you**.

Transfer of Rights

If **we** make a payment under this **policy**, **we** will assume any recovery rights **you**, or any **insured person** has in connection with the loss, to the extent of any payment **we** have made under this insurance **policy**. **You** or an **insured person** must provide **us** with all the information and assistance possible for **us** to achieve a settlement and must do nothing after a loss to prejudice such rights.

Return Premiums and Additional Premiums

If **you** make any amendments to **your policy** and the resulting pro-rata additional or return premium is less than £50 **we** will not apply this amount and the return or additional premium due shall be nil.

Fraud Prevention and Detection

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

- a. share information about **you** with other organisations and public bodies including the police;
- b. check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
 1. help make decisions about the provision and administration of insurance, credit and related services for **you** and **insured persons**.
 2. trace debtors or beneficiaries, recover debt, prevent fraud;
 3. check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- c. undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

Motor Insurance Database

Your insurance cover details will be added to the Motor Insurance Database, run by the Motor Insurers' Information Centre (MIIC). This has been set up to help identify uninsured drivers, and may be searched by the police to help confirm who is insured to drive. If there is an accident, the Database may be used by insurers, MIIC and the Motor Insurers' Bureau to identify relevant **policy** information. **You** can ask **us** for more information about this, or at www.miic.org.uk. **You** should show this notice to anyone insured to drive a **vehicle** covered under this **policy**.

Sanctions

We shall not provide any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Fair Processing Notice - applicable to XL Catlin Insurance Company UK Limited only

This Privacy Notice describes how **we** collect and use the personal information of insured's claimants and other parties (for the purpose of this notice "**you**") when **we** are providing **our** insurance and reinsurance services.

The information provided to **us**, together with medical and any other information obtained from **you** or from other parties about **you** in connection with this **policy**, will be used by **us** for the purposes of determining **your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required by law to collect certain personal information about **you**, or as a consequence of any contractual relationship **we** have with **you**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by **us** for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **your** personal information. Because **we** operate as part of a global business, **we** may transfer **your** personal information outside of the European Economic Area for these purposes.

You have certain rights regarding **your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of **your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **you** have questions or concerns regarding the way in which **your** personal information has been used, please contact: compliance@axaxl.com.

We are committed to working with **you** to obtain a fair resolution of any complaint or concern about privacy. If, however, **you** believe that **we** have not been able to assist with **your** complaint or concern, **you** have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how **we** process **your** personal information, please see **our** full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

04 How to make a Claim

We want **your** claim to be settled swiftly and in full so that **you** may put the event leading to a claim behind **you** as soon as possible.

To make a claim for glass, European Motor Breakdown Assistance, Legal Expenses, Liability or Physical Damage, call **our** 24 hour, 7 days a week helpline:

From within the UK: 0333 043 3801

From outside the UK: +44 1925 422 797

Your policy details the terms, conditions and level of cover that applies. In the event of an incident that may give rise to a claim **you** must:

1. not admit liability;
2. report the incident to the police if **you** suspect that a crime has been committed and obtain a crime reference number;
3. take all reasonable measures to prevent or reduce the likelihood of further loss or damage;
4. provide **us**, via **your** insurance intermediary, with the information that **we** or they require.

If **you** are being held responsible for injury or damage **you** must send to **us** or **your** insurance intermediary all correspondence **you** receive as soon as practicably possible. **You** or an **insured person** must not admit liability or make any promise of payment without **our** consent, otherwise **we** may not have to pay the claim.

If **your** claim is valid **we** will:

- arrange for the repatriation of **you** or the **insured person** and **your** or the **insured persons** passengers;
- where necessary recover the **insured vehicle** to a repairer of **your** choice or if **you** prefer to a repairer approved by **us**;
- arrange for a courtesy car following a covered loss; if **you** are not at fault and the third party are insured;
- inspect, approve and authorise any repairs to the **insured vehicle**;
- clean the **insured vehicle** on completion of any repairs;
- where appropriate return the **insured vehicle** to **you**;
- collect any courtesy car from **you**;
- guarantee the repairs to the **insured vehicle** if carried out by an approved repairer for a period of 3 years.

Calls may be monitored or recorded.

Motor Legal Expenses

Legal Expenses Services are provided by **Lawshield**.

Lawshield will aim to recover **your** uninsured losses, which may include the cost of repairing or replacing **your vehicle, your excess**, injury compensation and other out-of-pocket expenses.

European Motor Breakdown Assistance

European Motor Breakdown Assistance is underwritten by **HDI Global Specialty SE**, provided by **ARAG plc** and serviced by **Call Assist**.

What to do if **you** breakdown.

1. Please have the following information ready as it will be needed to check **your policy** cover:
 - **your insured vehicle** registration
 - the precise location of **your insured vehicle** (or as accurate as **you** are able in the circumstances)
 - **your** return telephone number.
2. **Our** operator will take **your** details and make the necessary arrangements to assist **you**. **Your** mobile phone must therefore be switched on and available to take calls at all times. To help **our** operator to provide a quality service, **your** calls will be recorded.
3. Stay safe but remain with or near to **your insured vehicle** until the recovery operator arrives. Once the recovery operator arrives at the scene please be guided by their safety advice.
4. If **you** breakdown on a UK motorway and have no means of contacting **us** or are unaware of **your** location, **you** should use the nearest SOS box and advise the police of **our** telephone number; they will contact **us** to arrange assistance. If the police are present at the scene please advise them that **you** have contacted **us** or give them **our** telephone number to make contact on **your** behalf.
5. If **you** breakdown outside of the UK on a motorway or major public road, the local highway authority may require **you** to use a local private towing service. **You** will need to use the SOS phones to call for assistance. The private towing service will tow the **insured vehicle** to a place of safety and **you** will be required to pay for the service immediately. **You** can then contact **us** for further recovery and assistance. Please retain **your** receipts. If **you** change **your vehicle, you** must notify **your** intermediary. Please include the existing registration, the new registration, make, model and colour of **your new vehicle** and the date **you** wish to make the change. If **you** do not notify the new **vehicle** details **our** operator may be unable to supply **you** with a service.

05 General Exclusions

The following exclusions apply to the whole of the **policy**. Any additional exclusions are shown in the sections to which they apply and/or on **your schedule**.

This insurance does not cover the following:

1. Any loss, damage or liability arising out of a deliberate act by **you** or an **insured person** or by anyone acting on **your** behalf.
2. Any loss, damage or liability arising directly or indirectly from biological or chemical contamination.
3. Any loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
4. Any loss, damage or liability caused directly or indirectly by war, acts of foreign enemies, hostilities (whether war is declared or not), invasion, civil war, rebellion, revolution, insurrection or military or usurped power or the destruction or seizure of any **insured vehicle** for a military purpose.
5. Any loss, damage or liability caused by the confiscation, destruction or seizure of property by any military, government or public authority.
6. Any loss, damage or liability arising from:
 - a. airport service vehicles;
 - b. **vehicles** being used on those parts of airport premises to which the public do not have free vehicular access.
7. Any diminution in value of any **insured vehicle** following a loss.
8. Any loss, damage or liability arising from participation in or instruction or preparation for any racing, rallies, trials, pace-making or speed testing in any prearranged or organised event (including but not by way of limitation the Gumball Rally or Cannonball Run) or any on track use (including but not by way of limitation, the Nürburgring).
9. Any person who uses an **insured vehicle** without the owner's permission.
10. Any loss, damage or liability arising from the use of any **insured vehicle** for carriage of own goods, hire and reward, courier and haulage.
11. Any loss, damage or liability arising from the operation of any **insured vehicle** that has been hired, leased or loaned by **you** or any **insured person** for a fee to any other person. This exclusion does not apply to any courtesy vehicle provided to **you** whilst **your vehicle** is being repaired or whilst a claim is being settled or to any self drive hire vehicle covered under this **policy** as a temporary **insured vehicle**.
12. Any death or injury of any employee arising out of his or her employment by **you** or an **insured person** if cover for such person is provided under an employer's liability insurance policy that complies with current **United Kingdom**, Channel Islands and the Isle of Man compulsory employer's liability legislation, or any similar legislation of any other applicable country within the **territorial limits**.
13. Any vehicle with less than four wheels unless agreed with **us** and noted in the **schedule**.
14. Any loss or damage caused to an **insured vehicle** by wear and tear, mechanical or electrical breakdown or any damage caused by a computer error or malfunction or an error in computer programming.
15. In respect to Third Party Liability Cover, any loss, damage or liability resulting from or in connection with any **act of terrorism** except in so far as necessary to comply with the **United Kingdom**, Channel Islands and the Isle of Man Road Traffic Act.
16. Any claim where **you** or an **insured person** would be entitled to be paid under any other insurance if this **policy** did not exist, except for any amounts in excess of the amount that would be covered under the other insurance.
17. Any bus, coach or vehicle with 10 or more seats including that of the driver.
18. Any waterborne vessel, aircraft, hovercraft or other vehicle not designed to run on land unless amphibious which is licenced to go on highways (but not including any waterborne exposure).

19. Any loss involving the ownership, operation, maintenance or use of any vehicle the principal use of which is:
 - a. the transportation of high explosives such as nitroglycerine, dynamite or any other similar explosive;
 - b. the bulk transportation of liquid petroleum or gasoline;
 - c. the transportation of gas in liquid, compressed or gaseous form.

20. Any claim under Section 6, Physical Damage Cover and Section 7, Additional Covers if at the time of the loss or damage **you** or an **insured person** was **under the influence**.

21. Any loss, damage or liability arising out of any **insured vehicle** being impounded, seized or taken custody of because of an infringement of a **United Kingdom** Channel Islands or the Isle of Man law at the time of inception of cover.

22. Any loss, damage or liability arising at a time when **you** are using the **insured vehicle** unlawfully and/or whilst in contravention of any applicable law/regulation.

06 Physical Damage Cover

Physical Damage cover only applies to **your policy** if shown in **your policy schedule**. Please check to ensure this cover has not been deleted by an **amendment of cover notice** or an **endorsement** detailed on **your schedule**.

What is covered

Under this section, **we** will cover loss or physical damage to a **vehicle** occurring during the **period of insurance** anywhere within the **territorial limits**.

What is not covered

- The **excess** applied to the **vehicle** which is the subject of the loss. Please check for any specific driver **excess** amounts detailed on **your schedule**.
- Loss of use of the **vehicle**.

How we will pay your claim

Amount of cover

Your vehicle(s) are insured for the amount shown in **your policy schedule** however, **you** agree that **we** may change this amount when the **policy** is renewed to reflect current costs and values.

Each **vehicle** listed in **your schedule** is insured for an **agreed value**, unless stated otherwise on **your schedule**.

Payment basis

Total loss

If a **vehicle** is declared a **total loss we** will pay **you** the **agreed value** unless **market value** applies. If there is already damage to the **vehicle** from a previous incident, **you** agree **we** may reduce **our** payment by the amount it would cost to repair the previous damage.

A **vehicle** is considered stolen when it is stolen and not recovered within 30 days of its theft.

When **we** pay for a **total loss**, the salvage becomes **our** property.

If a stolen **vehicle** is recovered **we** will pay for any covered damage following the theft.

When **we** pay for a **total loss we** will deduct from the amount of cover any amount required to be paid to discharge any outstanding finance agreement associated with the **vehicle**.

Partial loss

If a **vehicle** is partially damaged, **we** will pay the amount required to repair or replace, whichever is the least, the damaged part without deduction for depreciation, up to the amount of cover for each **occurrence**. Subject to availability **we**, will replace the damaged part with the original manufacturers part.

We use a panel of expert repairers however, **you** may wish to use **your** own repairer of choice.

We must approve and authorise all repairs before any work commences otherwise **we** may not pay **your** entire claim.

07 Additional Covers

These covers are provided if Section 6, Physical Damage Cover applies to **your policy** and are in addition to the limits shown on **your schedule** unless stated otherwise. The **excess** applicable to the **insured vehicle** applies to these covers unless stated otherwise. Exclusions are described in Section 5.

Audio and Electrical Equipment

In the event of a covered loss **we** will also cover the following for loss or damage if the cost of replacement is included in the **agreed value**. If it is not included in the **agreed value** there will be no cover for such equipment.

- a. The following equipment if permanently installed in or removable from a housing unit within the **vehicle** and designed to be operated only by the power of the **vehicle**:
 - radios, tape players, CD players & DVD players;
 - televisions;
 - global positioning systems or similar equipment including their accessories and antennas.
- b. Telephones if permanently installed in the **vehicle** and designed to be operated only by the power of the **vehicle**, including their accessories and antennas.

Your excess does not apply to this additional cover.

Glass Cover

We provide window and sunroof glass replacement in the event of a covered loss to any listed **vehicle**.

A £100 **excess** applies to this additional cover. However, if the glass is repaired, the **excess** does not apply. A courtesy vehicle is not provided following a claim under this section of **your policy**.

Lock Replacement

In the event of damage to locks on a **vehicle** or in the case of the theft or loss of keys, ignition card or lock transmitter of any **vehicle**, **we** will pay for the necessary replacement cost of:

- a. all external locks of the **vehicle**;
- b. the ignition/steering lock if this is operated by the same key; and
- c. the lock transmitter and/or central locking interface.

A courtesy vehicle is not provided following a claim under this section of **your policy**.

Your excess does not apply to this additional cover.

Personal Effects

We will pay for **your personal effects** in an **insured vehicle** that are lost or damaged due to an accident or to fire, theft or attempted theft during the **period of insurance** up to a total amount of £1,000.

Your excess does not apply to this additional cover.

Psychiatric Cover

If as a direct result of a covered loss **you** are injured and unable to drive, **we** will pay up to £5,000 for psychiatric services as recommended by a qualified mental health professional when incurred within 1 year of the date of the covered loss. If **your policy** is cancelled **our** payments will cease the date **your policy** is cancelled.

We do not provide this additional cover if at the time of the covered loss **you** or an **insured person** is **under the influence**.

Courtesy Vehicle

If a **vehicle** cannot be used because of a covered loss that in **our** opinion is not **your** fault and the third party are insured **we** will provide **you** or a **named insured person** with a courtesy vehicle for the period of time that the **vehicle** is being repaired or until the **total loss** claim is settled.

Provision of the courtesy vehicle will be subject to the terms and conditions of **our** approved replacement vehicle supplier and will be considered an **insured vehicle** for the time it is in **your** or a **named insured persons** possession.

You need to notify **us** if **you** or a **named insured person** are to take possession of a courtesy vehicle to ensure the required level of cover is provided.

Emergency Transportation and Accommodation

If following a covered loss more than 50 miles from **your** or a **named insured person's** closest residence and **you** or a **named insured person** incur emergency transportation costs, **we** will pay such costs up to a maximum of £500.

In addition, **we** will pay up to a maximum of £1,000 for accommodation and meals.

Your excess does not apply to this additional cover.

Medical Expenses

We will pay up to £500 each for necessary medical expenses for **you** or a **named insured person**, incurred as a result of an accident during the **period of insurance**. Such medical expenses must arise out of injury to **you** or a **named insured person** while he or she is occupying a **vehicle**. This additional cover also applies if **you** or a **named insured person** is struck by another motor vehicle or trailer.

The most **we** will pay for one **occurrence** is £2,000.

Your **excess** does not apply to this additional cover.

Emergency Treatment

We will reimburse **you** or a **named insured person** using an **insured vehicle** for payment made under the **United Kingdom**, Channel Islands and the Isle of Man Road Traffic Act for emergency treatment incurred as a result of an accident during the **period of insurance**. Your **excess** does not apply to this additional cover.

Inability to Drive Following Injury

If **you** are unable to drive as a result of injury following an accident during the **period of insurance** which results in an insured claim under this **policy**, **we** will contribute towards alternative transportation costs, up to a maximum of £3,000 and for a maximum period of 12 months.

Your inability to drive must be confirmed in writing to **us** by **your** General Practitioner every 90 days from the date of the **occurrence** for this benefit to continue. **We** will not provide this cover if at the time the covered loss occurred **you** were **under the influence**. Your **excess** does not apply to this additional cover.

Inability to Drive due to Ill Health

If **you** have **your** driving licence revoked by the DVLA during the **period of insurance** as a result of being incapacitated due to ill-health, **we** will contribute towards **your** alternative transportation costs, up to a maximum of £3,000 and for a maximum period of 12 months.

Foreign Use

We will cover **you** or a **named insured person** whilst driving a **vehicle** for trips to countries within the **territorial limits** commencing during the **period of insurance**. **We** must be notified if any trip is to exceed 30 days.

The **Green Card** will provide evidence that the compulsory insurance laws within the **territorial limits** are met with.

Child Car Seats

If **you** or a **named insured person** has a child car seat in a **vehicle** and the **vehicle** is involved in an accident during the **period of insurance** involving impact damage, **we** will replace the child car seat with a new one of equivalent quality even if the child car seat itself is not damaged.

Your **excess** does not apply to this additional cover.

Personal Registration Plate Cover

If **your** or a **named insured person's vehicle** has a personalised registration number and the **vehicle** is stolen during the **period of insurance** and not recovered, **we** will pay up to £5,000 for the loss of use of the personal registration plate. When **we** pay for this loss, the personal registration plate and its use becomes **our** property.

You may repurchase the personal registration plate from **us** when the DVLA re-issue the plate for no more than the settlement amount. Your **excess** does not apply to this additional cover.

Trailers

We will pay up to £2,000 during the **period of insurance** for theft or physical damage to a trailer or non-motorised Horsebox, which **you** own or are legally responsible for.

No **excess** applies to this cover.

Identity Theft

We will cover **you** for the following expenses incurred as a direct result of an **identity fraud** involving a **vehicle**:

- solicitor's fees to defend a claim against **you** by financial institutions, to remove incorrect judgments, to challenge a consumer credit rating or to witness **your** signature;
- the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;
- fees charged when **you** re-apply for a loan that was originally rejected;
- **your** lost earnings because of time off work to talk to the police, financial institutions or credit agencies.

We do not cover **identity fraud** connected with **your** business, **your** profession or **your** occupation.

The most **we** will pay is £12,500 during the **policy** period.

Disablement

If **you** are registered disabled as a result of a covered loss to a **vehicle** **we** will pay up to £10,000 towards the cost of any necessary relevant modifications to **your vehicle**.

Carjacking and Road Rage

We will pay for the reasonable costs, as agreed by **us**, shown below which are incurred by **you** whilst driving a **vehicle** as a result of any one road rage or carjacking **occurrence** within the **territorial limits**:

- a. up to £5,000 per person in respect of medical expenses incurred due to injuries sustained in a carjacking **occurrence** within 6 months of the carjacking **occurrence**;
- b. up to £5,000 per person in respect of psychiatric services as prescribed by a physician psychologist or other mental health professional as a result of a carjacking **occurrence** incurred within 6 months of the carjacking **occurrence**;
- c. up to £5,000 per person in respect of loss of income.

The maximum **we** will pay during the **policy period** for all carjacking and road rage expenses is £20,000. **Your excess** does not apply to this additional cover.

No Claims Discount Protection

This cover may apply to one or more of **your vehicles** if the additional premium for **no claims discount** protection has been paid and the cover is shown in **your schedule**. For a **vehicle** to be eligible for protected **no claims discount** it must already be subject to a maximum **no claims discount**. If a **vehicle** has **no claims discount** protection **we** will only reduce **your no claims discount** following a claim under **your policy** if **you** have more than 1 blame loss which in **our** opinion **you** are responsible for in a three year period. This additional cover is not a guarantee against a premium increase or decrease at renewal.

Personal Accident Cover

We will pay **you**, or the applicable estate, £30,000 for bodily injury in the event that an accident during the **period of insurance** involving an **insured vehicle** is the sole cause of:

- death;
- **loss of limb**;
- **loss of sight** in one or both eyes; or,
- a career ending injury if **you** are a professional sports person.

For the purpose of this cover a career ending injury means irrecoverable disablement which permanently and totally incapacitates **you** for a continuous period of 12 months, and **you** are medically determined to have no likely hope of improvement sufficient to participate in their sport ever again.

We do not provide this additional cover if the accident is caused directly or indirectly whilst **you** are **under the influence**. **Your excess** does not apply to this additional cover.

Driving Other Cars

You will be covered under Sections 8, 9 and 10 of this **policy** whilst driving another vehicle. This additional cover only applies if the vehicle concerned:

- is not owned by **you** or a **named insured person**;
- is not available for the regular use of **you** or a **named insured person**;
- is registered with the DVLA, DVS or Isle of Man Government and is being driven in the **United Kingdom**, Channel Islands or the Isle of Man;
- is not being hired by any person other than **you**; and
- is not listed in **your schedule**.
- has active insurance in place in the name of the registered owner or the keeper of the vehicle.

You will be covered under Section 6, 8, 9 and 10 of this **policy** if a courtesy car is provided and notified to **us** in the event of:

- a covered loss to a **vehicle** that in **our** opinion is not **your** fault and the third party are insured
- servicing, warranty work or manufacturer recall of a **vehicle**

This additional cover is secondary to any other insurance that applies at the time of a loss.

Road Fund Licence

If following a covered loss **you** or a **named insured person's vehicle** is declared a **total loss** **we** will pay for the unexpired portion of the road fund licence unable to be recovered from the licencing authorities. **Your excess** does not apply to this additional cover.

Uninsured Drivers

If an **insured vehicle** suffers loss or damage caused by an uninsured driver or a third party that is untraceable **we** will not reduce **your no claims discount** provided **you** have made all reasonable attempts to obtain the third party's details and **we** reasonably consider the accident not to be **your** or an **insured persons** fault.

In addition, **we** will not apply the **vehicle excess** if **you** or a **named insured person** is involved in a non fault accident with an uninsured third party.

08 Liability

Your most recent **schedule** will show if third party liability cover applies to **your vehicle**. A **certificate** will have been issued for each **vehicle** that has third party liability cover and the **certificate** should be kept in **your vehicle**.

This section provides **you** and an **insured person** with third party liability cover as detailed below and applies whilst driving an **insured vehicle** anywhere in the **territorial limits**.

The defined terms, general terms and conditions and the general exclusions all apply to this section.

What is covered

This **policy** provides **you** and an **insured person** with legal liability cover to compensate others for injury, death or damage to third party property (including the loss of use of damaged property) arising from the use of an **insured vehicle** (including a trailer or caravan whilst attached to an **insured vehicle**) during the **period of insurance**.

Amount of cover

The most **we** will pay for third party property damage is £20,000,000 for any one **occurrence**.

The amount **we** will pay for injury or death of a third party, or injury or death of a passenger travelling in an **insured vehicle** is unlimited.

Defence cover

We will defend **you** or an **insured person** against any legal action seeking damages for property damage or bodily injury. **We** will provide this defence with counsel of **our** choice and at **our** own expense, even if the legal action is groundless, false or fraudulent. **We** may negotiate, investigate and settle any such claim or suit at **our** discretion.

09 Motor Legal Expenses Cover

This section of **your policy** provides a **named insured person** with motor legal expenses cover whilst driving an **insured vehicle** within the **territorial limits**.

Motor legal expenses cover is arranged by **Lawshield** with AmTrust Europe Limited who is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority. Firm Reference No. 202189. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/> or by calling the FCA on 0800 111 6768 (freephone) or 0300 500 8082. This insurance is arranged by **Lawshield** & underwritten by AmTrust Europe Limited whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG.

The General Terms, General Conditions and General Exclusions all apply to this section.

In return for the payment of **your** premium the **insurer** will provide the insurance cover detailed in this **policy** document during the **period of insurance**, subject to the terms, conditions, and limitations shown below.

SPECIAL DEFINITIONS APPLYING TO THIS SECTION OF YOUR POLICY

Claims adjuster Any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by **us** to act for the **named insured person**.

Insured incident A road traffic accident for which the **named insured person** is not at fault (excluding claims for theft or fire) occurring within the **period of insurance** and **territorial limits** which results in:

- a. Loss or damage to the **insured vehicle** including any attached trailer.
- b. Loss or damage to any personal property owned by the **named insured person** whilst the property is in/on or attached to the **insured vehicle**.
- c. The death of or injury to the **named insured person** whilst in or getting into or out of the **insured vehicle**.
- d. Any other uninsured losses.

Insurer AmTrust Europe Limited.

Legal costs and expenses

- a. Fees, costs and disbursements reasonably incurred by **us**, any **claims adjuster, solicitor**, or other appropriately qualified person appointed to act for the **named insured person** with **our** consent.
- b. The costs of any civil proceedings incurred by an opponent awarded against the **named insured person** by order of a court or which **we** have agreed to pay. Where **solicitors** costs are payable by **us**, these will be chargeable on the standard basis as defined by the Civil Procedure Rules, or in accordance with the Fixed Recoverable Costs scheme if appropriate and would be limited to £125.00 including VAT per hour **solicitors** time, and £12.50 including VAT for each letter sent out.

Explanatory note: The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The rules set out how legal fees are calculated for these cases.

Prospects of Success Reasonable prospects are considered to be 51% or better chance of success.

Solicitor The solicitor, firm of solicitors or other appropriately qualified person, firm or company appointed to act for the **named insured person**.

Standard basis The assessment of costs which are proportionate to the **named insured person's** claim.

We, us and our In respect of this section of **your policy**, **Lawshield UK** Limited on behalf of AmTrust Europe Limited.

What is covered

We will pay the **legal costs and expenses** for legal proceedings started on behalf of the **named insured person** during the **period of insurance** in connection with the pursuit of civil claims arising from an **insured incident** relating to the use of the **insured vehicle** which results directly in the death or personal injury of the **named insured person** and/or any other uninsured losses incurred by the **named insured person**.

How much insurers will pay

The maximum sum payable by the **insurer** is £100,000 for all **insured incidents** which are related in time or by cause. This includes **legal costs and expenses** of both the **named insured person** and any opponents where the **named insured person** is liable to pay them.

If the **named insured person** is not awarded any costs or compensation **we** will pay all **legal costs and expenses** up to the limit under this section.

If the **named insured person** is awarded costs, the **named insured person** must use these to repay the amount **we** have paid out on their behalf in connection with the proceedings but if the **legal costs and expenses** are greater than the amount the **named insured person** is awarded for those costs and expenses, **we** will pay the extra amount (up to the limit under this section).

Special exclusions applying to this section

In addition to the **policy** general exclusions the following additional exclusions apply to this part of **your policy**.

We will not be liable for:

- claims where there are no **prospects of success**. **We** will continue to assess whether **prospects of success** exist throughout the **named insured persons** claim and if at any time **we** consider their claim no longer has **prospects of success** and/or an alternative course of action is appropriate and/or under the terms and conditions of the **policy** the claim is not admissible, then **we** will inform the **named insured person** in writing of **our** decision and the reason behind that decision. Having informed the **named insured person** of this, and subject to the **policy** conditions, **we** may withdraw further cover for **legal costs and expenses**.
- parking or obstruction offences.
- claims arising from driving **under the influence**.
- claims where a reasonable estimate of the **legal costs and expenses** is greater than the amount in dispute other than in relation to Uninsured Loss Recovery Claims.
- **legal costs and expenses** incurred prior to the **insurer's** acceptance of a claim or where **we** have not agreed to the **legal costs and expenses** in advance.
- claims arising from any deliberate or criminal act or omission by the **named insured person**.

- **legal costs and expenses**, fines or other penalties which the **named insured person** is ordered to pay by a Court of Criminal Justice.
- incidents involving an **insured vehicle** owned or driven by the **named insured person** who was not in possession of a valid driving licence or the **insured vehicle** was not covered by a valid test certificate where appropriate or was not in a roadworthy condition.
- motor vehicles used by or on behalf of the **named insured person** for racing, rallies, competitions or trials of any kind.
- claims arising from the **insured vehicle** not being used in accordance with the terms and conditions of **your policy**.
- **legal costs and expenses** where Fixed Recoverable Costs have already been recovered by the **solicitor**.
- claims which **we** are not told about within 180 days of the event which caused it.
- claims arising from an **insured incident** that occurs outside the **territorial limits** except enforcement of a judgement obtained from a court within the **territorial limits** with **our** prior approval against a defendant who resides outside the jurisdiction of the court making the order.
- Travelling expenses or compensation for being off work
- **legal costs and expenses** if the **named insured person** withdraws from legal proceedings without **our** agreement.
- **legal costs and expenses** which are covered under a more specific insurance or if a claim has been refused by another insurance company.
- **legal costs and expenses** in respect of **insured incidents** during trips to foreign countries within the **territorial limits** commencing during the **period of insurance**, when the period of any such trip to these countries is intended to exceed 30 days, unless **we** have agreed to extend coverage under the **policy** to apply to such trip.

We will not provide any cover for:

- **terrorism risks** - Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- **electronic data** - Any consequence, howsoever caused, including but not limited to Computer Virus, of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this **policy**, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this **policy**, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Special conditions applying to this section

Responsibilities of the named insured person

- Compliance by the **named insured person** with the following provisions and with each and all of the terms in the **policy** shall be a condition of this insurance.
- The **named insured person** must tell **us** in writing as soon as possible when a claim or possible claim happens.
- The **named insured person** must give **us** any information and evidence **we** need (the **named insured person** will have to pay any costs involved in this). The **named insured person** must not do anything to affect their case.
- The **named insured person** must tell **us** about any other legal expense insurance they have which may cover the same loss.
- The **named insured person** must co-operate fully with **us**, the **claims adjuster** or the **solicitor**.
- Where indemnity is requested and granted to any person mentioned in the **schedule**, then the terms and conditions and exclusions of this section apply equally to such persons as they do to the **named insured person**.

Choice of solicitor

- Before legal proceedings are issued **we** will appoint a **solicitor** from **our** panel to act on behalf of the **named insured person** to prosecute, defend or settle any claim **we** accept under the terms of this **policy**.
- If legal proceedings need to be issued, the **named insured person** does not have to accept the **solicitor we** have chosen. The **named insured person** must send **us** in writing the full name and address of a **solicitor** who they want to act for them.
- In choosing their **solicitor**, the **named insured person** must try and keep the cost of any legal proceedings as low as possible.
- If the **named insured person** cannot agree a suitable **solicitor** with **us**, they can refer their choice of **solicitor** to arbitration in line with the conditions of this section of cover. If there is a dispute about the choice of **solicitor**, **we** will appoint a **solicitor** to act on behalf of the **named insured person** to protect their interests whilst arbitration takes place.
- If **we** are insuring two or more people for one claim, the **named insured person** may choose **solicitors**. The **named insured person** must send their name and address to **us** before **we** agree to pay any **legal costs and expenses**.
- Before **we** accept the **named insured person's** choice of a **solicitor**, or if the **named insured person** fails to choose a **solicitor**, **we** will be entitled to instruct a **solicitor** on their behalf.

Representation

- **We** can take over, and carry out in the name of the **named insured person**, action to take or defend any claims and **we** will have complete control over how legal proceedings are carried out.
- **Legal costs and expenses** payable are to be in no way affected by any agreement, undertaking or promise made or given by the **named insured person** to the **solicitor**, witness expert or any **claims adjuster**.
- **We** shall have direct access to the **solicitor** at all times and the **named insured person** must keep **us** fully informed of all material developments during their claim. If **we** ask the named insured **person** must instruct the **solicitor** to produce to **us** any documents, information or advice in their possession and the **named insured person** must give the **solicitor** any other instructions relating to the conduct of their claim as **we** may require.
- **Our** written consent must be obtained prior to:
 - a. The instruction of Counsel to appear before a Court (or tribunal) before which a **solicitor** has a right of audience;
 - b. The instruction of Queen's Counsel;
 - c. The incurring of unusual experts fees or unusual disbursements;
 - d. The making of an Appeal.
- If for any reason the **solicitor** refuses to continue to act for the **named insured person** or if the **named insured person** withdraws their claim from the **solicitor**, **we** will not pay any further **legal costs and expenses** unless **we** agree to the appointment of an alternative **solicitor** in accordance with the terms and conditions of this section of cover. **We** will not pay any additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.
- If the **named insured person** unreasonably withdraws from a claim without **our** prior agreement, then the **legal costs and expenses** will become the responsibility of the **named insured person** and **we** will be entitled to be reimbursed by the **named insured person** for any costs paid or incurred during the course of the claim. This includes any **legal costs and expenses** that **we** consider the **named insured person** is obliged to pay solely because the **named insured person** withdrew from the claim.
- This insurance under this section does not cover an Appeal unless **we** are notified in writing by the **named insured person** no later than six working days before the time for making an Appeal expires and **we** consider that there are **prospects of success** of such an Appeal succeeding.

Part 36 Offers

- The **named insured person** or the **solicitor** must inform **us** immediately in writing of any Part 36 offer under the Civil Procedure Rules made with a view to settling the claim. No agreement is to be made to settle the claim on the basis of both sides paying their own costs without **our** prior approval.
- If the **named insured person** or the **solicitor** fail to tell **us** of any Part 36 offer, then the **named insured person** will be responsible to **us** for an amount equal to the detriment **we** have suffered as a result of the **named insured persons** failure to comply with this obligation, and **we** may deduct this amount from any payment **we** make under this section.
- If the **named insured person** does not accept a Part 36 offer and the **named insured person** does not subsequently achieve a higher award of compensation then **we** will not pay any further **legal costs and expenses** or opponent's costs unless **we** were notified of the Part 36 offer and agreed to continue the proceedings.
- **We** will not unreasonably withhold **our** agreement to continue proceedings however **we** will have the right to ask the **named insured person** to instruct the **solicitor** to obtain counsel's opinion on the merits of the claim, defence, any Part 36 offer made by an opponent or proposed by the **named insured person**, or whether there are grounds for continuing the proceedings before **we** agree to continue with the **named insured persons** claim.

Costs and Recovery

- At **our** request, the **named insured person** must instruct the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
- The **named insured person** must take all reasonable steps to recover **legal costs and expenses** payable under this **policy** from their opponent and pay any recovered **legal costs and expenses** to **us**.
- **We** can take proceedings in the name of the **named insured person** (at **our** own expense and for **our** own benefit) to recover from anyone else, any payment **we** have made under this insurance.

Arbitration

- If there is a dispute between the **named insured person** and **us** over the presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings then at the written request of the **named insured person** the dispute will be referred to an arbitrator, who shall be a **solicitor** or Counsel that the **named insured person** and **we** agree on. If there is no agreement on the choice of arbitrator one will be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their dispute as required by the arbitrator whose decision will be final and binding. All costs of resolving the dispute shall be met in full by the party against whom the decision is made, or as decided by the arbitrator.
- If there is a disagreement over the amount **we** owe the **named insured person**, **we** will pass the matter to an arbitrator who both the **named insured person** and **we** agree to. When this happens, the arbitrator must make a decision before the **named insured person** can start proceedings against **us**.

Contribution

If a loss covered by this **policy** is also covered by other insurance, **our** cover will be secondary to any other insurance in force.

Financial Services Compensation Scheme (FSCS)

AmTrust Europe Limited, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if AmTrust Europe Limited cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

Lawshield UK Limited PRIVACY NOTICE

This is a short privacy notice for **Lawshield** UK Ltd referred to as "**we/ us/our**" in this notice **we** understand that **your** privacy is extremely important to **us**. As a result **we** have put in place many measures to ensure that any personal data **we** obtain from **you** is processed and maintained in accordance of the General Data Protection Regulation 2016 (GDPR). This statement provides **you** with details of the type of information **we** may hold about **you**, how **we** obtain and use the information and how **we** protect **your** privacy. This notice may be updated from time to time, please refer to **our** website for the most current version.

Our data controller registration number issued by the Information Commissioner's Officer is Z5685935

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a **policy**. **We** refer to these individuals as “**you/your**” in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance **policy** and meet **our** contractual requirements under the **policy**. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance **policy** through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance **policy**.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance **policy** with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

This notice explains the most important aspects of how **we** use **your** data. **Lawshield** UK Ltd full privacy notice can be found by visiting **our** website www.lawshield.co.uk or request a copy by emailing **us** at dataprotection@lawshield.co.uk.

Alternatively, **you** can write to **us** at:

Compliance Department
Lawshield UK Limited
1210 Centre Park Square
Centre Park
Warrington
WA1 1RU

AmTrust Europe Limited Privacy Notice

Data Protection

AmTrust Europe Limited (the Data Controller) are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit **our** website at www.amtrusteurope.com.

How we use your personal data and who we share it with

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

Disclosure of your personal data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, **loss adjusters**, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

International transfers of data

We may transfer **your** personal data to destinations outside the European Economic Area (“EEA”). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

Your rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

10 European Motor Breakdown Assistance

This European Motor Breakdown Assistance Cover is underwritten by **HDI Global Specialty SE**, provided by **ARAG plc** and serviced by **Call Assist**.

This section of **your policy** provides roadside assistance, vehicle recovery, home assist, overnight accommodation, alternative travel, European assistance, and message relay as detailed below for any **eligible vehicle** within the **territorial limits**.

The General Terms, General Conditions and General Exclusions all apply to this section of the **policy**.

What is Covered

We will cover **breakdowns** during the **period of insurance** where an **insured person(s)** is travelling in an **eligible vehicle** or another person is driving **your eligible vehicle** with **your** permission at the time of the **breakdown**. **We** agree to provide the assistance services in this section of the **policy** keeping to the terms, conditions and exclusions as long as the **breakdown** happens during the **period of insurance** and within the **territorial limits**.

Special Definitions Applying to this Section

Breakdown	An electrical or mechanical failure, accident, vandalism, fire, theft or attempted theft, flat battery, ignition key breakage or loss, accidental damage to tyres, running out of fuel or putting the wrong fuel in your eligible vehicle , occurring during the period of insurance which immediately renders the eligible vehicle immobile.
Eligible Vehicle	The car, motorcycle, van, horsebox, or campervan in which an insured person is travelling at the time of the breakdown, or any car, motorcycle, van, horsebox, or campervan which is listed as an insured vehicle on the certificate which is the vehicle declared to us , including an attached caravan/trailer which is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length and is ordinarily kept in the United Kingdom , Channel Islands of the Isle of Man.
Insured person(s)	You or any driver who is named on the certificate .
Recovery Operator	The independent technician we appoint to attend the breakdown .
Territorial limit	The European Union , the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).
We, us, our	In respect of this section of your policy , Call Assist and/or ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the insurer, HDI Global Specialty SE , (or appointed agents on its behalf).

Services Provided

1 Roadside Assistance	We will pay the callout charge and up to one hour's labour costs for a recovery operator to attend the scene of the breakdown , and where possible, carry out emergency repairs.
2 Vehicle Recovery	If the eligible vehicle cannot be repaired within one hour at the scene of the breakdown , we will pay for the cost of transporting the eligible vehicle , the driver and up to 7 passengers to a suitable repairer, your home address, or the insured person's original destination.
3 Home Assist	We will send help to your home address in the event of a breakdown . If, in the opinion of the recovery operator , they are unable to repair the eligible vehicle at the roadside, we will arrange and pay for the eligible vehicle and the driver to be transported to the nearest garage which is able to undertake the repair.
4 Overnight Accommodation	If we decide to provide overnight accommodation we will pay up to £100 per person for one night for the driver and up to 7 passengers. You must pay the hotel bill, but we will pay you back on receipt of the relevant bill(s) subject to the £800 limit.
5 Alternative Travel	If the eligible vehicle is taken to the nearest garage able to undertake the repair and the repair cannot be completed within the same working day, we will pay up to £250.00 towards the cost of alternative transport or car hire. We will also pay the cost of a single standard rail ticket for one person to return and collect the eligible vehicle . This service can only be used to complete a journey whilst the eligible vehicle is being repaired a minimum of 25 miles away from your home address.
6 Misfuelling	If your eligible vehicle's fuel tank is filled with the incorrect type of fuel, it may be necessary to carry out a drain and flush of your eligible vehicle's fuel tank at the roadside if possible or at a suitable garage where this is not possible. Occasionally misfuelling your eligible vehicle can cause extensive damage which a fuel drain and flush will not rectify. If you would prefer for the fuel drain and flush to be carried out by your preferred repairer, our operator will arrange for your eligible vehicle , you and your passengers to be recovered to a repairer of your choice within 10 miles of the breakdown. You must pay initially and we will reimburse you when we are in receipt of a valid invoice/receipt. The most we will pay is the cost of 10 litres of correct fuel and not more than £250 in total for each claim under Misfuelling.

<p>7 Keys</p>	<p>If you lock your eligible vehicle keys within your eligible vehicle and are unable to obtain a spare set on the same day, we will pay the call-out fee for a recovery operator who will attempt to retrieve the key where this is possible. If the recovery operator is unable to retrieve your key it is often possible to provide a replacement key at the scene. You will have to pay for the replacement key. If it is not possible to retrieve a locked-in key or if you have lost or broken your key and are unable to obtain a replacement key at the scene; if you are away from your home address we will pay the mileage charges to a place where your eligible vehicle can be stored securely, or your home address if it is nearer.</p>
<p>8 European Assistance</p>	<p>This section applies to any breakdown occurring outside the UK.</p> <p>We will pay the callout charge and up to one hour's labour costs for a recovery operator to attend the scene of the breakdown and either carry out emergency repairs or transport the eligible vehicle, the driver, and up to 7 passengers to the nearest garage able to undertake the repair.</p> <p>If the eligible vehicle cannot be repaired within 48 hours or by your intended departure, whichever is the later, we will arrange for the eligible vehicle, the driver and up to 7 passengers to be transported to your home address. During this period we will reimburse the costs of alternative accommodation and alternative transport up to the value of £750 when we have received a valid receipt. Payment will be made in accordance with the exchange rate on the date of the claim.</p> <p>Due to local regulations and customs, the insured person may be required to provide copies of their driver's licence and the V5C registration document for the eligible vehicle. You will be held liable for any costs incurred if copies of the insured person's driver's licence or V5C registration document are not immediately available.</p> <p>Due to differing national standards and infrastructures abroad assistance may take longer in arriving. We will not be held liable for any delays encountered. In the event of a breakdown occurring on a continental motorway or major public road, we are sometimes unable to assist and you will often need to obtain assistance via the SOS phones. The local services will tow the eligible vehicle to a place of safety and you will be required to pay for the service immediately. You can then contact us for further assistance. We will pay a maximum of £200.00 towards reimbursement of these costs when we have received a valid receipt. Payment will be made in accordance with the exchange rate on the date of the claim.</p>
<p>9 Message Relay</p>	<p>When you claim for any breakdown we will forward a message to a member of your family, friend or work colleague if you would like this.</p>

When We Cannot Help

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

Special Exclusions

The breakdown of the eligible vehicle	<ul style="list-style-type: none">• If it has knowingly been driven in an unsafe unroadworthy condition• Which occurs while the eligible vehicle is being used for motor racing, trials, rallying, pace-making or speed testing or for hire or reward• If it exceeds 3,500 kg gross vehicle weight, 5.18 metres long, 1.905 metres wide, or 2.44 metres high• If it cannot be reached due to sand, mud, snow, or flood• Where we have provided assistance for any symptoms related to a claim which has been made within the last 28 days, unless the eligible vehicle has been fully repaired at a suitable garage, declared fit to drive by the recovery operator or is in transit to a pre-booked appointment at a suitable garage.
The cost of	<ul style="list-style-type: none">• Any vehicle storage charges incurred when you are using our services• Removing contaminated fuel, supplying replacement parts, fluids or fuel or any other materials used in repairing your eligible vehicle• Any other repairs except those at the scene of the breakdown• Replacing broken windows or keys• Parking charges or fines• Anything which you would have incurred had no claim arisen• Any charges arising from an insured person's failure to comply with our instructions or our approved agents' instructions in respect of the assistance being provided• Any costs incurred before you have notified us of the breakdown• Any eligible vehicle which cannot be recovered by a standard trailer or transporter• The recovery of a caravan or trailer on tow which exceeds 7 metres/23 feet in length (not including the length of the A frame or hitch)• Returning the eligible vehicle to you, or expenses to collect the eligible vehicle following repair• no more than six call-outs in the same period of insurance

Special Conditions Applying to this Section

An **insured person** must keep to the terms and conditions of this section of the **policy**.

At all times during the **period of insurance**, the **eligible vehicle** must be maintained in a roadworthy condition and regularly serviced.

An **insured person** must be present with the **eligible vehicle** when the **recovery operator** arrives.

We will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.

The transportation of any animal or livestock is undertaken solely at **your** discretion and **we** accept no liability for the safety or welfare of any animal or livestock during its transportation.

This **policy** does not cover any damage to the **eligible vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. **We** will not pay for any losses that are not directly covered by the terms and conditions of this **policy**. For example, **we** will not pay for **you** to collect the **eligible vehicle** from a repairer or for any time that has to be taken off work because of a **breakdown**.

If the **eligible vehicle** is beyond economical repair **we** have the option to offer the **market value** of the **eligible vehicle** to **you** and pay for alternative transport home.

Privacy Statement

This is a summary of how **we**, on behalf of the insurer, collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website: www.arag.co.uk

The insurers full privacy notice may be found at the following link: <https://www.hdi-specialty.com/int/en/legals/privacy>

Collecting personal information

ARAG plc may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement. **We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations. **We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this **policy** has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when **we** will not be able to delete personal data please refer to **our** full privacy statement.

What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk

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