



**fish**  
INSURANCE



# Car Insurance

policy document

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Insuring your independence. 

## Welcome

Since 1975 Fish Insurance have been providing specialist, low cost cover to disabled people right across the UK. Today we are one of the UK's largest disability and independent living insurance providers with well over 70,000 policyholders.

Pioneers in our field we have launched a range of unique policies specifically designed to meet the particular requirements of disabled people and those with limited mobility. Among the many innovations we have led was the UK's first independent living insurance policy specially created to protect people using direct payments and other personal funding mechanisms to employ their own personal assistants.

Product excellence is matched by our reputation of delivering superior service and support, not just to our policyholders but to social care professionals, over 150 local authorities, service support groups, mobility and healthcare equipment dealers and charities. Our specially trained staff provide informed advice on the right insurance solutions whilst decades of specialist experience ensure claims are handled sympathetically, swiftly and professionally. We are proud to be one of the UK's leading disability and independent living insurance providers.

We hope you find this Policy document useful in ensuring you get the most out of your insurance policy. Please take the time to read the policy wordings and your Fish Terms of Business (enclosed with your documents) as they contain vital information about your policy.

A handwritten signature in black ink, appearing to read 'W D J', is positioned below the introductory text.

Thank you for choosing Fish Insurance  
Warren Dickson  
Managing Director

## UK Breakdown Recovery

The Fish benefits package includes extensive breakdown recovery insurance providing you with that extra peace of mind.

Our cover incorporates AXA Assistance homestart services, roadside assistance, vehicle recovery, onward travel to your intended destination and the arrangement of overnight or emergency accommodation if required.

On the inside back cover of this document, you'll find a Fish Breakdown card. Please keep this with your vehicle, so that you are able to seek speedy assistance in the event of a breakdown.

This great benefit provides the reassurance, that should you breakdown, help will soon be on its way.

Should you need breakdown assistance, simply call the relevant number below:

**01737 815 933**

Cover can be extended to Europe at an additional premium. Please call 0500 432 141 for further details.

## Legal Guard

Because recovering losses incurred due to accidents can be frustrating, costly and time consuming, included within your policy is legal protection insurance. This provides cover up to £100,000 when you are involved in an accident, which is not your fault.

The service is provided by Ageas Legal Guard. It insures your legal costs to help you recover policy excess, loss of earnings, hire of another vehicle and compensation for any injury you suffer as a result of the accident.

## Driving in Europe

Should you be planning to journey with your vehicle to Europe, you'll be delighted to hear that your policy includes cover when visiting any European Union country. There is no extra charge for this cover – it's just one more reason why you've made a good choice in selecting Fish for your insurance needs.

The number of days cover provided to you is shown in the policy summary.

Should you wish to travel to a country outside the EU, or if you wish to travel with your vehicle overseas for longer than is stated in your Policy Schedule, please call us on 0500 432 141 and we will be pleased to advise you of your options.

Fish also provides great value single and multi-trip travel insurance. See below for details.

## Travel insurance

### Disabled traveller?

We understand that you want the reassurance that, should anything go wrong whilst you're abroad, you'll get the financial and practical support you need. That's why we've created



a dedicated policy that provides not just great value but great cover which is tailored to meet the particular requirements of the disabled traveller. We cover most disabilities including pre-existing medical conditions.

**For more information or to obtain a quote visit [www.fishinsurance.co.uk](http://www.fishinsurance.co.uk) or call 0500 432141**

## How Do I Renew?

To ensure you continue to enjoy the great value and service offered by Fish Insurance, we will write to you in good time before your insurance is due for renewal. To Renew simply call 0500 432 141 with your debit or credit card number.

If you prefer, you can pay by cheque (made out to Fish Insurance) by simply signing and returning your renewal form in the envelope provided. Please refer to your renewal invite for details.

## Things We Need To Know

To ensure your policy remains valid and provides you with the best possible protection, it is important that you advise us immediately of any changes to your circumstances (or the circumstances of others insured on the policy). These changes may result in a change to your premium and/or excess.

**Please ensure that you read policy condition 10 on page 19 for a complete list of the changes you should make us aware of. If your circumstances do change, please contact our Customer Services team on 0500 432 141.**

## What To Do If You Have An Accident

### The law

- You must stop if you are involved in any incident involving an injury to any person or certain animals, or if other vehicles or roadside property are damaged. If you own the vehicle, you must give your name, address and insurance details to anyone who has a good reason for asking. If you do not own the vehicle, you must give the owner's name and address and the registration number of the vehicle.
- If there is an injury or you do not give your details to anyone at the scene, you must report the incident to the police within 24 hours and present your certificate of motor insurance within five days.

### To help with the claims process

- Do not apologise or admit fault.
- Try to collect the following information to give to the Onecall claims helpline (see page 5). This will help us to speed up your claim.
  - Full details of the other drivers, including their phone numbers, and the registration numbers of all vehicles involved. This will allow us to contact anybody else involved straight away and, if you are not at fault and we manage to recover any money we pay in full, your no claim discount will not be affected.
  - Injuries caused.
  - Property damage.
  - Witnesses (if there are any).
  - Police officers and report references.
  - Full details of what happened.
  - Taking photos with a camera or mobile phone can help to confirm certain accident details.

### Next steps

- Call the Onecall 24-hour claims helpline on 0845 122 3018. If you are calling from outside the UK, please call +442380 621982.
- There will be a phone number on all correspondence from our claims department for you to call if you need to contact us. Please remember to have your claim number ready when you call.
- Please remember to remove all personal belongings from the car before it is taken for assessment or repair.
- Please see page 12 for details on how we settle your claim under sections A or C.

### Claims for Keep Mobile benefit

- Call Fish Insurance on 0800 012 6327

### Please note

We, Ageas Insurance, are not responsible for recovering your uninsured losses such as your policy excess. You should contact Fish Insurance directly to see if any separate insurance cover has been arranged.

## Broken Windscreen & Window Glass

If you have comprehensive cover:

- Call 0800 174764 to arrange for the glass to be repaired or replaced. If you phone this number and use one of our chosen glass companies, cover is unlimited. If you do not, the most we will pay is £100 after taking off any excess.
- Repairing a windscreen or window instead of replacing it can save you money as your excess will be reduced. Ask when calling the Ageas glassline on the number above.

If you do not have comprehensive cover, you can still phone the number above but you will have to pay the cost of replacing or repairing the windscreen or window.

**Important** – please report all incidents to us immediately on 0845 122 3018 so that we can tell you what to do next and help resolve any claim on your behalf.

If you receive any contact from another party in relation to any claim, please re-direct this to us and we will manage it on your behalf.

## What To Do If You Need To Make A Claim

Call ONECALL 0845 122 3018 (+442380 621982 if calling from outside the UK). The claims helpline is open 24 hours a day, 365 days a year.

Onecall is a first-response service with operators who can immediately confirm whether your policy covers you for the incident. Remember to save this number in your mobile phone so that you will have it available if you have an accident.

We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud.

### Start of the claims process

- If your car is involved in an incident or you need to make a claim, please phone us as soon as possible.
- To help us deal with your call efficiently, please have your certificate of motor insurance and details of the incident with you when you call. If you are at the scene of the accident when you call OneCall and do not have your certificate of motor insurance with you, please give us your car registration number.
- We will validate your claim and discuss with you how your claim will be progressed.
- We will answer all correspondence within five working days of receiving it.

## OneCall repair service for an incident within the geographical limits

**Message relay** - We can pass messages to friends, family or colleagues.

**Repairs** - If damage to the car is covered and it can be repaired, we will arrange for one of our approved repairers to contact you to arrange to collect the car. Repairs made by our approved repairers are guaranteed for three years.

**Authorisation** - You do not need to get any estimates, and repairs can begin immediately after we have authorised them.

**Delivery** - When the work is done, our repairer will contact you to arrange a convenient time to deliver the car back to you.

**Paying for repairs** - We will pay the repair bill. All you need to do is pay any policy excess directly to our repairer when they deliver the car back to you.

**Important** – please report all incidents to us immediately on 0845 122 3018 so that we can tell you what to do next and help resolve any claim on your behalf.

If you receive any contact from another party in relation to any claim, please re-direct this to us and we will manage it on your behalf.

## If you have comprehensive cover you have the following extra services.

### Keeping you mobile your car is being repaired within the geographical limits.

To keep you mobile, while using an Ageas approved repairer, you will be offered a small courtesy car while yours is being repaired.

The repairer may, with your agreement, provide an alternative solution more suitable to your requirements. Once we have decided that your car can be economically repaired by one of our approved repairers and if it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take.

If your car can still be legally driven (in other words it is roadworthy), we will deliver the courtesy car when your car is collected for repairs.

While you have the courtesy car you will be liable to pay fines for any parking or driving offences or congestion charges, and any additional costs for any non-payment of these charges. You may be asked to produce an appropriate credit or debit card to the approved repairer to cover these costs.

### Keep Mobile Benefit

If we are unable to provide a courtesy car that is suitable for your mobility needs or, if the car has been stolen and not recovered or, has been deemed beyond economical repair, we will pay your reasonable expenses incurred during the period we would otherwise have provided a courtesy car or, until settlement has been agreed, up to £50 per day to

- hire a suitably adapted car; or
- hire a taxi; or
- pay for the use of suitable public transport.

We will pay up to £700 in any one period of insurance. We will not pay you

- unless you take all reasonable steps to ensure that the amount of any claim for 'Keep Mobile' benefit is fully justified;
- if you do not provide evidence (such as receipts) to justify the amount of 'Keep Mobile' benefit claimed.

### **If the car cannot be repaired**

If your car cannot be economically repaired, we will offer you a settlement amount within one week of the date we receive the engineer's report. Once this amount is agreed, we will send you a cheque by first-class post within one working day of receiving satisfactory vehicle documents.

If your car is a total loss (a write-off), you must send in all the original documents that we ask for (for example, the vehicle registration document (V5C) and the current MOT certificate). We will arrange for an appointed salvage agent to collect the vehicle to dispose of it. Please remember to remove all your personal belongings and the tax disc from the car before it is collected.

**Important** – please report all incidents to us immediately on 0845 122 3018 so that we can tell you what to do next and help resolve any claim on your behalf.

If you receive any contact from another party in relation to any claim, please re-direct this to us and we will manage it on your behalf.

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## Contract of Insurance

### Introduction

This policy is a contract between **you** and **us**. It is not **our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this policy or the right to enforce any part of it.

In return for **you** paying or agreeing to pay the premium, **we** will provide cover, under the terms and conditions of this contract of insurance, against accidental injury, loss or damage that happens during the **period of insurance** and within the **geographical limits**.

This contract of insurance is based on information **you** gave **us** on the **proposal** (or which is shown in a **statement of insurance** or **statement of fact**) and any other information **you** gave **us**. It is an offence under the Road Traffic Act to make a false statement or withhold any material information for the purposes of obtaining a **certificate of motor insurance**. Failure to disclose all material facts could render **your** insurance invalid and not give protection in the event of a claim. Material facts are those that **we** would regard as likely to influence the acceptance and assessment of this risk. If **you** are in any doubt about the facts considered material, **you** should disclose them. **We** will be happy to give **you** advice if **you** wish.

**You** must read this policy, the **certificate of motor insurance** and the **schedule** together. The **schedule** tells **you** which sections of the policy apply. Please check all documents carefully to make sure that they give **you** the cover **you** want.

Signed for and on behalf of Ageas Insurance Limited



Warren Dickson  
Managing Director

Fish Insurance is authorised and regulated by the Financial Services Authority (FSA). Our FSA registered number is 310172. Ageas Insurance Limited is also authorised and regulated by the Financial Services Authority. Their FSA registered number is 202039.

This can be checked on the FSA website at [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/) or you can call them on 0845 606 1234.

## Definitions

Throughout this policy certain words and phrases are printed in **bold** type. These have the meanings set out below.

### Certificate of motor insurance

The proof of the motor insurance **you** need by law.

The **certificate of motor insurance** shows:

- what car is covered;
- who is allowed to drive **the car**; and
- what **the car** can be used for.

If **your certificate of motor insurance** allows driving by any driver, please refer to **your schedule** for any restrictions that may apply as well as to policy condition 10 on page 19, which shows **you** what details **you** need to disclose to **us**.

### Endorsement

A clause that alters the cover provided by the policy.

These only apply if stated on the **schedule**.

### Excess

The part of a claim **you** must pay. Sometimes more than one **excess** can apply, in which case **we** add them together.

### Geographical limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while **the car** is being transported between any of these countries.

### Market value

The cost of replacing **the car** with one of a similar age, type, mileage and condition, immediately before the loss or damage happened including the cost of replacing any driving adaptations. **We** will not pay more than the vehicle value shown on the **schedule**.

### Medical Emergency

A sudden and unforeseen event relating to a medical condition that interrupts any journey and leads to the insured driver being medically incapacitated and unable to continue driving **the car**.

### Period of insurance

The length of time that this contract of insurance applies for. This is shown in the **schedule**.

### Proposal

The application form and the information that **you** give **us**, including information given on **your** behalf and verbal information **you** give.

### Schedule

The latest **schedule we** have issued to **you**. This forms part of the contract of insurance. It gives details of the **period of insurance**, the sections of the policy that apply, the premium **you** have to pay, **the car** which is insured and details of any **excesses** or **endorsements**.

### Statement of insurance or statement of fact

The form that shows the information that **you** give **us**, including information given on **your** behalf and verbal information **you** give.

### Terrorism

**Terrorism** as defined in the Terrorism Act 2000.

### The car

Any motor vehicle that **you** have given **us** details of and for which **we** have issued a **certificate of motor insurance**. **The car's** registration number will be shown on **your** latest **certificate of motor insurance**. Accessories, including child car seats, driving adaptations and spare parts are included in the definition of **the car** when they are with **the car** or locked in **your** own garage.

### We, our, us

Ageas Insurance Limited

Registered address:

Ageas House

Tollgate

Eastleigh

Hampshire

SO53 3YA

Registered number 354568 England

Financial Services Authority number 202039

### You, your

The person or company shown under 'Policyholder details' or 'Insured details' on the **schedule**.

## Your Cover

### Section A – Damage to the car

#### What is covered

**We** will pay for accidental or malicious damage to **the car** including damage caused by vandalism.

**We** will also cover the cost of replacing or repairing **the car's** audio, navigation and entertainment equipment up to £1,000, provided this equipment is permanently fitted to **the car**.

#### Medical emergency situations

In the event of a **medical emergency** **we** will also pay for accidental, malicious, or vandalism damage sustained to **the car** whilst being driven by, or in the charge of, a driver not covered by **your certificate of motor insurance**, provided that:

- The driver holds a full driving licence issued within the **geographical limits** or the European Union; and
- **The car** is being used to transport the insured driver to a GP's surgery, NHS walk-in centre or hospital; or back to their home address following medical attention on the same day of the **medical emergency**; and
- **The car** is being driven within the **geographical limits**.

**We** will not pay **you**;

- unless **you** can provide evidence that the insured driver received medical attention following the **medical emergency**.
- if the driver is transporting **you** or any other person to a pre-arranged medical appointment.

#### Courtesy car

To keep **you** mobile within the **geographical limits** only, **we** will offer **you** a small courtesy car, free of charge, while **the car** is being repaired by one of **our** approved repairers.

Once **we** have decided that **the car** can be economically repaired by one of **our** approved repairers and if it cannot be driven, **we** will provide the courtesy car on the next working day for as long as the repairs take.

If **the car** can still be legally driven (in other words it is roadworthy), **we** will deliver the courtesy car when **the car** is collected for repairs.

The repairer may, with **your** agreement, provide an alternative solution more suitable to **your** requirements.

See page 12 for details of how we settle claims.

#### Keep Mobile Benefit

If **we** are unable to provide a courtesy car that is suitable for **your** mobility needs or, if **the car** has been stolen and not recovered or, has been deemed beyond economical repair, **we** will pay **your** reasonable expenses incurred during the period **we** would otherwise have provided a courtesy car or, until settlement has been agreed, up to £50 per day to

- hire a suitably adapted car; or
- hire a taxi; or
- pay for the use of suitable public transport.

**We** will pay up to £700 in any one **period of insurance**.

**We** will not pay **you**

- unless **you** take all reasonable steps to ensure that the amount of any claim for 'Keep Mobile' benefit is fully justified;
  - if **you** do not provide evidence (such as receipts) to justify the amount of 'Keep Mobile' benefit claimed.
- See page 12 for details of how **we** settle claims.

#### What is not covered

- Loss of or damage to **the car** caused by malicious damage or vandalism when no one is in it if:
  - Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
  - The keys (or any other device needed to lock **the car**) are left in or on **the car**.
- The **excesses** shown in the **schedule**; and
  - a) The first £250 of any claim if the person driving or in charge of **the car** at the time of the accident is under 21; or
  - b) The first £100 of any claim if the person driving or in charge of **the car** at the time of the accident is:
    - Aged 21 or over but under 25; or
    - Aged 25 or over but has not held a full driving licence issued within the **geographical limits** or the European Union for at least a year.

**You** must pay these amounts for every incident that **you** claim for under this section.

- Loss of or damage to **the car** caused by fire, or by theft.
- Loss of use of **the car**.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Damage to **your** tyres caused by braking, punctures, cuts or bursts.

- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus reasonable fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Loss of or damage to telephone or other communication equipment.
- **The car** losing value after, or because of, repairs.
- Loss of or damage to **the car** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- **The car** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss of or damage to any radar detection equipment unless the equipment is permanently fitted to **the car** as part of the manufacturer's original specification.
- Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to **the car**.
- Loss of or damage to **the car** caused by a person known to **you** taking the car without **your** permission, unless that person is reported to the police for taking **the car** without **your** permission,

## Section B – Broken windscreen and window glass

### What is covered

If the windscreen or any window glass in **the car** is broken during the **period of insurance** we will pay the cost of repairing or replacing it. **We** will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows. If **you** phone the Ageas Insurance glassline (see page 4) and use one of **our** chosen glass companies, cover is unlimited. If **you** do not, the most **we** will pay under this section is £100 after taking off any **excess**.

A claim under this section only will not affect **your** no claim discount.

### What is not covered

- The first £60 of any claim if the glass is replaced.
- The first £10 of any claim if the glass is repaired.
- Loss of use of **the car**.

- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus reasonable fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sun roof and hood mechanisms.
- Repair or replacement of any windscreen or window unless it is made of glass.

## Section C – Fire and theft

### What is covered

**We** will pay for loss of or damage to **the car** caused by fire, theft or attempted theft.

**We** will also cover the cost of replacing or repairing **the car's** audio, navigation and entertainment equipment up to £1,000, provided this equipment is permanently fitted to **the car**.

### Medical emergency situations

In the event of a **medical emergency** **we** will also pay for loss or damage caused by fire, theft or attempted theft sustained to **the car** whilst being driven, or in the charge of, a driver not covered by **your certificate of motor insurance**, provided that:

- The driver holds a full driving licence issued within the **geographical limits** or the European Union; and
  - **The car** is being used to transport the insured driver to a GP's surgery, NHS walk in centre or hospital; or back to their home address following medical attention on the same day of the **medical emergency**; and
  - **The car** is being driven within the **geographical limits**.
- We** will not pay **you**;
- unless **you** can provide evidence that the insured driver received medical attention following the **medical emergency**.
  - if the driver is transporting **you** or any other person to a pre-arranged medical appointment.

### Keep Mobile Benefit

If **we** are unable to provide a courtesy car that is suitable for your mobility needs or, if **the car** has been stolen and not recovered or, has been deemed beyond economical repair, **we** will pay **your** reasonable

expenses incurred during the period **we** would otherwise have provided a courtesy car or, until settlement has been agreed, up to £50 per day to

- hire a suitably adapted car; or
  - hire a taxi; or
  - pay for the use of suitable public transport.
- We** will pay up to £700 in any one **period of insurance**.

**We** will not pay **you**

- unless **you** take all reasonable steps to ensure that the amount of any claim for 'Keep Mobile' benefit is fully justified;
- if **you** do not provide evidence (such as receipts) to justify the amount of 'Keep Mobile' benefit claimed.

See page 12 for details of how **we** settle claims.

**What is not covered**

- Loss of or damage to **the car** when no-one is in it if:
  - Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
  - The keys (or any other device needed to lock **the car**) are left in or on **the car**.
- The first £250.00 of any claim.
- Loss of use of **the car**.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus reasonable fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Loss of or damage to telephone or other communication equipment.
- **The car** losing value after, or because of, repairs.
- Loss of or damage to **the car** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- Loss of or damage to **the car** caused by a person known to **you** taking **the car** without **your** permission unless that person is reported to the police for taking **the car** without **your** permission.
- **The car** being confiscated or destroyed by or under order of any government or public or local authority.

- Loss arising from **the car** being taken from **you** and returned to its legal owner where it is established that **you** are not the legal owner.
- Loss of or damage to any radar detection equipment unless the equipment is permanently fitted to **the car** as part of the manufacturer's original specification.
- Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to **the car**.

## How we will settle your claim under sections A or C

**We** will choose whether to repair **the car** or pay **you** a cash amount equal to the cost of the loss or damage. If **the car** cannot be driven because of damage that is covered under this policy, **we** will pay for **the car** to be protected and taken to the nearest approved repairer.

**If the car is economically repairable**

If **the car** is repaired by one of **our** approved repairers, please see 'OneCall Repair service for an incident within the **geographical limits**' on page 5.

**You** do not need to get any estimates, and repairs can begin immediately after **we** have authorised them.

**We** will arrange for one of **our** repairers to contact **you** to arrange to collect **the car**. Repairs made by **our** approved repairers are guaranteed for three years.

**We** will also pay the reasonable costs of delivering **the car** back to **your** address when the damage has been repaired.

If **you** do not want to use one of **our** approved repairers, **you** will need to send **us** an estimate for **us** to authorise and **we** may need to inspect **the car**. **We** reserve the right to ask **you** to obtain alternative estimates.

**You** will have to pay any policy **excess** direct to the repairer. If the condition of **the car** is better after the repair than it was just before it was damaged, **we** may ask **you** to pay something towards it.

The repairer can use parts, including recycled parts, that compare in quality to those available from the manufacturer.

**If the car is a total loss**

Once an engineer has inspected and assessed the **market value of the car**, **we** will send **you** an offer of payment.

If **the car** is the subject of a finance or leasing agreement, **we** will make any payment to the finance or leasing company first. If **our** estimate of the **market value** is more than the amount **you** owe the finance or leasing company, **we** will pay **you** the balance.

If **our** estimate of the **market value** is less than the amount **you** owe the finance or leasing company, **you** may have to pay them the balance.

Any payment **we** make for total loss will be after **we** have taken off any policy **excess** and any unpaid premium for this policy.

When **you** accept **our** offer for total loss, **the car** will belong to **us**. **You** must return **your certificate of motor insurance** to Fish Insurance. It is an offence under the Road Traffic Act not to return the **certificate of motor insurance**.

By purchasing this policy **you** agree that **we** can handle **your** claim in this way.

**We** have no objection to **you** retaining any private registration number providing that:

- **You** make **your** intention clear at the time of reporting the claim and prior to any settlement being agreed; and
- **You** provide details of the replacement registration number for **the car** prior to any settlement being made.

## Replacement car

**We** will not pay more than the **market value** of **the car** unless:

- the loss or damage happens before **the car** is a year old; and
- **you** are the first and only registered keeper of **the car** (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- **you** have owned **the car** (or it has been hired to **you** under a hire-purchase agreement) since it was first registered as new (or **you** are the second owner if the first owner is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- the cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the United Kingdom list price); and
- **the car** was supplied as new within the **geographical limits**.

In these circumstances, if **you** ask **us** to, **we** will replace **the car** (and pay reasonable delivery charges) with a new car of the same make, model and specification.

**We** will only do this if:

- **we** can buy a car straight away within the **geographical limits**; and
- **we** have permission from anyone who **we** know has a financial interest in **the car**.

If a replacement car of the same make, model and specification is not available, **we** will, where possible, provide a similar car of identical list price.

If this is not acceptable to **you**, **we** will pay **you** the price of **the car**, fitted accessories and spare parts as shown in the manufacturer's last United Kingdom price list, less any **excess** that may apply.

## Section D – Personal accident

### What is covered

If **you** or **your** husband or wife or civil partner are accidentally killed or injured while getting into, travelling in or getting out of **the car** (or any other private car that **you** do not own), **we** will pay the following benefit per person:

- For death - £10,000.
- For total and permanent loss of sight in one eye - £10,000.
- For total and permanent loss (at or above the wrist or ankle) of one hand or one foot - £10,000.

**We** will only pay these amounts if the cause of the death or loss is an accident involving a car and the death or loss happens within three months of the accident.

This cover also applies to any person who is getting into, travelling in or getting out of **the car** (as long as there is a seat for that person).

### What is not covered

- No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.
- Death or loss caused by suicide or attempted suicide.
- Death of or loss to any person driving at the time of the accident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.
- Death of or loss to any person not wearing a seat belt when they have to by law.
- More than £40,000 for any one accident.

- More than £10,000 to any one person for any one accident.
- If **you**, or **your** husband or wife or civil partner, have more than one motor policy with **us**, **we** will only pay under one policy.
- Injury to any person where their pre-existing medical condition contributes to
  - The cause of the accident; or
  - A worsening of the injury, which in the absence of the pre-existing medical condition would not have been likely to occur.

## Section E – Medical expenses

### What is covered

If **you** or anyone in **the car** is injured in an accident involving **the car**, **we** will pay up to £100 in medical expenses for each injured person.

### What is not covered

- No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.

## Section F – Personal belongings

### What is covered

**We** will pay for personal belongings and mobility aids (including wheelchairs) in or on **the car** that are lost or damaged following an accident, fire or theft involving **the car**.

**We** will pay for the cost of the item, less an amount for wear and tear and loss of value.

### What is not covered

- Loss of or damage when no one is in **the car** if:
  - Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
  - The keys (or any other device needed to lock **the car**) are left in or on **the car**.
- More than £2,700 for each incident.
- More than £200 for personal belongings.
- More than £2,500 for mobility aids (including wheelchairs).
- Any goods, tools or samples that are carried as part of any trade or business.
- Loss of or damage to telephone or other communication equipment.

- Money, stamps, tickets, documents and securities (such as share or bond certificates).
- Loss of or damage to any radar detection equipment.

## Section G – Liabilities to third parties

### What is covered

**We** will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:

### Cover for you

- **You** using **the car**.
- **You** using a motor car not belonging to **you** and not hired to **you** under a hire-purchase agreement or leased to you under a leasing agreement, provided that:
  - **your** current **certificate of motor insurance** allows **you** to do so; and
  - **you** have the owner's permission to do so; and
  - **you** still have **the car** and it has not been damaged beyond economical repair nor been stolen and not recovered; and
  - the motor car is registered within the **geographical limits**; and
  - **you** are not using the motor car outside of the **geographical limits**; and
  - **you** are not insured under any other insurance to drive the motor car.
- **You** using **the car** to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.

### Cover for other people

- Any person driving **the car** with **your** permission (as long as **your** **certificate of motor insurance** shows that he or she is allowed to drive **the car**). The person driving must not be excluded from driving **the car** by any **endorsement**, exception or condition.
- Any person driving **the car** under the cover provided by the **medical emergency** situations part of section A and section C.
- Any person using (but not driving) **the car**, with **your** permission, for social, domestic and pleasure purposes.
- Any passenger in, getting into or getting out of **the car**.

- Any person using **the car**, with **your** permission, (as long as **your certificate of motor insurance** shows that he or she is allowed to drive **the car**) to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.

## We will also pay

- solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in any country within the **geographical limits**);
- legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving;
- any costs and expenses for which **your** employer or business partner is legally liable as a result of **you** using **the car** for their business; and
- any other costs and expenses for which **we** have given **our** written permission

arising from an accident covered under this policy.

If anyone who is insured by this section dies while they are involved in legal action, **we** will give the same cover as they had to their legal personal representatives.

## What is not covered

- Any amount **we** have not agreed to in writing.
- Death of or injury to any of **your** employees during the course of their work, even if the death or injury is caused by anyone insured by this policy, if insurance cover is provided as a requirement of any compulsory Employers Liability Legislation within the **geographical limits**.
- Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.
- Any loss of or damage to a vehicle, trailer, trailer-caravan or broken-down vehicle covered by this section.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.
- Any amount over £1 million, for one pollution or contamination event.
- Any amount over £20 million, exclusive of costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property, including any indirect loss or damage.
- Any amount over £5 million for all costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property.

- Use to secure the release of a motor car, other than **the car** identified on **your certificate of motor insurance** by its registration mark, which has been seized by, or on behalf of, any government or public authority. However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.

## Section H – Using your car abroad

### What is covered

**We** will cover **your** legal liability to others while **you** or any driver covered by this policy are using **the car** within the European Union and any other country which has agreed to follow Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 72/166/EEC). **You** do not need an International Motor Insurance Card (Green Card) for visits to these countries as the legal evidence of this cover is shown on **your certificate of motor insurance**.

**We** will also provide the cover shown on **your schedule** for up to 90 days in any **period of insurance** while **you** are using **the car** within the countries referred to above.

**We** may agree to extend the cover for more than 90 days as long as:

- **the car** is taxed and registered within the **geographical limits**; and
- **your** main permanent home is within the **geographical limits**; and
- **your** visit abroad is only temporary; and
- **you** tell **us** before **you** leave; and
- **you** pay any premium **we** ask for.

If **you** want to extend **your** policy to give the same cover in a country outside the countries referred to above, **you** must:

- tell **us** before **you** leave; and
- get **our** written agreement to cover **you** in the countries involved; and
- pay any premium **we** ask for.

If **we** agree to **your** request, **we** will issue **you** with an International Motor Insurance Card (Green Card) as legal evidence of this cover.

**We** will also pay customs duty if **the car** is damaged and **we** decide not to return it after a valid claim on the policy.

### What is not covered

- If **your certificate of motor insurance** allows **you** to drive any other vehicle, that cover does not apply outside of the **geographical limits**.

## Section I – Spanish bail bond

### What is covered

A bail bond may be shown on **your certificate of motor insurance**. If this is not shown and **you** ask **us**, **we** will issue a bail bond, which means **we** will pay up to £3,000 if the Spanish police hold **the car** or the driver after an accident involving **the car**.

If **we** make any payment because of the bail bond **you** must repay that payment as soon as possible.

## Section J – No claim discount

### What is covered

As long as a claim has not been made during the **period of insurance** immediately before **your** renewal, **we** will include a discount in **your** renewal premium.

**You** may not transfer this discount to any other person.

If a claim is made during the **period of insurance**, at renewal the discount will be reduced in accordance with **our** current scale. This means that **you** may have to pay a higher renewal premium. In addition **we** may increase **your excess** from renewal.

**Your** no claim discount will not be affected if the only claims made are:

- for a broken windscreen or window glass under section B; or
- for replacement locks under section L; or
- if **we** pay a claim and recover all payments made from a third party (or their insurer).

## Section K – No claim discount protection

### What is covered

**You** will not lose any of **your** no claim discount as long as:

- no more than two claims are made in any period of three years; and
- **you** have paid any extra premium **we** ask for.

After a second claim is made in any three-year period, this policy section will no longer apply and any further claims will result in the loss of no claim discount as set out in section J.

**You** may have to pay a higher premium or **excess** if any claims are made.

## Section L – Replacement locks

### What is covered

If the keys, lock transmitter or entry card for a keyless entry system of **the car** are lost or stolen, **we** will pay up to £500 towards the cost of replacing:

- all entry locks that can be opened by the missing item; and
- the lock transmitter, entry card and central locking system; and
- the ignition and steering lock.

**We** will also pay the reasonable cost of protecting **the car**, transporting it to the nearest repairers when necessary and delivering it to **your** address after repair.

A claim under this section only will not affect **your** no claim discount.

### What is not covered

**We** will not pay:

- the first £100 of any claim; or
- any claim where the keys, lock transmitter or entry card are either:
  - a) left in or on **the car** at the time of the loss; or
  - b) taken without **your** permission by a person known to **you**.

## Policy Exclusions

- 1 **We** will not pay claims arising directly or indirectly from any of the following:
    - a) **The car** being driven by, or being in the charge of, someone who is not described in **your certificate of motor insurance** as entitled to drive, other than in the event of **medical emergency** situations as described in sections A, C and G, or while **the car** is with a member of the motor trade for servicing or repair.
    - b) **The car** being driven, with **your** permission, by anyone who **you** know does not hold a driving licence or is disqualified from driving. However, **we** will still give cover if the person used to hold a licence and is allowed to hold one by law.
    - c) **The car** being driven by someone who does not meet all the conditions of their driving licence.
    - d) **The car** being used for a purpose that is not shown as covered in **your certificate of motor insurance** other than while **the car** is with a member of the motor trade for servicing or repair.
    - e) **The car** being used for hiring, racing, competitions, rallies or trials.
  - 2 If **you** receive any payment for giving people lifts in **the car**, the policy is not valid if:
    - a) **The car** is made or altered to carry more than eight people including the driver; or
    - b) **You** are carrying the passengers as part of a business of carrying passengers; or
    - c) **You** are making a profit from the payments **you** receive.
  - 3 **We** will not pay claims arising directly or indirectly from any of the following:
    - a) Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
    - b) The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
    - c) Pressure waves caused by aircraft (and other flying objects) travelling at any speed.
    - d) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
    - e) Acts of **terrorism**.
  - 4 **We** will not pay claims arising directly or indirectly from earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands, except under section G.
  - 5 **We** will not pay for any liability **you** accept under an agreement or contract, unless **you** would have been legally liable anyway.
  - 6 Any decision or action of a court which is not within the **geographical limits** is not covered by this policy unless the proceedings are brought or a judgement is given in a foreign court because **the car** was used in that country and **we** had agreed to cover it there.
  - 7 **We** will not pay claims arising directly or indirectly from any motor car being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area or any part of airport premises to which the public does not have access to drive their vehicle.
- However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.

## Standard Endorsements

(These only apply if it says so on the **schedule**)

- I) **We** will not pay for any loss or damage caused by theft or attempted theft if any security or tracking device fitted to **the car** has not been set or is not in full working order, or the network subscription for the maintenance contract of any tracking device is not current.
- H) **We** will not pay for any claim when **the car** is being driven by or is in the charge of anyone who is under 21 years old or anyone who does not hold a full driving licence issued within the **geographical limits** or the European Union, to drive **the car**, unless **you** have sent **us** their details and **we** have accepted them in writing. The information required under policy condition 10 on page 19 must still be disclosed for all drivers aged 21 or over.

Y) **We** will not pay for any claim when **the car** is being driven by or is in the charge of anyone who is under 25 years old or anyone who does not hold a full driving licence, issued within the **geographical limits** or the European Union, to drive **the car**, unless **you** have sent **us** their details and **we** have accepted them in writing. The information required under policy condition 10 on page 19 must still be disclosed for all drivers aged 25 or over.

## Policy Conditions

### 1. How to claim

Please phone **our** Onecall helpline as soon as possible to report the incident.

The helpline number is 0845 122 3018 (if you are calling from outside the UK, please telephone +442380 621982). Details of the benefits **you** will receive through **our** Onecall service are on page 5.

**You** must send **us** any letter, claim, writ or summons as soon as **you** receive it. **You** must also let us know straight away if **you** or **your** legal advisers know of any prosecution, inquest or fatal accident inquiry that might be covered under this policy.

### 2. Dealing with claims

**You** or any other person who claims under this policy must not negotiate, admit fault or make any payment, offer or promise of payment unless **you** have **our** written permission.

In dealing with any claim under the terms of this policy **we** may:

- carry out the defence or settlement of any claim and choose the solicitor who will act for **you** in any legal action; and
- take any legal action in **your** name or the name of any other person covered by this policy.

**We** can do any of these in **your** name or in the name of any person claiming under this policy.

Anyone who makes a claim under this policy must give **us** any reasonable information **we** ask for.

### 3. Compulsory insurance

If the law of any country says **we** must make a payment that **we** would not otherwise have paid, **you** must repay this amount to **us**.

### 4. Other insurance

If any incident that leads to a valid claim is covered under any other insurance policy, **we** will only pay our share of the claim.

### 5. Reasonable precautions

Anyone covered by this policy must take all reasonable steps they can to protect **the car**, and anything in or attached to it, against loss or damage. (This includes making sure that all windows, doors, roof openings, removable roof panels or hoods are closed and locked, and the keys (or any other device needed to lock **the car**) are not left in or on **the car**.)

**The car** must be kept in good working order. **We** may examine **the car** at any time.

### 6. Keeping to the terms of the policy

**We** will only provide cover under this policy if:

- any person claiming cover has met with all the terms of the policy, as far as they apply; and
- the declaration and information given on the **proposal** or shown in the **statement of insurance** or **statement of fact** which this contract is based on is complete and correct as far as **you** know; and
- any person claiming cover provides **us** with any reasonable information that **we** ask for.

### 7. Fraud

**We** will not make any payment if:

- **You** mislead **us** in any way, including over who is the main user of **the car**, in order to get insurance from **us**, to obtain more favourable terms or to reduce **your** premium; or
- Any claim or part of any claim is fraudulent, false or exaggerated.

In these circumstances, all cover will be cancelled from the date of the fraud or misrepresentation and no premium will be refunded. If **we** have made a payment **we** would not otherwise have made **you** must repay that amount to **us**.

### 8. Cancelling your policy

**You** have 14 days from the start date of the policy or the date **you** receive the policy documents, whichever is the later, to cancel the cover. **You** can cancel by phoning Fish Insurance. Cancellation can take effect immediately or from a later date, but cannot be backdated to any earlier date.

**You** must then return **your certificate of motor insurance** to Fish Insurance. It is an offence under the Road Traffic Act not to return **your certificate of motor insurance**.

Cancelling any direct debit instruction does not mean **you** have cancelled the policy. **You** will still need to follow the instructions above. If **you** are paying by instalments **you** may still have an obligation to make payments under **your** credit agreement.

If cover has not yet started, **we** will refund any premium paid in full. This refund will not be sent to **you** unless and until **we** receive your **certificate of motor insurance**. If cover has started, **you** will have to pay for any period of cover that has already been provided as well as an administration charge (subject to Insurance Premium Tax where applicable).

If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

After the 14-day period **you** can cancel this policy by phoning Fish Insurance. Cancellation can take effect immediately or from a later date, but cannot be backdated to any earlier date. **You** must then return **your certificate of motor insurance** to Fish Insurance. It is an offence under the Road Traffic Act not to return **your certificate of motor insurance**.

Cancelling any direct debit instruction does not mean **you** have cancelled the policy. **You** will still need to follow the instructions above. If **you** are paying by instalments **you** may still have an obligation to make payments under **your** credit agreement.

If no claims have been made during the current **period of insurance**, **we** will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge (subject to Insurance Premium Tax where applicable). This refund will not be sent to **you** unless and until **we** receive **your certificate of motor insurance**.

If any claim has been made in the current **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

Fish Insurance or **we** can cancel this policy by sending **you** seven days' notice to **your** last known address. **You** must then return **your certificate of motor insurance** to Fish Insurance. It is an offence under the Road Traffic Act not to return **your certificate of motor insurance**.

**We** will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge (subject to Insurance

Premium Tax where applicable). This refund will not be sent to **you** unless and until **we** receive **your certificate of motor insurance**.

If **you** are paying by instalments **you** may still have an obligation to make payments under **your** credit agreement.

## 9. Reduction of cover when the car is out of use

If for any reason, other than loss or damage that is covered by this policy, **the car** is to be out of use for more than 28 consecutive days, **you** may reduce the cover provided by this policy. **We** will continue to provide cover against loss or damage caused by fire, theft or attempted theft provided **the car** is kept in a locked garage or similar storage facility. **You** must return **your certificate of motor insurance** to Fish Insurance. The period of reduced cover will start from the day this is received. **We** will allow a rebate equal to 75% of the premium for the period of reduced cover.

## 10. Changes you must tell Fish Insurance about

**You** must tell Fish Insurance about any of the changes below straight away. If **you** do not tell Fish Insurance about these changes, **your** policy may no longer be valid or **we** may not pay **your** claim. In these circumstances, no premium would be refunded to **you** unless and until **you** return **your certificate of motor insurance** to Fish Insurance.

These changes may result in a change to **your** premium and/or **excess**. **We** will not request from **you**, or refund to **you** any difference in premium following a change being made to **your** policy during the **period of insurance** if it is less than £10. **We** may make an administration charge (subject to Insurance Premium Tax where applicable) if **you** alter **your** policy.

- **You** change **the car** or its registration number, sell **the car** or **you** get another car.
- **You** change **your** address or the address at which **the car** is kept overnight.
- There is a change to the estimated annual mileage that **the car** will cover.
- **The car** is or will be:
  - Changed from the manufacturer's original specification;
  - Taken abroad, either for more than 90 days or outside the European Union;
  - Used for any purpose not covered by **your certificate of motor insurance**.

- Involved in an accident or fire, or someone steals, damages or tries to break into it.
- There is any change of main user of **the car**.
- **You** or any other person who may drive **the car**:
  - Have a motoring conviction (including any fixed penalty offences);
  - Have a non-motoring criminal conviction;
  - Passes their driving test or has their licence suspended or revoked;
  - Changes their name;
  - Changes job, starts a new job, including any part-time work, or stops work;
  - Is involved in any accident or has a vehicle damaged or stolen, whether covered by this policy or not;
  - Has had insurance refused, cancelled or had special terms put on;
  - Develop a health condition that requires notification to the DVLA, or an existing condition worsens. **You** can find additional information in the Motoring section at [www.direct.gov.uk](http://www.direct.gov.uk) or pick up leaflet D100 from the Post Office.
- **You** wish to change who is allowed to drive **the car**. Drivers aged 21 or under will not be covered unless **we** have been given their details and accepted them in writing. **You** must still disclose the information shown above for any driver aged 21 or over.

Please ask Fish Insurance or **us** for help if **you** are not sure whether certain information needs to be disclosed.

## 11. Data protection notice

Please read this notice carefully as it contains important information about **our** use of **your** personal information.

In this notice, **we** and **us** and **our** means Ageas Insurance Limited and Fish Insurance. **Your** personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else. If **you** do give **us** anyone else's personal information, **you** should show this notice to them, as it will also apply to them. **You** must ensure that all personal information **you** provide is accurate and complete.

## Sensitive information

Some of the personal information that **we** ask **you** to provide is known as sensitive personal data. This will include information relating to health, race, religion and any criminal convictions. **We** need to use sensitive personal data to manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

## How we use your personal information

**We** are part of the Ageas group of companies. **We** may share **your** personal information with other companies in the Ageas group for any of the purposes set out in this notice. The Ageas group includes Ageas (UK) Ltd, Ageas Insurance Ltd, RIAS Plc, Text2Insure Ltd, UKAIS Ltd and Ageas Life UK Ltd.

**We** will use **your** personal information to manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and providing renewal information to **you** or Fish Insurance.

**We** may use **your** personal information and information about **your** use of **our** products and services to carry out research and analysis.

**We** may have to share **your** personal information with other insurers, regulatory authorities, **our** business partners or agents providing services on **our** behalf.

**We** will share **your** personal information with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims;
- for underwriting purposes;
- to prevent or detect crime (see below);
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); or
- if **you** have given **us** permission.

If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

## Preventing crime

**We** may use **your** personal information to prevent crime. In order to prevent crime **we** may:

- check **your** personal information against **our** own databases;
- share it with fraud prevention agencies;
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss), to the operators of these registers; and/or
- share it with the Motor Insurance Database (MID) which may be used to establish whether a driver is insured to drive a vehicle and/or for preventing or detecting crime. If **you** are involved in an accident in the UK or abroad, the MID may be searched to obtain relevant policy information. **You** can find out more at [www.mib.org.uk](http://www.mib.org.uk).

## Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy.

## Marketing

**We** will only use **your** personal information to market **our** products and services to **you** if **you** agree to this.

## Monitoring and recording

**We** may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

## Further information

**You** are entitled to receive a copy of the information **we** hold about **you**. If **you** would like to receive a copy of **your** personal information held by Ageas Insurance Limited, or if **you** would like further information on, or wish to complain about, the way Ageas Insurance Limited uses **your** personal information, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

If **you** would like to receive a copy of **your** personal information held by Fish Insurance, or if **you** would like further information on, or wish to complain about, the way Fish Insurance uses **your** personal information, please write to the Data Protection Officer at Fish Insurance, 2-4 Riversway Business Village, Navigation Way, Preston, PR2 2YP.

In all cases please give **your** name, address and insurance policy number.

**You** may be charged a small administration fee for copies of **your** personal information.

## 12. Law applicable to the contract

English law will apply to this contract unless **you** and **we** agree otherwise. (If **you** live in Jersey, the law of Jersey will apply to this contract and the Jersey courts will have exclusive jurisdiction over disputes between **us** and **you** in relation to it.)

## 13. Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

## What to do if You have a Complaint

**We** do not like to make mistakes, but if they do happen, **we** will be honest and open enough to apologise and correct them as quickly as **we** can.

If **you** are unhappy in any way with the service **you** have received from Ageas or Fish Insurance, **our** complaints procedure enables **you** to express **your** dissatisfaction and have a full understanding of how **your** complaint will be handled. If unfortunately **you** feel **our** customer service levels have failed to meet **your** expectations, please follow the instructions below to find out how to make **your** complaint. Following the complaints procedure does not affect **your** rights to take legal proceedings.

In the first instance	
Claims Related Complaints	Any other type of complaint
Contact <b>your</b> claim handler. <b>You</b> will find their name and number on any correspondence they have sent <b>you</b> . Alternatively, <b>you</b> may wish to contact a Customer Service Advisor at the address below.	Call the Fish Customer Services Department on 0500 432 141.
If your problem has not been resolved	
Claims Related Complaints	Any other type of complaint
Write to Ageas; Mark Cliff, Managing Director, Ageas Insurance Limited, Ageas House, Tollgate, Eastleigh, Hampshire. SO53 3YA	Write to Fish; The Complaints Officer, Fish Insurance, 2-4 Riversway Business Village, Navigation Way, Preston. PR2 2RP
If you are not satisfied with the final decision you can contact	
Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR Telephone: 0845 080 1800 <b>You</b> must do this within 6 months of receiving the final response from Fish or Ageas	

### Financial Services Compensation Scheme

If **we** cannot meet **our** liabilities, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Claims for compulsory insurance, such as third party motor insurance, are covered in full.

Any claims made to the Financial Services Compensation Scheme for non-compulsory (optional) insurance, such as damage to the insured car and for any unused premium, are covered up to 90% of the value of the claim submitted.

**You** can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 020 7892 7300.

### Registered address

Fish Insurance  
2-4 Riversway Business Village  
Navigation Way  
Preston  
PR2 2YP

Email: [info@fishinsurance.co.uk](mailto:info@fishinsurance.co.uk)  
Website: [www.fishinsurance.co.uk](http://www.fishinsurance.co.uk)  
Registered number 4214119

Fish Insurance is authorised and regulated by the Financial Services Authority.

## Ageas Legal Guard

**Claims Helpline 0800 999 0800**

Open 24 hours a day, 365 days a year.

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### Introduction

Ageas Legal Guard - Individual and Family Legal Insurance, offers peace of mind for you and your family\* and excellent value for money, with high levels of cover.

Individual and Family Legal Insurance from Ageas Legal Guard covers you and your family should you be unfortunate enough to be involved in any type of accident where someone else is to blame. Ageas Legal Guard also provides physiotherapy treatment cover for each injured person. Ageas Legal Guard provides up to £100,000 of legal insurance if you or a member of your family need to pursue a legal claim in the event of a personal injury and/or loss. Ageas Legal Guard will ensure you immediately receive the right level of legal, medical and personal support.

### Ageas Legal Guard - Individual and Family Legal Insurance will provide cover for you and your family whilst you are:

- driving any vehicle
- a passenger in any vehicle
- using public transport
- at work
- a pedestrian

- cycling
- at school
- shopping
- on holiday

\* Family cover includes you and any member of your family normally living at your main address.

### Ageas Legal Guard - Individual and Family Legal Insurance will provide you and your family with the following benefits:

- access to an Ageas Legal Guard specialist personal injury solicitor
- up to £375 of physiotherapy treatment with a local accredited physiotherapist for each injured person
- a like-for-like replacement vehicle if your vehicle is off the road following an accident
- access to a confidential legal helpline for any personal legal matter

### What to do if you need to make a claim

Call the Claims Helpline 0800 999 0800 open 24 hours a day, 365 days a year.

If, following an accident which was not entirely your fault, you or a member of your family are injured, suffer personal losses or require a replacement vehicle, Ageas Legal Guard will provide immediate access to a specialist solicitor, physiotherapist and/or replacement vehicle provider.

Before you do anything, please call the Claims Helpline on 0800 999 0800.

Our experienced and friendly staff will discuss the accident details with you and advise whether a claim can be made. If you are uncertain whether you can claim under your Ageas Legal Guard policy, please call our Claims Helpline in any event – we will be more than happy to help.

Once you have notified us of your claim, you will be provided with a dedicated claims handler to provide expert advice. Your claim will be dealt with quickly, professionally and with the sympathy you would expect during what can often be a stressful and difficult time.

If you or a member of your family is involved in an accident, please remember to obtain as many details as possible, including the name and address of anyone who may have witnessed the accident.

## Legal Helpline 0845 241 9669

The Legal Helpline is open 24 hours a day, 365 days a year.

Ageas Legal Guard provides a FREE confidential legal helpline should you or a member of your family need advice on any personal legal matter including:

- personal injury and/or losses
- employment disputes
- contractual disputes
- matrimonial issues
- property issues
- wills and probate

## Claims administration

All claims reported under your Ageas Legal Guard policy will be administered by: B4 Claims Limited, 7 Farleigh Court, Old Weston Road, Flax Bourton, Bristol, BS48 1UR

## What to do if you have a complaint

It is our intention to provide a first class service at all times. If however you experience a problem with any part of our service, we will resolve it as quickly as possible.

## What you should do first

- If your complaint is about the way in which your policy was sold to you, call the Fish Insurance Customer Service Team on 0500 432 141
- If your complaint is about a claim please call Ageas' Legal Guard Team on 0845 450 2238

## If your problem has still not been resolved

### Step 1

Please write to: Customer Service Advisor, B4 Claims Limited, 7 Farleigh Court, Old Weston Road, Flax Bourton, Bristol BS48 1UR

### Step 2

If you are not satisfied with our handling of your complaint you can write to: Customer Service Advisor, Ageas Insurance Limited, Ageas House, Tollgate, Eastleigh, Hampshire SO53 3YA

### Step 3

If you are still not satisfied with the handling of your complaint you can write to: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

Using this complaints procedure will not affect your legal rights.

## Service standards

We will reply to any letter you send us within 2 working days of receiving it. In our letter we will tell you who will be dealing with your complaint and when you should expect a reply.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation under the scheme. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Services Authority or the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or by phoning 020 7892 7300.

## Contract of Insurance

This policy is a contract between **you** and **us**. It is not intended that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this policy or has the right to enforce any part of it.

In return for **you** paying or agreeing to pay the premium, **we** will provide cover under the terms of this contract of insurance for an **insured incident** that happens during the **period of insurance** and within the **geographical limits**.

English law will apply to this contract of insurance unless **you** and **we** agree otherwise.

Signed for and on behalf of Ageas Insurance Limited



Mark Cliff  
Managing Director

## Definitions

Throughout this policy certain words and phrases are printed in **bold**, these have the meanings set out below.

### Geographical limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and any country which is a member of the European Union.

### Insured incident

An accident that takes place within the **geographical limits** which results in **you** suffering:

- personal injury or death; and/or
- personal losses

### Legal costs and expenses

Fees and costs **we** or the **solicitor** incur and the costs of any civil proceedings incurred by an opponent for which **you** are liable by order of the court or by agreement with **us**.

### Limit of indemnity

The maximum amount **we** will pay for each **insured incident** or series of **insured incidents** which are linked.

### Motor vehicle

The vehicle **you** are travelling in at the time of the **insured incident**.

### Period of insurance

The length of time that the contract of insurance applies for. This is shown in the schedule attached to the motor insurance policy sold in conjunction with this legal insurance policy.

### Solicitor

The **solicitor** or firm of **solicitors** or other appropriately qualified person **we** appoint to act for **you**.

### We, our, us

Ageas Insurance Limited.

### You, your

- the policyholder named in the schedule attached to the motor insurance policy sold in conjunction with this policy and any member of the policyholder's family living at the policyholder's main address
- any authorised driver or passengers in the **motor vehicle** at the time of a road traffic accident

## Claims for compensation

### What is covered

**We** will pay the costs of pursuing a civil claim for compensation following an **insured incident** that directly results in **you** suffering:

- personal injury or death; and/or
- personal losses

The **insured incident** must have taken place within the **period of insurance** and within the **geographical limits**. The **limit of indemnity** of this section is £100,000.

**We** will pay the cost of an appeal provided that **we** are notified in writing by **you** or the **solicitor** of the intention to appeal no later than six working days before the time for making the appeal expires and that **we** consider there are reasonable prospects of the appeal succeeding.

**We** will pay for reasonable costs incurred with **our** agreement in attempting to enforce a judgement obtained in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands against a defendant who is resident elsewhere.

### What is not covered

- **Legal costs and expenses you** incur before **we** have agreed to them
- Claims arising from **your** deliberate or criminal act
- Legal costs, expenses, fines or other penalties **you** are ordered to pay by a criminal court
- Incidents involving a **motor vehicle** owned or driven by **you** where:
  - **you** or the driver, driving with **your** authority, did not hold a valid driving licence
  - the **motor vehicle** was not covered by a valid test certificate unless it is not a legal requirement to have one
  - the **motor vehicle** was not in a roadworthy condition
  - the **motor vehicle** was being used in a rally, race, competition or trial of any kind
- Claims arising from clinical negligence, malpractice or allegations thereof
- Any injury or illness which develops gradually and is not caused by a specific or sudden event
- Any costs relating to the pursuit of a claim against **us**
- Any avoidable correspondence or **legal costs and expenses** beyond those for which approval has been granted

- Any incident or matter arising before the start of the **period of insurance**
- **We** shall not be liable for **legal costs and expenses** incurred for pursuing a claim following an incident that occurs in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands under the jurisdiction of any court other than in those places
- **Your legal costs and expenses** if they are only payable if **your** claim is successful
- Any interim disbursements or fees

## Claims for physiotherapy

### What is covered

**We** will pay **your** physiotherapy costs of up to £375 for each injured person if **we** have agreed to pay them provided that:

- the treatment is provided by **our** appointed physiotherapy provider; and
- **you** are pursuing a third party for compensation using one of **our solicitors** who has referred **you** to **our** preferred physiotherapy provider; and
- the treatment provider has confirmed that treatment is appropriate through an initial telephone screening undertaken by a clinician.

### What is not covered

**We** will not pay for any physiotherapy costs incurred:

- without **our** permission
- after medical opinion has concluded that further treatment will not benefit **you** in **your** recovery from the injury
- in relation to a condition or injury that is not directly attributable to an **insured incident**
- more than 12 months after the **insured incident**
- whilst **you** are a day-patient or in-patient
  - Day patient is defined as requiring, for medical reasons, a period of clinically supervised recovery in hospital or day patient unit, but not requiring a stay overnight
  - In-patient is defined as requiring, for medical reasons, a stay in hospital overnight or longer
- outside the United Kingdom

## Terms and Conditions

### 1. Keeping to the terms of the policy

**We** will only pay claims if **you** have met all the terms of this policy as far as they apply.

### 2. Cancellation

**You** have 14 days from the receipt of your policy booklet to cancel cover subject to **you** having not made any claims under the policy. To exercise **your** right to cancel please contact Fish Insurance who will also arrange a refund of **your** premium.

After the 14-day period **you** can cancel this policy by contacting Fish Insurance. There will be no refund given if the policy is cancelled after the 14-day period.

**We** can cancel this insurance at any time by giving **you** seven days' written notice to **your** last known address. If **we** do cancel this insurance there will be no refund given.

### 3. Notices

Any notices or communication **we** send to **you** about any claims under this policy will be sent to the address of **your solicitor** and will be deemed to have been received by **you**. Any notices or communication **you** or **your** representatives send to **us** should be sent to Ageas Legal Guard 7 Farleigh Court, Old Weston Road, Flax Bourton, Bristol BS48 1UR.

### 4. Claims notification

If **you** wish to claim under this policy **you** must do so within 180 days of the **insured incident** providing a truthful report of the **insured incident**, the details of any witnesses and documentary or other evidence available.

### 5. Prospects of success

**We** will only provide indemnity for a claim if **we** consider it has reasonable prospects of succeeding and the cost of pursuing the claim does not exceed the likely compensation award. If **we** do not consider **your** claim has reasonable prospects of success **we** will tell **you** why. If, having accepted **your** claim **we** consider the prospects of it succeeding to no longer be reasonable **we** may discontinue indemnifying **you** and will tell **you** why.

**We** may, at **our** discretion, decide to pay **you** an amount equal to **our** reasonable estimate of the value of the claim instead of starting or continuing legal proceedings.

## 6. Representation

**We** have the right to take over the conduct of **your** claim in **your** name.

If court proceedings are necessary **we** will nominate a **solicitor** to act for **you**. **You** may nominate **your** own legal representative and unless there are exceptional reasons why **we** will not do so **we** will nominate **your** choice to act on **your** behalf.

If **you** and **we** are unable to agree on the choice of **solicitor** or legal representative it shall be referred to arbitration in accordance with section 11. In nominating a legal representative **you** must bear in mind **your** duty to minimise **your legal costs and expenses**.

**Please note:** Physiotherapy cover provided under this policy will not be available should **you** appoint **your** own legal representative.

**We**, at all times during **your** claim, reserve the right to nominate a **solicitor** to safeguard **your** immediate interests.

If for any good reason the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** claim from the **solicitor**, **our** liability will cease immediately unless **you** agree to the appointment of another **solicitor** to continue with the claim. **We** shall, however, have no liability to meet the additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.

## 7. Claims procedure

If **your** claim is for personal losses only and does not exceed the small claims court limit **we** may attempt to negotiate a settlement with **your** prior consent. **You** may not withhold that consent unreasonably.

**We** are not liable to provide representation at court for claims which do not exceed the small claims court limit. **We** do however reserve the right to provide such representation if **we** think it is appropriate.

**You** shall co-operate with **us** and the **solicitor** at all times and shall keep **us** informed of any developments relating to **your** claim.

**We** shall have direct access to the **solicitor** at all times.

**You** agree that the **solicitor** shall provide **us** with any information **we** require in respect of **your** claim.

**You** must get **our** written permission before **you**;

- Instruct counsel to appear before a court or tribunal before which a **solicitor** has a right of audience
- Instruct a Queen's Counsel
- Incur unusual expert's fees or disbursements
- Appeal against any judgement

Neither **you** nor **your solicitor** should make an agreement, undertaking or promise to each other or to any witness which may affect any **legal costs and expenses**.

If **we** request **you** to do so **you** will instruct **your solicitor** to have its **legal costs and expenses** assessed by the court.

## 8. Offers to settle

**You** or **your solicitor** must inform **us** immediately in writing of any offer or payment into court made in an attempt to settle **your** claim.

If **you** do not accept an offer or payment into court and the amount of the offer or payment into court is not bettered by the amount **you** eventually recover **we** shall not be liable for further **legal costs and expenses** unless upon being notified of the offer or payment into court **we** agreed to the claim continuing. **We** shall not withhold such agreement unreasonably.

**We** reserve the right at any time of **your** claim to obtain counsel's opinion on any aspect of **your** claim. If counsel's opinion is that **your** claim does not have reasonable prospects of succeeding or **you** do not have reasonable prospects of recovering more than an offer or payment into court **we** have the right to withdraw indemnity.

## 9. Withdrawing from the claim

If **you** unreasonably withdraw from a claim without **our** prior agreement **you** will be responsible for all of the **legal costs and expenses** incurred in the claim including any **legal costs and expenses** **we** have already paid or those **we** consider **we** are obliged to pay as a result of **you** withdrawing from the claim.

**You** will also be responsible for any physiotherapy costs incurred up to the date of the withdrawal.

## 10. Recovery

**You** must take every step to recover in **your** name and for **our** benefit all damages and **legal costs and expenses** that **we** have to pay. All such damages and **legal costs and expenses** that are recovered must be paid to **us**.

## 11. Arbitration

If **you** and **we** are unable to agree on any aspect of claim handling at **your** written request a legal representative shall be jointly appointed to adjudicate on the dispute. If **you** and **we** are unable to agree on the appointment of a legal representative one shall be appointed by either the president of the Law Society of England and Wales or the Law Society of Scotland as the case may be.

The decision of the legal representative shall be binding on **you** and **us** and all costs incurred in resolving the dispute shall be paid by the person against whom the decision was made.

## 12. Language

All documents and communications will be received in the English Language.

## Data Protection Notice

Please read this notice carefully as it contains important information about **our** use of **your** personal information.

In this notice, **we** and **us** and **our** means Ageas Insurance Limited. **Your** personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else. If **You** do give **us** anyone else's personal information, **you** should show this notice to them, as it will also apply to them. **You** must ensure that all personal information **you** provide is accurate and complete.

### Sensitive information

Some of the personal information that **we** ask **you** to provide is known as sensitive personal data. This will include information relating to health, race, religion and any criminal convictions. **We** need to use sensitive personal data to manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

### How we use your personal information

**We** are part of the Ageas group of companies. **We** may share **your** personal information with other companies in the Ageas group for any of the purposes set out in this notice. If **you** would like information on the companies in the Ageas group, please write to the Data Protection Officer at the address set out below. **We** will also share **your** personal information with the B4 Group (which includes B4 Insurance Limited, B4 Claims

Limited and B4 Marketing Limited) and agents carrying out specialist services for the B4 Group (such as hire car suppliers and medical specialists) who will also use it for the purposes set out in this notice.

**We** will use **your** personal information to manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and providing renewal information to **you** or **your** insurance adviser.

**We** may use **your** personal information and information about **your** use of **our** products and services to carry out research and analysis. **We** may have to share **your** personal information with other insurers, regulatory authorities, **our** business partners or agents providing services on **our** behalf.

**We** will share **your** personal information with others:

- If **we** need to do this to manage **your** policy with **us** including settling claims;
- For underwriting purposes;
- to prevent or detect crime (see below);
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); or
- if **you** have given **us** permission.

If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

### Preventing crime

**We** may use **your** personal information to prevent crime. In order to prevent crime **we** may:

- check **your** personal information against **our** own databases;
- share it with fraud prevention agencies;
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers; and/or
- share it with the Motor Insurance Database (MID) which may be used to establish whether a driver is insured to drive a vehicle and/or for preventing or detecting crime. If **you** are involved in an accident in the UK or abroad, the MID may be searched to obtain

- relevant policy information. **You** can find out more at [www.mib.org.uk](http://www.mib.org.uk).

## Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy.

## Marketing

**We** will only use **your** personal information to market **our** products and services to **you** if **you** agree to this.

## Monitoring and recording

**We** may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

## Further information

**You** are entitled to receive a copy of the information **we** hold about **you**. To receive a copy, please contact **our** Data Protection Officer, giving **your** name, address and insurance policy number. **We** may charge **you** a small fee for this.

If **you** require further information on, or wish to complain about, the way that **we** use **your** personal information, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

## Ageas Legal Guard is administered by

B4 Insurance™ Limited

7 Farleigh Court, Old Western Road  
Flax Bourton, Bristol BS48 1UR

B4 Insurance™ Limited is part of B4 Group™ Limited.

Registered address

Ageas Insurance Limited  
Ageas House, Tollgate

Eastleigh, Hampshire SO53 3YA

Registered Number: 354568

Email: [talkback@ageas.co.uk](mailto:talkback@ageas.co.uk)

Website: [www.ageas.co.uk](http://www.ageas.co.uk)

Ageas Insurance Ltd and B4 Insurance™ Ltd are authorised and regulated by the Financial Services Authority.

## UK Breakdown Recovery

This policy is administered by AXA Assistance (UK) Ltd, which operates the 24-hour motoring assistance helpline. AXA Assistance (UK) Ltd is authorised and regulated by the FSA, registration number 439069.

This policy is underwritten by Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK.

The FSA is an independent non-governmental body, given statutory powers by the Financial Services and Markets Act 2000. The address of the FSA is 25 The North Colonnade, Canary Wharf, London E14 5HS. Information can be obtained either by phoning to their Consumer Helpline 0845 606 1234 (local call rates) or by visiting the following website: [www.fsa.gov.UK](http://www.fsa.gov.UK).

This document sets out the terms and conditions of your cover and it is important that you read it carefully.

Each section of cover confirms what is and is not covered. There are also general exclusions that apply to all sections of cover and general conditions that you must comply with for the policy to operate. If you find that the cover does not meet your needs, contact Fish Insurance within 14 days of receipt of this document who will arrange to cancel your policy.

## Meaning of words

Wherever the following words and phrases appear in bold in this document and in the Motoring Assistance Schedule they will always have these meanings:

### **We , us , our**

Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK. Registered branch number: FC008998.

AXA Assistance (UK) Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK. Registered company number: 02638890.

### **You , your, you're ,driver**

The policyholder or any person driving the insured vehicle with **your** permission, and/or any passenger in the insured **vehicle** (maximum 7 people including the **driver**).

## Vehicle

Your motor vehicle as described in your current certificate of motor insurance. The insured vehicle must be no more than:

- 16 years of age
- 3,500 kg in gross weight
- 5.1m in length
- 2.1m in width
- 1.95m in height

This also includes any caravan or trailer attached to **your** motor **vehicle** (as long as it is no longer than 8m in length, 3m in height and 2.25m in width). **You** must carry a serviceable spare tyre and wheel for **your vehicle**, caravan or trailer, if it is designed to carry one.

## Period of insurance

The period shown in **your** current Certificate of Motor Insurance.

## UK

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## Your Home

The **UK** address last notified to Fish Insurance as **your** permanent residence or place where **your vehicle** is normally kept.

## Breakdown

Immobilisation of the **vehicle** as a result of mechanical **breakdown**, accident, act of vandalism, fire or attempted/recovered theft, flat tyre, lack of fuel, flat battery, occurring within the **UK** (or Western European territorial limits if the appropriate premium has been paid during the **period of insurance**).

## Section 4 UK Breakdown Assistance in the UK

### What is covered

#### 1 Home And Roadside Assistance

If **your vehicle** breaks down in the UK within the **Period of insurance**, **we** will try to repair the **insured vehicle** at the roadside. The repair work will be free of charge, for up to one hour, but **you** must pay the cost of any parts, fuel or other supplies used to repair the **insured vehicle**. If **we** cannot repair the **insured vehicle** at the roadside and it cannot be repaired the same day at a local garage after being recovered by **us**, and **you** were originally stranded more than one mile away from **your home**, **we** will arrange and pay for one of the following;

#### 1A Onward Travel

**We** will arrange and pay for the **vehicle**, **you** and six passengers to continue with **your** journey to **your** destination or to return **home**, or

#### 1B Hotel Accommodation

If **you** are more than 50 miles from **your** home address, **we** will pay for the cost of bed and breakfast for one night only for **you** and up to six passengers. The most **we** will pay is £50 per person. **You** must pay for any extra hotel costs, or

#### 1C Car Hire

**We** will arrange and pay for a hire car, up to 1600cc, for up to 24 hours. The **driver** must have a valid driving license, and **you** or the **driver** must pay a deposit to the hire-car company by credit card, to cover the cost of the fuel **you** or the **driver** use, insurance and any extra days' hire. **We** will provide car hire as long as **you** or the **driver** are between 25 and 65 years old. (**We** will try to arrange something for **you** or the **driver** if you are under 25 or over 65, but **we** cannot guarantee that **we** will be able to help). **You** or the **driver** may not be able to get a hire car if **you** have endorsements on the driving licence.

**We** will choose the most appropriate solution from the options above.

If **we** have to make a forced entry to the insured **vehicle** because **you** are locked out or have lost **your** keys, **you** must sign a declaration, saying that **you** will be responsible for the damage.

#### 2 Storage

If the insured **vehicle** has to be stored after **we** have recovered it, **we** will pay for the cost of storing the insured **vehicle**. The most **we** will pay is £50.

#### 3 Replacement Drivers

If **you** are the only **driver** and can't drive because **you're** ill, or injured after an accident in **your vehicle** we can arrange and pay for a replacement driver to take **you**, the insured **vehicle** and **your** passengers to your **home** address. **You** will need to provide a medical certificate of the **driver** before we provide this benefit.

#### 4 Message Service

**We** can get a message to a person you have chosen, if **your** journey has been delayed as a result of a **breakdown**

#### 5 Broken Glass

**We** can arrange for an approved supplier to come out to **you** to replace any broken glass, but **you** will have to pay for the work they do.

## 6 Claims

We are not responsible for more than four claims against the service during any 12 month **period of insurance**.

Once the maximum number of claims has been reached, a referral service will be offered and costs will be charged to **you**. **You** must carry a serviceable spare tyre and wheel for your vehicle, trailer and caravan.

### What is not covered:

Anything mentioned in the General Exclusions.

## Section 5 European Assistance

The cover in this section will only apply if specifically requested, paid for and stated in your policy schedule.

The most we will pay for all claims arising out of one event under this section is £2,500 subject to the terms and conditions of this policy.

In addition to those detailed in the UK section, wherever the following words and phrases appear in bold in this document and Motoring Assistance Schedule they will always have these meanings:

### Journey

A return trip in your **vehicle** between your **home** in the UK and your destination abroad, within the **territorial limits**, which does not exceed the European **period of insurance**.

The **territorial limit** for Section 5 is Andorra, Austria, Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

### What is covered:

#### 1 Roadside Assistance And Recovery

If **your vehicle** breaks down within the **Period of insurance** we will try to repair **your vehicle** at the roadside. The repair work will be free of charge for up to one hour, but **you** must pay the cost of any parts, fuel or other supplies used to repair the insured **vehicle**. If the insured **vehicle** cannot be repaired at the roadside, **we** will arrange and pay for it to be taken to the nearest repairer for it to be repaired at **your** cost.

#### 2 Vehicle Repatriation

If **your vehicle** can't be repaired in Europe, **we** will arrange and pay for it to be taken to the nearest garage to **your home** address in the **UK**.

## 3 Storage

If **your vehicle** has to be stored whilst **you** are waiting for it to be recovered or taken back to the **UK** by **us**, **we** will pay for the cost of storing it. The most **we** will pay is £100.

## 4 Onward Travel And Accommodation

If **your vehicle** can't be repaired the same day of being recovered by **us**, **we** will arrange and pay for one of the following:

- Up to three night's bed and breakfast accommodation for **you** and up to six passengers. The most we will pay is £50 a night for each person, provided **your** original accommodation has been pre-paid and **you** can't get **your** money back. **You** must pay for any extra hotel costs; or
- A hire car, up to 1600cc, for up to 14 days', so **you** or the **driver** can carry on with your journey, as long **your vehicle** has been recovered by **us**. **You** or the **driver** must have a valid driving licence, and pay a deposit to the car-hire company by credit card, to pay for the fuel **you** use and any extra days' hire. (**We** cannot guarantee that a **vehicle** with accessories like roof racks and tow bars will be available.) **You** or the **driver** may not be able to get a hire car if **you** have endorsements on the driving licence. **We** will provide this cover as long as **you** or the **driver** are between 25 and 65 years old. (**We** will try to arrange something for **you** or the **driver** if you are under 25 or over 65, but **we** cannot guarantee that **we** will be able to help); or
- A standard-class rail ticket for **you** and up to six passengers, so **you** can carry on with **your** journey, or to get **you** home. **We** will choose the most appropriate action from the options above.

### What is not covered under 1 to 4:

- **We** will not pay any amounts for making the **vehicle** secure once **you** have returned to the **UK**.
- The actual cost of replacement parts and any customs duty. **You** must pay **us** this using a credit card or debit card or any other payment method **we** agree is suitable.
- Any amount for getting parts, if the replacement parts can be bought locally.
- Any costs **you** would have paid anyway for travelling home.
- The costs of returning **your vehicle** to the **UK** if **we** believe that the cost of doing so would be greater than the market value of your **vehicle** in the **UK**, after the **breakdown**.

- The costs of returning **your vehicle** to the **UK** if repairs can be done locally and **you** are not willing to allow this to happen.
- Anything mentioned in the General Exclusions

## 5 Replacement Drivers

If, during the journey, the **driver** cannot drive because of an injury or illness, and there is no one else able or qualified to drive the **vehicle**, **we** will provide, and pay for, a **driver** to finish the journey or return the **vehicle** and passengers to the place **You** were originally travelling from. **You** will need to provide a medical certificate for the **Driver** before **we** provide this benefit.

## 6 Message Service

**We** can get a message to a person **you** have chosen, if your journey has been delayed as a result of a **breakdown**.

## 7 Parts Delivery

What is covered

- If replacement parts are not available locally to repair the **vehicle** after a **breakdown**, **we** will arrange and pay to have the parts delivered to **you** or an agreed place as quickly as reasonably possible.

What is not covered

- The actual cost of replacement parts and any customs duty. **You** must pay **us** this using a credit card or debit card or any other payment method we agree is suitable.
- Any amount for getting parts, if the replacement parts can be bought locally.
- Anything mentioned in the General Exclusions.

## 8 Claims

**We** are not responsible for more than four claims against the service during any **period of insurance**. Once the maximum number of claims has been reached, a referral service will be offered. All costs will be charged to **you**.

**You** must carry a serviceable spare tyre and wheel for your **vehicle**, trailer and caravan.

## What to do if You have an Accident or a Breakdown

- a In the United Kingdom, call **us** on 01737 815 933
- b Outside the United Kingdom call **us** on 0044 1737 815 934.
- c **Our** operator will ask **you** for the following
  - Where **you** are.

- **Your vehicle** registration number.
- The make and colour of **your vehicle**.
- A telephone number **we** can contact **you** on.
- Details of what has happened.

d Do not make **your** own arrangements.

e **You** and **your** passengers must be with the insured **vehicle** when the repair or recovery vehicle arrives, unless **you** have made other arrangements with **us**.

f If **you** have a problem on a motorway outside the **UK**, **you** will have to use a roadside telephone. **You** will be connected to the authorised motorway service, not **our** control centre. Once **you** reach a place of safety, **you** must call **our** control centre on 0044 1737 815 934. **You** may have to pay for the cost of labour and towing the insured **vehicle** on the spot, but **you** can claim these costs back from **us** when **you** get **home** by calling **us** on 01737 815 933.

Text messaging is available for use by deaf, hard of hearing or speech impaired customers, in a **breakdown** situation. Customers should text the word 'breakdown' to + 44 (0) 7624 808 266.

If **you** have a problem on a motorway outside the **UK**, **you** will have to use a roadside telephone. **You** will be connected to the authorised motorway service, not **our** control centre.

**You** may have to pay for the cost of labour and towing the insured **vehicle** on the spot, but **you** can claim these costs back from **us** when **you** get **home** by calling **us** on 01737 815 933.

## Section E – General Exclusions that Apply to All Parts of this Policy

1. Loss or damage to personal possessions **You** leave in **Your vehicle**
2. The cost of fuel or any spare parts needed get the **vehicle** working again, or any costs that arise from not being able to get replacement parts. **You** will be responsible for the cost of draining or removing contaminated fuel.
3. Labour costs of more than one hour of roadside help.
4. The cost and guaranteeing the quality of repairs when the **vehicle** is repaired in any garage the vehicle is taken to.
5. Any costs for vehicles, which have not been maintained and used in line with the manufacturer's recommendations.

6. Any call-out or recovery costs in the **UK** after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. **You** will have to pay any fees to store or release the **vehicle**.
7. Any toll or ferry fees incurred by the driver of the **driver** of the recovery **vehicle**.
8. Help or recovery if the **vehicle** is partly or completely buried in snow, mud, sand or water.
9. Damage or costs that arise from **us** trying to get into the **vehicle** after **you** have asked for help.
10. Losses of any kind that comes from providing, or delaying providing, the services this cover relates to. (For example, a loss of earnings, the cost of food and drink and costs **we** have not agreed beforehand.)
11. Moving animals. **We** will decide whether or not to move any animal from the **vehicle**, and if **we** agree to do this it will be completely at **your** own risk.
12. Any costs for **vehicles** that have broken down or are not safe to drive when cover was taken out.
13. The costs of getting a spare wheel or tyre for a roadside repair if **you** do not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if **you** are not able to provide a key to do this. This does not apply if the **vehicle** is not designed to carry a spare wheel.
14. Any costs if the **vehicle** has been altered for, or is taking part in, racing, trials or rallying.
15. Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
16. Recovering the **vehicle** when it is carrying more than a **driver** and the recommended number of passengers according to the manufacturers, if there is more weight in the vehicle than it was designed to carry or **you** are driving on unsuitable ground.
17. Recovery or help if the **vehicle** is heavier than 3,500 kilograms, longer than 5.1 metres, higher than 1.95 metres or wider than 2.1 metres
18. Recovery or help if **you** are hiring the **vehicle** out to carry people in return for money, unless we have agreed this with **you**.
19. Recovery or help if the **vehicle** is being used to carry commercial goods.
20. Any claim that comes from:
  - any person driving the **vehicle**, if **you** know they do not have a valid licence to drive in the **UK**; or
  - any person driving the **vehicle**, if they are not authorised by **you** to drive the **vehicle** or are not keeping to the conditions of their driving licence.
21. Any claim that comes from a poor-quality repair or a repair that has been attempted without **our** permission during the same trip.
22. Any loss or damage caused to the **vehicle** or any loss or cost arising from or contributed to by:
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
23. Loss or damage caused by war, revolution or any similar event.
24. Mobile phone, phone call and postage costs are not covered under **your** policy in any circumstances.

## Section F – General Conditions Applying to All Parts of this Policy

1. The **vehicle** must be permanently registered in the **UK** and, if appropriate, have a current MOT certificate and valid road fund licence/tax disc on display. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. It must be under 16 years old since first registration
2. If **we** arrange for temporary roadside repairs to be carried out after damage to the **vehicle**, or **we** take the **vehicle** to **your** chosen place, **we** will not be legally responsible for any more help in the same incident.
3. **We** will not pay **you** any benefit unless **you** contact **us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
4. **You** are responsible for keeping the **vehicle** and its contents safe, unless **you** are not able to or **you** have an arrangement with **us** or our agent. **You** must be with the **vehicle** at the time **we** say **we** expect to be there.
5. **You** must quote **your** policy number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
6. **You** will have to pay the cost of moving the **vehicle** or a repair **vehicle** coming out to **you** if, after asking for help which you are entitled to, the **vehicle** is moved or repaired in any other way.

7. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf.
8. If **we** pay a claim under any cover provided by this insurance, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back our costs from another organisation.
9. **You** must carry a serviceable spare tyre and wheel for the **vehicle** and any caravan or trailer attached to the **vehicle**. This condition does not apply if the **vehicle** is not designed to carry a spare wheel.
10. **We** have the right to choose a suitable garage that is able to carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within eight hours.
11. If **we** arrange for temporary roadside repairs to be carried out to the **vehicle**, **you** must then immediately arrange for any permanent repair that may be needed.
12. If the **vehicle** needs to be taken to a garage after a breakdown, the **vehicle** must be in a position that makes it easy for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees.
13. **You** will have to pay for any parts or other products used to repair the **vehicle**.
14. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
15. During any 12-month period **we** will not be responsible for more than two claims which arise from a common fault on the same **vehicle**. **We** will not be responsible for more than four claims in total. If **you** are covered for **breakdown** by any other insurance policy or warranty, you must tell **us**.
16. If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown**.
17. **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do our best to arrange a **vehicle** of the same size as **yours**, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. **You** must meet the conditions of a hire-car company to hire a **vehicle**.
18. This insurance contract is between **you** and **us**. Any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that Act.
19. The cost of paint-work and other cosmetic items.
20. Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which are outside our reasonable control, such as severe weather conditions.

## Governing Law

This policy is governed by the laws of England and Wales.

## Complaints Procedure

Whilst **we** will make every effort to maintain the highest standards, **we** recognise that there may be some occasions when **we** fail to satisfy the particular requirements of **our** customers. **We** therefore have procedures in place to investigate and remedy any area of concern. If **your** complaint is in relation to Fish Insurance, please refer to your terms of business.

If **your** complaint is in relation to the breakdown service, please write to:

Quality Manager, AXA Assistance UK Limited,  
The Quadrangle, 106-118 Station Road, Redhill,  
Surrey, RH1 1PR

Phone: 0870 609 0023

E-mail: [quality.assurance@axa-assistance.co.uk](mailto:quality.assurance@axa-assistance.co.uk)

If **you** are still not happy with **our** final decision, **you** may be able to pass **your** complaint to the Financial Ombudsman Service (FOS).

The address is:

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

Tel: 0845 080 1800

Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

Website: [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk)

Please note that the Financial Ombudsman Service will deal with **your** complaint if **you** have already given AXA Assistance UK Limited the opportunity to resolve it. The procedure outlined above is entirely without prejudice to **your** rights in English Law and **you** are free at any stage to seek legal advice and take legal action.

Please remove this card and keep in a safe place in case of breakdown.



## UK Breakdown Recovery

In the event of a breakdown or accident please call:

**01737 815 933**

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## Data Protection Act

**We** may store, use and process **your** personal information in order to administer **your** policy and provide **you** with **our** services, identify other products and services that might be suitable for **you**, renew **your** policy with **us** and keep **our** records about **you** up to date. **We** may also use the information to prevent and detect fraud and/or money laundering or similar activity.

Unless **you** tells **us** not to **we** may contact **you** about other products and services **we** believe may interest **you**. If **you** prefer not to be contacted, please write to **us** or call **us** on 0870 609 0023.

Under the Data Protection Act 1998 **you** are entitled to a copy of the information **we** hold about **you** on request, on payment of a statutory fee. To request this, please write to:

Data Protection Officer, Inter Partner Assistance SA,  
The Quadrangle, 106-118 Station Road,  
Redhill, Surrey, UK RH1 1PR.

Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, for the purposes of contacting **you** about other products or services, if the law requires **us** to disclose it and/or to **our** agents providing services to **you**

**We** monitor and record phone calls to help maintain **our** quality standards and for security purposes.

## Financial Services Compensation Scheme

**We** are a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy. Further information about the scheme is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the FSCS at 7th Floor, Lloyd's Chambers, Portsoken Street, London E1 8BN.

## Alternative Format

Please contact **us** on 0500 432 141 if **you** would like a copy of these terms and conditions in alternative format such as large print or audio.

**fish**  
INSURANCE

## UK Breakdown Recovery

Reference Card

