



# Car Insurance

Policy Document



# Car Insurance – Policy Wording

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## Introduction

### UK Breakdown Recovery

The Fish benefits package includes breakdown recovery insurance.

Our cover incorporates homestart services, roadside assistance, vehicle recovery 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 benefit provides the reassurance, that should you breakdown, help will soon be on its way. Should you need breakdown assistance, simply call **0333 331 3938\***

Cover can be extended to Europe at an additional premium. Please call 0333 331 3900\* for further details.

### Legal Expenses Insurance

Because recovering losses incurred due to accidents can be frustrating, costly and time consuming, included within your policy is legal expenses insurance. This provides cover up to £100,000 when you are involved in an accident, which is not your fault. The cover under this part of the policy is provided by ARAG Limited and the 24/7 helpline is provided by Proximo. 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.

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, please call us on 0333 331 3900\* and we will be pleased to advise you of your options.

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## Definitions:

(applicable for pages 4 & 5)

**We, our, us**

Fish Insurance and their legal representatives.

## 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 9 on page 16 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 0333 331 3900\*.

## How to Make a Claim

If **you** need to make a claim, call 0333 331 3960\* as soon as possible. The claims helpline is open 24 hours a day, 365 days a year.

To help **us** deal with **your** call efficiently, please have **your Certificate of Motor Insurance** to hand and details of the incident with **you** when **you** call.

*If **you** have purchased a Fish Motor Excess Protection policy, **you** can make a claim by calling 0333 331 3958.*

If **you** are at the scene of an accident when **you** call and do not have **your Certificate of Motor Insurance** to hand, please quote **your** registration number.

### Four important points to help you after an accident:

1. Make a note of the registration number of any vehicles involved, and any witnesses;
2. Do not admit responsibility;
3. Try to collect the names and addresses of the other drivers, including their phone numbers and details of any property damaged. 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.
4. If anyone other than **you** are injured in the accident, **you** must show **Your Certificate of Motor insurance** to the police. If **you** cannot do this at the time of the accident, take it to the police as soon as possible or within 24 hours.

## Claims Procedure

**You** must:

- notify **us** of any accident and provide **us** with full details as soon as possible;
- send **us** any correspondence **you** receive (including any writ or summons) without delay and unanswered;
- tell **us** about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this policy;
- not admit responsibility or make any offer or promise without **our** written permission;
- co-operate fully with **us** on all matters concerning the handling and settlement of any claim. **We** will take over and defend or settle any claim or take proceedings at **our** own expense and for **our** own benefit to recover any payment **we** have made under this policy.

### 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 from **the car** before it is collected.

### Broken Windscreen and Window Glass

Call 0333 331 3960\* 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.

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

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## MOTOR INSURANCE

### 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**.

**Your** policy is based on the answers **you** provided which are shown in the **statement of fact** and any other information **you** supplied **us**. **You** must tell **us** of any changes to the answers **you** have given. It is an offence under the Road Traffic Act to make a false statement or withhold information for the purposes of obtaining a **certificate of motor insurance**. Important notice - **You** are required by the Consumer Insurance (Disclosure and Representations) Act to take reasonable care to supply accurate and complete answers to all the questions on the **statement of fact** and to make sure that all information supplied is true and correct.

**Failure to supply accurate and complete answers may mean that your policy is invalid and that it does not operate in the event of a claim.**

**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.

Fish Insurance is authorised and regulated by the Financial Conduct Authority (FCA). **Our** Financial Services Register number is 310172. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768.

#### 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 **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 9 on page 16, 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**.

#### Partner

**Your** husband, wife, civil partner, or person with whom **you** have a relationship with as if married and who is living at the same address as **you**. This does not include any business partners or associates unless **you** also have a relationship with them as described above.

#### Period of insurance

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

#### Personal Information

Any information **we** hold about **you** and any information **you** give **us** about anyone else.

#### 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

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policy that apply, the premium **you** have to pay, **the car** which is insured and details of any **excesses** or **endorsements**.

## Statement of fact

This 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

Fish Insurance, 12 Sceptre Court, Sceptre Way, Bamber Bridge, Preston, PR5 6AW, and their Legal Representatives. Registered number 4214119. Financial Services Register Number 310172.

Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales No. 354568. Financial Services Register 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 the following amounts:

- £1,000 for equipment fitted as original equipment by the manufacturer; or
- £300 for any other equipment, 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

If **the car** is not roadworthy after an accident within the **geographical limits**, which has been reported to **us** and **we** have accepted the claim (not including glass), **we** can arrange to get **you** and **your** passengers from the scene of the accident to **your** home or to **your** planned destination. If **you** cannot complete **your** journey, **we** will pay for overnight accommodation up to £50 per person for **you** and **your** passengers (up to £250 in total). 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 9 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.

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**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 9 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:
  - a) Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
  - b) The keys (or any other device needed to lock **the car**) are let 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 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 or damage to **the car** caused by **you** carelessly or recklessly allowing a buyer, someone posing as a buyer or someone acting on behalf of a buyer to defraud or deceive **you**. This includes accepting a form of payment that a bank or building society will not authorise.
- **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 or chipped 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 Claims Helpline 0333 331 3960\* 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 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.

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- 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 the following amounts:

- £1,000 for equipment fitted as original equipment by the manufacturer; or
- £300 for any other equipment, 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** 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 9 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 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 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 or damage to **the car** caused by **you** carelessly or recklessly allowing a buyer, someone posing as a buyer or someone acting on behalf of a buyer to defraud or deceive you. This includes accepting a form of payment that a bank or building society will not authorise.
- 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.



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- 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, **you** will not need to get any estimates and repairs can begin as soon as **we** have authorised them.

As long as **you** own **the car**, workmanship by approved repairs has a lifetime guarantee\*.

\*Any repairs carried-out by an approved repairer have a workmanship guarantee for as long as **you** own **the car**. Defective parts will be replaced without charge as long as they are covered by the part manufacturer's warranty.

This is subject to the vehicle being maintained in accordance with the manufacturer routine maintenance schedule (in the event of a claim against this guarantee **we** may ask for documentation/invoices as evidence of this). Failure of components (such as tyres, exhausts, brakes) or bodywork damage will not be covered if failure or deterioration is through normal usage. To help assist in maintenance of **the car**, the Repairer will be happy to discuss arrangements for an annual bodywork inspection.

**We** will also pay the costs of delivering **the car** back to the address shown on **your** current **schedule** or any other address **we** agree with **you** when the damage has been repaired.

For incidents, outside of the **geographical limits** or 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.

Loss or damage to vehicle adaptations are covered for replacement as new up to the limit stated on the **schedule**.

### 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 there is any outstanding loan on **the car**, **we** may pay the finance company first. If **our** estimate of the **market value** is more than the amount **you** owe them, **we** will pay **you** the balance.

If **our** estimate of the **market value** is less than the amount **you** owe, **you** may have to pay the balance. If **the car** is leased or on contract hire, **we** may pay the leasing or contract hire company first. If **our** estimate of the **market value** is more than the amount **you** owe the leasing or contract hire company, the amount **we** pay them will settle the claim. If **our** estimate of the **market value** is less than the amount **you** owe, **you** may have to pay the balance.

Any payment **we** make for total loss will be after **we** have taken of any policy **excess**. When **you** accept **our** offer for total loss, **the car** will belong to **us**.

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.
- **You** transfer the private registration number to another vehicle or place it on-retention with the DVLA 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

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- 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 including taxes); 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 the delivery charges to the address shown on **your** current **schedule** or any other address **we** agree with **you**) 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 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**.

### 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 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.

# Car Insurance – Policy Wording

## 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:
  - a) **your** current **certificate of motor insurance** allows **you** to do so; and
  - b) **you** have the owner's permission to do so; and
  - c) **you** still have **the car** and it has not been damaged beyond economical repair nor been stolen and not recovered; and
  - d) the motor car is registered within the **geographical limits**; and
  - e) **you** are not using the motor car outside of the **geographical limits**; and
  - f) **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** as described by its registration mark on **your certificate of motor insurance** 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.

# Car Insurance – Policy Wording

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## Section H - Using your car abroad

### What is covered

**We** will cover **your** minimum legal liability to others while **you** or any other driver covered by this policy and allowed to drive on **your** current **certificate of motor insurance** are using **the car** within the European Union and any other country which the Commission of the European Communities is satisfied has made arrangements under Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle. This cover is the minimum required to comply with the laws of compulsory insurance for motor vehicles. **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 a total of 90 days in any **period of insurance** while **you** or any driver covered by this policy and allowed to drive on **your** current **certificate of motor insurance** are using **the car** within the countries referred to above, provided **your** main permanent home is within the **geographical limits**.

**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 motor car, 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.

If a claim is made during the **period of insurance** and the policy is cancelled prior to renewal the no claims discount will be reduced in accordance with **our** current scale on any proof of no claim discount that **we** supply. 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).

**If you have comprehensive cover you have the following extra benefit:**

If **you** make a claim for an accident that is not **your** fault and the driver of the vehicle that hit **your car** is identified and is uninsured, **you** will not lose **your** no claims discount or have to pay any excess as long as **you** provide us with:

- the registration number make and model of the vehicle; and
- the driver details; and
- if possible, the names and addresses of any witnesses.

**You** may initially have to pay **your** excess and lose **your** no claims discount whilst investigations are ongoing but if we establish the accident is the fault of the uninsured driver we will refund **your** excess, re-instate **your** no claims discount and refund any extra premium **you** have paid.

# Car Insurance – Policy Wording

## 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.

The protection provided under this section only applies to **your** no claim discount. It does not protect **your** premium and **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 cost of protecting **the car**, transporting it to the nearest Repairer 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**.
  - c)

### 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, competitions, rallies or trials, for racing formally or informally against another motorist; or on a motor racing track, de-restricted toll road, airfield, at an off-road event or at the Nürburgring.
- f) **The car** being used for criminal purposes or deliberately used to threaten or cause harm, loss or damage. An example of this would be road rage\*

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.

# Car Insurance – Policy Wording

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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 9 on page 16 must still be disclosed for all drivers aged 21 or over.

**Y** We will not pay for any claims where **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 9 on page 16 must still be disclosed for all drivers aged 25 or over.

## Policy Conditions

### 1. How to claim

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

If **you** have purchased a Fish Motor Excess protection policy, **you** can make a claim by calling 0333 331 3958.

**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. Right of Recovery

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 not pay any of the claim.

### 5. Taking care of your car

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

# Car Insurance – Policy Wording

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- the declaration and information given on the **statement of fact** 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** or anyone acting on **your** behalf mislead 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**.

**We** may also notify relevant authorities, so that they can consider criminal proceedings.

## 8. Cancellation

**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 telephoning Fish Insurance. Cancellation can take effect immediately or from a later date, but cannot be backdated to any earlier date.

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. If cover has started, **you** will have to pay for any period of cover that has already been provided.

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.

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).

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.

**We** or Fish Insurance can cancel this policy by sending **you** seven days' notice to **your** last known address. The reason for cancellation will be set out clearly in the communication with **you**. Valid reasons include, but will not be limited to, those listed below;

- Changes to the information detailed on **your statement of fact, schedule or certificate of motor insurance** which result in us no longer wishing to provide cover.
- Where the circumstances of a new claim, or an incident **we** have become aware of, result in us no longer wishing to provide cover.
- Where **we** suspect fraud on this or any other related policy
- Where **you**, a person acting on **your** behalf, or any person covered to drive **the car** uses threatening, intimidating or abusive behaviour or language towards **our** staff, suppliers or agents acting on **our** behalf.
- Where any person claiming cover under this policy fails to provide **us** with any reasonable information **we** ask for.
- Where a misrepresentation has been made that results in **us** no longer wishing to provide cover.
- Where **we** are unable to collect a premium payment due to insufficient funds in the account **you** have nominated to pay from (notice will be sent to **your** last known address allowing **you** an opportunity to rectify the situation, and confirming that a second attempt to collect the payment will be made).
- Where **we** are unable to collect a premium payment due to a Direct Debit Instruction being cancelled (notice will be sent to **your** last known address allowing **you** an opportunity to rectify the situation by reinstating the previous Direct Debit instruction, providing a new Direct Debit instruction or by providing the full outstanding premium).

**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).

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

**Your** motor insurance premium includes payment for **your** UK Breakdown Recovery and Legal Expenses Insurance which have been included as part of the Fish Insurance package.

# Car Insurance – Policy Wording

## 9. 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 any changes to the information detailed on **your statement of fact, schedule or certificate of motor insurance** it may mean that **your** policy is invalid and that it does not operate in the event of a claim.

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; This would include:
  - Changes to the bodywork, such as spoilers or body kits
  - Changes to suspension or brakes
  - Cosmetic changes such as alloy wheels
  - Changes affecting performance such as changes to the engine management system or exhaust system
  - Changes to the audio/entertainment system

Please be aware that this is not a full list of all possible changes

- All changes made from the manufacturers standard specification must be disclosed.
- 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.gov.uk](http://www.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.

## 10. Privacy Notice

For details of how Ageas collect, use and store your personal data please visit the website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact the Ageas Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

## 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

Should there be an occasion where **you** need to complain, **we** will sort this out as quickly and fairly as possible.

If **your** complaint is in relation to Fish Insurance, please contact:

Fish Insurance Customer Services Department  
12 Sceptre Court  
Sceptre Way  
Bamber Bridge  
Preston  
PR5 6AW  
Email: [admin@fishinsurance.co.uk](mailto:admin@fishinsurance.co.uk)  
Telephone: 0333 331 3900\*.



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If **you** have a complaint regarding **your** claim, please telephone 0333 331 3960\*. Alternatively, **you** can write to the address shown below or email **Proximo** at [customerservice@proximo.co.uk](mailto:customerservice@proximo.co.uk). (Please include **your** policy number and claim number if appropriate).

## The Complaints Officer

Park House, Chantry Court, Sovereign Way, Chester  
CH1 4QN

**We** will try to resolve **your** complaint by the end of the next working day. If **we** are unable to do this, **we** will write to **you** within five working days to either:

- Tell **you** what **we** have done to resolve the problem; or
- Acknowledge **your** complaint and let **you** know when **you** can expect a full response. **We** will also let **you** know who is dealing with the matter.

**We** will always aim to resolve **your** complaint within four weeks of receipt. If **we** are unable to do this, **we** will give **you** the reasons for the delay and indicate when **we** will be able to provide a final response.

If **we** cannot resolve the differences between **Us**, **you** may refer **your** complaint to the Financial Ombudsman Service.

**You** can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are still dissatisfied with **our** final response, or if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint.

**You** can contact the Financial Ombudsman Service at the address below, however they will only consider **your** complaint once **you've** tried to resolve it with **Us**.

Financial Ombudsman Service, Exchange Tower,  
London, E14 9SR

Using this complaints procedure will not affect **your** legal rights.

## 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. **You** can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100 or 0207 741 4100.

# Car Insurance – Policy Wording

## LEGAL EXPENSES INSURANCE

### Meaning of words & terms

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

### Appointed Advisor

The solicitor or other advisor appointed by **Us** to act on behalf of the **Insured**.

### Conditional Fee Agreement

A legally enforceable agreement entered into between the **Insured** and **Appointed Advisor** for paying their professional fees on the basis of 100% “no-win no-fee”.

### Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay his or her professional fees on the basis of 100% “no-win no-fee”.

### Insured

**You** and any driver or passenger in or on the **Insured** Vehicle with **Your** permission.

### Insured Events

- 1) Uninsured Loss Recovery  
An event causing damage to the **Insured** vehicle and/or personal property in or on it
- 2) Personal Injury  
An event causing the **Insured** personal injury whilst in or on an **Insured** vehicle

### Insured Vehicle

The vehicle specified in **Your** motor insurance policy and any trailer or caravan attached to it.

### Insurer

HDI Global Specialty SE (commercial register number: HRB 211924) (FRN: 659331)

### Legal Costs & Expenses

- 1) In respect of all **Insured** Events
  - a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the Standard Basis, and agreed in advance by **Us** or Fixed Recoverable Costs. The term “Standard Basis” can be found within the Court’s Civil Procedure Rules Part 44.
  - b) Other side’s costs and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.

### Limit of Indemnity

£100,000 which shall be the maximum **Legal Costs & Expenses** payable by the **Insurer** in respect of all claims related by time or original cause.

### Period of Insurance

The period as shown in the policy to which this Policy attaches.

### Reasonable Prospects of Success

This means that it is always more likely than not that:

- the **Insured**’s claim or appeal will be successful, and
- any judgment being sought by the **Insured** will be enforced.

### Small Claims Court

A court in England & Wales that hears a claim falling under the Small Claims Track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002, or the equivalent jurisdiction in the United Kingdom where the policy applies.

### Territorial Limit

The United Kingdom, Channel Islands, Isle of Man and countries in the European Union, Norway and Switzerland.

### We/Us/Our

ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**, HDI Global Specialty SE &/or Proximo Ltd who are acting as a claims handling agent on behalf of ARAG plc.

### You/Your

The person(s) named in the Schedule to which this policy attaches.

**This policy is evidence of the contract between You and the Insurer following an Insured Event, the Insurer will pay the Insured’s Legal Costs & Expenses up to the Limit of Indemnity, including the cost of appeals provided that:**

- 1) the **Insured Event** occurs within the **Territorial Limit**
- 2) the claim:
  - always has **Reasonable Prospects of Success**
  - is reported to **Us**
    - during the **Period of Insurance**
    - immediately after the **Insured** first becomes aware of circumstances which could give rise to a claim under this policy

# Car Insurance – Policy Wording

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- 3) the **Insured** always agrees to use the **Appointed Advisor** nominated by **Us** in any claim
  - falling under the jurisdiction of the **Small Claims Court**, and/or
  - prior to the issue of proceedings
- 4) any proceedings or hearing are dealt with by a Court or any other body that **We** agree to, in the **Territorial Limit**
- 5) the **Insured** enters into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a collective **Conditional Fee Agreement**) where legally permitted.

## What is not insured by this policy

**You** are not covered for any claim arising from or relating to:

1. **Legal Costs & Expenses** incurred before **We** accept a claim
2. a contract
3. defending any action
4. any event occurring prior to the inception of the policy, and which the **Insured** knew or ought reasonably to have known could give rise to a claim under this policy
5. fines, penalties or compensation
6. a dispute with **Us** or the **Insurer** not dealt with under Condition 6
7. Group Litigation Orders
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component there of
  - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
  - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
  - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this Policy, the burden of proving the contrary shall be upon the **Insured**;

## Conditions which apply to the whole policy

Failure to keep to any of these conditions it may lead the **Insurer** to cancel **Your** policy, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** from the **Insured** should this occur.

## 1. The Insured's Responsibilities

An **Insured** must

- a) observe and keep to the terms of the policy
- b) not do anything that hinders **Us** or the **Appointed Advisor**
- c) tell immediately after **You** first become aware of any cause, event or circumstances which could give rise to a claim under this policy
- d) tell **Us** immediately of anything that may materially alter **Our** assessment of the claim
- e) cooperate fully with the **Appointed Advisor** and **Us**, give the **Appointed Advisor** any instructions **We** require and keep them updated with progress of the claim
- f) provide **Us** with everything **We** need to help **Us** handle the claim
- g) take reasonable steps to recover **Legal Costs & Expenses** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **You**
- h) tell the **Appointed Advisor** to have the **Legal Costs & Expenses** assessed or audited if **We** require
- i) minimise any **Legal Costs & Expenses** and try to prevent anything happening that may cause a claim
- j) allow the **Insurer** at any time to take over and conduct in the **Insured's** name any claim, proceedings or investigation.

## 2. The Appointed Advisor

- a) In certain circumstances as set out in 2 c) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- b) Where the **Insured** wishes to exercise their right to choose, they should write to **Us** with their nominated representative's name and address. The **Insured's** chosen **Appointed Advisor** must agree to act under **Our** standard terms of business and cooperate with **Us** at all times. If **We** disagree over the appointment of an **Appointed Advisor**, then **We** will agree for another suitably qualified person to decide the matter
- c) If **We** agree to start legal proceedings and the court requires any representative to be legally qualified, or there is a conflict of interest, the **Insured** may choose a suitably qualified **Appointed Advisor**. The right of the **Insured** to choose never applies to **Small Claims Court** claims unless there is a conflict of interest.
- d) If the **Appointed Advisor** refuses to continue acting for the **Insured** with good reason, the **Insured** dismisses the **Appointed Advisor** without good reason, or the **Insured** withdraws from the claim without **Our** written agreement, cover will end immediately unless **We** agree to appoint another **Appointed Advisor**.

# Car Insurance – Policy Wording

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- e) The **Appointed Advisor** enters into a **Conditional Fee Agreement** (unless the appointed advisor has entered into a **Collective Conditional Fee Agreement**) where legally permitted.

## 3. Our Consent

**We** must give **Our** written consent to the **Insured** to incur any **Legal Costs & Expenses**. The **Insurer** does not accept any liability for **Legal Costs & Expenses** incurred without **Our** written consent.

## 4. Settlement

- a) The **Insurer** has the right to settle the claim by paying the value of **Your** claim
- b) The **Insured** must not negotiate, settle the claim or agree to pay any **Legal Costs & Expenses** incurred without **Our** agreement
- c) If the **Insured** refuses to settle the claim following
  - i. a reasonable offer, or
  - ii. advice to do so from the **Appointed Advisor**
  - iii. the **Insurer** may refuse to pay further **Legal Costs & Expenses**

## 5. Counsel's Opinion

**We** may require the **Insured** to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will pay for the opinion.

## 6. Disputes

If there is a dispute between the **Insured** and **Us** about the handling of a claim or the choice of an **Appointed Advisor**, the matter will be referred to a suitably qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If **We** fail to agree on a suitable person **We** will ask the president of the relevant Law Society to nominate.

## 7. Fraudulent Claims

If the **Insured** makes any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under this policy will be forfeited including the premium.

## 8. Cancellation

Your Legal Expenses policy is included within your motor insurance policy and cannot be cancelled in isolation. Please see section 8 'Cancellation' on page 15 for details of your cancellation rights.

## 9. Acts of Parliament & Jurisdiction

All Acts of Parliament within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English Law.

## 10. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

## 11. Privacy Statement

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement please see our website - [www.arag.co.uk](http://www.arag.co.uk)

### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with the General Data Protection Regulations. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

### Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

### Keeping personal information

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

### Your rights

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

## Complaints

### Step 1

ARAG is committed to providing a first-class service at all times. However, if a complaint arises, please contact **Us** using the number **You** rang to report **Your** claim. The staff handling **Your** claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to **Your** satisfaction, details of **Your** complaint will be passed to **Our** Customer Relations Department where **We** will arrange to have it reviewed at the appropriate level. **We** will also contact **You** to let **You** know that **We** are reviewing **Your** complaint.

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

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

For **Our** mutual protection and training purposes, calls may be recorded).

[customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

### Step 2

Should **You** remain dissatisfied **You** can pursue **Your** complaint further with the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at: 0800 0234 567 or 0300 123 9123

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The FOS's decision is binding upon the **Insurer**, but **You** are free to reject it without affecting **Your** legal rights.

## UK BREAKDOWN RECOVERY

### Welcome

Your Motor **Breakdown** insurance from Fish Insurance is provided by Call Assist. Call Assist is the largest truly independent Motor **breakdown** provider in the UK, **you** can therefore be assured **you** are in safe hands should **your vehicle** suffer a **breakdown**. **We** provide a 24-hour, 365 day a year service through **our** network of recovery operators throughout the UK and Europe.

### Statement of Demands and Needs

This policy meets the demands and needs of persons wishing to ensure that they are covered in the event of a **breakdown**. As with any insurance, it does not cover all situations and **you** should read the terms and conditions of this policy in connection with **your** policy schedule to ensure that **you** have chosen a level of cover that meets **your** specific needs.

The General Notes and Definitions detailed on pages 22-30 will help with the understanding of this document.

### Service Provider and Insurer

This service is provided by Call Assist Limited. Registered in England and Wales. Registered Company Number: 3668383. Registered office address: Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Call Assist Ltd, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority.

The policy is underwritten by Ageas Insurance Limited, Registered Office Address, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA, Registered in England and Wales no 354568.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039.

### Who to Call if You Breakdown

If **your vehicle** breaks down in the **territorial limits (UK)** please call **our** 24-hour Control Centre on:

**0333 331 3938**

If **you** are unable to make a connection, please contact **us** on 01206 812721.

Calls to 03 numbers are usually chargeable at a local rate from both UK landlines and mobile phones.

These calls are usually included within network providers “free minutes” packages.

If **you** are deaf, hard of hearing or speech impaired, please send a text message containing **your** full name, policy number, **vehicle** registration and policy postcode to 07537 404890.

### Definitions

Certain words in this policy have a special meaning and these words are defined below. To help make this policy easy to understand, wherever they appear in the policy **we** have highlighted them in bold.

#### Accident

A collision immediately rendering the **vehicle** immobile or unsafe to drive.

#### Breakdown

An electrical or mechanical failure, lack of fuel, misfuel, flat battery, **accident** or puncture to the **vehicle**, which immediately renders the **vehicle** immobilised.

#### Callout

The deployment of a **recovery operator** to **your vehicle**.

#### Home Address

The last known address within the **territorial limits (UK)** recorded on **our** system where **your vehicle** is ordinarily kept.

#### Passengers

All non-fare paying persons travelling with the **vehicle** at the time of the **breakdown**, up to the legal carrying capacity of the **vehicle**.

#### Period of Insurance

The duration of this policy as indicated on **your policy schedule** for a period not exceeding twelve months.

#### Policy Schedule

The document provided by the organisation **you** purchased this policy from detailing the **period of insurance**, eligible **vehicle(s)**, and type of cover.

#### Recovery Operator

The independent technician **we** appoint to attend the **breakdown**.

#### Rescue Co-ordinator

The telephone operator employed by **us**.

#### Specialist Equipment

Non-standard apparatus or recovery vehicles which in the opinion of the **recovery operator** are required

# Car Insurance – Policy Wording

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to safely recover the **vehicle**. **specialist equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

## Suitable Garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

## Territorial Limits (UK)

Great Britain, Northern Ireland, the Isle of Man, and (for residents only) Jersey and Guernsey.

## Us, We, Our

Call Assist Ltd.

## Vehicle

The **vehicle(s)** specified on **your policy schedule** as being eligible for this cover.

## You, Your

The person named as the policyholder in the **policy schedule** or the driver of the vehicle as applicable.

## What to do if You Breakdown

If **your vehicle** breaks down, please call **our** 24-hour Control Centre on: **0333 331 3938**

Calls to 03 numbers are usually chargeable at a local rate from both UK landlines and mobile phones. These calls are usually included within network providers "free minutes" packages.

If **you** are unable to make a connection, please contact **us** on 01206 812721.

If **you** are deaf, hard of hearing or speech impaired, please send a text message containing **your** full name, policy number, **vehicle** registration and policy postcode to 07537 404890.

Please have the following information ready to provide to **our rescue co-ordinator**:

- **Your** return telephone number
- **Your** policy number and **vehicle** registration
- The precise location of **your vehicle** (or as accurate as **you** are able in the circumstances).

Once **we** have taken **your** details and made all the arrangements **we** will contact **you** to advise which **recovery operator** will be attending and how long they are expected to take. Where possible, please ensure **your** mobile phone is available to accept calls at all times in case **we** need to contact **you**. **You**, or a responsible adult able to drive **your vehicle**, will need to be with **your vehicle** when the **recovery operator** arrives. If **you** would prefer not to wait with the **vehicle** or it is unsafe to do so, please inform **our**

**rescue co-ordinator** who will arrange a call on approach, so **you** have sufficient time to return to the **vehicle**.

It is **your** responsibility to guard **your** safety and abide by the rules of the Highway Code. Please advise **our rescue co-ordinator** if **you** feel it is not safe to remain within eyesight of the **vehicle**.

In the event of a **breakdown** on a motorway where **you** have no means of contacting **us** or are unaware of **your** location, please use the nearest SOS box and advise the Emergency Services of **our** telephone number, they will then contact **us** to arrange assistance. If the Police or Highways Agency are present at the scene, please advise them that **you** have contacted **us** and provide them with **our** telephone number to call **us** on **your** behalf.

## UK Cover

### Roadside Assistance

In the event of a **breakdown** within the **territorial limits (UK)**, which occurs more than a one-mile radius/straight line from **your home address** and during the Period of Insurance, **we** will arrange and pay for a **recovery operator** to attend the **breakdown** and where appropriate, spend up to 60 minutes to try and repair the **vehicle**.

### Nationwide Recovery

If **your vehicle** cannot be repaired by a **suitable garage** within the same working day, **we** will arrange and pay for **your vehicle** and the **passengers** to be transported to the **home address**, or if **you** would prefer and it is closer, **your** preferred destination within the **territorial limits (UK)**.

The transportation of **your vehicle** and **passengers** must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges. If **you** or any of **your passengers** cannot access the cabin of the recovery truck, **we** will provide cover for, and where possible, help arrange disabled access.

If **your vehicle** requires transporting, **you** must immediately inform **our rescue co-ordinator** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

### Home Assist

**We** will arrange and pay for a **recovery operator** to attend a **breakdown** at or within a one-mile radius/straight line of **your home address** and where appropriate, spend up to 60 minutes to try and repair the **vehicle**.

# Car Insurance – Policy Wording

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If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the scene of the **breakdown**, **we** will arrange and pay for **your vehicle** and the **passengers** to be transported to the nearest **suitable garage** which is able to undertake the repair.

## Alternative Travel UK\*

**We** will pay up to £250 towards the cost of alternative transport or a hire vehicle up to 1600cc to allow **you** to complete **your** original journey. **We** will also pay up to £150 towards the cost of alternative transport for one person to return and collect the repaired **vehicle**.

## Emergency Overnight Accommodation UK\*

**We** will pay up to £150 for a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for the **passengers** whilst **your vehicle** is being repaired. The maximum Emergency Overnight Accommodation payment per incident is £500.

Emergency Overnight Accommodation and Alternative Travel benefits are available under the following conditions following a **breakdown** in the **territorial limits (UK)**:

- The **vehicle** must be repaired at the nearest **suitable garage** to the **breakdown** location
- The **vehicle** cannot be repaired the same working day
- The **breakdown** did not occur within 20 miles of **your home address**
- **We** will determine which benefit is offered to **you** by assessing the circumstances of the **breakdown** and what is the most cost-effective option for **us**.

\*These services may be offered on a pay/claim basis, which means that **you** must pay initially, and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. The policy will only pay for a hire **vehicle** which **we** deem is appropriate for **your** requirements and is available at the time. **We** will only reimburse claims when **we** are in receipt of valid proof of payment.

## Caravans and Trailers

In the event of a **breakdown** where **your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard 50mm tow ball coupling hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), **your** caravan/trailer will be transported with **your vehicle** at no extra cost.

## Keys

If **you** lose, break, or lock **your vehicle** keys within **your vehicle**, **we** will pay the **callout** and mileage charges back to the **recovery operator**'s base or **your** preferred destination if closer. All other costs incurred, including any **specialist equipment** needed to move the **vehicle**, will be at **your** expense.

## Misfuel Assist

In the event **your vehicle**'s fuel tank is filled with the incorrect type of fuel, **we** will arrange and pay up to £250 (inclusive of VAT) for a **recovery operator** to either recover **your vehicle** and the **passengers** to the **recovery operator**'s base where a drain and flush to **your vehicle**'s fuel tank can be conducted or, to conduct the fuel drain and flush at the roadside. Subject to the £250 claim limit, we will also provide 10 litres of correct fuel.

Occasionally misfuelling a **vehicle** can cause extensive damage which a fuel drain and flush will not rectify. **We** cannot accept liability for any damage caused to **your vehicle** but if **you** would prefer for the fuel drain and flush to be conducted by **your** preferred repairer, **we** will arrange and pay for a **recovery operator** to recover **your vehicle** and the **passengers** to a repairer of **your** choice within 20 miles of the scene of the **breakdown**. Subject to the prior authorisation of **our rescue co-ordinator** and upon receipt of valid proof of payment confirming the work undertaken we will also reimburse up to £250 (inclusive of VAT) towards the cost of a fuel drain and flush.

## Driver Illness/Injury

If **you** are unable to continue **your** journey within the **territorial limits (UK)** or **territorial limits (Europe)** due to illness or injury to the only qualified driver, provided none of **your passengers** are able to drive, **we** will provide an alternative driver to return the **vehicle** to **your** nominated destination within the **territorial limits (UK)**. Where it is more efficient to do so, **we** may provide alternative transport for **you** or **your passengers**. A medical certificate will be required for **us** to validate **your** claim and we will only accept claims which occur and are made within the Period of Insurance.

## Message Service

If **you** require, **we** will pass on two messages to **your** home or place of work to let them know of **your** predicament and ease **your** worry.

## Temporary European Cover

Fish Insurance offers Temporary European Cover for single **Trips** within the **territorial limits (Europe)** of up to 31 days. Should **you** wish to purchase a Temporary European Cover policy, please call Fish Insurance on 0333 331 3900.



# Car Insurance – Policy Wording

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If **you** have purchased a Temporary European Cover policy for a single trip abroad, it includes all of the same benefits as **UK Cover** with the addition of Pre-Departure Cover and the benefits listed thereafter which apply within the **territorial limits (Europe)**.

## Pre-Departure Cover

In the event of a **breakdown** within the **territorial limits (UK)** which occurs no more than seven days prior to a pre-booked **trip** to the **territorial limits (Europe)**, then providing **your vehicle** cannot be repaired by **your** intended departure date and **we** are immediately notified of the **breakdown**, **we** will reimburse up to £500 towards one of the following:

- The rental of a hire vehicle which **we** deem is appropriate for **your** requirements for the purpose of carrying out **your** original **trip** within the **territorial limits (Europe)**; or
- The cost of rebooking **your** original sea or motorail crossing to the nearest available date once **your vehicle** has been repaired.

Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. Cover will only apply if **you** can evidence in writing the duration of **your** planned **trip** was for less than 31 days.

**We** will only reimburse claims when **we** are in receipt of:

- Valid proof of payment for the hire vehicle and/or
- Rebooked sea/motorail crossing tickets, together with copies of **your** original sea/motorail crossing tickets and;
- Evidence from a **suitable garage** detailing the repairs made to **your vehicle**.

Departure Cover does not apply for any **breakdown** occurring within 10 days of **you** purchasing a Temporary European Cover policy or in the event the imminent or actual **breakdown** of **your vehicle** is discovered during an MOT or service carried out within 10 days prior to **your** intended departure.

## General Notes Relating to European Cover

**We** will provide service in the **territorial limits (Europe)** where the maximum duration of any single **trip** does not exceed the **period of insurance** for **your** Temporary European Cover policy, which is any event must not exceed 90 days.

Please ensure **you** carry **your** driving licence and V5C registration document with **you** during **your** journey. Due to local regulations and customs, **you** may be required to provide copies of **your** driving licence or V5C registration document. **You** will be held liable for any costs incurred if copies of **your** driving licence or V5C registration document are not immediately available.

Due to differing national standards and infrastructures abroad, assistance may take longer in arriving. **We** will require detailed information from **you** regarding the location of **your vehicle**. **We** will need to know details of **your** itinerary and if requested proof of both **your** outbound and inbound travel dates must be provided to validate **your** claim. When **we** have all the required information **we** will liaise with **our** European network and **you** must remain contactable to avoid any delays. During public holidays, many services such as repairing garages will be closed, **we** will not be held liable for any delay this causes.

In the event of a **breakdown** on a motorway or major public road within the **territorial limits (Europe)**, access may be restricted to a private towing service only. Should this occur, **you** will need to obtain assistance via the SOS phones. The private towing service will tow **your vehicle** to a place of safety and **you** will be required to pay for the service immediately. **You** can then contact us for further assistance. **We** will pay a maximum of £150 towards reimbursement of the costs, but **we** will only reimburse claims when **we** are in receipt of valid proof of payment. Payment will be made in accordance with the exchange rate on the date of the claim.

For assistance in the **territorial limits (Europe)**, call **us** on:

**0044 1206 812721**

## Roadside Assistance Abroad

In the event of a **breakdown** within the **territorial limits (Europe)** which occurs during the **period of insurance**, **we** will arrange and pay for a **recovery operator** to attend the **breakdown** and where appropriate, spend up to 60 minutes to try and repair the **vehicle**.

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the roadside **we** will arrange and pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage** able to undertake the repair.

## Recovery and Repatriation Service

If the **vehicle** cannot be repaired within 48 hours or by **your** intended return, whichever is due to occur last, **we** will arrange and pay for **your vehicle** and the **passengers** to be transported either to **your home address**, or if **you** would prefer and it is closer, **your** original destination within the **territorial limits (Europe)**.

In usual circumstances, the **vehicle** will be collected by a multi-vehicle transporter and returned to the

# Car Insurance – Policy Wording

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(UK) within a couple of weeks. **We** will therefore pay for and help arrange separate transport for the passengers to return to the (UK).

## Alternative Transport Abroad\*

In the event of a **breakdown** within the **territorial limits (Europe)**, **we** will pay up to £500 towards the reasonable cost of alternative transport or a hire vehicle up to 1,600cc to allow **you** to continue **your trip** in the **territorial limits (Europe)** whilst **your vehicle** remains unroadworthy. **We** will also pay up to £200 towards the reasonable cost of alternative transport for two people to return and collect the repaired **vehicle**.

## Emergency Overnight Accommodation Abroad\*

In the event of a **breakdown** within the **territorial limits (Europe)** where **your vehicle** cannot be repaired the same working day and which results in **you** not being able to stay at **your** pre-booked accommodation, **we** will pay up to £150 per person for one night towards the reasonable cost of overnight accommodation including breakfast for **you** and **your passengers**. The maximum Emergency Overnight Accommodation Abroad payment per incident is £1000.

\*These services may be offered on a pay/claim basis, which means that **you** must pay initially, and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. The policy will only pay for a hire vehicle which **we** deem is appropriate for **your** requirements and is available at the time. **we** will only reimburse claims when **we** are in receipt of valid proof of payment.

## Shipping of Spare Parts

Where it is more efficient and cost effective to do so, **we** will pay the reasonable cost of shipping replacement parts to the repairing garage within the **territorial limits (Europe)**. **You** will be responsible for the cost of the spare parts and **we** will only organise shipping once **you** have confirmed the spare parts have been paid for. Although **we** will endeavour to source the required spare parts for **you**, **we** can make no guarantee the parts will be immediately available to **us**.

## General Notes

### Uninsured Service

**We** can usually provide assistance for services which are not covered under this insurance policy. All costs (including an administration fee) must be paid for immediately by credit or debit card.

## Change of Vehicle

**Our** policy only covers the **vehicle** registered on **our** database, therefore any change must be notified immediately by contacting Fish Insurance on 0333 331 3900. Please provide us with **your** policy number, the new registration, make, model and colour of **your vehicle** and the date **you** wish to make the change.

## Call Recording

To help **us** provide a quality service, **your** telephone calls may be recorded but will only be shared with partner organisations directly relevant to the **breakdown** service **we** provide.

## Governing Law

This policy will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales unless **you** live in Jersey in which case the law of Jersey will apply, and the Jersey courts will have exclusive jurisdiction.

## Language

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

## Measurements

A Home Assist is calculated using a straight line from the **home address** to the location of the **breakdown**. All other measurements are calculated using driving distances.

## Garage Repairs

Any repairs undertaken by the **recovery operators** at their premises are provided under a separate contract, which is between **you** and the **recovery operator**.

## Signing Documentation

**You** may be asked to sign documents by the **recovery operator** which relate to the service being provided. Whilst **you** are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until **you** have read and understood the content in full. In the event **you** require assistance with understanding such documents please contact **us** on 01206 812721.

## Emergency Repairs

Emergency repairs undertaken at the roadside by **recovery operators** cannot be guaranteed and in some cases, will not be attempted. Due to the nature of roadside assistance it is not always possible for **recovery operators** to accurately diagnose the fault with the **vehicle** or state whether the **vehicle** is in a roadworthy condition or otherwise

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safe to drive. **Recovery operators** are not instructed to conduct **vehicle** health inspections.

## Exclusions

Applying to all sections unless otherwise stated

This insurance does not cover the following: -

- a) Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the **vehicle** with a standard 50mm tow ball coupling hitch.
- b) Breakdowns or **accidents** to the caravan or trailer itself.
2. Assistance following theft, fire, or vandalism.
3. Any costs incurred to attend the **vehicle** due to faults with electric windows, sun roofs, broken windows/windcreens or locks not working which prevent the **vehicle** from being parked securely, unless the fault occurs during the course of a journey and **your** safety is compromised.
4. Breakdowns caused by a failure to maintain the **vehicle** in a roadworthy condition including the routine servicing of the **vehicle** in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.
5. Costs incurred in addition to a standard **callout** where service cannot be undertaken at the roadside because the **vehicle** is not carrying a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters.
6. **Specialist Equipment**, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the **breakdown** if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.
7. Breakdowns caused by overloading of the **vehicle** or carrying more **passengers** than it is designed to carry.
8. Any subsequent Callouts for any symptoms related to a claim which has been made within the last 28 days, unless **your vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by the **recovery operator** or is in transit to a pre-booked appointment at a **suitable garage**.
9. The recovery of the **vehicle** and **passengers** if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If **vehicle** and **passenger** recovery is required, **we** will only recover to one address in respect of any one **breakdown**.
10. Any **vehicle** which is not listed on **your policy schedule** as being eligible for **breakdown** cover with **us**.
11. Any request for service if the **vehicle** is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
12. Assistance if the **vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
13. The cost of any parts, components or materials used to repair the **vehicle**.
14. Repair and labour costs other than an hour's roadside labour at the scene.
15. The use of **specialist equipment** occasionally required because the **vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of assistance.
16. Storage charges.
17. Any claim within 24 hours of the time the policy is purchased.
18. Any **breakdown** that occurred before the policy commenced, the **vehicle** was placed on cover, or before the policy was upgraded.
19. More than six **callouts** per insured **vehicle** in any one **period of insurance**. Should **you** change **your vehicle** midterm, the number of **callouts** provided to the previous **vehicle(s)** will be carried forward.
20. Claims totalling more than £15,000 in any one Period of Insurance.
21. Any costs or expenses not authorised by **our rescue co-ordinators** prior to being incurred.
22. The cost of food (apart from breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
23. Any charges where **you** or the Emergency Services arrange assistance or repairs by other means unless **we** have agreed to reimburse **you**.
24. Any damage or loss to **your vehicle** or its contents caused by the **recovery operator**. It is **your** responsibility to ensure personal possessions are removed prior to **your vehicle** being transported.
25. Nothing in this policy limits **our** liability for death or personal injury caused by the negligence of **us** or **our** employees or for any liability which may not lawfully be limited or excluded. This policy is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
26. Any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**.
27. Any cost that would have been incurred if no claim had arisen.
28. Any false or fraudulent claims.
29. The cost of fuel, oil or any insurance/excess in relation to a claim for a hire vehicle.

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30. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **breakdown** within the same working day.
31. Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired.
32. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, **we** will not pay for any time that has to be taken off work because of a **breakdown**.
33. Any cost incurred as a result of **your** failure to comply with requests by **us** or the **recovery operator** concerning the assistance being provided.
34. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**.
35. Fines and penalties imposed by courts.
36. Any cost recoverable under any other insurance policy that **you** may have.
37. Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
  - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
  - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
  - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, rebellion, revolution, military or usurped power.
38. Any cover which is not specifically detailed within this policy.

### General Conditions

Applying to all sections:

1. **We** will provide cover if:
  - a) **You** have met all the terms and conditions within this insurance.
  - b) The information provided to **us**, as far as **you** are aware, is correct.
2. Details of **your** cover may not reach **us** by the time assistance is required. In this unlikely event, **we** will assist **you** however before assistance can be provided **we** will ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If **we** receive confirmation that **you** have adequate cover the reserved funds will be released. If **we** receive confirmation that **you** do not have adequate cover, **we** will take payment for any uninsured costs.
3. The driver of the **vehicle** must remain with or nearby the **vehicle** until help arrives.
4. If a **callout** is cancelled by **you** and a **recovery operator** has already been dispatched, **you** will lose a **callout** from **your** policy. **We** recommend **you** to wait for assistance to ensure the **vehicle** is functioning correctly. If **you** do not wait for assistance and the **vehicle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent **callouts**.
5. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
6. **We** have the right to refuse to provide the service if **you** or **your passengers** are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our rescue co-ordinators** or the **recovery operator**.
7. The **vehicle** must be registered to and ordinarily kept at an address within the **territorial limits (UK)** and **you** must be a permanent resident within the **territorial limits (UK)**.
8. Vehicles must be located within the **territorial limits (UK)** when cover is purchased and commences.
9. When **you** contact **us** for assistance **we** may ask if **your vehicle** is fitted with alloy wheels. **we** must be advised the correct information at this time. If **we** are not made aware and **we** are unable to provide service promptly or efficiently through the **recovery operator** who will be assisting **you**, **you** will be charged for any additional costs incurred.
10. If in **our** opinion the **vehicle** is beyond economical repair or the cost of the claim is likely to exceed the market value of the **vehicle** in its current condition following the **breakdown**, **we** have the option to pay **you** the market value of the **vehicle** in its current condition and pay **your** transportation costs to **your home address**. It will be **your** responsibility to apply for a Certificate of Destruction or other such document and **you** will be required to pay for any storage costs whilst this is obtained. If **you** would prefer the **vehicle** to be transported to **your home address** or original destination, this can be arranged but **you** will need to pay any costs which exceed the market value of the **vehicle** in its current condition. If the **vehicle** is beyond economical repair, **you** will have one week to advise **us** of how **you** wish to transport or dispose of the **vehicle**. If **you** do not contact **us** within one week **you** consent to **us** to dispose of the **vehicle**.
11. If **we** are able to repair **your vehicle** at the roadside, **you** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card. If **you** do not have sufficient funds to pay for the parts, all further cover for the claim for this policy will cease.
12. In the event **you** use the service and the claim is subsequently found not to be covered by the

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policy **you** have purchased, **we** reserve the right to reclaim any monies from **you** in order to pay for the uninsured service.

13. **We** may decline service if **you** have an outstanding debt with **us**.
14. If **you** have a right of action against a third party, **you** shall co-operate with **us** to recover any costs incurred by **us**. If **you** are covered by any other insurance policy for any costs incurred by **us**, **you** will need to claim these costs and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
15. **Recovery Operators** comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and ‘changeovers’ may be required when transporting **your vehicle**.
16. The transportation of livestock (including dogs) will be at the discretion of the **recovery operator**. **We** will endeavour to help arrange alternative transport, but **you** will need to pay for this service immediately by credit or debit card.
17. Regardless of circumstances, **we** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided. If **you** are unable to make a connection on any of the numbers provided, please call 01603 327180.
18. The policy is not transferable.

Should **you** wish to contact **us**, **we** can be contacted by:

- **Mail:** Customer Services, c/o Call Assist Ltd, Axis Court, North Station Road, Colchester, CO1 1UX
- **Email:** enquiries@call-assist.co.uk
- **Facsimile:** 01206 364268

## Cancellation Rights

**Your** UK Breakdown Recovery policy is included within **your** motor insurance policy and cannot be cancelled in isolation. Please see section 8 ‘Cancellation’ on page 15 for details of **your** cancellation rights.

Please call Fish Insurance on 0333 331 3900 to discuss your cancellation rights further.

## Our Promise to You

**We** aim to provide a high standard of service. Please telephone **us** if **you** feel **we** have not achieved this and **we** will do **our** best to rectify the problem immediately.

## Complaints Procedure

Any complaint **you** have regarding **your** policy should be addressed to the policy administrator:

Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Please include the details of **your** policy and in particular **your** policy number, to help **your** enquiry to be dealt with speedily.

We promise to:

- acknowledge **your** complaint within three working days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint when **we** send **our** acknowledgement letter; and
- respond to **your** complaint within eight weeks. If this is not possible for any reason, **we** will write to **you** to let **you** know when **we** will contact **you** again.

If **you** remain dissatisfied with **our** final decision or if you have not received our final decision within 8 weeks of us receiving your complaint, short of court action, **you** can ask The Financial Ombudsman Service to review **your** case provided the policy is not of commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company’s final decision. If **you** do not refer **your** complaint within 6 months of **our** final decision The Financial Ombudsman Service will not have **our** permission to review **your** case and will only be able to do so in limited circumstances, such as if the delay was due to exceptional circumstances.

The Financial Ombudsman Service can be contacted at the following address:

The Financial Ombudsman Service  
Exchange Tower, London, E14 9SR

Or by telephoning: 0800 023 4567 (free from landlines) or 0300 123 9 123 (free from some mobile phones) or email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

For further information, **you** can also visit the website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Following the complaints procedure does not affect **your** rights to take legal proceedings.

## Financial Services Compensation Scheme

Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **your** business and the circumstances of the claim.

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Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at [www.fscs.org.uk](http://www.fscs.org.uk)

## Data Protection Notice

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

In this notice, unless otherwise indicated, **we** and **us** and **our** mean any, or all, of:

- Call Assist Limited (“Call Assist”);
- Ageas Insurance Limited (“Ageas”); and
- Fish Administration Limited (Fish Insurance).

## Personal information

Personal information is information about you or any information you give to us about anyone else, from which you or the person, whose information you have provided to us, can be identified.

**You** should show this notice to anyone else insured or proposed to be insured under **your** policy as it will also apply to them. It explains how **we** use personal information **we** have about **you** and the other people insured under **your** policy.

Please note that if **you** give **us** false or inaccurate information this could give **us** the right to avoid **your** insurance policy or it could impact **your** ability to claim.

## Special categories of personal data

Some of the personal information that **we** ask **you** to provide may constitute special categories of personal data. This may include, without limitation, information relating to any criminal convictions. **We** will use special categories of data to provide **you** with quotes, arrange and 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** will use **your** personal information to arrange and manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **you**. **We** will also use **your** personal information to assess **your** insurance application. **We** may pass your details to a credit reference agency in assessing your application for this insurance.

**We** may research, collect and use data about **you** from publicly available sources including social media and networking sites. **We** will only use this data for the purposes set out in this notice, including fraud detection and prevention.

## Sharing your personal information

**We** will only share **your** personal information with other companies within **our** respective groups for any of the purposes set out in this notice.

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

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

- if **we** need to do this to manage **your** policy;
- for underwriting purposes, such as assessing **your** application and arranging **your** policy;
- for management information purposes;
- to prevent or detect crime, including fraud (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);
- if **you** have given us permission.

## 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. For **your** protection only, **you** can cancel **your** policy or change the contact address.

## Marketing

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

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

## Monitoring and recording

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

## Your Rights

You have a number of rights in relation to the personal information we hold about you:

- the right to ask for a free copy of any personal data we hold about you;
- the right to ask for correction of any inaccurate information held;
- object to the use of your personal data for direct marketing;

## Car Insurance – Policy Wording

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- withdraw any permission you have previously given to us to process your personal data;
- complain to the Information Commissioner's Office if you are not satisfied with our use of your data;
- ask for your personal data to be deleted from our system/database. Please note that there are times when we will not be able to delete your data. This may be as a result of us fulfilling our legal and regulatory obligations, or where there is a minimum, statutory, period of time for which we have to keep your information. If we are unable to fulfil a request we will always let you know our reasons.

Should you wish to exercise any of your rights, please write to the Data Protection Officer at the corresponding address set out below.

### International data transfers

Please note – **we** may transfer **your** personal data outside of the European Economic Area for the purposes of providing the services described in **your** policy documents, such as dealing with **your** claim.

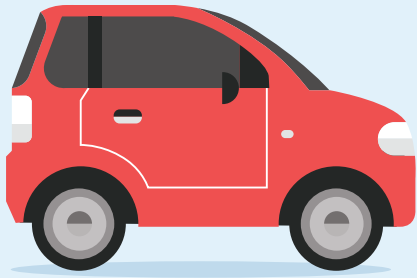
### Further information

The details provided here are only a summary. If you wish to know more of how we collect, use, share, transfer and store your information, or if you wish to exercise any of your rights, please use contact details below:

In respect of information processed by Call Assist, please write to The Data Protection Officer at Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or email [DPO@call-assist.co.uk](mailto:DPO@call-assist.co.uk).

In respect of information processed by Ageas, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or email [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

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, **you** must let **us** know as soon as possible by writing/emailing to **us** at the address above.



## UK Breakdown Recovery

In the event of a breakdown please call:

**0333 331 3938**



Fish Insurance, 12 Sceptre Court, Sceptre Way, Bamber Bridge, Preston, PR5 6AW  
T: 0333 331 3900 E: [info@fishinsurance.co.uk](mailto:info@fishinsurance.co.uk) [www.fishinsurance.co.uk](http://www.fishinsurance.co.uk)