

24/7

Claims helpline:

**0333 331 3960**

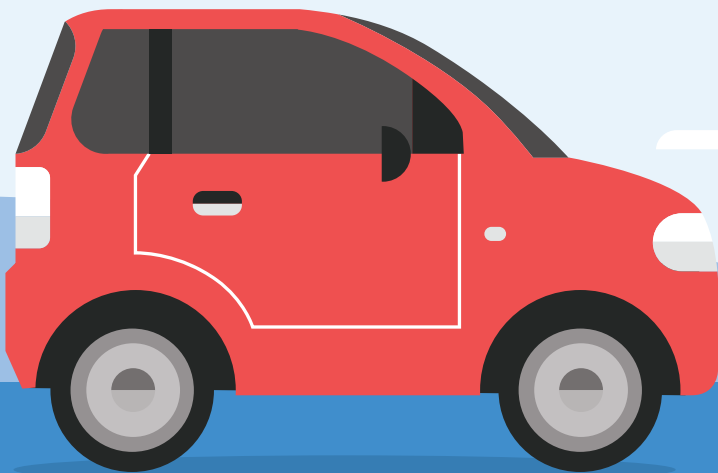
Breakdown Recovery:

**0333 331 3868**

Please add these  
numbers to your  
mobile phone

**fish**   
I N S U R A N C E

## Fish Private Car



Policy Wording

We would like to welcome you to Fish Insurance and thank you for buying your policy from us.

We have designed our policies and customer services to support our desire to be open, friendly and easy to deal with. So, whether you have any questions, problems or even complaints we want to hear about them.

Insurance policy documents can be a bit confusing, so we've tried our best to remove jargon and unfamiliar language to make it easy to understand.

This policy has been designed to provide cover for disabled drivers, adapted cars, and wheelchair accessible vehicles.

Our objective is to make the process as smooth as possible for every claim we receive. Taking the time to read through this policy will assist you to understand what you are covered for and what you are not. If there is anything you don't understand, please get in touch.

*The Fish Team*

**This Policy Wording is broken down into four main areas of cover, which are colour coded for ease of reference.**

**Your Motor Insurance, the main section of the Policy Wording, in grey.**

**Legal Expenses Insurance, highlighted in light blue.**

**UK Breakdown Recovery, highlighted in purple.**

**Optional Excess Protection, highlighted in dark blue.**

Welcome	2
Useful contacts	4
Your policy in a nutshell	5
Making sense of your policy	6–7
Step by step guide to making a claim	8–11
What your core policy doesn't cover	12
What your core policy does and doesn't cover	13–21
Section A: Damage	13
Section B: Fire & theft	14
Section C: Damaged windscreens and glass	15
Section D: Replacement locks and keys	16
Section E: Claims against you or others named on the policy	17
Section F: Driving other cars	18
Section G: Personal accident	19
Section H: Medical Expenses	20
Section I: Personal belongings	20
Section J: Using your car abroad	21
Other things you are covered for	22
Car sharing	
Medical Emergencies	
When your car is in the garage being repaired	
Uninsured driver promise	
No claim discount	
No claim discount protection	
Things you need to tell us about	23
How to cancel your policy	24
How to make a complaint	25–26
How we look after your personal information	27–28
Legal Expenses Insurance	29–34
UK Breakdown Recovery	35–43
Excess Protection (This section applies if you have purchased the cover)	44–51

## Car Insurance

If you've been involved in an accident, or your car has been damaged or stolen,



call us on  
**0333 331 3960**

## Windscreen

To arrange for the glass to be repaired or replaced,



call us on  
**0333 331 3960**

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 £150 after taking off any excess.

## Excess Protection

If you've purchased Motor Excess Protection and need to make a claim,



call us on  
**0333 331 3900**

Our 24-hour helplines are always open to get your claim started.

## UK Motor Breakdown

If you have broken down in the UK and need help,



call us on  
**0333 331 3868**

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 **07378 905740**.

Your Motor Breakdown insurance from Fish Insurance is provided by Jigsaw Insurance Services Plc.

Jigsaw Insurance Services have provided specialist breakdown recovery services from their in-house claims contact centre for in excess of 20 years.

The service operates 24/7, 365 days a year through a network of recovery operators throughout the UK and Europe.

If you wish to purchase European breakdown cover please contact us on **0333 331 3770**.

## Your policy in a nutshell

We offer insurance specifically designed to cover disabled drivers, adapted cars, and wheelchair adapted vehicles.

Like all insurance policies, there are limits to what we will and won't cover – and you can find all the details throughout this document.

Just to be clear, the incident must happen during the time your vehicle is covered by us.

### The most common reasons people claim on their car insurance policy are:



They've been involved in a car accident



Their windscreen has been damaged



Their car has been stolen

### The most common things people try to claim for, which aren't covered are:

- ✓ Their car was stolen while the keys were left in their car or it was left unlocked.
- ✓ Their car breaks down due to an electrical or mechanical fault.

## Making sense of your policy

We've tried to make this document easy to understand and navigate but there may still be a handful of words and phrases that you may not be familiar with. Some words also have a technical meaning – so while they may sound straightforward, they have a specific meaning when we mention them in your policy.

Wherever possible, we've defined key words and phrases at the point where we mention them – but there are a few that come up regularly, so it's worth familiarising yourself with these before you read on.

**Certificate of motor insurance** – This is a document that you'll be sent after you've bought your policy. It shows which car is covered, who is allowed to drive your car, and what your car can be used for. It also shows the start and end dates of your cover.

**Policy schedule** – This is a document that you will have been sent when you set up your policy. It contains all the specific details of your policy, such as the level of cover you have, the maximum claim limits, excesses and the dates when the policy starts and ends. It will also include the details of your car along with details of the people who are insured to drive it. We will issue you a new schedule each time you renew your policy or if your policy is changed.

**Your car** – When we use the term 'your car' we mean any car that's covered under this policy. This includes any equipment and modifications on and in your car (such as wheelchair ramps, hoists, hand controls, sat navs, accessories, spare parts), if fitted by your car manufacturer, professional converter, or approved dealer. We will also cover child seats.

**We, our, us** – If we use the words 'we', 'our' or 'us' – then we're talking about Ageas Insurance Limited.

**You or your** – Where we use the words 'you' or 'your' – we're talking about the policyholder named on the policy schedule.

Finally, this policy is between you and us; it is not our intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else the right to enforce this policy. English Law will apply to this policy unless you live in Scotland, Northern Ireland, Isle of Man or the Channel Islands, in which case the law where you live will apply. We will communicate with you in English.

## Making sense of your policy (continued)

### Your obligations to us

1

You must pay, or agree to pay, the policy premium. In return we will provide cover under this policy.

2

You need to make sure that your car is roadworthy and safe to drive at all times. You must protect your car, its adaptations and accessories from being stolen or damaged. If you don't look after your car and ensure that it has a valid MOT (if required), we may not be able to pay your claim.

3

You need to ensure that all your personal possessions are placed out of sight and your car is locked at all times when unattended.

4

You must use your car's equipment and adaptations in accordance with the manufacturers' instructions, such as wheelchair adapted ramps, electric charging cables and tow bars.

5

Sometimes we are able to recover costs for a claim from another party, or we may need to defend a claim in court. If we do this, you or any other person covered must provide any documents or information that we request.

### Always tell the truth

It's really important that you're honest with us when you're buying a policy, updating the policy or making a claim. Providing wrong or misleading information that you know could either help you gain financially, or cause us to suffer a financial loss, is fraud and pushes up the cost of insurance for all customers.

If we do find that you have defrauded us to obtain or change a policy, we may void the policy and you may not get a refund. This means that we would treat the policy as though it had never been issued. If you have carelessly provided misleading information we may leave your policy in place but only pay part of any claim you make. If you commit fraud when making a claim we may refuse to pay the claim or make you repay any money we've already paid out in claims.

We will also tell other insurers and anti-fraud databases, which could affect your ability to get access to insurance and other financial services in the future. We may also let the police know, who may choose to bring charges against you that could ultimately result in a prosecution. So please do make sure that you're always honest with us, so that we can pay claims you make, and keep the cost of our insurance down for all our customers.

## Step by step guide to making a claim

1

### Before you call us

If your car has been involved in an accident, make sure you take down the registration number of any other vehicles involved, as well as the contact details of any other drivers and any witnesses.

If your car has been stolen, something's been stolen from it, or it has been vandalised, you should start by calling the police. You need to make sure you get a crime reference number.

Finally, you mustn't negotiate or settle any claims made against you.

2

### Call our 24 hour claims helpline

If you've been involved in an accident, or your car has been damaged or stolen,



**call us on**  
**0333 331 3960**

3

### How we'll handle your claim

After an incident, we will decide if your car can be repaired. You will then need to decide whether you want us to arrange the repairs for you, or whether you want to arrange it yourself. We may choose to pay you a cash amount equal to the repair.

#### **Child car seats**

If you're involved in an accident, or your car is stolen, or damaged as a result of fire, we'll cover the cost of replacing any child car seats, as long as they were in your car at the time of the accident, fire or theft. There is a separate limit for child car seats of a maximum of £250 per incident.



## Step by step guide to making a claim (Continued) If your car is being repaired

### Using our approved garage

If your car's not safe to drive, we'll arrange for it to be collected from the scene of the incident.

We'll arrange for your car to be securely stored if it can't be taken to a garage straight away.

If your car is safe to drive, we'll arrange for it to be collected at a convenient time to carry out the repair.

We'll agree the costs of the repairs with our approved garage, including the replacement as new of any adaptations that have been lost or damaged.

We'll get you a courtesy car on the next working day after we've agreed to repair your car – and we'll let you keep it for as long as the repairs take.

When the repairs are finished, we'll deliver your car back to you.

Our approved garages may use recycled parts as well as new parts which are not supplied by the manufacturer. All parts used to repair your car come with a guarantee. All workmanship is guaranteed for as long as you continue to own your car.

### Using your own garage

If your car's not safe to drive, you may have to arrange for it to be collected from the scene of the incident.

If a garage can't take your car straight away, you may have to arrange for it be stored.

If your car is safe to drive, you may have to arrange collection from home with your own garage.

You will have to send us estimates for the cost of repairs, and we'll need to agree this before the work starts.

We don't give you a courtesy car while your car is in the garage.

You may have to arrange for your car to be returned to you once the repairs are complete.

We don't guarantee the repair work.

## Step by step guide to making a claim (Continued)

### **When we can get you a courtesy car**

If your car is being repaired by one of our approved garages in the UK, Channel Islands or Isle of Man, then we'll offer you a courtesy car for as long as your car is being repaired. We will always try our best to ensure this meets your mobility needs.

But we don't offer this if it has been stolen and unrecovered, or if we have decided not to repair your car, or if you have taken it to a garage of your choice. If you have an electric car we may not be able to get you an electric courtesy car.

In any of the above circumstances, we will pay your reasonable expenses incurred whilst your car is being repaired, or until settlement has agreed, to allow you to:

- ✓ Hire a suitable adapted car

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- ✓ Hire a taxi

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- ✓ Use public transport

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Once you've shared with us your receipts, we will pay £50 per day, up to a maximum of £700 during your policy.

**Fish call this your  
Keep Mobile Benefit.**

## Step by step guide to making a claim (Continued)

### If your car isn't being repaired

If we don't repair your car, we'll assess its market value.

We calculate the market value by looking at what the cost would be to replace your car with one of a similar age, type and mileage, including the cost of replacing any driving adaptations as new. We will also take into account the condition of your car just before the incident.

If there is any outstanding loan, lease or contract hire agreement on your car, we will pay the finance, leasing or contract company. Should our settlement be less than the amount you owe, then the loan, leasing or contract company may contact you for the shortfall.

Once we've paid the claim, your car will belong to us. If you have a private registration plate, please let us know.

If you bought your car new and it is a year or less old and the mileage at the time of purchase was under 250 miles – we will arrange to get you a new one of the same make, model and specification if you want us to. If the same car is not available, we will ask you to supply your purchase invoice and give you the amount you paid for your car when you bought it. We will do this if the repair costs are more than 60% of replacing with a new identical one.

### Acting on your behalf

If someone takes legal action against you, or anyone else named on this policy after an accident, you need to let us know. We may carry out the defence on your behalf, including representing you in court.

You may also need to let us take legal action against other people involved in an accident on your behalf. We can do this in the name of anyone claiming on this policy.

### What is an excess and how does it work?

This is the amount that you'll have to pay towards any claim you make. For example, if we agree to settle your claim for £1,000 and you have an excess of £250 on your policy – we would pay you £750.

If we are repairing the car, you may have to pay the £250 excess directly to the garage.

There are different excesses for different parts of your policy – and you'll find the details of these in your policy schedule. You also need to remember that sometimes more than one excess will apply, and we will add them together. For example, if the policy has an accidental damage excess of £250 and a young driver excess of £150, a young driver making an accidental damage claim would have to pay £400.

Just to be clear, you only pay an excess when you are claiming for loss or damage to your car.

## What your policy doesn't cover

There are some circumstances in which your policy won't pay out. You'll see a detailed list of what is and isn't covered in the later sections of this policy. But there are some things we won't pay out for regardless of the circumstances. We've laid these out below.

### What your policy doesn't cover

- We won't pay for general wear and tear to your car, or any damage that happens gradually.
- We will not pay claims where another insurance policy already covers the same claim.
- We won't pay for failures of your car's equipment, electrics or mechanics if they don't work – for example, if your sunroof, hood mechanism, bonnet or electric windows won't open or close.
- We won't pay claims which happen because you let someone drive your car who isn't insured to drive it under this policy.
- We won't pay claims if you allow someone to drive your car who you know doesn't hold a valid driving licence or who doesn't meet all the conditions of their licence.
- We won't pay claims if your car is being used for racing, or is driven on any kind of racetrack – including the Nürburgring in Germany.
- We won't pay claims if you, or anyone allowed to drive under this policy drives recklessly, or without due care and attention and deliberately causes any loss or damage to your car.
- We won't pay claims if you allow your car to be used for anything to do with crime which results in a criminal conviction.
- We won't pay claims that are the result of war or terrorism. By terrorism, we mean any act that the UK government declares to be an act of terrorism.
- We won't pay claims that have been caused by ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste.
- We won't pay claims that are the result of you, or anyone allowed to drive under this policy driving your car anywhere that the public are not permitted, such as airfields or military sites.
- We won't provide cover for any person driving at the time of the incident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.
- We won't provide cover for any person driving at the time who is given a driving ban as a result of the incident.
- We won't pay claims if you use your car for any other purpose that is not listed on your certificate of motor insurance, such as using your car as a taxi, minicab or fast food delivery.
- We won't pay claims for damage to your car caused by putting the incorrect fuel in.
- We won't pay claims caused by you or anyone else not using your car's equipment, such as wheelchair ramps, electric charging cables and tow bars, in the way the manufacturer tells you to, or it has been used in an unsafe way.
- We will only cover equipment and modifications on and in your car, if fitted by your car manufacturer, professional converter or an approved dealer. If you fit new equipment to your car, or make a modification which is not on your manufacturer's list, we won't cover you for the cost, unless you have told us about the equipment or modification and we have accepted it.
- We won't cover your uninsured losses, such as your excesses.
- 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.

## What your policy does and doesn't cover

### Section A: Damage

#### What's covered

We will pay a claim for your car if it is damaged in the UK, Channel Islands or Isle of Man.

We will also pay claims to repair or replace your car stereo or sat nav if damaged. Cover is unlimited if fitted by your car manufacturer or an approved dealer. If it hasn't, but is permanently fitted we will only pay the cost of the standard manufacturer fitted stereo or sat nav.

If your car can't be driven after it has been damaged, we can help you and your passengers get to your home or any other destination within the UK – as long as we have accepted the claim.

Or, if you can't complete your journey until the next day, we'll pay for overnight accommodation.

There's a limit to how much we'll pay for transport from the scene of an accident and for overnight accommodation of £50 per person, with a maximum limit of £250 for any one incident.

#### What's not covered under Sections A and B

We won't pay claims if your car is stolen or damaged because it was left open or unlocked.

We won't pay claims if your car is stolen or damaged because you didn't take care of your car keys or any other device used to unlock your car, such as leaving the keys in your car.

We won't cover tyre damage sustained during normal use of your vehicle, such as punctures or bursts.

We won't cover damage to your car stereo or sat nav if it is not permanently fitted to your car.

If your car is worth less after being stolen or repaired, we won't cover this loss in value.

We won't pay claims caused by you carelessly allowing someone to deceive you. For example, if you allow someone to test drive your car unaccompanied and they steal it, we wouldn't pay the claim.

We won't pay a claim if your car is stolen or damaged by anyone you know that uses your car without your permission – unless you've reported them to the police for doing so. This doesn't apply to people named on your policy schedule.

We won't pay for damage if your car is confiscated or destroyed under order of the police or any other authority.

With the exception of the cover afforded to you under the Keep Mobile Benefit listed on page 10.

We won't cover any costs associated with you being unable to use your car, such as getting to and from work.

Just to be clear, we'll never pay more than the market value of your car.

## What your policy does and doesn't cover (Continued)

### Section B: Fire & Theft

#### What's covered

We will pay your claim if your car is stolen or damaged by fire or attempted theft in the UK, Channel Islands or Isle of Man.

We will also pay claims to repair or replace your car stereo or sat nav if stolen or damaged by fire or attempted theft.

Cover is unlimited if fitted by your car manufacturer or an approved dealer. If it hasn't, but is permanently fitted we will only pay the cost of the standard manufacturer fitted stereo or sat nav.

If your car can't be driven or has been stolen, we can help you and your passengers get to your home or any other destination within the UK – as long as we have accepted the claim.

If you can't complete your journey until the next day, we'll also pay for overnight accommodation.

There's a limit to how much we'll pay for transport from the scene of an accident and for overnight accommodation of £50 per person, with a maximum limit of £250 for any one incident.

## What your policy does and doesn't cover (Continued)

### Section C: Damaged windscreens and glass

#### What's covered

We will pay for the repair or replacement of your car windscreen or car window as long as it is made of glass. And we'll also pay for any damage to your car's bodywork caused by the broken glass.

We don't use car manufacturer glass, but we will use glass of a similar quality and standard.

If you don't use our approved glass repairer, there's a separate limit for these types of claim of £150 after taking off the excess. You'll find the details of your excesses in your policy schedule.

A claim under this section of your policy won't affect your no claims discount.

#### What's not covered

We won't cover any costs associated with you being unable to use your car, such as getting to and from work.

Just to be clear, we'll never pay more than the market value of your car.

#### Your car's safety features

Where possible we try to repair windscreens at a place which is convenient for you. However, if your car has a built in safety system, such as an advanced driver assistance system, this may need to be reset once a windscreen has been replaced. If this is the case, we'll arrange for this to be carried out.

## What your policy does and doesn't cover (Continued)

### Section D: Replacement locks and keys

#### What's covered

If your car key, or any other device used to unlock your car, is lost or stolen in the UK, Channel Islands or Isle of Man, we will pay for the cost of replacing these, as well as the cost of replacing any locks that they open. We'll only do this if it's necessary to keep your vehicle safe.

We'll also cover the cost of protecting your car and will pay for it to be taken to and from your address to be repaired if needed.

There is a separate limit for replacement locks and keys of £750 after taking off the excess. You'll find the details of your excesses in your policy schedule.

A claim under this section of your policy won't affect your no claims discount.

#### What's not covered

We won't cover any costs associated with you being unable to use your car – such as being able to get to and from work.

Just to be clear, we'll never pay more than the market value of your car.



## What your policy does and doesn't cover (Continued)

### Section E: Claims against you or others named on the policy

#### What's covered

If someone dies or is injured in a car accident caused by or arising out of you using your car in the UK, Channel Islands or Isle of Man, we will cover you for any amount that you're legally obliged to pay.

We'll also cover you for any amount you're legally obliged to pay due to someone else's property being damaged.

This section of your insurance policy will also cover other people driving your car if you have given them permission, but only if your certificate of motor insurance says they are allowed to drive it.

We'll also provide this cover for anyone getting into or out of your car.

#### What's not covered

We won't cover any damage to property which is owned by, or is in the care of the person who is claiming under this section – including any vehicle, trailer or caravan.

If a claim is made under this section for loss or damage to property, we won't pay any more than £20 million for any single claim or series of claims that relate to one incident, including all costs and expenses.

There is a separate limit of £1.45m for any single pollution or contamination incident, including all costs and expenses.

## What your policy does and doesn't cover (Continued)

### Section F: Driving other cars

#### What's covered

Your policy may cover you for driving someone else's car. You'll need to check your certificate of motor insurance to see whether this cover is included.

If you are insured to drive other cars and someone dies or is injured in a car accident caused by or arising out of you using that car, we'll cover you for any amount that you are legally obliged to pay.

We'll also cover you for any amount you're legally obliged to pay due to someone else's property being damaged.

If you're driving someone else's car you must have the owner's permission, and the car must be insured and registered within the UK, Channel Islands or Isle of Man.

#### What's not covered

We won't cover the cost of any damage to the car you're driving.

We won't cover any other vehicles that you own, lease or hire.

We won't cover any other drivers under this section other than you.

We won't provide cover outside of the UK, Channel Islands or Isle of Man.

If a claim is made under this section for loss or damage to property, we won't pay any more than £20 million for any single claim or series of claims that relate to one incident, including all costs and expenses.

There is a separate limit of £1.2m for any single pollution or contamination incident.

## What your policy does and doesn't cover (Continued)

### Section G: Personal accident

#### What's covered

We will provide cover if you or your partner are accidentally killed or injured whilst travelling in any car or whilst getting into or out of any car. To be clear we only cover the following specific injuries:

- Total and permanent loss of sight in one eye – £10,000.
- Total and permanent loss of one hand or foot – £10,000.
- Death – £10,000.

The direct cause of death or injury must have been an accident that happened in the UK, Isle of Man or Channel Islands.

The death or injury must also happen within three months of the accident.

By partner, we mean someone you're in a personal relationship with – such as your husband, civil partner or wife, and not a business partner.

#### What's not covered

We won't pay a claim for any person who was driving while above the legal limit for drugs or alcohol.

We won't pay a claim for any person who is not wearing a seat belt when they are required to by law.

The most we will pay for one accident is £40,000 and the most we will pay to any one person is £10,000 for one accident.

Finally, we won't pay out under this section if the policy is held in the name of a company or other organisation.

## What your policy does and doesn't cover (Continued)

### Section H: Medical expenses

#### What's covered

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

#### What's not covered

We won't pay out under this section if the policy is held in the name of a company or other organisation.

### Section I: Personal belongings

#### What's covered

We will pay for any personal belongings and mobility aids (including wheelchairs) in your car that are lost or damaged if your car is involved in an accident or fire – or if your car is stolen or broken into, in the UK, Channel Islands or Isle of Man.

There is a separate limit for claims under this section of:

- £2,500 for mobility aids.
- £200 for personal belongings.
- £2,700 in total per incident.

#### What's not covered

We won't cover your personal belongings if they are stolen or damaged because your car was left open or unlocked. We also won't cover you if your belongings are stolen because you or anyone else on the policy didn't take care of your car keys or other devices used to unlock your car, such as leaving the keys in your car.

We won't pay for loss or damage to anything that relates to a trade, business or profession. That means things such as tools or office equipment.

And we won't cover money, gift cards, vouchers or any portable electronic devices, such as mobile phones.

## What your policy does and doesn't cover (Continued)

### Section J: Using your car abroad

#### What's covered

If you or anyone else on the policy drives your car within the European Union, you'll be covered for any amount you're legally obliged to pay to someone else because of an accident.

In addition we will cover you for a total of 90 days under the sections of this policy that are shown on your schedule, even though you are not in the UK, Channel Islands or Isle of Man.

We also extend this cover to a few countries outside of the European Union. These are Andorra, Iceland, Norway, Serbia, Switzerland and Liechtenstein.

If you want to extend your policy to drive in a country which is not covered, or you want cover for more than 90 days, we may be able to do this. Please talk to Fish to arrange this.

All of the things listed under the 'What's not covered' parts of your policy will still apply while you're driving abroad. For example, if your car is damaged while you're overseas, we'll treat you as if you're making a claim under **Section A** of this policy. The list of things we won't cover under **Section A** will apply.

#### What's not covered

We won't cover you for Section F: Driving other people's cars – when you are abroad.

We'll only accept claims made while using your car abroad, if they would have been accepted if the incident had happened in the UK, Channel Islands or Isle of Man. For example, if your car is damaged while you're on holiday, we'd only cover you if it met our criteria in **Section A** of this policy.

## Other things you are covered for

### What's covered

#### Car sharing

We will also cover you for carrying passengers as part of a car share scheme, but you cannot be paid to do this or do it as a business.

#### Medical emergencies

In the event of a medical emergency where you need to seek medical attention, we will also cover any damage sustained to the car whilst being driven by someone who is not covered by your certificate of insurance. The driver must hold a full drivers licence issued within the UK, Channel Islands, Isle of Man or European Union.

#### When your car is in the garage being repaired

We expect that your garage will already cover you for this, but just in case they don't, we will provide cover whilst your car is in the garage being repaired or having a MOT. This cover only applies when your car is being driven or worked on by the garage for the purpose of the repairs or MOT.

#### Uninsured driver promise

If an uninsured driver hits your car, and it's not your fault, we'll refund any excess paid and your no claim discount will be restored. You'll need to give us the other vehicle's registration number and the details of the accident including the name of the driver, for us to do this.

#### No claim discount

If a claim has not been made since you bought or last renewed your insurance policy, we'll offer you a discount in your price for next year when it's time to renew.

If you have made a claim, your no claim discount may be reduced. But this doesn't include claims for damaged windscreens and glass, or replacement locks and keys.

We also won't reduce your discount if we manage to recoup all the costs of your claim from someone else – for example, from the insurance company of someone else involved in the accident.

Having a no claim discount will reduce the price that we offer you when it's time to renew your policy. However, the overall cost of your insurance may still increase and you may have to pay a higher excess.

#### No claim discount protection

If you are eligible, this is a cover that you can request and pay a premium to protect your no claim discount. This protection will mean you can keep your discount as long as you do not make more than two claims in any consecutive three year period. After a second claim is made you won't be eligible to protect your no claims discount. Check your no claim protection discount document for details of your no claim information. For details of what will happen to your no claim discount if you have an incident that leads a claim, go to [www.ageasbroker.co.uk/ncd](http://www.ageasbroker.co.uk/ncd).

## Things you need to tell us about

It's important you keep us up to date with changes that may affect your insurance policy. If any of the information that you gave Fish has changed, then you must let them know. If you don't, it could mean that we won't pay your claim and your policy may be cancelled.

### **The kind of things that we need to hear about are:**

- A change of car or a change in your car's registration number.
- A change of address or a change to the place where you keep your car overnight.
- Any modifications or additions to your car – such as changes to the bodywork, suspension, disability adaptations, brakes or any changes that affect the performance of your car.
- Any driver on the policy passes their driving test.
- There is a change to who drives your car the most.
- You or anyone else on this policy changes their job, takes a second job or changes how they use your car.
- You or anyone else on this policy who drives your car has their driving licence taken away or suspended.

Please remember that if you don't tell us about changes, it may affect any claim you make. If you're not sure whether you need to tell us about a change, give Fish a call.

If you do tell us something has changed, we can increase or reduce your premium as well as any excesses.

## How to cancel your policy

You're able to cancel your policy at any time. To do so, you need to get in contact with Fish.

How much money you get back will depend on how long you've had the policy for and whether or not a claim has been made or may be made on your policy.

### Cancelling before the policy starts

If you or we cancel the policy before the start date, we'll refund you, your entire premium.

### Cancelling after the start of the policy

If you or we cancel after the start date of your policy, we'll refund you for the time that is left on the policy, as long as no claim has been made or may be made on your policy. Fish may also make an administration charge for cancelling your policy.

So if you pay annually, we'll work out the cost of your insurance per day, and refund you for the days that you haven't yet used.

If you pay monthly, you may have to continue your payments even after your policy has been cancelled. Check with Fish who sold you the policy. It's important to be aware that your policy won't be cancelled if you simply stop your direct debit.

If a claim has been made on this policy, or something has happened which might lead to a claim – then you won't receive any refund. And if you pay for your insurance on a monthly basis, you will need to pay the remainder of the year's premium.

### Our right to cancel your policy

We or Fish have the right to cancel this policy at any time by giving you 7 days' notice in writing, as long as we have a valid reason. We'll tell you the reason why.

### Reasons why we may decide to cancel your policy include:

- Changes to the information that you provided us when you purchased the policy, which are shown on your proposal form, statement of fact or policy schedule, that mean we no longer wish to insure you.
- There's been a misrepresentation which means we no longer wish to insure you.
- We're unable to take a payment from your account, although we will give you the chance to make the missing payment.
- You, or someone representing you, is abusive to our staff or anyone acting on our behalf.
- You won't give us information that we ask for.

If we suspect fraud on this or another related insurance policy we may choose to cancel your policy immediately.

If we discover that you have deliberately withheld information from us, or you gave us wrong information because you didn't take care when communicating with us or Fish Insurance, we may be entitled to void your policy. This means we would treat the policy as though it had never been issued. We may also refuse to pay any claim and keep any premium you've paid.

If we discover that you have committed fraud when a claim is being made we may refuse to pay the claim and make you repay any money we've already paid out in claims.



## How to make a complaint

Should there ever be an occasion where you need to complain, we'll do our best to address this as quickly and fairly as possible.

If we can't, then we'll:

- Write to you to acknowledge your complaint.
- Let you know when you can expect a full response.
- Let you know who is dealing with the matter.

In most instances, we'll be able to address your complaint within the first few days of this being notified to us. On occasion, further investigation may be necessary, but we'll provide you with a full written response to your complaint within eight weeks of notification.

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

Fish Insurance,  
Customer Services Department  
Southgate House, Southgate Street,  
Gloucester, GL1 1UB

Email:

**complaints@fishinsurance.co.uk**

Telephone: **0333 331 3900**

### **If you've a complaint regarding your claim, please contact:**

Proximo  
Park House, Chantry Court,  
Sovereign Way, Chester, CH1 4QN  
Email:

**customerservice@proximo.co.uk**

Telephone: **0333 331 3960**

Please include your policy number and claim number if appropriate.

### **If your complaint is in relation to the Breakdown service provided, please contact:**

Jigsaw Insurance Services Plc  
4th Floor Clarendon House,  
Harrogate, North Yorkshire,  
HG1 1JD

Email:

**complaints@jigsawinsurance.com**

Telephone: **01423 535 795**

## How to make a complaint

### What to do if you're not happy with our response

Please note that access to the Financial Ombudsman Service is not available for complaints relating to non-insurance products, for example UK Recovery. If Your complaint is not eligible, We will not refer to the Financial Ombudsman Service in Our correspondence.

In the unlikely event that we haven't responded to your complaint within eight weeks or you're not happy with our final response you have the right to take your complaint onto the Financial Ombudsman Service but you must do so within six months of the date of our final response.

The Ombudsman is an impartial complaints service, which is free for customers to use and taking your complaint to the Ombudsman does not affect your right to take your dispute to the courts.

You can find out more information about how to complain to the Ombudsman online at:  
**[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

Alternatively, you can write to the Ombudsman at: Financial Ombudsman Service, Exchange Tower London E14 9SR  
By phone: **0800 023 4567**  
By email: **[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

Please note that if you don't refer your complaint within the six months, the Financial Ombudsman Service won't have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

### Financial Services Compensation Scheme

Please note that access to the Financial Services Compensation Scheme is not available for complaints relating to non-insurance products, for example UK Recovery. If Your complaint is not eligible, We will not refer to the Financial Services Compensation Scheme in Our correspondence.

We are covered by the Financial Services Compensation Scheme (FSCS). In the very unlikely event that Ageas was to go bust, your insurance policy would still remain valid in the event that you needed to make a claim. For more details about the scheme visit **[www.fscs.org.uk](http://www.fscs.org.uk)** or telephone **0800 678 1100** or **020 7741 4100**.

## How we look after your personal information

The details provided here are a summary of how Ageas collect, use, share, transfer and store your information. If you'd like to read our full Privacy Policy please visit our website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA, or by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

Fish have their own uses for your personal data. For full information please visit [www.fishinsurance.co.uk/privacy](http://www.fishinsurance.co.uk/privacy).

### Collecting your information

When you take out a policy with Ageas, we collect lots of information, such as your name, address, date of birth, credit history, criminal offences, financial details, claims information and IP address (which is a unique number identifying your computer). We may also ask you to share special categories of personal information such as details about your health.

We also collect information from a number of different places, for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters or suppliers appointed in the process of handling a claim.

### Using your information

The main reason we collect your personal information and/or special categories of personal information is to provide you with an appropriate insurance quotation, policy and price. We may also need it to manage your policy, deal with a claim or send documents to you.

When you apply for insurance, our decision to provide a quotation may involve an automated process. If you object to this being done, we won't be able to provide you with an insurance quotation.

We'll also use your information where we feel there is a valid reason for doing so, for example: preventing or detecting fraud and financial crime (which may include processes which profile you) and carrying out research and analysis.

If you've given us information about someone else, you must have their permission to do so.

### Sharing your information

We share your information with a number of different organisations. This may include, but is not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us, in partnership with us, or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we're trialling their products and services which we think may improve our service to you or our business processes.

Unless required to by law, we'd never share your personal information without the appropriate care and protection in place.

### Keeping your information

We'll only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. We also keep your information for a number of years after the expiry of your policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please refer to our full Privacy Policy for more information.

## How we look after your personal information (Continued)

### **Use and storage of your information overseas**

Your personal information may be transferred to, stored and processed outside of the United Kingdom (UK).

Where we do this we'll take all reasonable steps to ensure your personal information is adequately protected to the same level as if it had remained in the UK. Please note that we or our service providers may use cloud based computer systems to which foreign law enforcement agencies may have the power to access.

### **Your rights**

You have a number of rights in relation to the information we hold about you including: asking for access to and a copy of your personal information, objecting to the use of your personal information or to an automated decision including profiling, asking us to correct, delete, restrict or withdraw any previously provided permission for the use of your personal information, and complaining to the Information Commissioner's Office if you object to the way we use your personal information. A full list of your rights can be found in the full Privacy Policy.

There may be times when we won't be able to delete your personal information. This might be because we need to fulfil our legal and regulatory obligations or if there is a minimum period of time for which we have to keep your information. If we're unable to fulfil a request, we'll always let you know our reasons.

## PROXIMO LEGAL EXPENSES Important information about RAC Motor Legal Expenses Insurance

- 1) Your RAC Motor Legal Expenses Insurance is a contract of insurance between **you** and RAC Insurance Limited. The contract consists of:
  - a) This **policy** booklet;
  - b) **Your schedule**, which tells **you** which **vehicles** are covered, how long you are covered for, who is covered and the cost of the cover; and
  - c) Any notices **we** send **you**, for example, any letter **we** send **you** notifying **you** if there are any changes.
- 2) A premium is payable for the contract of insurance which will be made clear to you in advance of purchase.
- 3) RAC Motor Legal Expenses Insurance is arranged and administered by your broker.
- 4) RAC Motor Legal Expenses Insurance is intended to provide cover for the costs of;
  - a) Making a **claim** for **uninsured losses** against a person who is at fault for a **road traffic collision** (Section A);
  - b) Defending a prosecution for an alleged motoring offence (Section B);
  - c) Making a **claim** for breach of an agreement relating to the buying, selling, repair, servicing or lease of the **vehicle** (Section C);

It meets the demands and needs of those who wish to ensure such risks are met now and in the future.

  - d) RAC Motor Legal Expenses Insurance also provides for a telephone legal helpline to assist **you** with advice on any private legal matter (Section D).
- 5) There is no limit to the number of **claims you** can make in any **policy period**. The amount that is covered

for certain types of claims or for certain sections are set out in this booklet.

### Definitions

Any words in **bold** in this section have a specific meaning, which **we** explain below.

**“claim”** means an incident which we accept as falling within the terms of this RAC Motor Legal Expenses Insurance **policy** and which, in **our** reasonable opinion, is the first incident that could lead to a **claim** being made. For example, issues arising from a **road traffic collision** or incident leading to a motoring prosecution.

**“legal costs”** means:

- 1) The reasonable, **proportionate** and properly incurred fees, expenses, costs and disbursements incurred by **you** and agreed by **us** in pursuing or defending a **claim**; and/or
- 2) The reasonable costs of a third party for which you are ordered to pay by the court or are agreed by us and which are incurred in connection with **legal proceedings**;

**“legal proceedings”** means the pursuit or defence of civil legal cases for damages and/or injunctions or specific performance, or the defence of a motoring prosecution within a court of criminal jurisdiction within the **UK**;

**“legal representative”** means **us** or the solicitors or other qualified experts appointed by **us** to act for you provided that they agree:

- 1) To try to recover all **legal costs** from the other party;
- 2) Not to submit any **claim for legal costs** until the end of the case; and
- 3) To keep **us** informed, in writing, of the progress of **legal proceedings**.

**“limit of indemnity”** means the maximum amount payable per **claim** under the **policy** which is £100,000;

**“policy”** means this Motor Legal Expenses Insurance **policy** that is subject to the terms and conditions in this booklet, along with your **schedule**;

**“policy period”** means the length of time

this **policy** is in force, from the start date as shown on the **schedule**;

**“proportionate”** means the value of the **claim** must be greater than the costs of pursuing the **claim**;

**“RAC”/“we”/“us”/“our”**

- 1) For the provisions of cover under sections A-C means RAC Insurance Ltd;
- 2) For the provision of services under section D of this **policy** means RAC Motoring Services;
- 3) In each case any person employed or engaged to provide certain services on behalf of the RAC Group.

**“reasonable prospects of success”** means a 51% or greater chance that **you** will recover **your** losses or damages in pursuit of a **claim** (including enforcing a judgment), make a successful defence of a **claim** or obtain any other legal remedy that **we** have agreed to.

**“road traffic collision”** means a collision involving **your vehicle**, for which you were not at fault and another party was at fault;

**“schedule”** means the document outlining your level of cover;

**“standard terms of appointment”** means the terms and conditions which **we** will require the **legal representative** to accept in order for us to cover **your legal costs**. This contract sets out the amounts **we** will pay the **legal representative** under **your policy** and their responsibilities to report to **us** at various stages of the **claim**. A copy of these terms can be requested by contacting **us**;

**“UK”** means England, Scotland, Wales, Northern Ireland, and for the purpose of this **policy** includes Channel Islands and the Isle of Man;

**“uninsured losses”** means your losses directly arising out of a **road traffic collision** that are not covered by insurance;

**“vehicle”** means the **UK** registered **vehicle(s)** that appears on **your schedule** and includes attached trailers;

**“you”/“your”** means the person(s) or company named as the policyholder on the **schedule**, and for the purposes of making a **claim**, includes any person authorised by the policyholder to drive or to be a passenger in the **vehicle**.

## Your Motor Legal Expenses Insurance Cover

It is important that you let **us** know as soon as possible if **you** think **you** may need to **claim**. If **you** do not, this may prejudice **your claim** and may mean **we** are unable to cover **you**.

## Section A - Uninsured Loss Recovery What is covered

If **you** are involved in a **road traffic collision** within the **UK** during the **policy period** for which **you** are not at fault, and you have **uninsured losses**, for example **your** motor insurance excess or compensation for personal injury, that **you** need to recover we will;

- 1) Provide **you** or your passengers with help and advice. **You** must call the motor claims helpline on **03333 313 900** straight away, as we will not be able to cover **legal costs** that have not been agreed by us first;
- 2) Put you in touch with **our legal representative**, who will assess **your claim**; and
- 3) If **our legal representative**, in their reasonable opinion, agrees **your claim** (including an appeal or defence of an appeal) has **reasonable prospects of success**, we will cover **you** or **your** passengers for **legal costs**, up to the **limit of indemnity**.

If the **legal proceedings** are going to be decided by a court in England or Wales and the damages **you** are claiming are above

the small claims track limit of the county court, the **legal representative** must enter into a Conditional Fee Agreement which waives their own fees if you fail to recover the damages that **you** are claiming in the **legal proceedings**.

If **your claim** falls within the small claims track of the county court in England and Wales the most **we** will pay the **legal representative** is £400 plus VAT. **You** will be responsible for any costs in excess of this.

#### What is not covered

- 1) A personal injury **claim** for stress, psychological or emotional injury unless **you** have also suffered a physical injury.

#### Section B – Motor Prosecution Defence

##### What is covered

If **you** have received a summons, citation or requisition for prosecution to attend a court for an alleged motoring offence, involving **your vehicle** and occurring within the **UK** during the **policy period**, **we** will:

- 1) Provide **you** with help and advice in respect of the alleged motoring offences;
- 2) Put **you** in touch with **our legal representative**, who will assess **your** case; and
- 3) If in their reasonable opinion, **our legal representative** agrees **your claim** has **reasonable prospects of success**, appoint and pay up to the **limit of indemnity** for a suitable representative to either:
  - a) Defend the allegation; or
  - b) If **you** plead guilty to the offence, look to reduce the impact of the penalty, where it would otherwise result in **you** being disqualified or suspended from driving. This is known as a plea in mitigation.
  - c) Appeal against **your** conviction or sentence.

#### What is not covered

- 1) **We** cannot provide help if **your** summons relates to violence, alcohol or drugs related offences or if you had no valid licence or no licence at all;
- 2) Claims relating to parking offences where penalty points are not applicable to the offence.
- 3) **We** will not pay fines, costs or other penalties a court of criminal jurisdiction orders **you** to pay;
- 4) Mitigation of a guilty plea if, in our reasonable opinion, it would not make a material difference to the outcome of your sentence.

#### Section C – Motor Vehicle Consumer Disputes

##### What is covered

If **you** enter into an agreement during the **policy period** and within the UK relating to a contract for the sale, purchase, servicing, repair, testing, hire or hire purchase of the **vehicle** and wish to **claim** compensation for a breach of that agreement or defend any **claim** relating to that agreement, **we** will:

- 1) Provide you with help and advice (under the Telephone Legal Helpline, Section D). **You** must call **our** helpline straight away, as **we** will not be able to cover **legal costs** that have not been agreed by **us** first;
- 2) Put **you** in touch with **our legal representative**, who will assess **your** case; and
- 3) If **our legal representative**, in their reasonable opinion, agrees **your claim** has **reasonable prospects of success**, **we** will cover you for **legal costs**, up to the **limit of indemnity**.

#### Section D – Telephone Legal Helpline

##### What is covered

**We** will provide a telephone legal helpline service, open 24 hours a day, 365 days a year. Just call us on 0333 070 3529.

**We** will give you initial advice on any private legal matter within the **UK**. Where possible,

**we** will tell **you** what **your** legal rights are, which options are available to **you** and how best to implement them. **We** will let **you** know if **you** need a lawyer.

### What is not covered

- 1) Advice where, in **our** reasonable opinion, **we** have already given **you** the options available,
- 2) Advice relating to immigration or judicial review; and
- 3) Advice against **us**.

### General Conditions

The following conditions apply to all sections of this **policy**. If **you** do not comply **we** can refuse cover and/or cancel **your** policy.

- 1) **You** must pay **your** premium;
- 2) **You** must request services directly from **us**, as **we** will only provide cover if we make arrangements to help **you**;
- 3) If **you** do not accept an offer which the **legal representative** considers reasonable, **we** may refuse to pay any further **legal costs**.
- 4) **We** will not cover **legal costs**:
  - a) that have not been agreed by **us** or were incurred prior to **us** accepting the **claim**;
  - b) for claims arising from:
    - i) faults in **your vehicle** or faulty, incomplete or incorrect service, maintenance or repair of **your vehicle**; or
    - ii) a **road traffic collision** occurring during a race, rally or competition;
- 5) **We** may withdraw cover if at any point **your claim** has less than a 51% chance of succeeding;
- 6) **You** must always keep any losses **you** incur to a minimum. Ensure **you** take steps to prevent any loss in the first place and don't do anything that could unnecessarily increase **your**

losses or prejudice **your claim**. If **you** do not, **we** may not cover **you** and it may affect **your** ability to **claim**. Please speak to **us** if in doubt;

- 7) **You** must notify us of all offers to settle **your claim**. **We** may withdraw cover if **we** have not provided written authorisation to accept or reject an offer to settle **your claim**.
- 8) If **you** do not accept an offer to settle **your claim** which the **legal representative** considers reasonable, **we** may refuse to pay any further **legal costs**.
- 9) **You** must ensure **you** take steps to prevent any loss in the first place and don't do anything that could unnecessarily increase **your** losses or prejudice **your claim**. If **you** do not, **we** may not cover **you** and it may affect **your** ability to **claim**. Please speak to us if in doubt;
- 10) **We** will need to be able to speak directly to any **legal representative** appointed, or agreed by **us**, even if this is one **you** have chosen;
- 11) Whilst **we** must appoint the **legal representative**, **you** may choose **your** own if it becomes necessary to start court proceedings, or if there is a conflict of interest. If **you** wish to do this, please tell **us** their name and address so **we** can consider **your** request.
- 12) Whilst **we** must appoint the **legal representative**, **you** may choose **your** own if it becomes necessary to start court proceedings, or if there is a conflict of interest. If **you** wish to do this, please tell **us** their name and address so **we** can consider **your** request. **Your** suggested **legal representative** must agree to **our** standard terms of appointment. A copy of which is available upon request. **You** will be responsible for any **legal costs** which are in excess of the hourly rate that **we** would normally



pay to **our** preferred **legal representative**. This amount is currently £125 per hour (unless the claim falls within the provision under Section A relating to claims in the small claims track of the county court). This amount may vary from time to time.

- 13) If for any reason **we** cannot agree to **your** suggested **legal representative**, **we** will ask the Law Society of England and Wales (or similar body) to name one
- 14) If **you** have a dispute with **us** or complaint about the service provided by **us** or a **legal representative we** appoint, please let **us** know using **our** complaints procedure. Please note however, this policy will not cover any advice or **your legal costs** in connection with this or any **claim** against **us**;
- 15) **We** may decide not to issue **legal proceedings**, but instead pay **you** directly for **your claim**, for example, where the **legal costs** of **your claim** are greater than the value of **your claim**;
- 16) If **you** have legal expenses cover with a provider other than **RAC** or if **you** are a member of a trade union and the cover or membership benefits provide cover for **your claim**, **we** will not provide cover.
- 17) During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.

Misuse of **your policy** **You** must not:

- 1) Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
- 2) Persuade or attempt to persuade **us** into a dishonest or illegal act;
- 3) Omit to tell **us** important facts about a **claim** in order to obtain a service;
- 4) Provide false information in order to obtain a service;
- 5) Knowingly allow someone that is not covered by **your policy** to try and obtain a service under it;

If these conditions are not complied with, **we** may:

- 1) Restrict the cover available to **you** at the next renewal;
- 2) Refuse to provide any services to **you** under this **policy** with immediate effect;

**We** may also take any of the additional steps as set out above if any **claim** is found to be fraudulent in any way, and the **policy** will be cancelled with effect from the date of the fraudulent act, and the fraudulent **claim** forfeited. **We** will not refund any premium. **We** will notify **you** in writing if **we** decide to take any of the above steps.

## Complaints

**We** are committed to providing excellent service. However, **we** realise that there are occasions when **you** feel **you** did not receive the service **you** expected.

If **you** are unhappy with how **your policy** is arranged and administered, for example, the way it was sold to **you**, please contact **your** broker on the number shown on **your** main policy documents.

If **you** are unhappy with **our** services please contact **us** as follows:

Telephone: 0330 159 0610

In Writing:

Legal Customer Care

**RAC** Motoring Services

Great Park Road Bradley Stoke Bristol

BS32 4QN

legalcustomercare@**RAC**.co.uk

### Financial Ombudsman Service

In the event that **we** cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, **you** may in certain circumstances be entitled to refer **your** complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

0800 023 4567 / 0300 123 9123

complaint.info@financial-

ombudsman.org.uk

www.financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with **us**.

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

### Financial Services Compensation Scheme

**RAC** Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, **you** may be entitled to compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk)

### Your Data

When providing **you** with services under **your** Motor Legal Expenses Insurance cover, **RAC** Motoring Services and **RAC** Insurance Limited are the data controllers of **your** personal data. They mainly collect data directly from **you** and use **your** personal data in order to provide their services, including the establishment, exercise or defence of a **claim**. The data they use may include information about **your** health, ethnicity or racial origin, sexual orientation, or religion (depending on the nature of the service **you** require).

**RAC** Motoring Services and **RAC** Insurance Limited may share **your** personal data with its service providers and may monitor and record any communications with **you** for quality and compliance reasons. For further information regarding how they will process **your** personal data and your rights under the Data Protection law, please visit [RAC.co.uk/privacy-policy](http://RAC.co.uk/privacy-policy) or contact the Data Protection Officer by emailing [dpo@RAC.co.uk](mailto:dpo@RAC.co.uk) or by writing to Data Protection Officer, **RAC**, Great Park Road, Bradley Stoke, Bristol, BS32 4QN.

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## Welcome

**Your UK Breakdown Recovery from Fish Insurance (Fish Rescue) is provided by Jigsaw Insurance Services Plc. We provide a 24-hour, 365 day a year service through our network of recovery operators throughout the UK.**

**Please note:** This service is not regulated by the Financial Conduct Authority.

In the event of a breakdown and **you** require assistance whilst **you** are within the **UK**, please call **us** on:

**0333 331 3868**

This membership provides cover in the **UK**. If **you** wish to purchase European breakdown cover please contact **us** on **0333 331 3770**.

If **you** have broken down on a motorway and have no means of contacting **us** or are unaware of **your** location, **you** can use the nearest SOS box and advise the highway officer of **our** telephone number, who can contact **us** to arrange assistance. If a highways officer is present at the scene please advise them that **you** have contacted **us** or provide them with **our** telephone number to call **us** on **your** behalf.

### What do you need?

Before **we** can arrange assistance, **we** will need to validate **your** cover. In order for **us** to do this quickly and efficiently please have the following information ready.

- Policy details, including policy number and a return telephone number.
- The location of **you** and **your vehicle** and the nature of the fault.
- Registration and make and model of the **vehicle**.

### Membership Type

**Your** Fish Rescue breakdown cover **membership** is **vehicle** based and covers the **vehicle** insured under the Fish car insurance cover.

All **memberships** provide cover in the **UK**.

### Membership Period

**Your** Fish Rescue breakdown **membership** is valid for 12 months, unless otherwise specified on **your schedule of cover**.

### Call Out Limits

**Your** Fish Rescue breakdown **membership** covers **you** for an unlimited number of call outs.

## Levels of Cover Roadside Assistance with Local Recovery

### What is covered

Following an **incident** occurring within the **UK we** will:

- Pay the call out fees and charges for one hours roadside labour for a **recovery operator** to attend to the scene of the **incident** to either:
- Complete a temporary repair to the **vehicle** within an hour
- Or, if roadside assistance is not available or in the **recovery operator's** opinion, a temporary repair is not possible, **we** will arrange and pay the costs of transportation of 8 passengers, including the **driver**, to be recovered to a single destination within 19 miles of the **incident**.
- If **you** require, **we** will relay telephone messages to others and advise them of **your** predicament.

**Please note:** recovery cannot be used as a way of avoiding repair costs. If **you** decline the service being offered **we** will be unable to offer further assistance once **our recovery operator** has left the scene of the **incident**. **You** are responsible for instructing the garage to carry out any repairs. If there is no suitable repairer within 19 miles of the **incident** an additional mileage charge may be applied.

### What is not covered

- **Vehicles** that are not taxed or do not hold a valid MOT certificate.
- Any request for service where remedial action has not been taken following a previous breakdown or temporary repair being made, unless in transit immediately following a temporary repair to a repairing garage.

- Where service cannot be completed because the **vehicle** does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels.
- Any indirect costs such as lock replacement, new keys and any replacement or repair of tyres.
- Repair and labour costs other than an hour's roadside labour at the scene.
- The cost of any parts, components or materials used to repair the **vehicle**.
- All items listed under the 'General Cover Exclusions'.

## National Recovery

### What is covered

Includes all the benefits offered under 'Roadside Assistance with Local Recovery' plus if the repairs cannot be completed by a **local garage** within the same working day, **we** will either:

- Recover **you, your vehicle** and **your** passengers to **your home** or if **you** would prefer and it is closer, **your** preferred destination within the territorial limits (**UK**) or
- Contribute towards alternative travel for **you** and **your** passengers to **your home** or if **you** would prefer and it is closer, **your** preferred destination within the territorial limits (**UK**) (see General Cover Inclusions for full details);
- Or contribute towards emergency overnight accommodation for **you** and **your** passengers (see General Cover Inclusions for full details).

### What is not covered

- **Vehicles** that are not taxed or do not hold a valid MOT certificate.
- Any request for service where remedial action has not been taken following

a previous breakdown or temporary repair being made, unless in transit immediately following a temporary repair to a repairing garage.

- Where service cannot be completed because the **vehicle** does not carry a serviceable spare wheel (not applicable to motorcycles or **vehicles** which are manufactured without a spare wheel), aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels.
- The recovery of the **vehicle** and passengers if repairs can be carried out at or near the scene of the **incident** within the same working day.
- More than 19 miles recovery, if recovery is due to any of the following reasons: - loss of or breakage of keys, keys locked within **your** covered **vehicle**, the use of incorrect fuel, running out of fuel or charge, flat tyre or puncture.

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.

### At Home Assistance

#### What is covered

If the **incident** is reported when the **vehicle** is at the registered **home** address or within a quarter mile radius of the registered **home** address. If **we** are unable to repair **your vehicle we** will recover it to a **local garage**.

### General Cover Inclusions

#### Alternative Travel

##### What is covered

If **we** agree it is necessary to provide alternative travel **we** will:

- Pay up to £250 towards the cost of alternative transport or car hire for up to 8 passengers, including the **driver**, to continue **your** journey.

**Please note:** This service is offered for National Recovery in the **UK**. Car hire is subject to availability and the suppliers Terms and Conditions. It may be provided on a pay and claim basis.

##### What is not covered

- The cost of alternative transport other than to **your home** or original destination and a return trip to collect **your** repaired **vehicle**.
- Alternative travel if repairs can be carried out at or near the scene of the **incident**.
- The cost of fuel or oil used in any replacement car and or any additional insurance offered by the supplier of a hire car.
- Hire cars fitted with but not limited to: roof racks and tow bars.

**Please note:** The car hire agreement will be between **you** and the relevant supplier and will be subject to that supplier's Terms and Conditions. These will include but not limited to:

- Production of a full driving licence valid at the time of issue of the hire car.
- Production of a credit or debit card with sufficient funds for the supplier to take a deposit.
- Meeting the suppliers required age limitations.
- The excess payable under any insurance for the hire car.

## Emergency Overnight Accommodation

### What is covered

If **we** agree it is necessary to provide alternative accommodation **we** will:

- Pay up to £150 per passenger (including the **driver**).
- Pay up to a maximum of £500 per **incident**.

**Please note:** this service is offered on a pay and then claim basis for National Recovery in the **UK**. **We** will only reimburse claims when **we** receive a valid receipt (which must be produced within 30 days of claim) and where **we** have agreed it was necessary to offer this service. The maximum payment per **incident** will be £500.

### What is not covered

- Overnight accommodation if repairs can be carried out at or near the scene of the **incident**.
- The cost of food, drinks, telephone calls or other incidentals.

## Caravans and Trailers

If **your vehicle** breaks down and **your** caravan or trailer is attached, providing the caravan or trailer is fitted with a standard towing hitch and does not exceed 7 metres in length, **your** caravan or trailer will be recovered to the same destination as **your vehicle** at no extra cost to **you**.

### What is not covered

- Breakdowns or accidents to the caravan or trailer itself.

## Misfuelling

- If the incorrect fuel has been added to **your vehicle**, **we** will arrange for the draining and disposal of the fuel, plus provide up to 10 litres of the correct fuel. If this does not resolve the **incident**, **we** will recover **your vehicle** up to 19 miles.

## General Cover Terms

### Applying to all sections

1. **We** will provide cover if:
  - a. **You** have met all the Terms and Conditions
  - b. The information provided to **us**, as far as **you** are aware, is correct.
2. Where safe to do so, the **driver** of the **vehicle** must remain with or near the **vehicle** until help arrives.
3. It is **your** responsibility to take the **vehicle** to a garage or dealer immediately after any temporary repair, in order to have the fault permanently repaired.
4. Any repairs completed at the roadside, including boost starts, are classed as temporary repairs.
5. In the case of punctures or damage to wheels, if **we** are unable to repair or replace the tyre and/or wheel at the roadside **you** will be recovered within 19 miles only.
6. If **we** are able to carry out a temporary repair at the roadside, **you** must accept the assistance being provided and immediately pay the **recovery operator** for any parts supplied and fitted by credit or debit card.
7. Except for guide dogs, **we** will only allow animals in **our** vehicles at the **recovery operator's** discretion.

8. Any animals can remain in **your vehicle** at **your** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not be responsible for any costs relating to animals.
9. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
10. In the event **you** use the service and the fault is subsequently found not to be covered, **we** reserve the right to reclaim any monies from **you** in order to pay for the service not covered.
11. The repair must be carried out if the **vehicle** is recovered to a garage and the garage can repair the **vehicle** within the terms stated. **You** must have adequate funds to pay for the repair immediately. If **you** do not have funds available, any further service related to the claim will be denied.
12. **You** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If **you** do not have funds available, any further service related to the claim will be denied.
13. **We** reserve the right to recover **your** immobilised **vehicle** in accordance with and subject to any legislation regarding drivers' working hours.
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**.
15. If **you** are covered by any other contract or **membership** for any costs incurred by **us**, **you** will be required to reimburse **us** within 14 days of **our** request to **you** for any costs **we** have paid out.
16. 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.
17. **You** will be required to reimburse **us** within 14 days of **our** request to **you** any costs **we** have paid out on **your** behalf which are not covered under the terms of **your membership**.
18. If the cost of recovery to **your home** or onward destination exceeds the **market value** of the **vehicle**, **we** reserve the right to pay the **market value** of the **vehicle** and pay for alternative transport **home**, rather than providing further assistance.

## General Cover Exclusions

**Applying to all sections unless otherwise stated this membership does not cover:**

1. If the **vehicle** is deemed to be illegal, untaxed, has no valid MOT, not covered, un-roadworthy or dangerous to transport.
2. Any liability for the diagnosis of a fault, or cause of a breakdown by **our recovery operators**.
3. Any costs or expenses not authorised by **us**, including storage charges within the **UK**.
4. Any winching costs or the use of specialist recovery equipment including; winches, cranes, dollies and skates.
5. Any request for service if the **vehicle** cannot be reached or is immobilised due to snow, mud, sand or water or where the **vehicle** is not accessible or cannot be transported safely and legally using a standard transporter.

6. Any damage to **your vehicle** or its contents whilst being recovered, stored or repaired and any liability or consequential loss arising from any act performed in the execution of the assistance services provided.
7. Any request for service when the keys for the **vehicle** have been stolen or are believed to have been stolen.
8. Claims not notified and authorised prior to expenses being incurred.
9. The charges of any other company, including police recovery, except those authorised by **us**.
10. During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to you as soon as **we** can in these circumstances.
11. Fines and penalties imposed by courts.
12. Any charges where **you**, having contacted **us**, arrange recovery or repairs by other means unless **we** have agreed to reimburse **you**.
13. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**.
14. Faults with the covered **vehicle** that do not prevent the **vehicle** from being safely and legally driven.
15. **Incidents** caused by failure to maintain the **vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.
16. Any request for service where the **vehicle** is overloaded or carrying more passengers than it is designed to carry.
17. Any request for service if the **vehicle** is being used for motor racing, rallies, public hire, private hire, courier services (unless an additional premium has been agreed and paid which means the vehicle is covered for courier services) or any contest or speed trial.
18. **Vehicles** that are not secure or have faults with windscreen wipers, windscreen washer jets, electric windows, sun roofs, convertible roofs or locks not working, unless the fault occurs during the course of a journey and **your** safety is compromised.
19. **Vehicles** with modifications which impede **our** ability to assist,
20. Any false or fraudulent claims (**we** retain the right to prosecute and or report any fraudulent activity to the police).
21. Failure to comply with requests by **us** or **our recovery operators** concerning the assistance being provided.
22. Recovery of the **vehicle** to **your home** once it has been repaired.
23. Any claims relating to windscreen, rear or side window damage including cracks, chips or breakages.
24. Any fault caused by frozen liquids in pipes or tubes or frozen locks caused by very low temperatures.
25. Toll and sea transit charges for the covered **vehicle** within the **UK**.
26. Any cost that would have been incurred if no claim had arisen.
27. 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, rebellion, revolution, military or usurped power.



## Our Rights to Refuse Cover

**We reserve the right to refuse to provide service:**

1. Where remedial action has not been taken following a previous breakdown or temporary repair being made, unless in transit immediately following a temporary repair to a repairing garage.
2. If **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **us** or **our recovery operators**.
3. If, in **our** opinion, the **vehicle** is found to be un-roadworthy due to lack of maintenance, unless servicing records can be provided.
4. Where the **vehicle** is fitted with Run Flat Tyres and **you** do not drive immediately to the nearest garage able to complete repairs.

## Making a Complaint

If at any time **you** have any query or complaint regarding the way the policy was sold, **you** should refer to Fish Insurance.

**We** aim to give a high level of service at all times. However if **you** have a complaint about the service **you** have received please contact Jigsaw Insurance Services Plc:  
Phone: 01423 535 795  
Email:  
**complaints@jigsawinsurance.com**

Post: Jigsaw Insurance Services Plc  
4th Floor Clarendon House  
Harrogate, North Yorkshire  
HG1 1JD

If **your** complaint relates to the service provided or to a claim, Jigsaw Insurance Services Plc will deal with **your** complaint.

**We** will contact **you** within three days of receiving **your** complaint to confirm what action **we** are taking. **We** will try to resolve the problem and give **you** an answer within four weeks. If it takes **us** longer than four weeks **we** will tell **you** when **you** can expect an answer.

## Privacy and Data Protection Notice

### DATA PROTECTION

**We** are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation (“Legislation”). For the purposes of the Legislation, the Data Controllers are Jigsaw Insurance Services Plc. Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit **our** website at **www.jigsawinsurance.com**

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

**We** may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safe-guard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

## Disclosure of your personal data

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

## Your rights

**You** have the right to ask **us** to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

## Retention

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

If **you** have any questions concerning **our** use of **your** personal data, please contact the Data Protection Officer, please visit our website for full address details: [www.jigsawinsurance.com](http://www.jigsawinsurance.com)

## TELEPHONE RECORDING

For **our** joint protection telephone calls may be recorded and monitored by **us** and **our** service providers.

## Fraud Prevention and Detection

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

- Share information about **you** with other organisations and public bodies including the police;
- Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;

- Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

## Service Provider

This service is provided by Jigsaw Insurance Services Plc and its subsidiary companies NCI Consultants Ltd and Vehicle Rescue Network Ltd. Jigsaw Insurance Services Plc is authorised and regulated by the Financial Conduct Authority (FCA) No. 307654

## Definitions

Some common terms are used throughout this booklet. Wherever the following words and phrases appear in this booklet they will always have these meanings and will be in **bold**.

### ‘United Kingdom (UK)’

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

### ‘Home’

The **UK** address that **we** have registered as the **home** address of the **member** at the time of the relevant **incident**.

### ‘Incident’

Mechanical or electrical failure, running out of fuel or charge, flat battery, accidental damage to tyres, lost or broken keys or keys locked within the covered **vehicle** that, if in **our** opinion, prevents **you** from safely or legally driving **your vehicle**.

Within the **UK** only: misfuelling, accident damage, vandalism, fire, theft or attempted theft with recovery up to a maximum of 19 miles of the **incident**.

### ‘Local Garage’

A garage or dealership within 19 miles of the place of the **incident**.

### ‘Market Value’

The amount that the market would pay for the **vehicle**. The **market value** of the **vehicle** includes factors such as age, make, model, miles travelled and general condition of the **vehicle**. **We** may use recognised industry publications, such as Glasses Guide, Parkers, and Auto Trader to assist **us** in calculating the amount.

### ‘Membership or Member’

The service is provided by Jigsaw Insurance Services Plc.

### ‘Membership Period’

Cover commences on the **membership** inception date specified in **your schedule of cover**.

### ‘Recovery Operator’

**Our** independent agent that **we** contract to assist **you** at the scene of **your incident** and to recover **your vehicle** if appropriate.

### ‘Jigsaw Insurance or We or Us or Our’

Operating on behalf of Fish Rescue, this **membership** is provided by Jigsaw Insurance Services Plc.

### ‘Schedule of Cover’

Details of the specified **vehicle(s)**, **member(s)**, **membership period**, level and type of cover.

### ‘Vehicle’

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

### ‘You or Your or Driver or Member’

The **member** or any person who is travelling with, and who requests assistance for the **vehicle** that is registered under the **member**.

## Thank you for choosing Excess Protection Insurance.

**This policy wording contains important information and we have made it as easy as possible to understand. Please take time to read through it and contact us if you need any further information.**

Fish Insurance is authorised and regulated by the Financial Conduct Authority under Firm Reference 310172. Fish Insurance is registered in England and Wales. Company Registration Number 4214119. Registered Office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

### Insurer

This insurance is underwritten by Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Bspoke Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **Our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the

Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

### What makes up this policy?

This policy and the **Policy Schedule** must be read together as they form **Your** insurance contract.

### Monetary limits

**We** can insure **You** up to the amount of the sum insured as specified in "Coverage Limits Available".

### Important Information

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in **Your Policy Schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **Period of Insurance**.

**Your** policy is valid for the **Period of Insurance** as shown on **Your Policy Schedule**.

Please refer to the policy documents provided to **You** when the policy was purchased or amended, for details of the type and level of cover **Your** policy provides.

## Information you have provided

**You** must take reasonable care to provide accurate and complete answers to all the questions **You** are asked when **You** take out, make changes to, or renew this policy.

**You** must notify Fish Insurance as soon as possible if any of the information in **Your** policy documents is incorrect or if **You** wish to make a change to **Your** policy.

If **You** do not provide accurate and complete answers to the questions **You** are asked, or **You** fail to notify Fish Insurance of any incorrect information or changes **You** wish to make, **Your** policy may not operate in the event of a claim, **We** may charge **You** an additional premium, **We** may not pay any claim in full or **Your** policy could be invalid.

## Changes that may affect your cover

**You** must tell **Us** as soon as possible about any changes to the information **You** provided when **You** purchased or renewed this policy, for example:

- **You** change **Your** car
- **You** change address

This is not an exhaustive list and any changes **You** tell us about may affect **Your** cover or result in a change to **Your** premium. If **You** are unsure whether a change may affect **Your** cover, please contact Fish Insurance.

## Cancellation

**You** have the right to cancel this policy within 14 days of the date **You** purchased the policy or when **You** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **We** will provide a pro rata refund of any premium paid, unless **You** have made a claim or there has been an incident likely to result in a claim.

If **You** wish to cancel the policy after 14 days, no refund of premium will be available.

## Cancellation by us

**We** may at any time cancel this insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in **Your** circumstances means that **We** can no longer provide cover
- f) where **We** identify **Your** involvement in, or association with, insurance fraud or financial crime
- g) where **You** have misrepresented or provided false information to the questions asked **You** when purchased, renewed or amended **Your** policy

If **We** cancel **Your** policy, **We** will provide a refund of **Your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud.

## Renewal of your policy

**We** reserve the right not to invite the renewal of **Your** policy. In this event **we** will notify **You** in writing to let **You** know.

## How to make a claim

If **You** need to make a claim, please let **Us** know as soon as possible by contacting **Us** in one of the following ways:

Fish Insurance  
Southgate House  
Southgate Street  
Gloucester  
GL1 1UB  
Tel: 0333 331 3840  
Email: [claims@fishinsurance.co.uk](mailto:claims@fishinsurance.co.uk)

In all correspondence, please state the reference number 06339E, along with the unique policy number from **Your** schedule. This will help **Us** to confirm **Your** policy details and deal with **Your** claim as quickly as possible.

If an incident occurs, **You** should take any immediate action **You** think is necessary to protect **Yourself** and/or **Your** belongings from further damage.

### **Jurisdiction and law**

This Insurance policy is governed by English law.

### **What to do if you have a complaint**

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

Fish Insurance  
Customer Services Department  
Southgate House, Southgate Street,  
Gloucester, GL1 1UB  
Tel: 0333 331 3900  
E-mail:  
**complaints@fishinsurance.co.uk**

In all correspondence, please state that **Your** insurance is underwritten by UK General Insurance and quote **Your** unique policy number from **Your Policy Schedule**.

Following **Our** complaints procedure does not affect **Your** legal rights as a consumer. For further information **You** can contact the Citizens Advice Bureau or Trading Standards.

### **Financial Ombudsman**

Please note: Access to the Financial Ombudsman Service is not available for complaints relating to non-insurance products, for example UK Recovery. If Your complaint is not eligible, We will not refer to the Financial Ombudsman Service in Our correspondence.

If **We** have not completed **Our** investigations into **Your** complaint within 8 weeks of receiving **Your** complaint or if **You** are not happy with **Our** Final Response, **You** may ask the Financial Ombudsman Service (FOS) to look at **Your** complaint. If **You** decide to contact them, **You** should do so within 6 months of receiving our Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to:

### **www.financialombudsman.org.uk.**

The Financial Ombudsman Service,  
Exchange Tower, London E14 9SR  
Tel: 0800 023 4567

Get in touch online: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

### **Online Dispute Resolution Portal**

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the Online Dispute Resolution Portal at:  
**<http://ec.europa.eu/consumers/odr/>**.

This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

### **Financial Services Compensation Scheme**

If Watford Insurance Company Europe Limited. cannot meet their obligations, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit **[www.fscs.org.uk](http://www.fscs.org.uk)**.

## Who is eligible to purchase this policy?

Any person permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland and the Isle of Man) and who is the holder of a current and valid UK driving licence or holds a full internationally recognised licence.

## Cover Provided

Cover is provided for the **Excess** that **You** would have been responsible for following the successful settlement of any physical damage claim for **Your** vehicle by **Your Motor Vehicle** Insurer in respect of claims arising as a result of accidental damage, fire, theft, or vandalism.

The maximum amount payable under this policy, with the level of coverage (which is subject to the appropriate premium having been paid), is the amount **You** would have to pay, which is the first amount of any claim, shown in the schedule under own damage of **Your Motor Insurance Policy**.

Only when the **Excess** of the current and valid **Motor Insurance Policy** is exceeded will this **Excess** Protection policy respond to its full value.

## Coverage limits available

£250 in total in any one policy period.

## Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy where it appears with a capital letter and in bold.

- **Commercial Travel** means commercial use by sales representatives.
- **Driving Instructor** means Approved Driving Instructor (ADI) with the Driving Standards Agency.

- **Excess** means the amount **You** must pay under the terms of **Your Motor Insurance Policy**.
- **Motor Insurance Policy** – means the insurance policy issued by an authorised UK **Motor Insurer** to **You** in respect of **Your Motor vehicle**.
- **Motor Insurer** – means an authorised UK Motor Insurer.
- **Motor vehicle** a vehicle (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry not more than eight passengers and does not exceed 3.5 tonnes, of which **You** are the owner or which **You** are authorised to drive.
- **Named Driver(s)** – means drivers in addition to **You** who are permitted to drive under the terms of **Your Motor Insurance Policy**.
- **Period of Insurance** - means the period for which **We** have accepted the premium as stated in **Your** policy document.
- **Policy Schedule** - this forms part of this policy document and contains the name of the policyholder.
- **Waived or Reimbursed** means where a third party has already made good which is the first amount of any claim, shown in the schedule under own damage of **Your Motor Insurance Policy**.
- **We/Us/Our** means Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited
- **You, Your, Insured:** the person shown on the **Schedule** as the policyholder.

## General conditions applicable

**You** must comply with the following conditions to have the full protection of **Your** policy.

Cover is provided under the following “Use Types”;  
A – Social Domestic & Pleasure

B – Personal Business Use By policyholder

C – Personal Use by a **Named Driver(s)**.

D – Personal Business Use by policyholder & **Named Driver(s)**

E - Business use by policyholder / **Named Driver** (excluding **Commercial Travel**)

Approved **Driving Instructors'** are included.

The **Excess** Protection policy will continue to respond for the period of the insurance or until **Your** chosen level of indemnity on this **Excess** Protection policy is exhausted; whichever comes first. **You** will then be liable for all and any future **Excess** payments as defined in **Your** main **Motor Insurance Policy** for the remainder of this **Period of Insurance**.

The insurance policies that **You** have must be current and valid insurance that is provided by an FCA regulated and compliant UK insurer.

The policyholder as stated on the **Policy Schedule** must match the lead name of the individual on the main policy that has responded and to which this policy will respond to the amount of the **Excess**.

Only when the **Excess** of the current and valid main insurance policy is exceeded and following the successful claim payment will this policy respond to its full value.

### What is not covered (Exclusions)

1. Any claim that **Your** main **Motor Insurance Policy** does not respond to or the **Excess** is not exceeded.
2. Any claim on the main insurance policy which occurred prior to the attachment date of this Insurance as shown on **Your Policy Schedule**.
3. Any claim where the main Insurance policy issued by an authorised UK **Motor Insurer** is on the basis of or includes **Commercial Travel**.
4. Any claim notified to **Us** more than 31 days following the settlement of **Your** claim by **Your** main policy insurer.
5. Any contribution or deduction from the settlement of **Your** claim against **Your** main insurance policy other than the stated **Excess**, for which **You** have been made liable.
6. Where a third party has **Waived or Reimbursed You** and made good which is the first amount of any claim, shown in the schedule under own damage of **Your Motor Insurance Policy**.
7. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
8. Any claim that is refused by Your main policy Insurers to whom You are claiming.
9. Any claim in respect of damage to **Your** own property caused by **You** where the value of the damage to **Your** property is within the original **Excess** on **Your** motor policy.
10. Radiation
  - i. Irradiation or contamination by nuclear material; or
  - ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - iii. Any device or weapon which employs atomic or nuclear fission or fusion for other comparable reaction or radioactive force or matter.
11. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
12. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be



- declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
13. Any consequence, howsoever caused, including but not limited to Computer Virus of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
    - For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
    - For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
  14. Notwithstanding any other provision herein, this insurance does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
    - (a) Infectious or contagious disease;
    - (b) any fear or threat of (a) above;
    - (c) any action taken to minimise or prevent the impact of (a) above.Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.
  15. Any loss or damage which occurred prior to the commencement of this insurance.
  16. You being under the influence of drugs, solvents or alcohol, or the injection or ingestion of any substance except those prescribed by a registered medical doctor.
  17. Suicide, attempted suicide or deliberate injury to **You** or putting **Yourself** in unnecessary danger (unless trying to save human life).
  18. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
  19. Riot, civil commotion or strikes.
- Conditions Applicable**
- Right of Recovery** - If a third party is believed to be responsible for any claim, **We** may take over, defend or settle the claim, or take up any claim in **Your** name for **Our** own benefit. This is known as exercising **Our** right of subrogation. **You** must give **Us** all the help and information **We** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **Our** rights under this clause without **Our** prior written permission. **We** will pay any costs or expenses involved in exercising our right of subrogation.
- Motor Insurance** - **You** must maintain at all times during the period of this policy a **Motor Insurance Policy** issued by a UK registered and authorised **Motor Insurer** to **You** in respect of **Your** Motor.

**Other Insurance** - If there is any other insurance policy covering the same loss, damage or liability **We** will not pay more than **Our** rateable share.

**Duty of Care** - **You** must take care to prevent any accidental damage, malicious damage or theft and keep **Your** vehicle in accordance with the security requirements and maintain them in a good state of repair and condition. **You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

**Keeping to the terms of this policy** - **We** will only give **You** the cover that is described in this policy if any person claiming cover has met with all its terms and the terms of the **Excess Protection Insurance Policy**, as far as they apply.

#### **Fraudulent Claims**

If **You** or anyone acting for **You** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sending **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **You** caused deliberately or
- Acting dishonestly or exaggerating a claim

#### **We;**

- (a) are not liable to pay the claim: and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat the contract as having been

terminated with effect from the time of the fraudulent act.

If **We** exercise our right under (c) above, **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

**We** will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.

#### **Insurer Privacy Statement**

##### **WATFORD INSURANCE COMPANY**

##### **EUROPE LIMITED INFORMATION NOTICE**

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

##### **BSPOKE UNDERWRITING LIMITED**

**We** are Bspoke Limited, **Our** data controller registration number, issued by the Information Commissioner's Office, is **Z7739575**.

This information is relevant to anyone who uses **Our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

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

#### **Why do we process Your data?**

The provision of **Your** personal data is necessary for **Us** to administer **Your**

insurance policy and meet **Our** contractual requirements under the policy. **You** do not have to provide **Us** with **Your** personal data, but **We** may not be able to proceed appropriately or handle any claims if **You** decide not to do so.

### **What information do we collect about You?**

Where **You** have purchased an insurance policy through one of **Our** agents, **You** will be aware of the information that **You** gave to them when taking out the insurance. The agent will pass **Your** information to **Us** so that **We** can administer **Your** insurance policy and fulfil **Our** contract of insurance.

For specific types of insurance policies, for example when offering **You** a travel insurance policy, **We** may process some special categories of **Your** personal data, such as information about **Your** health.

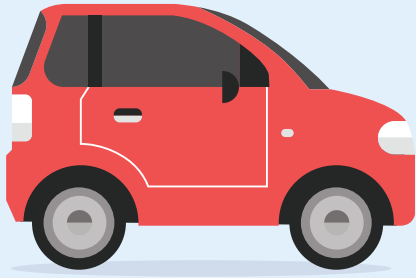
**We** collect this data as **We** are required to use this information as part of **Your** insurance quotation or insurance policy with **Us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

**We** also process special categories of **Your** personal data as it is in the substantial public interest and it is necessary: i) for administering **Your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

### **Privacy Notice**

**You** can get more information about this by viewing **our** full Privacy Notice online at <https://bspokegroup.co.uk/wp-content/uploads/2023/04/Bspoke-UW-Privacy-Policy-APR23.pdf> or request a copy by emailing us at [dataprotection@bspokeunderwriting.co.uk](mailto:dataprotection@bspokeunderwriting.co.uk).

Alternatively, **you** can write to **us** at: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Rd, Leeds LS25 1NB.



## UK Breakdown Recovery

In the event of a breakdown please call:

**0333 331 3868**



**Fish Insurance, Southgate House, Southgate Street, Gloucester, GL1 1UB**  
**T: 0333 331 3900 E: [info@fishinsurance.co.uk](mailto:info@fishinsurance.co.uk) [www.fishinsurance.co.uk](http://www.fishinsurance.co.uk)**

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