



DAY DRIVER

Policy Document

In the event of an accident, windscreen breakage, or to make a claim:



Don't forget your crash card

Please ensure that claims are reported immediately as this can often mean a substantial reduction to the overall cost of a claim.

Welcome to Day Driver

This Policy has specifically been designed for drivers who only use their vehicles during specific hours, therefore the policy is endorsed to exclude the use of this vehicle, for hire and reward purposes, during the hours of 22:00 and 03:59. (10pm to 3:59 am).

It is important to note that if You have an accident during these hours and are using the vehicle for business purposes - You WILL NOT BE COVERED.

Your Policy Benefits at a glance

- **Extended Public Liability Cover included as standard**
Vital for any contract work including school and health authorities
- **Incident Care Claims Service (24 hours a day, 365 days a year)**
Via Aviva includes collision advice helpline
- **Plated Replacement Vehicle Scheme**
 - Non Fault accident.
- **Up to £25,000 Driver Assault Cover**
- **Expert Solicitors**
To pursue injury compensation, Loss of Earnings and any other uninsured losses
- **RAC Breakdown Assistance**
Access at very competitive terms
- **Yes Claim Bonus**
Claims initiative to reduce excess for early reported accidents

Taxi - offering you much more

About Q Underwriting

Q Underwriting is a specialist insurance underwriting facility operating under a delegated authority on behalf of Aviva.

For full details including Terms and Conditions of the Policy Benefits, refer to the Policy Document or policy Schedule.

Important Information about your Policy Cover

You should keep Your Day Driver Policy document in a safe place and make a note of Your policy number and the Incident Care number so these are available should an emergency arise.

If You have any queries about the cover or would like to extend it please speak to Your usual insurance broker.

Incident Care Number

In the event of an accident, windscreen breakage or to make a claim You can call **0800 169 4066**
24 hours, 365 days.

Contents

Introduction		8
Choice of Law		8
Incident Care - Making a claim		8-9
Definition of terms		9-10
Policy cover index		10
Section 1	Loss of or damage to Your vehicle	10
	Accident Recovery	10
	Excesses	10-11
	Late Reported Claims	11
	Exclusions	11
Section 2	Your liability to third parties	11
	Liability of other persons driving or using Your vehicle	11
	Indemnity to legal personal representatives	12
	Legal costs	12
	Duty of Care – driving at work, legal costs	12
	Cross liabilities	12
	Application of indemnity limits	12
	Exclusions	12-13
Section 3	Emergency Treatment	13
Section 4	No claim discount	13
Section 5	Glass in windscreen, sunroof or windows	13
Section 6	Continental use/compulsory insurance requirements	14
	If You take Your vehicle abroad	14
Section 7	Driver Assault	15-16
Section 8	Motor Legal Expenses	16-21
General Exclusions		22-23
General Conditions		24-26
Complaints		27

Introduction

The Contract of Insurance

This policy is a contract of indemnity between you, the policyholder, and us, Aviva. This policy, the application form, any clauses endorsed on the policy, the policy Schedule and the Certificate of motor insurance should be read together and form the contract of insurance. In return for payment of the premium by you, We will provide insurance in accordance with the policy cover shown in the policy Schedule in respect of accident, injury, loss or damage occurring within the territorial limits (or in the course of transit between any ports therein including the processes of loading and unloading) during the period of insurance.

Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy. You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

- 1 The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policy holder normally lives; or
- 2 In the case of a business, that law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
- 3 Should neither of the above be applicable, the law of England and Wales shall apply.

Incident Care

Claims & Emergency Helpline – 0800 169 4066

Incident Care is open 24 hours a day, 365 days a year, on **0800 169 4066**. Call Us free for immediate assistance in an emergency or to notify a claim.

Making a claim

Just one call to Incident Care and Our professionally trained Incident Managers will help You get Your business back to normal as fast as possible, with minimum fuss.

Firstly, We will confirm whether the incident is covered by Your policy and advise You of any excess You will have to pay. There is no need to fill in a claim form.

Then You will be assigned a Personal Incident Manager to handle Your claim from beginning to end, keeping You regularly updated on its progress.

Q Underwriting “Yes Claim Bonus” claims initiative

Excess reduction for early reported accidents, regardless of blame (excluding fire, theft, flood, malicious damage and mechanical breakdown)

All claims notified to the Aviva Incident Care claims team within 24 hours of the time of the accident will benefit from a £200 reduction in the policy excess as stated on your policy schedule. This reduction is only available where there is an identifiable third party and you are able pass their details including a contact telephone number to the Incident Care team.

Please Note: “Yes claim bonus” is a claim initiative to encourage you to report claims early and in doing so this helps reduce third party claims costs, this in turn allows us to pass on these savings to our customers. The initiative does not form part of your policy and may be withdrawn at any time. Full terms and conditions can be found at www.Qunderwriting.com.

In the case of an accident

If You have been involved in an accident and Your vehicle can not be driven, Your Personal Incident Manager will look after Your immediate needs, by:

- arranging for Your vehicle to be recovered to an approved repairer
- dealing with any immediate concerns You may have, such as contacting those who need to know You have been involved in an accident.

The repair bills will be paid directly by Us to Our approved repairer (apart from any applicable excess), so there is no need to worry about the finance.

Non-Fault Accidents

Subject to liability, a replacement vehicle will be provided for as long as the insured vehicle is off the road. For the purposes of vehicle hire, liability shall be determined by Chief Rentals.

If a claim is being made for a non-fault accident then the uninsured losses will be dealt with by Arc Legal and/or Chief Rentals.

The scheme provides for the use of a comprehensively insured vehicle for either private hire or hackney use. It may be necessary to transfer the plate from the damaged vehicle to the replacement temporarily. The cost of this will be recovered from the responsible third party. A refundable security deposit may be required.

Damaged windscreens/windows

If Your windscreen or windows are cracked, chipped or shattered, phone Incident Care and a Personal Incident Manager will arrange for an approved glass company to get to You as quickly as possible, assess the damage and either repair or replace the windscreen on the spot.

Your windscreen and window limit of cover is £250 and is subject to a £100 excess which will apply in respect of glass replacement. This excess will not apply to any glass repair.

The £250 limit is waived if You use an approved repairer via the Incident Care contact number: **0800 169 4066**.

Note: For our joint protection, telephone calls to Incident Care may be recorded and/or monitored.
You do not have to pay extra for Incident Care - it is all part of the service.

Telephone Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Definition of terms

To save lengthy repetition, wherever the following words or phrases occur, they will have the precise meaning described below unless otherwise stated:

The insured/you/policyholder

The person or persons described as the insured in the policy Schedule.

Insurer/We/Us

Aviva Insurance Limited
Pitheavlis, Perth, PH2 0NH
Registered Number: 2116
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

Your vehicle

Any vehicle described in the policy Schedule and any other vehicle for which details have been supplied to Us and a Certificate of motor insurance bearing the registration mark of that vehicle has been delivered to You and remains effective.

Policy Schedule

Details of you, Your vehicle and the insurance protection provided to you.

Certificate of motor insurance

A document that You must have as proof that You have the motor insurance necessary to comply with the law. It shows who can drive Your vehicle and what purpose it can be used for. The Certificate of motor insurance does not, however, indicate the full policy cover and for this You need to refer to the main text of the policy booklet.

Period of insurance

The period of time covered by this policy, as shown in the policy Schedule, or until cancelled. Each renewal represents the start of a new period of insurance.

Market value

The cost of replacing Your vehicle with one of a similar type and condition.

Clause

Additional or alternative wordings which, when endorsed on Your policy, change its terms. Those clauses applicable are identified in Your policy Schedule.

Fire

Fire, self ignition, lightning and explosion.

Theft

Theft, attempted theft or taking of Your vehicle without Your consent.

Accessories

Additional or supplementary parts of Your vehicle not directly related to its function as a vehicle. These include radios and other in-car entertainment or communication equipment, where any of these form an integral part of Your vehicle. Cover is provided up to a limit of £1000.

Excess

The amount of any claim You will have to pay if Your vehicle is lost, stolen or damaged.

Territorial limits

Great Britain, Northern Ireland the Channel Islands and the Isle of Man and sea transit between any ports therein including the processes of loading and unloading.

Green card

A document required by certain non-EU countries to provide proof that You have the minimum insurance cover required by law to drive in that country.

Advanced Driver Assisted Systems/ADAS

Integrated in-vehicle intelligent safety systems including, but not limited to, those designed to reduce the frequency and/or severity of accidents.

Automated Vehicle

Any motor vehicle manufactured, designed or adapted to be capable of safely driving itself and is listed as an automated vehicle under the Automated and Electric Vehicles Act 2018.

Automated Driving Mode

Any vehicle operating mode in which the vehicle is driving itself as defined in the Automated and Electric Vehicles Act 2018 or Road Traffic Acts.

Computer System(s)

Any computer, hardware, Software, applications, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act

A deliberate unauthorised, malicious or criminal act or series of acts, regardless of time and place which Involves access to, processing of, use of, or operation of any Computer Systems and is intended to create, or to have the effect of creating an outcome which includes but is not limited to denial of access, threat, deception, hoax or extortion.

Data

All information, which is electronically stored, recorded, transmitted or represented, or contained in any formats, materials or devices used for the storage of data including but not limited to operating systems, records, programs, Software or firmware, code of series of instructions, facts, concepts, code or any other information of any kind.

Safety Critical Software

Any Software which without being installed or updated would make it unsafe to use the vehicle.

Software

Any software, Safety Critical Software, firmware, operating systems, electrical control systems, Data, data storage materials, telecommunication links or any reliance on recognising, using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time.

RAC

RAC Motoring Services, RAC House, Brockhurst Crescent, Bescot WS5 4QZ

Policy cover index

Cover	Operative Sections
Comprehensive	All sections of the policy are operative
Third Party Fire and Theft	Section 5 is inoperative Section 1 is inoperative except for loss or damage caused directly by fire or by theft
Third Party Only	Sections 1 and 5 are inoperative

Cover for Your vehicle

Cover

Section 1

Loss of or damage to Your vehicle

If Your vehicle is lost, stolen or damaged We will:

- pay for Your vehicle to be repaired; or
- replace Your vehicle; or
- pay You a cash amount equal to the loss or damage.

We may decide to use suitable parts or accessories not supplied by the original manufacturer.

The same cover applies to:

- accessories
- spare parts and components for Your vehicle;
- fixtures and fittings while these are in or on Your vehicle
- or while in Your private garage.

The most We will pay will be the Market value of Your vehicle at the time of the loss.

If We know that You are still paying for Your vehicle under a hire-purchase or leasing agreement, We will pay any claim to the owner described in that agreement.

Our liability under this section will then end for that claim.

Accident recovery

If Your vehicle is disabled through loss or damage insured under this policy We will pay the reasonable cost of:

- its protection and removal to the nearest repairers
- its delivery to You after repair but not exceeding the reasonable cost of transporting it to Your address in the territorial limits.

Within the territorial limits We can arrange for this protection and removal of Your vehicle through the RAC. To use this service ring Incident Care **0800 1694066** (if You are in the Republic of Ireland You will need to ring a special number, 1800 535005 to obtain the recovery service). The RAC will arrange the following at no cost to you:

- someone to come out and help. If Your vehicle cannot be made roadworthy immediately, it will be taken to Our nearest approved repairer. Your vehicle can be taken to a repairer of Your choice if this is nearer, but this may lead to delays in arranging the repairs to Your vehicle
- the onward transmission of any messages on Your behalf to a member of Your family or a friend.

In providing accident recovery assistance, RAC employees and contractors will use reasonable care and skill when providing the service. The RAC can, however, cancel services or refuse to provide them if, in their opinion, the demands made are excessive, unreasonable or impracticable.

Excesses

If Your vehicle (including its accessories and spare parts) is lost, stolen or damaged, You will have to pay the first part of any claim as indicated below.

We shall not be liable for

- (1) the following excesses in respect of loss or damage (other than by fire self-ignition lightning explosion or theft or attempted thereat) occurring while Your vehicle is being driven by or is in the charge of for the purpose of being driven by the following

Driver	Amount to be paid by you
(a) 20 year of age or under	£500
(b) Between 21 and 24 years of Age inclusive	£300
(c) Any person over 25 years of age who has held a public or private hire licence for less than 12 Months	£150
(d) Any person aged 70 or above	£150
(e) 25 years of age or over but is the holder of	
- a provisional licence or	
- a full licence for less than 12 Months	
- a licence issued outside Great Britain, Northern Ireland, the Channel Islands, Isle of Man and the EU for less than 2 years to drive a vehicle of the same class as such vehicle	£300

The excesses above apply in addition to any voluntary excess or other compulsory excesses that may apply.

Late Reported Claims

All claims irrespective of negligence or liability must be, in the first instance, reported to Incident Care **0800 1694066**, within one calendar month of the date of the incident

Late notification will nearly always increase the cost of settling such claims. Therefore, Your failure to report an incident could result in the increased cost being passed to you, the policyholder, for settlement

In addition to any other Voluntary or Compulsory excess, an Additional excess in respect of any damage, for late claim reporting will apply as indicated below:

Up to 30 days-	Nil
31 to 45 days -	£100
46 to 60 days -	£200
61 to 89 days -	£300
90 days or more -	£400

Exclusions to Section 1 of Your policy

Your policy does not cover the following:

- (1) loss of use, depreciation, wear and tear, mechanical, electrical, electronic or computer breakdowns or failures or breakages
- (2) damage to tyres caused by braking or by punctures, cuts or bursts
- (3) loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- (4) loss of value following repair
- (5) loss or damage arising from theft whilst the ignition keys of Your vehicle have been left in or on the vehicle
- (6) any personal effects, money or goods belonging to the driver, passengers or any other party.
- (7) loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority
- (8) loss or damage arising during or in consequence of riot or civil commotion occurring:
 - (a) in Northern Ireland
 - (b) outside the territorial limits;

Liability to third parties

Section 2

Your liability to third parties

We will indemnify you in respect of compensation you are legally liable to pay and all other costs and expenses incurred with our written consent arising from:

- a. death or bodily injury to third parties, for an unlimited amount;
- b. damage to third party property up to a maximum of:
 - i. £5,000,000 (excluding claimant's costs and expenses and any other costs and expenses)
 - ii. £5,000,000 for claimant's costs and expenses and any other costs and expenses in relation to damage to third party property.

This section only operates where such death, bodily injury or damage arises out of an accident caused by or in connection with:

- your vehicle including its loading and unloading; or
- any trailer while it is being towed by your vehicle.

In respect of terrorism where we are liable under the Road Traffic Acts the maximum amount that we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person and for which cover is provided under this section will be:

- I. £5,000,000 in respect of all claims consequent on one originating cause; or
- II. such greater sum as may in the circumstances be required by the Road Traffic Acts.

Liability of other persons driving or using Your vehicle

On the same basis that We insure You under this section, We will also insure the following persons:

- any person You give permission to drive Your vehicle, provided that Your effective Certificate of motor insurance allows that person to drive
- any person You give permission to use (but not drive) Your vehicle for social, domestic and pleasure purposes, provided that use for social, domestic and pleasure purposes is included in the effective Certificate of motor insurance
- any passenger travelling in, or getting into or out of Your vehicle. This cover will be provided if You request it.

Indemnity to legal personal representatives

In the event of the death of anyone who is insured under this section, We will protect his/her legal personal representatives for any liability of the deceased person if that liability is insured under this section.

Legal costs

If you, or anyone else, are involved in an accident which is covered under this section, We will pay the fees and disbursements of any legal representative We agree to, and defend anyone We insure under this section:

- at a coroner's inquest;
- at a fatal accident inquiry;
- in any proceedings brought under the Road
- Traffic Acts or equivalent European Union legislation.

We will not pay representation for:

- a plea of mitigation (unless the offence You are charged with carries a custodial sentence); or appeals.

Duty of Care – driving at work, legal costs

We will pay:-

- (1) Your legal fees and expenses incurred with Our written consent for defending proceedings including appeals;
- (2) Costs of prosecution awarded against You arising from any health and safety inquiry or criminal proceedings for any breach of the:
 - (a) Health and Safety at Work etc Act 1974;
 - (b) Health and Safety at Work (Northern Ireland) Order 1978;
 - (c) Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity:

- (1) Unless the proceedings relate to an actual or alleged act, omission or incident committed during the period of insurance within Great Britain, Northern Ireland the Channel Islands and the Isle of Man and in connection with the business;
- (2) Unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of You of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts;
- (3) In respect of proceedings which result from any deliberate act or omission by you; or
- (4) Where indemnity is provided by another insurance policy.

The limit of indemnity in respect of such legal fees, expenses and costs is:

Health and Safety at Work etc Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – £100,000;

Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited.

Cross liabilities

Where there is more than one insured person named in Your Schedule, cover will operate for each one as if they are the only insured person covered under this policy, but the total liability of the insurer for all compensation payable in respect of damage to third party property shall not exceed £5,000,000 in respect of all other vehicles in respect of any claim or a series consequent on one original cause.

Application of indemnity limits

In the event of an accident involving payment by Us to more than one person any limitation by the terms of this policy or any clause relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and Your liability shall be settled in priority

Exclusions to Section 2 of Your policy

The cover under this section will not apply:

- (1) If any person insured under this section fails to observe the terms, exclusions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy
- (2) to death of or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Acts
- (3) to loss, damage, injury or death caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to Your vehicle for loading on to it or taking a load away from Your vehicle having unloaded it

- (4) to loss of or damage to property belonging to or in the care of anyone We insure who claims under this section and to property being conveyed by Your vehicle
- (5) to damage to any vehicle where cover in connection with the use or driving of that vehicle is provided by this section
- (6) to any loss, damage, injury or death occurring whilst Your vehicle is being used in that part of an aerodrome or airport provided for the take off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area, except where such liability is required to be covered by the Road Traffic Acts
- (7) for liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement
- (8) for bodily injury to the Principal for any amount for which You would not be liable in the absence of an agreement
- (9) for damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal
- (10) for liability which attaches to the Principal which arises other than by reason of the negligence of You or Your employee
- (11) except to the extent that We are liable under the Road Traffic Acts, in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
Terrorism is defined as any act or acts including but not limited to
 - (i) the use or threat of force and/or violence and/or
 - (ii) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes
 - (b) any action taken in controlling preventing suppressing or in any way relating to (a) above.
- (12) any claim where Your vehicle is an Automated Vehicle and at the time of an accident is being driven or used in Automated Driving Mode and You or any other person entitled to indemnity under this policy:
 - (a) has made, or has permitted alterations to any Software which relates to functioning of the vehicle as an Automated Vehicle, except those made available by and/or approved by the vehicle manufacturer
 - (b) has failed to install or to permit the installation of any Safety Critical Software updates relating to the functioning of the vehicle as an Automated Vehicle which You or a driver permitted by You ought reasonably to have known that failure to install such software could compromise the safety of the vehicle
 - (c) ought reasonably to know or to reasonably assess that it was not appropriate to do so.

Where We are liable under the Road Traffic Acts the maximum amount We will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by You or any other person and for which cover is provided under this section will be

- (i) the third party property damage limit specified in the policy or £5,000,000 whichever is the lower in respect of all claims consequent on one originating cause; or
- (ii) such greater sum as may in the circumstances be required by the Road Traffic Acts.

Section 3

Emergency treatment

We will reimburse any person using Your vehicle for payments made under the Road Traffic Acts for emergency treatment. A claim solely made under this section will not prejudice Your No Claim Discount.

Section 4

No claim discount

If no claim is made under Your policy during the Period of Insurance, We will increase Your No Claim Discount at Your next renewal in line with the scale We apply at the time.

Where a claim has been made, We may reduce Your No Claim Discount in line with the scale We apply at the time.

Third Parties may claim directly against Us as Your insurer in the event of an accident involving Your Vehicle, as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances We will deal with any claim, subject to the terms and conditions of Your policy. This may affect Your No Claim Discount. If a claim is made which is not Your fault and We have to make a payment, We will reduce Your No Claim Discount unless We can recover all sums We have paid from those responsible.

If there is more than one vehicle insured, Your No Claim Discount will be applied as if a separate insurance had been issued for each.

No Claim Discount is not earned where Your Vehicle is insured for less than 12 months.

If We consent to transfer this policy to another person or company, No Claim Discount already earned under this policy will not apply to the person or company to whom the policy is being transferred.

If Your renewal is due and investigations into a claim are still ongoing, We may reduce Your no claim discount provisionally, until Our investigations are complete. We may then restore Your no claim discount and refund any extra premium that has been paid

Section 5

Glass in windscreen, sunroof or windows

Any payment solely for repair or replacement of glass in the windscreen, sunroof or windows of Your vehicle (or any scratching of bodywork arising directly and solely from the glass breakage) will not prejudice Your No Claim Discount and the excesses will not apply.

You will, however, have to pay the first £100 of the cost of glass replacement. This excess for glass will not apply when the glass is repaired rather than replaced.

Any such damage for this section is restricted to comprehensive cover only with the windscreen/ window replacement value limited to £250 of any one incident. This limit is waived if You use an approved repairer via the Incident Care contact number.

Section 6

Continental use/compulsory insurance requirements

In addition to providing cover within the territorial limits, this policy, in compliance with EU directives, also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in:

1. any other country which is a member of the European Union
2. any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/CEE relating to civil liabilities arising from the use of a motor vehicle. (Eligible countries change from time to time. Your insurance broker should be able to tell You the current list of eligible countries).

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurred in another EU Member State, however, if the minimum cover required by the laws of Great Britain is wider than that of such EU Member State, the level of cover provided will be that applicable to Great Britain.

If You take Your vehicle abroad

All countries within the territorial limits have agreed that a Green card is not necessary for travel outside the territorial limits. Your Certificate of motor insurance provides sufficient evidence that You are complying with the laws on the compulsory insurance of motor vehicles in any of these countries You visit. If, however, You contact Your insurance broker at least two weeks before departure, he/she will be able to provide You with Our 'Driving on the Continent' booklet.

This booklet contains useful information on driving abroad, what to do in the event of an accident and statements in the main European languages for presentation to the Police or other officials confirming that You have proper insurance to drive in their countries. There is no cover for countries outside the territorial limits. We may, however, be prepared to extend cover to certain places by special request, in which case We will provide You with a Green card and an additional premium will be required.

Driver Assault

Section 7

Definitions

Assault

The Insured Person being assaulted by any person (other than an employee of the Insured) while engaged in his duties on behalf of the Insured and such assault being an unprovoked attack.

Accidental Bodily Injury

Injury caused by a sudden violent external unforeseen and identifiable event

Loss of all Sight

Shall include total and irrecoverable loss of all sight which shall be deemed to have occurred

- (a) in both eyes when the condition is shown to the Insurer's satisfaction to be permanent and without expectation of recovery and the Insured Person's name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- (b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen scale and the Insurer is satisfied that the condition is permanent and without expectation of recovery

Operation of Cover

The Insurer will pay the Benefits in the event of an Insured Person, sustaining Accidental Bodily Injury which, independently of any other cause, results in the death or disablement of the Insured Person

Insured Person

The Insured and any other named driver shown under 5. Persons or classes of persons entitled to drive on the Certificate of motor insurance

Benefits

Injury caused by a sudden violent external unforeseen and identifiable event:

- 1) death £25,000
- 2) total and irrecoverable loss of all sight £25,000
- 3) total loss by physical severance or complete and irrecoverable loss of use of either one or both hands and/or one or both feet £25,000
- 4) permanent total disablement (other than Loss of Sight or limbs) entirely preventing the Insured Person from engaging in or giving attention to any and every profession or occupation £25,000
Occurring within 24 months of the date of the incident giving rise to the claim
- 5) total disablement entirely preventing the Insured Person from engaging in or giving attention to his/her usual occupation £200 per week

Benefit 5:

Excess 7 days
Benefit period 52 weeks

Exclusions to Section 7

General exclusions to this policy also apply where appropriate

- 1 Intoxicating Liquor or Drugs**
Accidental Bodily Injury sustained while under the influence of intoxicating liquor or drugs taken by the Insured Person other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction
- 2 Self-Inflicted Injury**
intentional self-inflicted injury

Conditions to Section 7

The general conditions in this policy also apply where appropriate

- 1 Duty**
Any such Assault must be reported to the police within 24 hours
- 2 Payment of Benefit**
Only one Benefit is payable in respect of the Insured Person suffering Accidental Bodily Injury After a claim has been paid under Benefit 1 to 4 in respect of any Insured Person no further liability shall attach to the Insurer in respect of that Insured Person during the Period of Insurance
- 3 Payment under Benefit 4**
Benefit 4 shall be payable only on certification by a medical practitioner (appointed by Us) of permanent total disablement as defined and not before the expiry of 52 consecutive weeks' disablement
- 4 Discharge of Liability**
The Benefit shall be payable to the Insured Person whose receipt shall be a valid discharge of the Insurer's liability
- 5 Evidence**
All certificates information and evidence to support a claim shall be provided at the Insured's expense and shall be in a form as required by the Insurer The Insured Person shall as often as required submit to medical examination at the Insurer's expense

Motor Legal Expenses Section 8

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises.

Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The **Insurer** agrees to indemnify **You** in consideration of the **Premium** paid or to be paid subject to the following terms, conditions and exclusions of this policy.

This insurance covers **Advisers' Costs** incurred in a **Legal Action** up to the **Maximum Amount Payable** where:-

- The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial limits**; and
- The **Legal Action** takes place in the **Territorial limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must be more a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of Disclosure

Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Non-Consumer

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **you** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

Cover

Personal Injury

What is insured

You are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident** whilst **You** are in, boarding or alighting the **Vehicle** against those whose negligence has caused **Your** injury or death.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part.

What is not insured:-

Claims

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

Uninsured Loss Recovery

What is insured

You are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident** against those whose negligence has caused **You** to suffer loss of **Your** insurance policy excess or other out of pocket expenses.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

What is not insured:-

Claims

Relating to an agreement **you** have entered into with another person or organisation.

For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.

Motor Prosecution Defence

What is insured

You are covered for **Advisers' Costs** to defend motoring prosecutions in respect of an offence, punishable by penalty endorsement only, arising from **Your** use of the **Vehicle**. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome.

What is not insured:-

Claims

- a) For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving or being in control of the **Vehicle** whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.
- b) For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy

- c) For parking offences for which **You** do not get penalty points on **Your** licence
- d) For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence

Definitions

You/Your

Uninsured Loss Recovery & Personal Injury: The person responsible for insuring the **Vehicle** declared to Us and the authorised driver.

Motor Prosecution Defence: The person responsible for insuring the **Vehicle** declared to **Us**.

Period of Insurance

The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

Premium

The **Premium** paid by **You** for this policy.

Road Traffic Accident

A traffic accident in the **Territorial Limits** involving the Insured **Vehicle** occurring during the **Period of Insurance** on a public highway or on a private road or other public place for which **You** are not at fault and for which another party is at fault.

Territorial limits

The United Kingdom, the Channel Islands and the Isle of Man.

Advisers' Costs

Reasonable legal fees and disbursements incurred by the **Adviser** or other legal representative with **Our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred by the **Insurer** in using a nominated **Adviser** of **Our** choice.

Legal Action

The pursuit of civil proceedings and appeals against judgement following a **Road Traffic Accident** involving the **Vehicle**; the defence of criminal motoring prosecutions in relation to the **Vehicle**.

Court Proceedings

The Service of **Court Proceedings**

Maximum Amount Payable

The **Maximum Amount Payable** in respect of an **Insured Event** which is:

Uninsured Loss Recovery and Personal Injury:

£100,000

Motor Prosecution Defence: £20,000

Insured Event

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **Insured Event** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

Vehicle

The **Vehicle** declared to **Us** including a caravan or trailer whilst attached.

We/Us/Our

Arc Legal Assistance Ltd who administer this insurance on behalf of the **Insurer**.

Adviser

The panel solicitor or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where **Court Proceedings** have been issued or a conflict of interest arises, another legal adviser nominated by **You**.

Insurer

AmTrust Europe Limited.

Conditional Fee Agreement

If **You** are resident in the United Kingdom, a separate agreement between **You** and the **Adviser**, which waives the **Adviser's** professional fees if **Your** claim for damages is unsuccessful or waives any shortfall in the professional fees the **Adviser** is able to recover.

Collective Conditional Fee Agreement

If **You** are resident in the United Kingdom, a separate agreement between the **Adviser** and **Us**, which waives the **Adviser's** professional fees if **Your** claim for damages is unsuccessful or waives any shortfall in professional fees the **Adviser** is able to recover.

Small Claims Track Limit

If **You** are resident in England or Wales, the most they can claim in the small claims track of the County Court in England and Wales.

Conflict of Interest

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

Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract

Exclusions

1) There is no cover:-

- a) Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance.
- b) Where **You** fail to give proper instructions to **Us** or the **Adviser** or respond to a request for information or attendance by the **Adviser** within a reasonable period of time.
- c) Where an estimate of the **Advisers' Costs** is greater than the amount in dispute
- d) Where **Your** act or omission prejudices **Yours**, or the **Insurer's** position in connection with the **Legal Action**.
- e) Where **Advisers' Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval.
- f) For **Advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- g) For the amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have elected to use an **Adviser** of **Your** own choice.
- h) Where **You** have alternative legal expenses cover.
- i) For claims made by or against the **Insurer, Us** or the **Adviser**.
- j) For any claim where at the time of the **Insured Event, You** were disqualified from driving did not hold a licence to drive or the **Vehicle** did not have a valid MOT certificate, procure valid vehicle tax or Road Fund Licence or comply with any laws relating to its ownership or use.
- k) Arising from an allegation of a deliberate criminal act (including an allegation of violence) or omission by **You**.
- l) Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity.
- m) For any claim arising from racing, rallies, competitions or trials.
- n) For **Advisers' Costs** beyond those for which **We** have given **Our** prior written approval.
- o) For an application for Judicial Review.
- p) For appeals without the prior written consent of **Us**.
- q) Prior to the issue of **Court Proceedings**, for the costs of any legal representative other

than those of the **Adviser** unless a **Conflict of Interest** arises.

- r) For **Advisers' costs** incurred in claims relating to the amount of **Advisers' Costs**.
- s) For any **Legal Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made misrepresentations to the **Adviser**.
- t) For **Advisers' Costs** incurred in Part 8 Costs Proceedings under the Civil Procedure Rules
- u) For **Advisers' Costs** where the member is entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy
- v) For **Your** solicitors own costs where **Your** claim is being pursued under a **Conditional Fee Agreement**
- w) Where **You** should have reasonably realised when purchasing this insurance that a claim under this insurance might occur
- x) For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence
- y) For claims involving a novel point of law

2) Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any Right or remedy of a Third Party which exists or is available other than by virtue of this Act.

Conditions

1) Claims

- a) **You** must notify claims as soon as possible within 180 days of the **Insured Event**.
- b) **We** shall appoint the **Adviser** to act on **Your** behalf.
- c) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- d) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If **Court Proceedings** are required or a **Conflict of Interest** arises, and **You** wish to nominate an **Adviser** to act for **You, You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must:-
 - i) Confirm in writing that he will enable **You** to comply with **Your** obligations under this insurance.

- ii) Agree with Us the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an alternative adviser and this nomination shall be binding.
- e) The **Adviser** will:-
 - i) Provide a detailed assessment of **Your** prospects of success including the prospects of enforcing any judgement obtained without charge.
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) Keep **Us** regularly advised of **Adviser's costs** incurred.
 - iv) Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for legal costs unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) Attempt recovery of costs from any third parties.
 - vii) Agree with **Us** not to submit a bill for **Adviser's costs** to the **Insurer** until conclusion of the **Legal Action**.
- f) In the event of a dispute arising as to costs We may require **You** to change **Adviser**.
- g) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- h) **You** shall supply all information requested by the **Adviser** and **Us**.
- i) **You** are liable for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.
- j) **We** may require the **Adviser** to enter into a **Conditional Fee Agreement** (as regulated by The Conditional Fee Agreements (Revocation) Regulations 2005) with **You**.

2) Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

3) Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4) Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

5) Disclosure Breach

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

6) Fraud

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

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

7) Other Insurances

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

8) Cancellation

You may cancel this insurance at any time by writing to and providing fourteen days written notice to **Your** insurance adviser.

Your insurance adviser or **Us** may cancel the insurance by giving fourteen days' notice in writing to **You** at the address shown on the schedule, unless otherwise a change of address has been notified to **Your** insurance adviser. No refund of **Premium** shall be made.

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

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

9) English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

10) Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

To Make a Claim

Uninsured Loss Recovery & Personal Injury

You should call **0344 844 0892** to report a claim. Details of **Your** claim will be passed to the **Adviser** who will contact **You** to discuss any uninsured loss or personal injury claims or any assistance **You** require in relation to a hire car or Vehicle repairs.

Motor Prosecution Defence

You should telephone **0344 770 1040** helpline number to obtain advice and request a claim form. Alternatively, **You** can submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Upon return of a completed claim form **We** will assess the claim and if covered, send details to the **Adviser** who will then contact **You** directly.

Unless a **Conflict of Interest** arises **You** are not covered for legal fees incurred before **Court Proceedings** are issued unless **You** use **Our** panel solicitor or their agents which **We** will appoint to act for **You**.

Privacy and Data Protection Notice

1) Data Protection

Arc Legal Assistance 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 www.arclegal.co.uk

2) 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), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3) 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** Privacy Statement, which is available to view on the website address detailed above.

4) 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 may include, where necessary, 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.

5) 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.

6) 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 seven (7) 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**, please see website for full address details.

Customer Service

We aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **You** are not satisfied with the delay, **You** may refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**, or before **We** have investigated the complaint if both parties agree.

Arc's contact details are:

Arc Legal Assistance Ltd
P O Box 8921
Colchester
CO4 5YD
Tel **01206 615000**
Email **customerservice@arclegal.co.uk**

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel **08000 234567**
Email **complaint.info@financial-ombudsman.org.uk**

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at **www.fscs.org.uk** or by phone on **0800 678 1100** or **020 7741 4100**

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website **www.fca.org.uk/register** or by contacting the Financial Conduct Authority on **0800 111 6768**.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at **www.fca.org.uk**.

General Exclusions

General Exclusions apply to the whole of YourDay Driver policy

Your policy does not cover the following -

- (1) any accident, injury, loss or damage while Your vehicle is being:
 - used otherwise than for the purposes described under the "Limitations as to Use" section of Your effective Certificate of motor insurance
 - driven by You unless You hold a licence, issued by the DVLA, to drive Your vehicle or have held and are not disqualified from holding or obtaining such a licence
 - driven by You unless You hold any other driving licence required by law to drive Your vehicle for the purposes for which it is being used
 - driven by anyone else with Your general consent who to Your knowledge does not have a licence issued by the DVLA to drive Your vehicle has never held one or is disqualified from holding or obtaining such a licence
 - driven by anyone else with Your general consent who to Your knowledge does not have any other driving licence required by law to drive Your vehicle for the purposes for which it is being used
 - driven by any person other than as described under the section of Your effective Certificate of motor insurance headed "Persons or Classes of Persons entitled to drive", except that cover will not be withdrawn
 - (i) While Your vehicle is in the custody or control of a member of the motor trade for the purposes of overhaul, upkeep or repair
 - (ii) If the injury, loss or damage was caused as a result of Your vehicle being stolen or having been taken without Your consent or other lawful authority
 - (iii) If the person driving does not have a driving licence and You had no knowledge of such deficiency.
- (2) any liability You have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
- (3) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss resulting; or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (4) any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts.
- (5) any consequence whatsoever which is directly or indirectly, wholly or in part, the result of, caused by, arising from or in connection with any Cyber Act except to the extent that We must provide cover under The Road Traffic Acts.
- (6) any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data except to the extent that We must provide cover under The Road Traffic Acts.

General Conditions

General Conditions apply to the whole of Your Day Driver Policy

Claims procedure

- (1) As soon as reasonably possible after any accident, injury, loss or damage, You or Your legal personal representative must telephone Us with the full details of the incident. Any communication You receive about the incident should be sent to Us immediately.
You or Your legal personal representative must also let Us know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or fatal enquiry.
- (2) You, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without Our written consent. If We want to, We can take over and conduct in Your name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for Our own benefit to recover any payment We have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give Us all the information and assistance necessary for Us to achieve settlement.
- (3) Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, We may, at any time, pay You the full amount We are required to pay under the policy (less any sums We have already paid in compensation) or, any lesser amount for which such claim or claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them.
We will, however, be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

Cancellation

- (a) You may cancel this policy at any time after the date We have received the premium, by providing 7 days notice in writing to Us.
- (b) If there is a default under Your credit agreement, arranged through Your broker or Q Underwriting, which finances this policy, we, or any agent appointed by Us and acting with Our specific authority may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your credit agreement, arranged through Your broker or Q Underwriting.

If Your policy is cancelled under (a) or (b) above and provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current period of insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (c) Where there is no credit agreement, arranged through Your broker or Q Underwriting, to finance this policy, We will cancel this policy from the inception date if the

- (d) premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (e) We may also cancel this policy at any time by sending not less than 7 days notice in writing to Your last known address.
We will refund a proportionate part of the premium for the unexpired period provided that there have been no
 - (i) claim(s) made under the policy for which We have made a payment,
 - (ii) claim(s) made under the policy which are still under consideration,
 - (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Usduring the current Period of Insurance.

Other insurance

If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, We will only pay Our share of the claim.

This provision will not place any obligation upon Us to accept any liability under Section 2 which We would otherwise be entitled to exclude under Exclusion 1 to Section 2.

Your duty to prevent loss or damage

You must at all times:

- (a) take all reasonable steps to safeguard Your vehicle from damage
- (b) maintain Your vehicle in a roadworthy condition
- (c) allow Us free access to examine Your vehicle
- (d) maintain any Advanced Driver Assisted Systems and their components in accordance with the original vehicle manufacturers technical specifications
- (e) take reasonable steps to ensure that any Advanced Driver Assisted Systems are in full working order following an incident involving Your vehicle where You or any other person entitled to indemnity under this policy knew or should reasonably suspect that the functionality of such systems may have been compromised or become ineffective
- (f) install any Safety Critical Software updates made available by and/or approved by, the original vehicle manufacturer of Your vehicle that You, the driver or any occupant of Your vehicle ought to reasonably be aware of
- (g) only ever modify, install, or permit the installation or alteration of the vehicle's Software that is made available by and/or approved by the original vehicle manufacturer of Your vehicle.

Arbitration

Where We have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between You and Us in accordance with the law at the time. When this happens, a decision must be made before You can take any legal action against us.

Non Disclosure, Misrepresentation or Misdescription

1. Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
 - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

2. Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We
- may cancel this policy with effect from the date
- of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
 - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
 - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the cover provided for such person with
- (4) effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

Monthly premiums

In the event of a total loss claim under this policy, all remaining monthly premiums for the period of the insurance contract will immediately become due. We reserve the right to deduct this amount from the claims settlement.

Payments made under compulsory insurance regulations and rights of recovery

If the law in any country in which this policy operates requires Us to settle a claim which, if this law had not existed We would not be obliged to pay, We reserve the right to recover such payments from You or from the person who incurred the liability.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk.

Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but We recognise that things do go wrong occasionally.

We take all complaints We receive seriously and aim to resolve all our customers' problems promptly. To ensure that We provide the kind of service You expect We welcome Your feedback. We will record and analyse Your comments to make sure We continually improve the service We offer.

What will happen if You complain?

We will acknowledge Your complaint promptly. We aim to resolve complaints as quickly as possible. Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact You with an update within 10 working days of receipt of Your complaint, and will give You an expected date of response.

What to do if You are unhappy

If You are unhappy with any aspect of the handling of Your insurance We would encourage You, in the first instance, to seek resolution by contacting Your Insurance Advisor

If You are unhappy with the outcome of Your complaint, You may refer the matter to the Financial Ombudsman (FOS) at:
The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: **0800 023 4567** (calls from UK landlines and mobiles are free) or **0300 123 9123**

Or simply log on to their website at www.financial-ombudsman.org.uk

Whilst We are bound by the decision of the FOS, You are not. Following the complaints procedure does not affect Your right to take legal action.

Use of Language

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

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If You require any of these formats please contact Your insurance broker.

Your Data

To see how **Q underwriting** use your personal data, see our Privacy Notice www.Qunderwriting.com/privacy

To see how **Aviva** use your personal data, see their Privacy Notice www.aviva.co.uk/privacypolicy

