

Your Private Car Insurance Policy

This insurance is a **Contract of Indemnity** between the **insurer** and **you**, the insured. The basis of this **contract** is the information **you** have given for the purpose of entering into the **contract** and that information must be true to the best of **your** knowledge and belief.

The **contract** will be in force for any **period of insurance** for which **you** have paid or agreed to pay and **we** have accepted or agreed to accept the premium.

In return the insurer will insure **you** against those losses and liabilities detailed in the policy documents during the period referred to in the **schedule** to the policy and during any further period for which the insurer may accept premium.

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

If the law of any country in which **you** are covered by this policy says **we** must settle a claim which **we** would not otherwise have paid **we** can ask **you** or the person who incurred the liability to pay **us** that amount.

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AUTHORISED SIGNATORY ON BEHALF OF YOUR INSURER



Alexander Dunn

What the terms mean:

Where We explain what a word means that word will have the same meaning wherever it is used in the policy or schedule. These words are highlighted by the use of bold print.

Administrator

BDML Connect Limited,
The Connect Centre,
Kingston Crescent, Portsmouth,
Hampshire PO2 8QL.
email: enquiries@bdml.co.uk

Certificate of Motor Insurance

The proof that **You** have motor insurance needed by law, any details of the individuals insured, and those who are allowed to drive **your car**.

Contract

This insurance is made up of four important documents:

- 1) this Insurance Booklet
- 2) the **Certificate of Motor Insurance**
- 3) the **schedule**
- 4) the **Proposal Form or Statement of Insurance**

All four documents should be read together as part of the contract.

Excess

An amount **you** may be obliged to pay in the event of a claim that is shown on **your schedule**.

Great Britain

England, Wales and Scotland.

Indemnity

A legal principle which requires that after a loss **you** are placed in the same financial position that **you** occupied immediately before the event.

Market Value

The cost of replacing **your car** with one of a similar make, model, history, age and condition.

Period of Insurance

The dates shown on **your current Certificate of Motor Insurance** and **schedule**.

Proposal Form

The application form signed by **you** and upon which this **Contract** is based.

Schedule

The document which shows details of **your car**, the level of cover provided, and all **excesses**.

Statement of Insurance

The document containing information supplied by **you** and upon which this **contract** is based.

Third Party

Any person other than **you**, or any person for whom cover is provided, by this insurance, or **us**.

United Kingdom (UK)

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

Voluntary Excess

An amount **you** have volunteered to pay, for which **You** may receive a reduction in **your premium**. This may be in addition to other policy **excesses** and is shown on **your schedule**.

We, Our, Us, Insurer

The authorised Insurer or Lloyd's syndicate shown at the foot of the **Certificate of Motor Insurance** and/or on the current **schedule**.

All **insurers** are authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at www.fsa.gov.uk/register or can be contacted on 0845 606 1234.

Your car

The vehicle shown on **your current Certificate of Motor Insurance** and **schedule**.

You, Your, Yourself

The person named as the Insured in the insurance documents.

How to identify your cover

COMPREHENSIVE

If **your schedule** says that **you** have Comprehensive cover - then ALL PARTS of this document APPLY.

THIRD PARTY FIRE & THEFT

If **your schedule** says that **you** have Third Party Fire and Theft cover - then PARTS 3, 5, 6, 7 & 8 of this document DO NOT APPLY.

You must make sure **you** have the cover **you** need under this insurance.

Please read carefully and contact the **administrator** immediately if there is anything **you** do not understand or agree with.

Statement of Demands and Needs

This product meets the demands and needs of those who wish to ensure that in the event of being involved in a motor accident, claims against them by third parties for personal injury or damage to property during the policy term will be covered.

Cover may be extended to include, fire, theft and accidental damage to the insured vehicle. The decision to take this product is entirely the customer's and therefore **we** cannot offer **you** a personal opinion or recommendation to take it.

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THIRD PARTY ONLY

If **your schedule** says that **you** have **Third Party Only** cover - then PARTS 2, 3, 4, 5, 6, 7 & 8 of this document DO NOT APPLY.

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Legal Liability to Third Parties

WHAT IS COVERED

This policy covers **you** for all sums **you** become legally liable to pay for death of or injury to any person and damage to any other person's property as a result of an accident involving **your car** detailed in the current **Certificate of Motor Insurance** and **schedule**.

This cover will also apply to **you** only if **you** are driving any other car which **your Certificate of Motor Insurance** permits **you** to drive and which is not owned by **you**. Note that there is no cover for loss of or damage to that other car.

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This cover also applies whilst a trailer or disabled mechanically propelled vehicle is attached to **your car**. Note that there is no cover for loss of or damage to that trailer or disabled mechanically propelled vehicle.

We will (with **your** approval) also give this cover to:

- any driver covered by **your Certificate of Motor Insurance** and **schedule** who is driving **your car** with **your** permission;
- any person travelling in or on, or getting into or out of **your car**;
- any person using, but not driving, **your car** with **your** permission for social, domestic or pleasure purposes;

- **Your** employer or business partner, or that of **your** spouse or civil partner, but not if the car which gives rise to the liability is owned by or hired to that employer or partner, unless it is the car specified in the **schedule** and **Certificate of Motor Insurance**;

- the legal, personal representative of any person who has died, but who was covered under this part of the policy.

We will also pay the following expenses where **you** have **our** written permission to claim:

- solicitors' fees if anyone **we** insure is represented at a coroner's inquest or fatal accident inquiry or is defending any proceedings in a high court or above; or
- legal services to defend anyone **we** insure in the event of proceedings being taken for manslaughter, reckless or dangerous driving causing death;
- other costs incurred with **Our** prior written approval.

We will only pay these legal costs if they relate to an incident that is covered under Part 1 of this policy.

If **your Certificate of Motor Insurance** includes business use, **we** will cover **your** employer if an accident happens when **your car** is being used on business.

We will pay for emergency treatment charges set out in the Road Traffic Acts. If this is the only payment **we** make, it will not affect **your** no claim discount.

WHAT IS NOT COVERED

We will not give cover:

- to anyone driving **your car** who has never held a licence to drive it or who is disqualified from holding or obtaining such a licence;
- to anyone who is not driving **your car** if that person knows that the driver never held a licence to drive it or is disqualified from holding or obtaining such a licence;
- to any person other than **you** who is entitled to cover under any other policy;
- to anyone who fails to comply with all of the terms and conditions of this policy in so far as they may apply;
- for death of or injury to any person arising out of and in the course of that person's employment by the person claiming under this Part of the policy except where such liability is required to be covered by the Road Traffic Acts;
- for damage, loss of use, or other loss to any car which is covered by this Part of the policy or any property which **you** or anyone else driving **your car** owns or is responsible for, or any trailer, caravan, or vehicle (or the contents thereof) while being towed or attached to **your car**.

Any amount over £20,000,000 for any one claim or series of claims arising from one event that causes loss or damage to property. This limit is inclusive of all costs and expenses up to £5,000,000.

These limits do not apply to claims occurring in other countries where the Territorial Limits and Green Card Part of this policy is

operative if the maximum liability required by law in that country is greater.

PART 2

Your Car - Fire, Theft or Attempted Theft

WHAT IS COVERED

We will pay for loss of or damage to **your Car**, and its accessories and spare parts while they are either fixed to or in **your car** or in **your** private garage, caused by fire, theft, or attempted theft.

Loss of or damage to **your car** under this part of the policy is covered whilst **your car** is with a member of the motor trade for its upkeep, overhaul or repair.

If **your car** is un-drivable as the result of damage covered by this part of the policy **we** will pay the reasonable cost of taking it from the scene of the incident to the nearest competent repairer. After repairs **we** will pay the reasonable cost of delivering it to **your** address in the **United Kingdom**.

If **you** want, **we** will replace **your car** with a new car of the same make, model and specification if:

- **You** are the first registered keeper of the car; and
- **Your car** is under 12 months old at the time of the loss; and either
- **Your car** is stolen and not recovered within 28 days of **you** telling **us** about the theft; or
- the damage estimated by **us** is more than 60% of the current list price.

If **we** do replace **your car**, **your** old car will belong to **us**.

If the exact model of **your car** is not available, **we** will pay **you** instead as shown in the part **what do we pay?** on page 7.

We will pay up to £150 for loss or damage to audio or radio equipment, after taking off **your excess**. If this equipment forms part of the original vehicle specification and was fitted by the manufacturer or the manufacturer's approved dealer, the amount of cover is unlimited after taking off **your excess**.

WHAT IS NOT COVERED

We will not pay for any of the following:

- the **excess** of every claim made under this part unless at the time of the loss or damage **your car** was in a locked garage which has been subjected to forcible and violent entry or exit;
- loss of value, wear and tear, or mechanical, electrical, electronic or computer failure or breakdown;
- loss of use of **your car**;
- loss of or damage to your vehicle as a result of legal repossession.
- theft, or attempted theft, if **your car** keys are left in or on **your car**.
- any loss or damage caused by theft or attempted theft if the security system fitted to your vehicle at the time of the loss was not activated and working properly. All keys used to activate/deactivate the alarm/immobiliser fitted to your car must be submitted to your insurer with the claim form.
- theft, or attempted theft, that involves somebody using trickery or deception to get **your car**.
- any reduction in the value of **your car** as a result of it having been repaired.
- any extra costs caused by the parts or replacements not being available in

the **United Kingdom**.

- confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

PART 3

Your Car - Accidental Damage

WHAT IS COVERED

We will pay for accidental damage to **your car** and its accessories and spare parts while they are either fixed to or in **your car** or in **your** private garage, which is not caused by fire, theft or attempted theft.

Loss of or damage to **your car** under this Part of this Policy is covered whilst **your car** is with a member of the motor trade for its upkeep, overhaul or repair.

If **your car** is un-drivable as the result of damage covered by this part of the Policy **we** will pay the reasonable cost of taking it from the scene of the incident to the nearest competent repairer. After repairs **we** will pay the reasonable cost of delivering it to **your** address in the **United Kingdom**.

If **you** want, **we** will replace **your car** with a new car of the same make, model and specification if:

- **You** are the first registered keeper of **your car**; and
- **Your car** is under 12 months old at the time of the loss; and
- **Your car** suffers damage estimated by **us** which is more than 60% of the current list price.

If **we** do replace **your car**, **your** old car will belong to **us**. If the exact model of car is not available, **we** will pay **you** instead as shown in the part **what do we pay?** on page 7.

We will pay up to £150 for loss or damage to audio or radio equipment, after taking off **your excess**. If this equipment forms part of the original vehicle specification and was fitted by the manufacturer or the manufacturer's approved dealer, the amount of cover is unlimited after taking off **your excess**.

WHAT IS NOT COVERED

We will not pay for any of the following:

- the total **excess** shown on **your schedule**;
- loss of value, wear and tear, mechanical, electrical, electronic or computer failure or breakdown;
- loss of use of **your car**;
- damage that occurs if the car keys are left in or on **your car**;
- damage to tyres by braking, punctures, cuts or bursts;
- any reduction in the value of **your car** as a result of it having been repaired;
- any extra cost caused by the parts or replacements not being available in the **United Kingdom**;
- confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

PART 4 & 5

What do We pay & Breakage of Glass

(PART 4)

What do we pay?

At **our** choice **we** will pay:

- the cost of repairing **your car**; or
- the cost of replacing **your car**; or
- the amount of the loss of or damage to **your car**.

The most **we** will pay is the **market value** of the vehicle immediately before the loss or damage.

If **your car** is under a hire purchase or leasing agreement, **we** will pay the owner named in the agreement. When **we** have done this **our** responsibility under the **contract** will end.

We will not pay more than the manufacturer's list price for any part or accessory (plus the reasonable cost of fitting).

If **we** settle the claim as a total loss, **we** can keep what is left of **your car** (the salvage).

(PART 5)

Repair or replacement of glass

WHAT IS COVERED

If breakage of glass in windscreen, glass sunroof and windows is covered by **your** policy **we** will also pay for damage to the paintwork of **your car** caused by broken glass. If no other damage has happened, the claim will not affect **Your** no claim discount.

Glass replacement/repair

Tel: 0844 561 1733

If our approved glass repairer replace the glass, cover is unlimited and **you** pay only the **excess**. If our approved glass repairer repair the glass, cover is unlimited and **you** do not have to pay any **excess**.

WHAT IS NOT COVERED

We will not pay:

- the **excess**;
- more than £150, after taking off **your excess**, if the windows, glass sunroof or windscreens are replaced by any company other than our approved glass repairer

PART 6, 7 & 8

Personal Belongings, Personal Accident & Medical Expenses

(PART 6)

Personal Belongings

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WHAT IS COVERED

We will pay **you**, or at **your** request the owner of the property, up to £100 for clothing and personal belongings if they are stolen or damaged while they are in **your car**.

WHAT IS NOT COVERED

We will not pay for any of the following:

- money, stamps, tickets, documents or securities;
- goods, samples or any equipment carried in connection with any trade or business;
- property insured under any other contract of insurance;
- theft of items carried in an open or convertible car, unless kept in a locked boot.

(PART 7)

Personal Accident

WHAT IS COVERED

We will pay £5,000 if **you**, or **your** Spouse or Civil Partner, or both of **you** are injured as a result of an accident during the **period of insurance**, while travelling in or getting into or out of any private motor car, and the accident results within three months in:

- death; or
- loss of any limb; or
- permanent loss of all sight in one or both eyes.

The most **we** will pay for any one person is £5,000. **we** will only pay **you** under one contract in any one **period of insurance**.

We will also pay £2,500 in respect of any other person who dies as the direct result of an accident while travelling in or getting into or out of **your car**.

WHAT IS NOT COVERED

- Anyone who is under the age of 16 or over the age of 75.
- Death or injury caused by suicide or attempted suicide.
- Anyone who is under the influence of alcohol or drugs at the time of the accident.

(PART 8)

Medical Expenses

If there is an accident and anybody in **your car** is injured, **we** will pay medical expenses of up to £200 for each person injured. If this is the only payment **we** make it will not affect **your** no claim discount.

Territorial Limits and Green Cards

Where your cover applies

The cover shown on the **schedule** to this policy applies throughout the **United Kingdom** and when **your car** is in transit within the **United Kingdom** or between ports in the **United Kingdom**.

In addition this policy gives the minimum cover required by law to use **your car** in:

- any country which is a member of the European Union (EU);
- any other country which the Commission of the European Union approves as meeting the requirements of Article 7(2) of the European Union Directive on Insurance and Civil Liabilities arising from the use of motor vehicles (No.72/166/CEE).

Please call the **administrator** for clarification.

Travelling abroad - what to do

If **you** are going to use **your car** abroad and want **your** full policy cover, contact the **administrator** to confirm the dates **you** will be travelling and the countries **you** will be visiting.

If **you** intend to tow a caravan or other trailer please have details to hand as they may need to be shown on the Green Card that **we** may need to issue.

When **we** send **you** a Green Card **we** will extend your policy cover for foreign travel for up to 90 days in any one **period of insurance**.

We will make an administrative charge for each Green Card or confirmation that the policy cover has been extended.

We will also provide cover while **your car** is being transported by rail, air, inland waterway, the Channel Tunnel or by a recognised sea route to any country where this insurance operates and the journey time does not normally exceed 65 hours.

If **your car** becomes undrivable as a result of loss or damage covered by this policy

We will also pay the reasonable cost of delivering it to **your** address in the **United Kingdom**.

We will also pay customs duty if **your car** is damaged and **we** decide not to return it to this country after **you** make a claim on **your contract**.

Making a Claim

If **you** need to make a claim, phone the Customer Claim Line telephone number shown on the back cover of this policy.

Four important points to help you after an accident:

- make a note of the registration number of any vehicles involved, and any witnesses;
- do not admit responsibility;
- ask for the names, addresses and telephone numbers of all people involved and details of any property damaged;
- if anyone other than **you** is injured in the accident, **you** must show **Your Certificate of Motor insurance** to the police. If **you** cannot do this at the time of the accident, take it to the police as soon as possible or within 24 hours.

No Claim Discount

If nobody has made a claim against this policy during the current insurance year, **we** will give **you** a discount according to the current scale at the time of renewal of this policy.

If **we** make a payment that **you** cannot get back from another person, **we** will reduce **your** no claim discount even if **you** were not to blame.

No claim discount will be reduced in accordance with the **insurer** scale applicable at such a time and shown on the **schedule**.

Your no claim discount will not be affected in the following circumstances:

- if **you** only claim for a broken windscreen or windows;
- if **we** only have to pay an emergency medical treatment fee.

You cannot transfer **your** no claim discount to someone else.

If more than one car is insured under this document, **we** will treat each car separately for the purpose of **your** no claim discount.

Protected no claim discount

Please see **your schedule**.

Conditions

Cancelling your Policy

The **administrator** or **we** may cancel **your** policy by giving **you** 7 days' notice by letter to **your** last known address.

14 day 'cooling off period'

If **you** wish to cancel this policy within 14 days of receipt of the policy documents **you** may do so by calling or writing to the **administrator** and returning **your certificate of motor insurance**.

Where this happens **you** will receive a proportionate refund of the premium paid for the unexpired portion of the period of cover less any agreed charges detailed in the **administrator's** terms of business, unless a total loss claim has been reported and then the premium in full must be paid.

If this policy is cancelled following a total loss of the insured car, and the premium is being paid by installments, **we** may deduct the outstanding balance (including interest charges) from the claim payment. If payment is made to the owner of the car **we** will collect separately from **you** the outstanding monies.

Cancellation after 14 days

A proportionate refund of any premium paid (less agreed charges) will be allowed providing that:

- **you** have not claimed in the current **period of insurance**; and
- **you** have paid the premium in full; and
- **you** have returned the **certificate of motor insurance**.

If **you** or **we** cancel this policy and there has been a total loss claim during the current **period of insurance** and the premium is being paid by installments, the outstanding balance including interest charges will become payable by **you**.

If you miss a premium

If **you** do not pay a premium on the due date the **administrator** reserves the right to declare **your** policy cancelled as from that due date. In this context '**due date**' will include the date upon which a premium installment was due.

Claims Procedure

You must:

- notify **us** of any accident and provide **us** with full details as soon as possible;
- send **us** any correspondence **you** receive (including any writ or summons) without delay and unanswered;
- tell **us** about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this policy;
- not admit responsibility or make any offer or promise without **our** written permission;
- co-operate fully with **us** on all matters concerning the handling and settlement of any claim.

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We will take over and defend or settle any claim or take proceedings at **our** own expense and for **our** own benefit to recover any payment **we** have made under this policy.

Arbitration

If a claim has been accepted but there is disagreement over the amount to be paid, **we** may refer the matter to an arbitrator in accordance with statutory provisions. The arbitrator must decide on the amount before **you** can start legal action against **us**.

Right of recovery

The law of any country in which this contract applies may make **us** pay amounts which are not covered by this **Contract**. **You** or the person responsible must refund these amounts.

Law applicable to the contract

You and **we** are free to choose the law applicable to this **contract** but in the absence of agreement to the contrary the law of the country in which **you** are resident at the time of the **contract** will apply. If **you** are not resident in the **United Kingdom**, the law which will apply will be the law of England and Wales.

Other insurance

If **you** have other insurance which would cover a claim made under this policy, **we** will only pay **our** share of the claim. This does not apply to Personal Accident under Part 7 of this policy.

Looking after your vehicle

You must take all reasonable precautions to:

- prevent injury, loss or damage; and
- keep **your car** in a roadworthy condition.

When left unattended, **your car** must be locked and secure and the ignition key removed.

If **you** do not do this, **we** may not pay a claim.

Provisional licence

When **your car** is being driven by a provisional licence-holder they must meet all the conditions of the licence.

Changes to your details

You must tell the **administrator** immediately if there are any material changes during the **period of insurance** that might affect **your** insurance. These include:

- **Your** job (including details of any part-time occupation);
- **Your** address or the address where **you** keep **your car**;
- what **you** use **your car** for;
- any modifications to **your car**.

This is not an exhaustive list and if **you** are in any doubt, please contact the **administrator**.

A charge for any change to **your contract** will be made.

Changing your car

If **you** replace **your car** or get an additional car **you** must tell the **administrator** immediately because the only car covered by this policy is the one **you** told **us** about and **we** accepted, as shown in **your** current **schedule**.

Governing law

We will not be liable for any proceedings or judgement made in any court outside the **United Kingdom**, unless the judgement comes from a court of a foreign country to which **we** have agreed to extend cover.

Hire Purchase

If, to **our** knowledge, **your** car is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to **us**.

Car sharing

This **Contract** covers **you** using **your car** for carrying passengers and receiving money for social or similar purposes as long as:

- the car does not carry more than the permitted number of persons for the car to operate safely; and
- the passengers are not being carried as part of a business; and
- **You** do not make a profit from the total amount paid for the journey.

Keeping to the terms of this policy

We will only give cover under this policy if:

- any person claiming under it has met all the conditions in the **contract** in so far as they can apply; and
- the information given and the declaration accepted on the **Proposal Form** or **statement of insurance** are complete and correct to the best of **Your** knowledge and belief.

Exceptions

This policy does not cover:

- any injury, loss or damage occurring while **your car** is being:
 - a) driven by any person or used for any purpose not allowed by the **Certificate of Motor Insurance**;
 - b) driven by **you**, unless **you** hold a licence to drive **your car**, or have held a licence and are not disqualified from holding or obtaining one;
 - c) driven with **your** consent by any one who **you** know does not hold a licence to drive **your car** unless they have held a licence and they are not disqualified from holding or obtaining one.
- loss of or damage to **your car** caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
- any loss or damage caused by:
 - a) earthquake;
 - b) riot and civil commotion happening outside of the **United Kingdom**;
- any liability that **you** have agreed to accept unless **you** would have had that liability anyway;
- any consequence of war, invasion, act of foreign enemy, hostilities (whether war is or is not declared), civil war, rebellion, revolution, insurrection or military or usurped power, other than as required by the Road Traffic Acts;

- any loss or destruction of or damage to any property or any resulting loss or expense and or any legal liability, directly or indirectly caused by or contributed to or arising from:

- a) ionising radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

- any accident, injury, loss or liability of any kind arising from the use of any vehicle in or on any part of an aerodrome or airport, airfield or establishment provided for the take-off and landing of aircraft or the movement of aircraft on the surface; aircraft parking aprons including the associated surface road and ground equipment parking areas, or those parts of passenger terminals of an international airport which come within the Customs examination area. These excluded areas do not include public car parking areas or access roads leading to them which are open to public use.

Fraudulent claims

If **you** or any other person knowingly makes a claim under this **contract** that is false, fraudulent or exaggerated, **we** will not pay the claim, all cover will end and no refund of premium will be allowed.

Complaints Procedure

BDML Connect, the **administrator**, is proud of its reputation for fairness in the way we deal with our policy holder. However, occasionally disputes or misunderstandings can happen. If **you** have any enquiry or complaint about us or **your** policy or a claim made under it, **you** should first phone Customer Services on the telephone number on the back cover of this policy.

Or write to...

The Quality Manager
BDML Connect Ltd
The Connect Centre
Kingston Crescent
Portsmouth
PO2 8QL

Email: complaints@bdml.co.uk

Please include **your** name and address to help us deal quickly with **your** enquiry.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further.

If **your** complaint is against the **insurer**, the **administrator** will provide **you** with details so that **you** can contact the Chief Executive of the **insurer** identified in **your** current **schedule** and **Certificate of Motor Insurance**. If the **insurer** concerned is a Lloyd's Syndicate **you** can contact:

Policyholder & Market Assistance
Department, One Lime Street,
London EC3M 7HA

Email: complaints@lloyds.com

Tel: 020 7066 1000
Fax: 020 7066 1099

If the **administrators** or the **insurer** have given **you** a final response and **you** remain dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS).

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Tel: 0845 0801800

Please note that **you** have six months from the date of the final response in which to refer **your** complaint to the FOS. Referral to FOS will not affect **your** right to take legal action against **us** or the **insurer**.

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

Financial Services Compensation Scheme (FSCS)

If **we** or **your insurer** were unable to meet **our** obligations **you** might be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about the Scheme is available from the FSCS website at www.fscs.org.uk or by calling **us**.

For details of the Complaints Procedure for Motor Legal Protection please see Part - 15.

Optional Motor Legal Protection

Your policy schedule will indicate if you have taken out cover under this Part of the policy.

Cover under this Part of the policy is administered by Arc Legal Assistance Limited (Arc Legal) on behalf of the Underwriters Inter Partner Assistance SA, a wholly owned division of AXA Assistance SA and part of the Global AXA Group

In the event of a claim, Arc Legal's panel solicitor or their agents will be appointed to handle your claim. You are not covered for any other professional advisors' fees unless Court Proceedings are issued.

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Statement of Demands and Needs

This section of the policy meets the demands and needs of those who wish to ensure that their **legal costs** are insured in either defending a motoring prosecution against them or pursuing a claim for **uninsured losses** against another person who has caused them to suffer such losses as a result of an Insured Event occurring within the **period of insurance**.

Definitions

The following definitions apply only to this Part of the policy:

Insured/ You

The Insured and any person stated on the current Certificate of Insurance and authorised by the **member** to drive or to be a passenger in or on the **insured vehicle**.

Insured Event

An event causing loss or damage to an **insured vehicle** or injury to an **insured** person whilst such a person is in, on, mounting or dismounting from the **insured vehicle** which takes place within the **territorial limits** other than events caused by mechanical failure of the vehicle during the **period of insurance**.

Insured Vehicle

A vehicle owned by the **member** and specified under your Certificate of Motor Insurance issued in conjunction with this policy.

Legal Costs

The reasonable and properly incurred fees, expenses, costs and disbursements by or on behalf of the **insured** and authorised by **us** in pursuing or defending a claim under this part of the policy; and the costs of a third party for which the **insured** is either held liable by court order or are agreed by **us** and which are incurred in connection with **legal proceedings** covered under this part of the policy.

Legal Proceedings

The pursuit of a claim for damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **territory**, in respect of a matter covered under this policy; and the defence of a motoring prosecution within a court of criminal jurisdiction in the **territory**.

PART 15 *continued*

Legal Representative

The solicitors or other qualified experts appointed by **us** to act for the **insured** in accordance with condition 2 of this Part of the policy provided that such solicitors or experts satisfy the following conditions:

- they agree to fund all disbursements and not to claim for the same until the end of the case; and
- they agree not to submit any claim for **legal costs** until the end of the case and to try to recover all **legal costs** from the other party in the action; and
- they agree to report in writing to **us** on any substantive development in the progress of the case.

Limit of Cover

The maximum amount in respect of the pursuit of **uninsured losses** - £50,000; and
The maximum amount in respect of the defence of motoring prosecutions - £5,000.

There is no limit on the number of claims made in the **period of insurance**.

Member

The person named as the policyholder on the Certificate of Motor Insurance, which relates to this policy.

Period of Insurance

The dates shown on your current Certificate of Motor Insurance and Schedule provided the full Motor Legal Protection premium has been paid.

Road Traffic Accident

A traffic accident in the **territory** 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 the **insured** is not at fault and for which another party is at fault.

Territory/ Territorial Limits

In the case of assistance in the recovery of **uninsured losses** and legal defence - the United Kingdom, Eire or mainland Europe west of the Urals; and in the case of replacement vehicle assistance the United Kingdom, meaning England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

We/Us/Our

Arc Legal Assistance Limited of The Gate House, Lodge Park, Lodge Lane, Colchester CO4 5NE acting on behalf of the Underwriters Inter Partner Assistance SA.

Uninsured Losses

Loss arising out of a **road traffic accident** where the said loss is not otherwise covered by insurance and either damage occurs to the **insured vehicle** or any personal effects owned by the **insured** whilst such property is in or on the **insured vehicle** or the **insured** suffers death or bodily injury whilst in or getting into or out of the **insured vehicle**.

How to notify a claim

You should call the customer Claims Helpline telephone number shown on the inside of the back cover of this policy with details of **your** claim.

This facility is intended to simplify and speed up the management and processing of your claim. **we** must be notified of the incident within 180 days of it occurring.

Any Solicitor BDML Connect Limited refer **you** to comply with the Solicitors Code of Conduct 2007 published by the Law Society and is an independent professional from whom **you** will receive impartial and confidential advice. If **you** are involved in an accident that in BDML Connect Limited's view gives rise to a possible claim for recovery of **your** financial losses and compensation for injuries that **you** have suffered, BDML Connect Limited shall refer **your** claim to one of their panel solicitors to investigate whether **you** have a good claim, and if so to pursue it under the terms of **your** Legal Expenses Insurance Policy. BDML Connect Limited use a panel of solicitors so that **we** can monitor and ensure the quality of legal services provided. **You** are free to choose another Solicitor; however, the cost of doing so may not be paid by **us**. In consideration of this referral and to reflect the services that BDML Connect Limited provide the Solicitor will pay BDML Connect Limited a referral fee of £800 if they accept **your** case. This is an arrangement strictly between BDML Connect Limited and the solicitor and it does not affect **you** in any way. It has no effect on the amount of compensation that **you** may recover.

1 **We** will indemnify the **insured** up to the **limit of cover** against the **legal costs** of **legal proceedings** incurred in connection with:

a the pursuit of a claim for **uninsured losses** directly arising from a **road traffic accident**; and/or

b the defence of a motoring prosecution brought against the **insured** in connection with criminal proceedings following an **insured event** involving the **insured vehicle**. Pleas in mitigation will be supported by **us** at their sole discretion and only where on conviction the **insured** would be disqualified or suspended from driving.

2 **We** may, at **our** sole discretion and subject to the duty of the **insured** to mitigate loss, facilitate the **insured** in hiring a replacement vehicle for the period that the **insured vehicle** is immobilised as a result of a **road traffic accident** and/or whilst it is being repaired. **You** must comply with the terms and conditions of the Hire Company selected by **us**. The make and model of the replacement vehicle may vary from the **insured vehicle**.

3 **We** will provide a Legal Helpline providing expert advice to the member on any personal, civil or criminal legal matter.

Telephone: 0844 770 1061 between 9am and 5pm Monday to Friday.
Answer phone service available outside of these hours.

4 Authorised Vehicle Repair – **we** will arrange repairs to a vehicle involved in a non-fault **road traffic accident**, where in their opinion or their appointed solicitor, a full recovery can be made from the negligent party.

What is Not Covered

- a **Legal costs** and expenses incurred without **our** prior consent.
- b **Legal costs** and expenses where there is no reasonable prospect of success.
- c Claims reported to **us** more than 180 days after the date of the incident giving rise to the claim.
- d Claims where the **insured** fails to co-operate and/or reply to any correspondence connected with the claim.
- e Claims directly or indirectly caused by, contributed to or arising from the malfunction or failure of any software, stored program, computer, device or system wholly or partly caused by or attributable to a date-based event whether occurring before, during or after the year 2000.
- f Costs incurred following a payment into court by a third party unless **we** have authorised the **insured** in writing to continue with the claim after the payment into court if the **insured** is ultimately awarded or settles for more than the amount of the payment in.
- g Costs incurred if the **insured** withdraws instructions from the **legal representative** or from the **legal proceedings** unless such withdrawal is approved by **us**.
- h The costs or expenses of any expert witnesses unless previously agreed by **us**.
- i Where the **insured** is responsible for unreasonable delay which is prejudicial to the claim or where the **insured** fails to give proper instructions in due time to **us** or the **legal representative**.
- j Where the **insured** pursues a claim without the consent of **us** or in a different manner from that advised by the **legal representative**.
- k **We** will not indemnify the Insured in any case where the likely **legal costs** exceed the value of the claim or the probable benefit to the **insured**.
- l Claims against **us** or any company or subsidiary of **our** companies or subsidiaries or claims by the **insured** against any other person covered under this policy.
- m Claims relating to matters for which the **insured** would, but for the existence of this policy, be entitled to indemnity under any other policy.
- n Claims directly, or indirectly, caused by, contributed to or arising from:
 - i prosecutions which allege dishonesty or violence or which arise from drink or drugs related offences or parking offenses;
 - ii any deliberate illegal act or omission of the Insured or any act which is false or fraudulent in any way;
 - iii Faults in the **insured vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **insured vehicle**;
 - iv a **road traffic accident** occurring during a race, rally or competition.
- o Claims for travelling expenses, subsistence allowances or compensation for absence from work.
- p Applications for Judicial Review.
- q **Legal costs**, fines or other penalties which a court of criminal jurisdiction orders the **insured** to pay.

Motor Legal Protection Conditions

1 **We** will be entitled to the full conduct and control of any claim or **legal proceedings**. **We** will be entitled to appoint a **legal representative** where they regard it as necessary.

An **insured** person may choose an alternative **legal representative** only where:

- a We decide to commence **legal proceedings** or;
- b There is a conflict of interest.

Any dispute as to the choice of **legal representative** or the handling of the claim will be referred to an independent arbitrator who will normally be the President of the Law Society.

An **insured person** must not settle a claim without **our** agreement.

2 On receipt of a claim under this Part of the policy **we** will evaluate the claim, advise on the steps the **insured** should take to pursue the claim and, where appropriate, appoint a **legal representative** from its approved panel to pursue the claim by negotiation.

In the event that the claim is not settled by negotiation and proceedings are necessarily issued, the **insured** does not have to continue to instruct the **legal representative** nominated by **us** and may propose another **legal representative**.

If **we** and the **insured** are unable to agree on a suitable **legal**

representative, **we** will ask the Law Society to name a further Legal Representative. **We** and the **insured** must accept the Law Society's nomination. In the meantime, **we** may appoint a Legal Representative to act on behalf of the **insured** to safeguard his or her interests.

3 During the course of the claim the **insured** must:

a co-operate at all times in the completion of any necessary documentation or provision of information requested either by **us** or by the **legal representative**;

b not do anything which may prejudice his or her case or **our** position in respect of the claim;

c take all available steps to recover the **legal costs** in the **legal proceedings**;

d notify **us** of any settlement offer made before accepting it.

4 During the course of the claim, **we** will have the right of direct access to the **legal representative**.

5 **We** have the right to cancel this Part of the policy at any time by sending the **member** seven days written notice of such cancellation. Any such cancellation shall not prejudice any claims under this Part of the policy occurring before the date of cancellation.

The **member** has the legal right to cancel this policy within the first 14 days following receipt of the full policy documentation. When this happens a full refund will be given.

If the **member** wants to cancel at any

other time they may do so by writing to the administrator of the policy. If the policy is cancelled a proportionate refund will be given.

6 **We** shall not provide cover under this Part of the policy if the **insured** makes a false declaration when they apply for cover.

7 The **insured** shall take all reasonable steps to prevent any occurrence that may give rise to a claim under this Part of the policy.

8 The **insured** shall take all reasonable steps to mitigate the losses that flow from a **road traffic accident**.

9 The **insured** shall forward any accounts for **legal costs** as soon as they are received and, if required to do so by **us**, shall have such **legal costs** taxed, assessed or audited by the appropriate court of authority.

10 **We** may take over and conduct the claim and may, subject to the interest of the **insured**, settle the claim in his or her name.

11 Every written notice or communication by **us** shall be sent to the **insured** at the last address known to **us**.

Complaints Procedure

We are proud of **our** reputation for fairness in the way **we** deal with **our** policyholders. However, occasionally disputes or misunderstandings can happen. If **you** have any enquiry or complaint about **us** or your policy or a claim made under it, **you** should first phone Customer Services on the telephone number shown on the back cover of this policy.

If **we** are unable to resolve the matter **you** can write to:

Arc Legal Assistance Limited
The Gate House
Lodge Park
Lodge Lane
Colchester CO4 5NE
E-mail: enquiries@arclegal.co.uk

Tel: 0844 770 9000

If **we** or the **insurer** have given you a final response and **you** remain dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS).

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 080 1800

Please note that **you** have six months from the date of the final response in which to refer your complaint to the FOS. Referral to FOS will not affect your right to take legal action against **us** or the Insurer.

Calls may be monitored or recorded for our added protection and security.

Compensation

If **we** or **your insurer** were unable to meet **our** obligations **you** might be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about the Scheme is available from the FSCS website at www.fscs.org.uk or by calling **us**.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. Their FSA Register number is 305958. Their permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance. IPA is a member of the Association of British Insurers. IPA address details are:

**Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR**

Registered No: FC008998

Your Questions Answered

This does not form any part of the policy and is for peace of mind only.

I am at the scene of the accident - what do I do?

- a) *Note the registration number of the other vehicle(s) involved.*
- b) *Ask the names, addresses and telephone numbers of the other people involved and any witnesses. Also ask for the name, address and policy number of the other party's insurer.*
- c) *Make a sketch plan of the scene of the accident and make a note of the road name, and the address of any property that has been damaged.*
- d) *Do not admit responsibility or sign any statement to this effect. It is appreciated that due to the circumstances of the incident this may cause offence to the other party involved. **Your** best response is to state that **your** insurance policy prohibits **you** from admitting liability without **your** Insurer's written agreement.*
- e) *If the accident results in damage to another vehicle, an animal or other property, to comply with the Law **you** must stop and give **your** name and address, and registration particulars of the vehicle (along with the owner's name and address, if different) to anybody requiring the information.*

- f) If anyone other than yourself is injured **you** must show **your Certificate of Motor Insurance** to the police or to any other person reasonably asking. If **you** cannot do this at the time of the accident, report the accident to the Police as soon as possible and, in any case, within 24 hours.
- g) If **you** have caused damage to another vehicle or property, **you** must also show **your Certificate of Motor Insurance** to any person reasonably requiring **you** to do so.

My vehicle is disabled - what should I do?

If **your** cover is Comprehensive the reasonable cost of removal of **your** vehicle will form part of **your** claim against **your** Insurer, subject to the deduction of an **excess** applicable. If, however, **you** do not have Comprehensive cover then **you** must make **your** own arrangements to have the vehicle removed at **your** own expense. If the accident was not **your** responsibility then **you** may be able to recover the cost from the other party involved.

How do I inform my insurer of the accident?

Call the Customer Claim Line telephone number shown on the back cover of this policy. They will arrange for a report form to be sent to **you** for completion and will give **you** initial advice on how the claim may proceed. If **you** are only reporting an accident and do not intend to make a claim under **your** policy, it is still necessary to complete an accident report form. **You** should, in these circumstances, place a tick in the box at the top of the form to state that the accident report is for information purposes only.

Your Questions Answered *continued*

As a result of the accident, my vehicle has been damaged - can I go ahead and get it repaired?

If **you** have Comprehensive cover and wish to claim under **your** policy, specific instructions will be given to **you** when **you** contact the **Administrator** to notify them of the accident. **you** should not authorise repairs without **our** approval. If **you** are not insured for Comprehensive risks then **your** own damage is not covered under **your** policy and **you** are therefore free to arrange repairs, at **your** own expense, at a garage of **your** choice. If the accident was not **your** responsibility **you** may be able to recover the cost from the other party involved.

I have now received a report form - what do I do?

Ensure that **you** complete every question on the form - providing as much detail as possible. Date and sign the form where indicated and return to sender. The processing of many claims is substantially delayed by the policyholder failing to provide full information or omitting to include details requested.

I have received some correspondence relating to the accident - do I answer it myself?

It is a requirement of **your** policy to notify **your** Insurer of every letter, claim, writ, summons and any other document that **you**

receive. Please forward any correspondence received immediately to **your** Insurer (do not answer or acknowledge it). **You** must also tell **us** of any impending prosecution, coroner's inquest or fatal accident inquiry involving any person insured by the policy.

The other party involved in the claim seemed a reasonable person, can I negotiate my claim with them?

No, you should not enter into any negotiation yourself with Third Parties relating to any claim which **you** are making under **your** own insurance policy.

My vehicle has now been repaired and the garage has asked me to pay them the Policy Excess - should I pay them?

Yes, but only if **you** are satisfied with the quality of the repair. **You** should always obtain a receipt as this will be required if a claim for uninsured losses is to be pursued.

Am I entitled to hire a vehicle whilst my vehicle is off the road?

Not under **your** policy. If the accident is the fault of someone else and **you** feel it is necessary to hire alternative transport then it may be possible to recover **your** outlay against the other party. Just because someone damages **your vehicle** it does not necessarily mean **you** can go out and hire another vehicle at their expense.

Your Questions Answered *continued*

Will the accident affect my 'No Claim Discount'?

It is important to appreciate that **your** Insurer provides a 'no claim discount' - not a 'no blame discount' - for example, if **your** vehicle is parked and is hit by another vehicle whose driver leaves the scene without providing his name and address then unfortunately if **you** make a claim under **your** policy (except for windscreen/glass breakage) **your** entitlement to a 'no claim discount' will be affected. However, this would not have been so if **your** Insurer had been able to recover their outlay in full from the guilty party. If **you** enjoy 'no claim discount protection' under **your** policy **your** entitlement will not be affected provided **you** have not exceeded the permitted number of claims. **You** should refer to the 'no claim discount' clause on **your** policy **schedule** and if **you** are in any doubt please ring the **Administrator**.

My windscreen has been smashed - how can I arrange for a replacement?

Provided that windscreen/glass is covered by **your** policy **you** can:

a) Contact our approved glass repairer for a replacement (refer to Part 5 of this policy). **You** will be required to pay the excess and our approved glass repairer will invoice **your** Insurer for the balance. This **excess** is not payable if the glass is repaired and not replaced.

b) Pay for the repair/replacement and claim back the cost, less the **excess** from **your** Insurer. If **you** chose not to use our approved glass repairer then **you** must obtain a claim form from the **administrator** and then send this to **your** Insurer, fully completed, together with the receipted account for repair/replacement. **Your** Insurer will then reimburse, less the **excess**, up to a maximum value of £150 in respect of any one occurrence.

My insurer tells me my vehicle is a 'write-off' - how much should I settle for?

Many people think that if their vehicle is a 'write-off' they are entitled to sufficient money to be able to purchase a similar vehicle from the Motor Trade. In fact, the basis of motor insurance 'write-off' payment is for the Insurer to pay the Insured the amount of money that could have reasonably been expected for the sale of the vehicle on the open market immediately prior to the damage occurring. If, however, **your** vehicle is within one year of its first registration by **you** please refer to **your** motor insurance policy. With certain Insurers **your** entitlement is limited to the **market value** of **your** vehicle. If this limit applies then **your** policy **schedule** will have been endorsed accordingly.

The damage to my vehicle is not severe - should I claim?

There are many considerations which **you** should take into account - such as the policy **excess** which will be deducted, the potential loss of **your** 'no claim discount', whether or not the other party is going to claim against **your** policy - which may affect **your** discount entitlement. **You** have a duty to inform the

administrator of the incident and if **you** have any doubts over whether **you** should claim or not this would be an opportune time to discuss it with them.

Your Questions Answered *continued*

Who will assist me to recover my 'uninsured losses'?

An 'uninsured loss' is as it sounds - a loss sustained for which **you** carry no insurance. Examples of these are: **your excess** under a Comprehensive motor policy, damage caused to **your** vehicle by another party when **you** do not have Comprehensive cover and the hire of another vehicle whilst **yours** is being repaired.

In the event of a non-fault accident details of **your** claim will automatically be passed to **our** solicitors and hire and repair provider to enable them to deal with **your** claim

In addition a Legal Helpline is available to **you** for advice on any private legal problem by telephoning 0844 770 1061. There is nothing to pay beyond the cost of the call.

In the first instance, do I have to pay for my 'uninsured losses'?

Yes. **You** cannot attempt to recover monies that **you** have not spent. We recommend that **you** keep these expenses to an absolute minimum as **you** may have to establish in Court that they are fair, reasonable and necessary. Just because someone else damages **your** vehicle

it does not necessarily mean that **you** can go out and hire another vehicle at his or her expense. If it is absolutely necessary to hire another vehicle **you** should not hire an alternative vehicle of similar quality when another vehicle at lower hiring costs will satisfy **your** needs in the short term.

You should also keep the period of hire to an absolute minimum.

Note: If you have any problems or enquiries please contact the Administrator on their Customer Claim Line telephone number shown on the back cover of this policy.

