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Porsche Classic Car Insurance

Your policy booklet





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Welcome

Your Porsche Classic is a cherished possession. So make sure it is fully protected by the people who understand your needs better than anyone – Porsche. Because we know that it is not just about getting your car back on the road – it is about maintaining what is classic about your Porsche. Our exclusive Porsche Classic Car Insurance is specially designed to take care of every detail and to deliver complete peace of mind.

- We offer a remarkable combination of cover and service, carefully designed with you and your Porsche Classic in mind.
- With our agreed value cover you will always receive the full sum insured with no excess, not a depreciated 'market value'.
- We understand replacing your Porsche Classic may not always be an option, so we pay up to 125% of the agreed value to restore it back to the same condition before the covered accident (up to £100,000 above the agreed value), giving you the choice to either replace or restore.
- We value your time. We aim to respond to claims within 24 hours and issue payment within 48 hours of approval, ensuring you have what you need, when you need it.

Porsche Classic Car Insurance gives you access to a network of Porsche Recommended Repairers with highly trained technicians, and Porsche Genuine Parts and Paints where available, to make sure of the very best protection and attention to detail. We also work with you if you already have a preferred workshop that you use.

All drivers 30 years and over are automatically covered, with no need for named drivers, and you will benefit from UK and European breakdown cover with HomeStart included. This policy document lays out the full scope of cover, so please take the time to read it through.

Porsche Classic Register

For all Porsche Classic owners there is also the opportunity to become a member of the exclusive Porsche Classic Register. It is free to join and membership delivers a wealth of unmissable benefits:

- Stylish membership pack
- One issue of Originale Magazine each year
- 2 Porsche Classic number plate surrounds
- 15% discount on Porsche Classic Parts fitted by a Porsche Centre
- 4 complimentary wash and vacuums each year
- 1 litre complimentary bottle of motor oil with a service
- Complimentary nitrogen filling of your tyres

Contact your nearest Porsche Centre to sign up.

Important

Please report all incidents by calling us on **0333 043 3786** so we can tell you what to do next and help resolve any claim.



Important information about your policy

Who provides Porsche Classic Car Insurance?

Porsche Insurance is a trading name of Volkswagen Financial Services (UK) Limited (VWFS), registered in England and Wales No. 2835230 (registered office: Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes, MK14 5LR). VWFS is authorised and regulated by the Financial Conduct Authority (FCA), registration number 311988.

Porsche Classic Car Insurance is sold and administered by Carbon Insurance Brokers, a trading name of Lawshield UK Limited, registered in England and Wales No. 3360532 (registered office: 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, WA1 1RL). Lawshield UK Limited is authorised and regulated by the FCA, registration number 306793.

Porsche Classic Car Insurance is underwritten by Chubb European Group SE, La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France T +44 (0)20 7956 5000. Chubb European Group SE (CEG) is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles Esplanade Nord, 92400 Courbevoie, France. CEG has fully paid share capital of €896,176,662. UK business address: 100 Leadenhall Street, London EC3A 3BP. Supervised by the French Prudential Supervision and Resolution Authority (4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09) and authorised and subject to limited regulation by the Financial Conduct Authority FS Register number 820988. Details about the extent of **our** regulation by the Financial Conduct Authority are available from **us** on request.

Volkswagen Financial Services (UK) Limited, Lawshield UK Limited and Chubb European Group SE are not part of the same corporate group.

Getting in touch

You can contact **us** at:

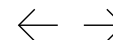
Porsche Classic Car Insurance
850 Ibis Court
Lakeside Drive
Centre Park
Warrington
WA1 1RL

Phone: 0333 043 3786

Email: customersupport@insurewithporsche.co.uk

Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact **your** insurance adviser.



How to make a claim

Call the 24-hour claims helpline on 0333 043 3786

Call this number following an incident to make a claim or for glass breakage or damage.

If **you** need to make a claim outside of the UK, please call the 24-Hour European Claims Helpline on +44 (0)1925 428846.

We will look after **you** throughout **your** entire claim, liaising with any third parties and Porsche Classic Recommended Repairers. For **your** peace of mind labour and Porsche Genuine Parts are covered by a two-year warranty (excluding wear and tear), on repairs carried out on **your** Porsche by Porsche Classic Recommended Repairers.

An Incident Manager will record the details of the incident **you** describe. They will be able to confirm:

- Whether **your** policy covers **you** for the incident
- Any excess that **you** will have to pay
- All the steps involved in the process of making a claim

If required, **your** Incident Manager will arrange for the vehicle to be recovered and a safe passage home or completion of **your** car journey for **you** and **your** passengers.

If the incident is not covered under **your** policy **we** can still arrange to assist **you** however, a charge will be made.

How to access breakdown and accident assistance

Making UK or European breakdown and accident assistance cover claim

European Motor Assistance Cover is provided by ARAG: ARAG plc, 9 Whiteladies Road, Clifton, Bristol, England, BS8 1NN, a company registered in England and Wales with company number 2585818. It is underwritten by HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331). Through **our** partner, ARAG, **you** have access to a 24 hour Helpline.

In the event of a motor vehicle **breakdown**, call ARAG on:

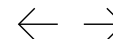
Calling from inside the UK: 0800 018 0678

Calling from outside the UK: +44 20 7031 3905

Please provide the following information:

- Registration number of the **covered vehicle**;
- The make, model and colour of the **covered vehicle**;
- Nature of the **breakdown** and location of the **covered vehicle**; and
- If the **covered vehicle** is fitted with alloy wheels.

A **breakdown** assistance operator will arrange for a **recovery operator** to come to the **covered person's** assistance as quickly as possible.



Important information

Please report all incidents to **us** immediately so **we** can tell **you** what to do next and help resolve any claim. Where possible, please have **your** policy number ready (as shown in **your policy schedule**).

This will enable **your** Incident Manager to find **your** records quickly and provide the level of service that **you** expect.

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

Useful phone numbers

For general policy enquiries, to make an amendment to **your** policy, or to make a claim please call: 0333 043 3786.

For **our** joint protection phone calls may be recorded and/or monitored.



Your Porsche Classic Car Insurance policy

Wherever words or phrases appear in bold in this policy booklet, they will have the meanings described in the **policy** definitions section starting on page 10, unless otherwise shown for any policy section.

This policy booklet forms part of **your** legal contract with **us** and explains exactly what cover is provided. **Your policy schedule** shows the level of cover **you** have chosen.

This is **your policy** booklet which should be read alongside **your** most recent **policy schedule**, Certificate of Insurance, any **amendment to cover notices** and any **Endorsements**. Together they form the contract between **you** and **us**. They explain in detail the covers as well as any conditions **you** must comply with. Please take the time to read and understand the documentation. If there is anything that needs clarifying, please contact **us**.

Your policy booklet details all the covers available when **you** purchase a Porsche Classic Car Insurance **policy** from **us**. **You** may not have all the covers available; **your policy schedule** and Certificate of Insurance will show **you** which covers **we** are providing and the sums insured where appropriate.

At renewal of **your policy**, **you** will be provided with an updated **policy schedule** and Certificate of Insurance. If there have been any changes to the cover provided under **your policy**, **you** will receive either an **amendment to cover notice** or a new **policy** booklet. **You** are advised to keep **your policy schedule**, **policy** booklet, Certificate of Insurance, **amendment to cover notices** and **Endorsements** in a safe place.

Use of language

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

Choice of law

You and **we** are free to choose the law applicable to this **policy**. **We** propose to apply the laws of England and Wales unless, at the effective date of the **policy**, the **policy** covers **vehicles** registered in the Crown dependencies of Jersey, Guernsey or the Isle of Man, in which case the law of the respective Crown dependency will apply to those. By taking out this **policy you** have agreed to this.

Your cancellation rights

You have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive the policy or renewal documentation, whichever is the later. If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover. To cancel, please contact **us**.

If **you** do not exercise **your** right to cancel **your** policy, it will remain in force and **you** will be required to pay the premium. For **your** cancellation rights outside the statutory cooling off period, please refer to the Policy conditions section of this policy booklet.

Making a complaint

We aim to provide customers with the highest possible level of service at all times. If **you** are unhappy with the service provided for any reason or have cause for complaint, please, in the first instance, contact **us** on 0333 043 3786. Full details on our complaints procedure can be found on page 26.



Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

Phone call charges and recording

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

Porsche Classic Car Insurance is underwritten by Chubb European Group SE.

Thank **you** for choosing Porsche Insurance to provide **your** Porsche Classic Car Insurance.



Policy definitions

Agreement

We agree to provide the insurance described in this **policy** in return for **your premium** and compliance with all the **policy** conditions.

Policy definitions

In this **policy**, words have their plain English meaning. Throughout the **policy**, defined terms will be capitalised, and bold.

Agreed mileage means the maximum mileage shown in **your** most recent **policy schedule** that the **vehicle** may be driven within the **policy period**.

Agreed value means the amount of cover for **your vehicle** shown in **your policy schedule**.

Amendment to cover notice means the most recent document of this name issued by **us** to **you**.

Bodily injury means physical bodily harm, including sickness or disease that results from it, and required care, loss of service and resulting death.

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

Business means any full or part-time employment, trade, occupation, profession, or a farm operation which includes the raising or care of animals.

Comprehensive vehicle cover means **vehicle** physical damage and theft cover and **vehicle** third party liability cover.

Contents means unspecified personal property owned by **you** or for which **you** are legally responsible.

Covered person means any permitted user legally entitled to drive in accordance with the Certificate of Insurance.

Covered vehicle means:

- Any **vehicle** described in **your policy schedule** for which a Certificate of Insurance has been issued and which bears the registration mark of that **vehicle** and which belongs to **you** or is under a hire purchase agreement or is leased to **you**;
- Any trailer or caravan **you** own whilst attached to a **covered vehicle**

Damages means the sum that is paid or is payable to satisfy a claim settled by **us** or resolved by judicial procedure or by a compromise **we** agree to in writing.

Declared garaging address means the address shown on **your** proposal form or **your** statement of fact showing where **your vehicle** is kept.

Deductible means the amount **we** will subtract from any covered loss **we** pay.

Driver means any permitted user legally entitled to drive in accordance with the Certificate of Insurance.

Endorsement means a written modification to this **policy** issued by **us** to **you**.

Family member means any member of **your** household residing with **you**.

Incapacitated means an inability to function as normal for a period exceeding 30 days as diagnosed by a **physician** or authorised mental health professional.

Intoxicated means having a blood alcohol level exceeding the prescribed limit as decreed by the Road Traffic Act or local jurisdiction, or under the influence of any illegal substance.

Medical expenses means reasonable charges for first aid, medical, funeral, surgical, x-ray, dental, ambulance, hospital, rehabilitation, professional nursing services, and prosthetic devices.

Occurrence means any loss or accident to which this insurance applies which first occurs within the **policy period**. Continuous or repeated exposure to substantially the same general conditions, unless excluded, is considered to be one **occurrence**.

Physician means a person who is licensed as a medical doctor or a doctor of osteopathy under the laws of the jurisdiction in which treatment is given to a patient and who is qualified to give such medical treatment. A **physician** does not include **you** or a **family member**.

Policy means **your** entire Porsche Classic Car Insurance **policy**, including the **Policy schedule**, the Certificate of Insurance, **Amendment to cover notice** and **Endorsements**.

Policy period means the effective dates of this **policy** as shown in the **policy schedule**. The effective date begins at the time shown on the Certificate of Insurance and ends at 00.01 standard time at the mailing address shown.

Policy schedule means the most recent **policy schedule we** issued to **you**.

Property damage means physical injury to or destruction of tangible property, including the loss of its use.

Territorial limits means the United Kingdom, Isle of Man, Channel Islands, any member of the European Union, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino, and Switzerland or in transit by rail, sea, land (not under the vehicle's own power) or air to or from any countries listed in the **territorial limits**.

Vehicle means:

- Any **vehicle** described in **your policy schedule** for which a Certificate of Insurance has been issued and which bears the registration mark of that **vehicle** and which belongs to **you** or is under a hire purchase agreement or is leased to **you**

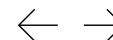
We, our and **us** means Carbon Insurance Brokers, a trading name of Lawshield UK Limited, and Chubb European Group SE or any other member insurer of the Chubb Group of Companies.

You and **your** means the person named in the **policy schedule** and a spouse or partner who permanently resides with that person.

Summary of cover

	Cover	Comprehensive	Page Number
Section 1	Vehicle physical damage and theft cover	✓	13
	Damage or theft in transit	✓	13
	Agreed value	✓	13
	Extended reinstatement value cover	✓	13
	Total loss: customer can retain salvage and nil deductible where vehicle value is £250k or less	✓ Where ABI code of practice allows	14
	Partial loss resulting in diminution in value	✓	14
	Porsche Genuine Parts - where available	✓ In Porsche Classic repair network	14
Section 2	Document protection cover and diminution in value	✓	15
	Track cover	✓	15
	Loss of use	✓	16
	Personal effects	✓	16
	Accessories and spare parts	✓	16
	Travelling abroad	✓	16
Section 3	Vehicle third party liability	✓	17
	Driver damages and defence	✓	17
	Legal costs	✓	17
	Bail bonds	✓	17

	Cover	Comprehensive	Page Number
Section 4	Emergency treatment	✓	17
	Medical expenses	✓	18
	Personal accident	✓	18
Section 5	UK breakdown and accident assistance cover	✓	29
	Vehicle recovery in the event of an accident or fire	✓	29
	Emergency overnight accommodation	✓	29
	Misfuelling	✓	30
Section 6	European breakdown and accident assistance cover	✓	31
	Vehicle recovery in the event of an accident or fire	✓	31
	Shipping of spare parts	✓	31
	Alternative travel abroad	✓	31
	Emergency overnight accommodation abroad	✓	31
	Repatriation service	✓	32
Section 7	Legal expenses cover	✓	36



Comprehensive vehicle cover

Comprehensive vehicle cover includes **vehicle** physical damage and theft cover and **vehicle** third party liability cover.

Section 1

Vehicle physical damage and theft cover

This part of **your policy** together with **your policy schedule** and Certificate of Insurance forms **your vehicle** physical damage and theft cover. **Vehicle** physical damage and theft cover provides cover for all risks of physical loss to **your vehicle** occurring anywhere within the **British Isles**, whilst in transit by rail, water, sea, land (not under the **vehicle's** own power) or air to or from the **British Isles** and the Republic of Ireland, unless stated otherwise in **your policy** or an exclusion applies.

How we will pay your claim

Amount of cover

The amount of cover for each **vehicle** is shown in **your policy schedule**.

Agreed value means the amount of cover for **your vehicle** shown in **your policy schedule**.

Extended reinstatement value cover

However if the cost of reinstating **your vehicle** shown in **your policy schedule** exceeds the sum insured shown in **your policy schedule** for **your vehicle** which is the subject of the claim; and

Your vehicle shown in **your policy schedule** is more than 20 years old;

We are prepared to pay an additional amount of up to 25% of the sum insured for **your vehicle** or an additional maximum of £100,000, whichever is the lesser amount, if required, if **you** want to reinstate **your vehicle** to the same condition immediately prior to the covered loss. In this event **our** payments will be made only upon presentation of reinstatement invoices agreed by **us** for **your vehicle**. In no event will **we** provide any cash payments.

Deductible

The **deductible** shown in **your policy schedule** applies to each and every covered loss unless stated otherwise.

If a covered loss involves two or more **vehicles** covered under this **policy**, in the same **occurrence**, the highest **deductible** will apply once to the loss.

If a covered loss involves both:

- A **vehicle** covered under this part of **your policy**; and
- **Contents** covered under any part of this **policy** or any other Chubb **policy**;

and a **deductible** would apply to both losses in the same **occurrence**, the highest **deductible** will apply once to the loss.

Your deductible will not apply if **your vehicle** is:

- A total loss;
- Locked in **your declared garaging address** at the time of the covered theft or attempted theft loss;
- In the care of a garage or similar motor trade organisation for servicing, restoration or repair; or
- In the care of a hotel or restaurant valet service for the purpose of parking

Payment basis

For a covered loss to a **vehicle**, **we** will pay as follows:

Total loss

If the **vehicle** is stolen or totally destroyed, **we** will pay up to the amount of cover shown in **your policy schedule**. However, **we** will reduce **our** payment by any amount paid for a previous loss to that **vehicle** if the damage was not repaired.

A **vehicle** is considered totally destroyed when the salvage value plus the repair costs (labour and parts of like kind and quality without deduction for depreciation necessary to repair the **vehicle**) are equal to or greater than the amount of cover for the **vehicle** as shown in **your policy schedule**. The salvage value will be determined by **us** in accordance with the ABI Code of Practice for the Disposal of Motor **Vehicle** Salvage. Provided legislation and the ABI Code of Practice for the Disposal of Motor **Vehicle** Salvage allows, when **we** pay for a total loss **you** have the option to keep the salvage of **your vehicle** at no cost to **you**. This applies to **vehicle(s)** listed on **your policy schedule** with a value of £250,000 or less. When **we** pay for a total loss for **vehicle(s)** listed on **your policy schedule** with a value over £250,000, the salvage becomes **our** property. **You** will have the option to purchase the salvage from **us**.

A **vehicle** is considered stolen when the entire **vehicle** is stolen and not recovered within 30 days. If a stolen **vehicle** is recovered, **we** may return it to **you** at the address shown in **your policy schedule**. If **we** return a stolen **vehicle**, **we** will pay for any covered damage resulting from the theft.

When **we** pay for a Total loss, **we** will deduct from the amount payable to **you** any amount required to be paid to discharge any outstanding finance agreement associated with the **vehicle**.

Partial loss for vehicles resulting diminution in value

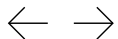
If the **vehicle** is partially damaged, **we** will pay the amount required to repair or replace, whichever is less, the damaged part(s), up to the amount of cover for each **occurrence**. **We** will make deductions for depreciation and normal wear and tear, when applicable.

If the **vehicle** is being repaired in the Porsche Classic Repair Network **we** will use Porsche Genuine Parts where available. If Porsche Genuine Parts are not available, we may replace the damaged part(s) with suitable part(s) or accessories which are not supplied by Porsche.

We will not be liable for any betterment which improves the **vehicle** beyond its condition before the covered loss occurred. **We** have access to Porsche Classic Repairers and other expert repairers who provide a fast and efficient repair service. However, should **you** wish to use **your** own nominated repairer, **you** may do so.

No repairs can commence without our prior approval.

However, if because of the repair following a covered partial loss the **agreed value** of the **vehicle** is less than it was before the covered partial loss, **we** will pay for diminution in value. The maximum amount **we** will pay is up to 20% of the sum insured for that **vehicle**, or the cost of the repair following the covered partial loss, or £500,000, whichever is less. This Payment basis is subject to the **vehicle** having been professionally valued or purchased within the 24 months prior to the covered partial loss.



Section 2

Additional vehicle covers

These covers are included in **your vehicle** physical damage and theft cover and are in addition to the sum insured for **your vehicle** unless stated otherwise in **your policy** or an exclusion applies. If **vehicle** physical damage and theft cover applies to any **vehicle** named in **your policy schedule**, the same excess also applies to the covers unless stated otherwise.

Glass cover

We provide window and sunroof glass replacement in the event of a covered loss to a **vehicle**. A **deductible** of £100 applies to this cover. If the window and/or sunroof is repaired, there is no **deductible**.

Document protection cover and diminution in value

We will pay the lesser of up to either 5% of the **vehicle** sum insured or £50,000 for a reduction in the **agreed value** of the **vehicle** following a covered loss of or damage to motor **vehicle** documents.

This cover is subject to the **vehicle** having been professionally valued or purchased within the 24 months prior to the covered loss of or damage to motor **vehicle** documents.

We will also pay up to £5,000 for the costs to replace or repair motor **vehicle** documents lost or damaged in a covered loss.

In this Document protection cover and diminution in value section, motor **vehicle** documents means the following documents related to a **vehicle** listed on **your policy schedule**:

Ministry of Transport test certificate(s), registered keeper log book(s), vehicle maintenance and service history, paper tax discs, certificate of authenticity, photographs, bills of sale, or owner manuals.

Event cancellation

We will pay **you** up to a total of £5,000 per **policy period** for irrecoverable costs and expenses **you** have incurred or are directly responsible for if **you** are unable to attend an organised event as a direct result of a covered loss to a **vehicle** listed in **your policy schedule** that **you** had planned to exhibit or display at an organised event.

In this Event cancellation section, costs and expenses means charges and fees paid to exhibit or display a **vehicle** listed in **your policy schedule** at an organised event.

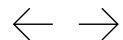
In this Event cancellation section, organised event means an event where cars are displayed, exhibited or available for purchase, that is not organised by **you**, a **family member** or a **covered person**.

Track cover

The **covered person**, as shown on the Certificate of Motor Insurance, may use a **covered vehicle** no more than three times in any single **policy period** on a race track or circuit in Great Britain, Northern Ireland, the Isle of Man and the islands of Guernsey, Jersey and Alderney, provided that there is no involvement in racing, pacemaking, or being in any contest, speed trial, or any rigorous reliability testing on **your vehicle**.

In the event of a claim under the **vehicle** physical damage and theft cover part of the **comprehensive vehicle cover** section of **your policy** arising from that use, **we** will deduct 10% of the **covered vehicle** value shown on **your policy schedule** from the amount that **we** will pay.

If **your covered vehicle** is considered to be a total loss arising from that use, and **you** wish to retain the salvage, the 10% deduction will not apply, but **we** will deduct 30% of the **agreed value** of the **covered vehicle (agreed value vehicle)** immediately prior to an incident resulting in the total loss of **your covered vehicle** from the amount that **we** pay **you** for the claim.



In addition to the **policy** exclusions, the following additional exclusions apply to this cover:

Any diminution in value of **your vehicle** as a result of any covered loss whilst **your vehicle** is being driven on a race track or circuit,

The cost of towing **your vehicle** from any grass areas, gravel traps, or off track area,

Any loss or damage caused as a result of towing, craning or recovery of **your vehicle**, or; The cost of recovery of **your vehicle** to a repairer

Lock replacement

If the key(s) to **your vehicle**, ignition, alarm, immobiliser, steering lock or garage door opener is lost or stolen, **we** will pay the cost of replacing the locks. There is no **deductible** for this cover.

Permanent sound and visual equipment

In the event of a covered loss, **we** cover sound reproducing, receiving, and transmitting equipment that is permanently installed or is removable from a housing unit permanently installed in a **vehicle**. This includes radios, tape players, citizen band radios, compact disc players, DVD or video players, permanently installed car telephones, scanning monitors, televisions, vehicle global positioning systems and any other similar equipment, including their accessories and antennas. This equipment must be:

- Designed to be solely operated by use of the power from the electrical system of the **vehicle**; and
- In or on the **vehicle** at the time of the loss

These payments do not increase the amount of cover for **your vehicle**.

Loss of use expenses

We provide the following reasonable additional expenses **you** incur as a result of the covered loss:

- Emergency transportation expenses up to a maximum of £100
- Meals, lodging and telephone expenses if **you** are more than 50 miles from **your** nearest residence up to a maximum of £250

There is no **deductible** for this cover.

Personal effects

We will pay up to £1,000 for **contents** in or on **your vehicle** if they are lost or damaged due to an accident, fire, theft or attempted theft. But **we** do not provide this cover if the claim is a covered loss under any other Chubb policy.

Vehicle accessories and spare parts

We will pay up to £5,000 for **your vehicle's** tools, accessories and spare parts which are fitted into or onto the **vehicle** or which are kept at **your** residence shown in **your policy schedule**.

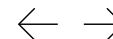
Travelling abroad

Your Certificate of Insurance should provide sufficient evidence that the laws of the compulsory insurance of motor vehicles within the **territorial limits** are complied with, however, there is no cover provided in those countries outside of the **territorial limits**.

Reward

We will pay up to a maximum of £10,000 to any person or organisation for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss.

The following are not eligible to receive this reward payment: **you**, a **family member**, or the police.



Section 3

Vehicle third party liability cover

This part of **your policy**, together with **your policy schedule** and Certificate of Insurance forms **your vehicle** third party liability cover. It provides **you** with liability cover from a **vehicle** accident occurring anywhere within the **British Isles** and the **territorial limits**, unless stated otherwise in **your policy** or an exclusion applies.

How we will pay your claim

Amount of cover

The sum insured for **vehicle** third party liability for **property damage** is £20,000,000. There is an unlimited sum insured for **vehicle** third party liability for **bodily injury**, unless stated otherwise. **We** will pay for **damages** subject to the applicable sum insured, from any one **occurrence**, regardless of how many claims, vehicles, or people are involved in the **occurrence**.

Damages and defence cover

We cover **damages** a **driver** is legally obligated to pay for **bodily injury**, or **property damage** up to the amount shown in **your policy schedule** for any one **occurrence**, arising from the ownership, maintenance, or use of a **covered vehicle** which takes place anytime during the **policy period** within the **British Isles** and the **territorial limits** and are caused by an **occurrence** unless stated otherwise or an exclusion applies.

We will defend a **driver** against any legal action seeking **damages** for **bodily injury** or **property damage**. **We** will provide this defence at **our** own expense, with counsel of **our** choice, even if the legal action is groundless, false or fraudulent.

We may investigate, negotiate, and settle any such claim or suit at **our** discretion.

As part of **our** investigation, defence negotiation, or settlement **we** will pay:

- All expenses incurred by **us**;
- All costs taxed against a **driver**;
- All interest accruing after a judgement is entered in a suit **we** defend on only that part of the judgement **we** are responsible for paying. **We** will not pay interest accruing after **we** have paid the judgement;
- All earnings lost by each **driver** at **our** request, up to £250 a day, to a total of £10,000;
- Other reasonable expenses incurred by a **driver** at **our** request; and
- The cost of all bail bonds required of a **driver** because of a covered loss

In jurisdictions where **we** may be prevented by local law from carrying out this cover, **we** will pay only those defence expenses that **we** agree in writing to pay and that are incurred by expenses that **we** agree in writing to pay and that are incurred by **you**.

Section 4

Additional covers

These covers are included in **your vehicle** third party liability cover and are in addition to **damages** and Defence Cover unless stated otherwise in **your policy** or an exclusion applies.

Emergency treatment

We will reimburse any **driver** using any **vehicle** which is shown in **your policy schedule** for payment made under the Road Traffic Act for Emergency treatment.



Medical expenses

We will pay the necessary **medical expenses**, up to a total of £250 for **medical expenses** incurred or medically ascertained within three years of an accident. But the expenses must be for **bodily injury** to:

- Any **driver** while occupying a **covered vehicle**, or any other vehicle operated lawfully by **you**;
- **You** while occupying or struck by a motor vehicle or trailer

Property damage

We cover **property damage** arising out of the use by a **driver** of a **covered vehicle** not owned by **you** or a **driver**.

Travelling abroad

Your Certificate of Insurance should provide sufficient evidence that the laws of the compulsory insurance of motor vehicles within the **British Isles** and the **territorial limits** are complied with, however, there is no cover provided in those countries outside the **British Isles** and the **territorial limits**.

Personal accident cover

We will pay **you**, or in the event of death **your** estate, £5,000 (or less for a minor if limited by law) for **bodily injury** caused whilst travelling in or getting into or out of any private vehicle provided that the injury is the sole cause of:

- Death;
- Total loss of limb;
- Irrecoverable loss of all sight in one or both eyes or permanent total disablement

We must be notified as soon as possible from the date of the **occurrence**.

We do not cover any loss under personal accident cover caused directly or indirectly while the person driving the **covered vehicle** is in a state of insanity or **intoxication**. **Intoxication** means having a blood alcohol level exceeding the prescribed limit as decreed by the Road Traffic Act or local jurisdiction, or under the influence of any illegal substance.

If **you** hold any other personal accident cover under a Chubb policy, then payment will only be made under one insurance policy. However, payment will be made under the policy which gives **you** the greatest benefit.

Exclusions to Section 3 and Section 4

In addition to the Policy exclusions, the following Exclusions apply to this cover part of **your policy**. The words caused by mean any loss or damage that is contributed to, made worse by, or in any way results from that peril:

Computer error

We do not cover any loss or damage caused by an error in computer programming or instructions to the computer.

Breakdown

We do not cover any loss or damage caused by wear and tear, freezing, mechanical or electrical breakdown or road damage to tyres.

Portable sound equipment

We do not cover any loss or damage to sound reproduction, receiving or transmitting equipment unless it is permanently installed or removable from a housing unit permanently installed in the **vehicle**. This includes radios, tape players, citizen band radios, compact disc players, scanning monitors, televisions, vehicle global positioning systems and any other similar equipment designed for sound reproduction, receiving, or transmitting, including their accessories and antennas.

False report

We do not cover loss arising from a false report of a car jacking and road rage **occurrence** by **you**, a **family member**, **your** chauffeur or any person acting on behalf of **you**, a **family member** or **your** chauffeur whether acting alone or in collusion with others.

Persons known

Under car jacking and road rage cover, **we** do not cover any loss by a person known to **you**, a **family member** or **your** chauffeur.

Rest and recuperation expenses

Under car jacking and road rage cover, **we** do not cover any rest or recuperation expenses when prescribed by a physician, psychologist or other authorised mental health professional who is related to **you**, a **family member** or **your** chauffeur.

Document protection cover and diminution in value

We do not cover any loss or damage to Motor Vehicle Documents caused by:

- fading, creasing, denting, thinning, colour transfer, dampness, or temperature extremes;
- handling or being worked on.

Please also refer to the **Policy** conditions and **Policy** exclusions parts of **Your** Porsche Classic Car Insurance **policy**.

Policy conditions

This part of **your policy** details the terms and conditions which form part of **your policy**. Please note that these **policy conditions** apply in addition to the **conditions** stated in each cover part of **your policy**. Failure to comply with the **policy conditions** may invalidate **your** claim.

These conditions apply to **your policy** in general and to each cover in it.

Change of risk

Whenever during the **policy period** any of the following events occur, **you** must notify **us** immediately thereafter:

- Any change of **vehicle(s)** and/or registration number(s)
- Any change of use to any **vehicle** listed on **your policy schedule** (e.g. if used for **business**)
- Any change in the estimated annual mileage **you** expect to drive in any one **policy period**
- Any change in the security or parking arrangements for **your vehicle(s)**
- Any significant change to **you** or **your family members'** occupations or professions
- If **you** or a **family member** have been convicted of and/or charged with any offence, (other than motoring convictions and/or spent convictions)
- Any motoring convictions or pending prosecutions of **you**, any named or regular drivers or **covered persons**
- Any change of address relating to the location at which any **vehicle** listed on **your policy schedule** is kept
- Any incidents which may result in a claim under this **policy** which **we** are not yet aware of

Where one (or more) of the above events occur(s), **we** will have the right to amend the terms of **your policy** and charge an additional premium, or cancel **your policy** in accordance with **our** cancellation rights set out at page 22 of this **policy** booklet. If **you** are unsure about whether **you** need to tell **us** something, please speak to **us**.

Misrepresentation

You, each **family member**, each **covered person** and anyone acting on **your**, any **family member's** or any **covered person's** behalf have a responsibility to take reasonable care not to make a misrepresentation to **us** when applying for this **policy** or when it is varied. For example, **you** and they must take reasonable care not to provide information which is false or inaccurate and not to withhold any information. It is important that all information provided, online, over the telephone, in the application and in all other documents is full and accurate.

If **you**, a **family member** or any **covered person**, or anyone acting on **your**, a **family member's** or a **covered person's** behalf:

- Provide **us** with information which **you** or they know is, or do not care whether or not it is, false or misleading; and
- Know that the matter to which that information relates is, or do not care whether or not it is, relevant to **us**,

when applying for this **policy** or when it is varied, then **we** can treat this **policy** as if it never existed and decline all claims.

If **you**, a **family member** or any **covered person**, or anyone acting on **your**, a **family member's** or a **covered person's** behalf is careless in providing **us** with false or misleading information **we** rely upon in entering into this **policy** and setting its terms and premium or when varying this **policy**, **we** may:

- Treat this **policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;

- Amend the terms of **your policy**. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your**, a **family member's** or a **covered person's**, or anyone acting on **your** or their behalf's, carelessness;
- Reduce the amount **we** pay on a claim by the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** had **we** received full and accurate information;
- Cancel **your policy** in accordance with **our** cancellation rights set out at page 22 of this **policy** booklet

Fraudulent claims

If **you**, a **family member** or any **covered person**, or anyone acting on **your**, a **family member's** or a **covered person's** behalf:

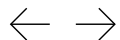
- Knowingly makes a dishonest, fraudulent or exaggerated claim under **your policy**;
- Knowingly makes a false statement in support of a claim;
- Knowingly provides a false or forged document in support of a claim; and/or
- Makes a claim for any loss or damage caused by **your** or their wilful act or caused with **your** agreement, knowledge or collusion,

then we may void **your policy** from the date of any such act, **we** will not pay any fraudulent claims, **we** will be entitled to recover from **you** the amount of any fraudulent claim already paid under **your policy**, **we** will not return to **you** any premium paid by **you**, legal action may be taken against **you** and **we** may inform the police and any other law enforcement agencies about the claim.

Policy period

The effective dates of this **policy** are shown in the **policy schedule**. The effective date begins at the time shown on the Certificate of Insurance and ends at 00.01 standard time at the mailing address shown.

All covers on this **policy** apply only to **occurrences** that take place during the **policy period** as specified in **your policy schedule**.



Policy enhancements

We may extend or broaden the cover provided by this **policy**. If **we** do this during the **policy period** or within 60 days before the **policy period** commences without increasing the premium, then the extended or broadened cover will apply to an **occurrence** after the effective date of the extended or broadened cover.

Transfer of rights

If **we** make a payment under this **policy**, **we** will assume any recovery rights **you** or a **driver** has in connection with that loss, to the extent **we** have paid for the loss.

All of **your** rights of recovery will become **our** rights to the extent of any payment **we** make under this **policy**. **You** or a **driver** must do everything necessary to secure such rights, do nothing after a loss to prejudice such rights and give **us** all the information and assistance necessary for **us** to achieve a settlement.

Payments made outside of the terms of the policy

If, under the law of any country, **we** must make a payment that is not covered by **your** Porsche Classic Car policy; **we** have the right to recover this payment from **you** or the person who is liable.

Application of cover

Cover applies separately to **you** or any **driver**. However, this provision does not increase the amount of cover for any one **occurrence**.

Duplicate cover

If a loss is covered under more than one part of this **policy**, **we** will pay **you** under the part giving **you** the most cover but not under more than one part. In no event will **we** make duplicate payments.

Other insurance

When other motor insurance applies to a covered loss under this **policy**, **our** cover will apply as excess to any other available insurance.

Assignment

You cannot transfer **your** interest in this **policy** to anyone else without **our** written agreement.

Policy changes

This **policy** can be changed only by a written amendment **we** issue.

Bankruptcy or insolvency

We will meet all **our** obligations under this **policy** regardless of whether **you**, **your** estate, or anyone else or their estate becomes bankrupt or insolvent.

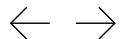
Care of your vehicle

You must take all reasonable precautions to keep **your vehicle** or **covered vehicle** in an efficient and roadworthy condition and protect it from loss or damage.

Insurable interest

We will not pay for any loss or damage to any **vehicle** or **covered vehicle**, property or possessions in which **you** or a **driver** does not have an insurable interest at the time of the loss.

If more than one person has an insurable interest in any **vehicle** or **covered vehicle**, covered property or possessions, **we** will not pay for an amount greater than the insurable interest attributable to **you** or a **driver**, up to the amount of cover that applies.



Vehicle access

You must grant **us** free access at all reasonable times to examine **your vehicle**.

Abandoning property or possessions

You or a **driver** cannot abandon any property or possessions to **us** without **our** prior agreement, or to a third party unless **we** agree.

Protect property

You or a **family member** must take reasonable steps to protect **your vehicle** or **covered vehicle** from further damage and make any emergency repairs that are necessary to protect **your vehicle** or **covered vehicle**. **You**, a **covered person** or a **family member** must also keep an accurate record of expenses incurred. **We** may not pay for any non-emergency repairs unless prior authorisation has been obtained from **us**.

Carrier and bailees

We will not make any payments under this **policy** to the benefit of any carrier or other bailee of damaged property or possessions.

Legal action against us

If **you** have a loss under third party liability cover, **you** agree not to bring any action against **us** until the obligation has been determined by final judgement or a written agreement by **us**.

Examination under oath

We have the right to examine under oath, as often as **we** may reasonably require, **you** and any **drivers**. **We** may also ask **you** or a **driver** to give **us** a signed description of the circumstances surrounding a loss and **your** or their interest in it, and to produce all records and documents **we** request and permit **us** to make copies.

Cancellation following non-payment of premium

If **your policy** premium is not paid when due, then **your policy** will be considered void and of no effect and **we** will not pay any claims. If **your policy** premium is paid by instalments and an instalment remains unpaid after 14 days, **we** may cancel **your policy** from the date the last instalment was due and **we** will not pay any claim made during the period when the premium was unpaid. If the initial instalment premium has not been paid, **your policy** will be considered void and of no effect and **we** will not pay any claim under **your policy**.

Our cancellation

We may cancel **your policy** by giving **you** 14 days' notice written notice of such cancellation, by recorded delivery at **your** last known address where **we** have grounds for doing so. Grounds for cancellation are:

- Where **you**/the policyholder did not take reasonable care to ensure the information provided on which the insurance was based was correct
- Deliberate, reckless or careless misrepresentation of information provided
- Failure to provide information or documentation **we** require and ask for to underwrite the **policy**
- If **we** are ordered to or instructed to cancel this **policy** by a regulator, court, or other law enforcement agency
- Failure to pay premiums when due
- Attempted or actual fraud

If **we** cancel this **policy** **we** will refund any premium on a pro-rata basis, except where attempted, or actual fraud has taken place. **We** will not refund any premium if a claim/ loss has occurred or is outstanding.

If a **policy** is cancelled due to attempted or actual fraud, then **we** may recover from **you** any sums paid by **us** to **you** in respect of any claims. In addition **we** may by notice to **you**, treat this **policy** as having been terminated with effect from the time of the fraudulent act

Refund

In the event of cancellation by **you** or by **us**, **we** will refund premium based on the effective date of cancellation or as soon as possible afterwards. Any return premium will be calculated on a pro-rata basis and will depend upon any claims made by **you**. However, **we** will not refund any premium in the event **we** have paid a claim/if a claim is outstanding or if attempted/actual fraud has taken place.

Appeals

If **you** or a **driver** or any other insurer, does not appeal a judgement for covered **damages**, **we** may choose to do so. **We** will then bear all expenses, taxable costs, and interest arising out of the appeal. However, the sum insured of cover for **damages** will not be increased.

Duties after a loss

In case of a loss which this **policy** may cover, **you** or a **driver** must perform the following duties for cover to apply:

Notification

You or a **driver** must notify **us** of the loss or damage as soon as possible. In case of theft or accidental loss **you** or a **driver** must also notify the police or other similar competent authority as soon as possible. Every communication relating to a claim must be sent to **us** without delay. **You** must also tell **us** if **you** know of any impending prosecution, Coroner's Inquest or Fatal Accident Inquiry involving anyone where cover is provided by this **policy**. No negotiation, admission or refusal of any claim must be entered into without **our** consent.

Co-operation

You or the **driver** must co-operate with **us** fully in any legal defence. This may include any association by **us** with **you** or the **driver** in defence of a claim reasonably likely to involve **us**.

Proof of loss

You or a **driver** must submit to **us**, within 60 days after **we** request, a signed, sworn proof of loss which documents, to the best of **your** or their knowledge and belief:

- The time, cause and full circumstances of loss;
- Interest of the insured and all others in the **vehicle**, property or possessions involved and all liens on the **vehicle**, property or possessions;
- Other insurance which may cover the loss;
- Changes in title or occupancy of the property or possessions during the term of the **policy**;
- Specifications and repair or replacement estimates for any damaged **vehicle**, property or possessions

Failure to provide proof of loss within 60 days may reduce any claim settlement or result in any loss not being covered under **your policy**.

Policy exclusions

This part of **your policy** details exclusions which apply to each and every part of this **policy**. Please note that these **policy** exclusions apply in addition to the exclusions stated in each cover part of **your policy**.

Intentional acts

We do not cover any loss, damages, **bodily injury** or **property damage** arising out of an act intended by **you**, a **driver** or by a person directed by **you** or a **driver** to cause physical damage to the **vehicle** or **covered vehicle**, **bodily injury** or **property damage**, even if the injury or damage is of a different degree or type than actually intended or expected. An intentional act is one whose consequences could have been foreseen by a reasonable person.

Non-permissive use

We do not cover any person who uses a **vehicle** or **covered vehicle** without permission from **you**.

Employer's liability

We do not cover liability for the death or injury of any employee arising out of or in the course of his/her employment by anyone in respect of whom cover is provided under **your policy**, if that liability is provided under an employer's liability insurance issued to comply with employer's liability legislation.

Loss of value

We do not cover any loss of value of the **vehicle** or **covered vehicle**.

Vehicles used for a fee

We do not cover any loss or damages arising out of the ownership or operation of a **vehicle** or **covered vehicle** while it is being used to carry people or property for a fee. Nor do **we** cover **your vehicle(s)** shown on **your policy schedule** for self-drive hire. This exclusion does not apply to a sharing agreement.

Competitive racing

Unless stated otherwise, **we** do not cover any loss or damages to a **vehicle** or **covered vehicle**, nor do **we** cover any person for damages arising out of the participation in, or instruction, practice or preparation for competitive racing, rallies, trials, pace-making or speed testing in any prearranged or organised racing or speed contest, or organised event (including but not limited to the Gumball Rally, Cannonball Run or Supercar Run) or any on track use including disused Airfields or Derestricted Toll Roads. Derestricted Toll Roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended (including but not limited to the Nurburgring).

However, we do cover:

- Events organised to encourage road safety
- Parading
- Treasure hunts, provided there is no reward for the competitors' driving performance and the hunt is not timed
- Regulation vintage or classic car rallies.

Vehicle-related jobs

We do not cover any person while employed or otherwise engaged in the business of selling, repairing, servicing, storing, parking, testing or delivering vehicles. This exclusion does not apply to the ownership, maintenance or use of any **vehicle** or **covered vehicle** shown in **your policy schedule** and for which a valid Certificate of Insurance or temporary Certificate of Insurance has been issued.

Confiscation

We do not cover any loss or damages caused by the confiscation, destruction, or seizure of property by any government or public authority.

Sanctions

No cover is provided and **we** shall not be liable to make any payment or provide any benefit under this **policy** to the extent that any applicable economic or trade sanctions (including without limitation, those imposed by the European Union, United Kingdom, or United States of America) prohibit **us** or **our** parent company from doing so.

Acts of war

We do not cover any damages caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

Nuclear or radiation hazard

We do not cover any damages caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused, but **we** do insure ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

Sonic bangs

We do not cover any damages caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Vehicles airside

We do not cover any loss or damages whilst a **vehicle** or **covered vehicle** is on any part of an aerodrome, airport, airfield or military base provided for:

- The take off or landing of aircraft and for the movement or storage of aircraft on the surface;
- Aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas

Exceeding the agreed mileage

If the miles driven by a **vehicle** or a **covered vehicle** exceed the **agreed mileage** shown in your **policy schedule**, **we** reserve the right not to cover any loss or damages.

Theft

We do not cover any loss or damages caused by theft or attempted theft if:

- A **vehicle** or a **covered vehicle** is left unlocked where locks have been fitted;
- The windows of a **vehicle** or **covered vehicle** are left open where windows are fitted;
- The keys are left in or on a **vehicle** or a **covered vehicle**;

whilst a **vehicle** or a **covered vehicle** is left unattended or unoccupied at the time of a covered loss.

Deception

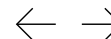
We do not cover any loss or damages to a **vehicle** or a **covered vehicle** caused by deception.

Use and driving

We do not cover any loss or damages if a **vehicle** or a **covered vehicle** is:

- Used for a purpose which is not shown on **your** Certificate of Insurance;
- Driven by or in the care of someone who is not a **driver**;
- Driven by someone who does not have a valid licence;
- Driven by someone who does not meet the conditions of their licence, except as required by road traffic laws,

but **we** do cover a **vehicle** or a **covered vehicle** whilst in the care of a garage or similar motor trade organisation for service or repair, or a hotel or restaurant for the purpose of parking. **We** also cover the **vehicle** whilst driven by a prospective buyer provided that **you** have notified **us** that **you** wish to sell the **vehicle** and **you** accompany the prospective buyer at all times whilst they are test driving the **vehicle**.



Complaints procedure

Our promise of service

Our goal is to give excellent service to all **our** customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect, **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

What you can expect if you complain

We will acknowledge **your** complaint promptly.

We aim to resolve all complaints as quickly as possible.

Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

What to do if you're unhappy

It is **our** intention to give **you** the best possible service, but if **you** are unhappy with any aspect of the handling of **your** insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting **us**. **You** can reach **us** in the following ways:

Porsche Classic Car Insurance
850 Ibis Court
Lakeside Drive
Centre Park
Warrington
WA1 1RL

Phone: 0333 043 3786

Email: customersupport@insurewithporsche.co.uk

Where possible, please ensure **your policy** number is quoted in all correspondence to assist a quick and efficient response.

If **you** are unhappy with the outcome of **your** complaint, **you** have the right to make an appeal to the Financial Ombudsman Service.

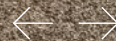
You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Phone: 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. The above complaints procedure does not affect **your** right to take legal action.



UK and European breakdown and accident assistance cover

European Motor Assistance Cover only applies to **your policy** if shown in **your policy schedule**. This cover part is administered by legal expenses and assistance service experts ARAG plc and is underwritten by HDI Global Specialty SE.

Rescue services are provided by **Call Assist** Limited, specialists in providing vehicle **breakdown** assistance throughout the UK and Europe.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

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

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).

FCA registration can be checked by visiting the FCA website at www.fca.org.uk/ register or by contacting the FCA on 0845 606 1234.

Call Assist Limited is registered in England and Wales, number 3668383 and their registered office is at Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

This part of **your policy** provides motor **breakdown** and accident assistance within the **territorial limits** unless stated otherwise in **your policy** or an exclusion applies.

Definitions

The following words used in this cover part have the meaning defined here. Throughout this UK and European breakdown and accident assistance cover section, these defined terms will be bold.

Breakdown means:

- An electrical or mechanical failure, lack of fuel, flat battery or puncture or
- Damage caused by a collision or act of vandalism which immobilises the **covered vehicle** or makes it unsafe to drive.

Call Assist means **Call Assist** Limited, the service provider under this cover part.

Covered person means any permitted user legally entitled to drive in accordance with the Certificate of Insurance.

Covered vehicle means **covered vehicles** including an attached caravan/trailer which is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length.

Insurer means HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

Recovery operator means the independent technician **Call Assist** appoints to attend the **breakdown**.

Suitable garage means a qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken.

Services provided

If a **covered vehicle** suffers a **breakdown** within the **territorial limits** and during the **policy period**, **Call Assist** will rescue the **covered person** as described in this cover part. The **insurer** will pay costs incurred.

Section 5

UK breakdown and accident assistance cover

Roadside assistance, home start and recovery

Call Assist will send help to the scene of the **breakdown** (including at **your** home) and the **insurer** will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside or recover the **covered vehicle**.

If, in the opinion of **Call Assist's recovery operator**, it is not possible to repair the **covered vehicle** at the roadside within one hour:

- a) **Call Assist** will arrange for the **covered vehicle**, **covered person** and up to 7 passengers to be recovered to the nearest **suitable garage** able to undertake the repair, or
- b) If the above is not possible at the time or the repair cannot be made within the same working day **Call Assist** will arrange for the **covered vehicle**, **covered person** and up to 7 passengers to be transported to **your** home or if the **covered person** would prefer and it is closer, the **covered person's** original destination within the United Kingdom.

The **insurer** will pay the reasonable cost of assistance provided that the recovery is made at the same time as the initial call-out otherwise the **covered person** will have to pay for subsequent call-out charges.

If the **covered vehicle** requires recovery, the **covered person** must immediately inform **Call Assist** of the address the **covered person** would like the **covered vehicle** taken to. Once the **covered vehicle** has been delivered to that address, the **covered vehicle** will be left at the **covered person's** own risk.

Alternative travel

If the **covered vehicle** cannot be repaired locally on the same day or within a period agreed between the **covered person** and **Call Assist** and is at least 20 miles away from **your** home or if the **covered vehicle** is stolen; to allow the **covered person** to complete the **covered person's** original journey, the **insurer** will pay:

- a) Up to £250 towards the cost of alternative transport or
- b) For the use of a hire vehicle up to 1600cc

Whilst the **covered vehicle** remains unroadworthy. The **insurer** will pay up to £150 towards the costs of alternative transport for one person to return and collect the repaired **covered vehicle**.

Emergency overnight accommodation

Where alternative travel (described above) would have been available to the **covered person**, but it is more practical or cost effective to provide emergency accommodation for a single night, the **insurer** will pay up to £150 for a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for the **covered person** and up to 7 passengers whilst the **covered vehicle** is being repaired. The **insurer** will not pay more than £500 for each claim under this Emergency overnight accommodation section.

Conditions for Alternative travel and Emergency overnight accommodation covers above:

- The **covered vehicle** must be repaired at the nearest **suitable garage** to the **breakdown** location
- Where available these services will be offered on a pay/claim basis, which means that the **covered person** must pay initially and the **insurer** will reimburse the **covered person** when we are in receipt of a valid invoice/receipt
- Before arranging these services, authorisation must be obtained from **Call Assist**

Misfuelling

If the **covered vehicle**'s fuel tank is filled with the incorrect type of fuel, it may be necessary to carry out a drain and flush of the **covered vehicle**'s fuel tank at the roadside if possible or at a **suitable garage** where this is not possible.

Occasionally misfuelling a **covered vehicle** can cause extensive damage which a fuel drain and flush will not rectify. If the **covered person** prefers for the fuel drain and flush to be carried out by the **covered person's** preferred repairer, **Call Assist** will arrange for the **covered vehicle**, the **covered person** and up to 7 passengers to be recovered to a repairer of the **covered person's** choice within 10 miles of the **breakdown**. The **covered person** must pay initially and the **insurer** will reimburse the **covered person** when **we** are in receipt of a valid invoice/receipt.

The most the **insurer** will pay more is the cost of 10 litres of correct fuel and no than £250 in total for each claim under Misfuelling.

Message service

At the **covered person's** request **Call Assist** can pass on two messages to the **covered person's** home address or place of work to let others know of the **breakdown**.

Home assist

Your covered vehicle will be covered at **your** home or within a one mile radius of **your** home. If **your covered vehicle** cannot be repaired at **your** home, **Call Assist** will arrange for the **covered person** and **your covered vehicle** to be recovered to the nearest **suitable garage**. The recovery must take place at the same time as the initial call-out.

Keys

If the **covered person** locks their **covered vehicle** keys within the **covered vehicle** and is unable to obtain a spare set on the same day, the **insurer** will pay the call-out fee for a **recovery operator** who will attempt to retrieve the key where this is possible.

If **Call Assist** is unable to retrieve **your** key it is often possible to provide a replacement key at the scene. The **covered person** will have to pay for the replacement key.

If it is not possible to retrieve a locked-in key or if the **covered person** has lost or broken their key and are unable to obtain a replacement key at the scene; if the **covered person** is away from home the **insurer** will pay the mileage charges to a place where **your covered vehicle** can be stored securely, or **your** home if it is nearer.

Section 6

European breakdown and accident assistance cover

Roadside assistance

Call Assist will send help to the scene of the **covered vehicle breakdown** within the **territorial limits** (other than the United Kingdom) and the **insurer** will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside if this is possible within 60 minutes. Due to differing national standards and infrastructures abroad, assistance may take longer to arrive.

Recovery

If, in the opinion of **Call Assist**, they are unable to repair the **covered vehicle** within 60 minutes at the roadside **we** will arrange and pay for the **covered vehicle**, the **covered person** and up to 7 passengers to be recovered to the nearest **suitable garage** able to undertake the repair.

Shipping of spare parts

Where it is efficient and cost-effective to do so, the **insurer** will pay up to £150 towards the cost of shipping of spare parts to the **suitable garage**. The **covered person** will be responsible for the cost of the spare parts and **we** will only organise shipping once the **covered person** has confirmed the spare parts have been paid for.

Alternative travel abroad

If **your covered vehicle** cannot be repaired locally on the same day or within a period agreed between the **covered person** and **our** operator or if the **covered vehicle** is stolen, the **insurer** will pay:

- a) Up to £500 towards the cost of alternative transport or
- b) For the use of a hire vehicle up to 1,600cc

Whilst the **covered vehicle** remains unroadworthy. The **insurer** will pay up to £200 towards of alternative transport for two people to return and collect the repaired **covered vehicle**.

Conditions for Shipping of spare parts and Alternative travel abroad covers above:

- The **covered vehicle** must be repaired at the nearest **suitable garage** to the **breakdown** location
- Where available these services will be offered on a pay/claim basis, which means that the **covered person** must pay initially and the **insurer** will reimburse the **covered person** when **we** are in receipt of a valid invoice/receipt
- Before arranging these services, authorisation must be obtained from **Call Assist**

Emergency overnight accommodation abroad

Where alternative travel (described above) would have been available to the **covered person**, but it is more practical or cost effective to provide emergency accommodation for a single night, the **insurer** will pay up to £150 for a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for the **covered person** and up to 7 passengers whilst the **covered vehicle** is being repaired. The **insurer** will not pay more than £1,000 for each claim under this Emergency overnight accommodation abroad section.

Repatriation service

If the **covered vehicle** cannot be repaired within 48 hours of the original **breakdown** or by the **covered person's** intended return, whichever is due to occur later, **we** will arrange and pay for the **covered vehicle**, the **covered person** and up to 7 passengers to be transported either to **your** home, or if the **covered person** would prefer and it is closer, the **covered person's** original destination within the **territorial limits**.

We will need to know details of the **covered person's** itinerary and if requested proof of both the **covered person's** outbound and inbound travel dates must be provided to validate the **covered person's** claim.

At all times please ensure the **covered person** carries their driving licence and V5C registration document (logbook) with them during their journey. Due to local regulations and customs, the **covered person** may be required to provide copies of their driving licence or V5C registration document. The **covered person** will be held liable for any costs incurred if copies of their driving licence or V5C registration document are not immediately available.

Conditions applying to Section 5 and Section 6

Responsibilities of the covered person

The **covered person** must remain with or nearby the **covered vehicle** until help arrives.

If the **covered vehicle** cannot be repaired at the roadside, the **covered person** must accept the assistance being provided:

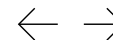
- If the **covered vehicle** is recovered to a **suitable garage**, and it can be repaired the **covered person** must have adequate funds to pay for the repair including replacement parts immediately,
- Where a repair is not possible the same working day and it becomes necessary to make alternative transport arrangements the **covered person** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately

If the **covered person** does not have funds available, any further assistance will be denied.

Repairs undertaken at the **recovery operator's** premises are provided under a separate contract, which is between the **covered person** and the **recovery operator**.

If the **covered vehicle** is beyond economical repair **we** have the right to offer the market value of the **covered vehicle** to the **covered person** and pay for alternative transport home or if the **covered person** would prefer and it is closer to the **covered person's** intended destination.

Call Assist reserves the right to recover the immobilised **covered vehicle** in accordance with and subject to any legislation, which affects drivers' working hours.



Our rights

If the **covered person** cancels a call out and a **recovery operator** has already been dispatched, **you** will lose a call out from **your policy**.

If a **covered person** uses the service and the claim and/or fault is subsequently found not to be covered by this **policy**, the **insurer** reserves the right to reclaim any costs that have been incurred from **you**.

The transportation of pets and livestock (including dogs) will be at the discretion of the **recovery operator**.

Exclusions to Section 5 and Section 6

In addition to the **policy** exclusions, the following exclusions apply to this cover part of **your policy**.

The cost of:

- Any parts, components or materials used to repair the **covered vehicle**
- Labour other than labour at the scene of the **breakdown** or a claim for misfuelling
- Additional charges incurred as a result of any aftermarket modification to the **covered vehicle**
- Vehicle storage, expenses or charges of any other company (including police recovery) not authorised by **Call Assist**, or where a **covered person** arranges for recovery or repairs by other means
- Fuel, oil or insurance for a hire vehicle service if **you** already owe **Call Assist** money.

Failure by the **covered person** to comply with requests of **Call Assist** or their **recovery operators** concerning the assistance being provided.

Subsequent call outs for any symptoms related to a claim which has been made within the last 28 days, unless the **covered vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by **Call Assist's recovery operator** or is in transit to a pre-booked appointment at a **suitable garage**.

Breakdown caused by failure to maintain the **covered vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.

More than six call outs in the same **policy period**.

Specialist equipment, additional manpower and/or recovery vehicles or a recovery further than 10 miles from the scene of the **breakdown**; if the **covered vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.

The **covered vehicle** being used for rallies, racing, rental, hire, public hire, private hire, courier services or any contest or practice for any of these activities.

The cost of recovery from a European motorway exceeding £150.

For European cover only, any trip which was planned to or subsequently finishes outside the **policy period**.

Costs incurred in addition to a standard call-out where service cannot be undertaken at the roadside because the **covered vehicle** is not carrying a serviceable spare wheel, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels.

Assistance following any intentional or wilful damage caused by the **covered person** to the **covered vehicle**.

Claims caused by overloading of the **covered vehicle** or carrying more passengers than it is designed to carry.

Damage to the **covered vehicle** or its **contents** whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided.

Owned Property

We do not cover any person for damages to property owned or being transported by that person.

Other Property

We do not cover any person for damages to property rented to, used by, or in the care of that person. This exclusion does not apply to a residence or private garage; or to private vehicles, vans, or trailers not owned by, furnished to, or available for the regular use of **you** or a **family member**.

Terrorism

Notwithstanding any provision to the contrary within **your policy** or any **endorsement** thereto we do not cover any loss or damages, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Except in so far as is necessary to comply with the Road Traffic Act.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with an organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

We also exclude loss, damages, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

Please also refer to the **Policy** conditions and **Policy** exclusions parts of **Your Porsche Classic Car Insurance policy**.

How we handle complaints

Step 1

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

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

Phone: 0117 917 1561

Hours of operation are 9am – 5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded.

Email: customerrelations@arag.co.uk

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

Step 2

If we are not able to resolve the complaint to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted using the details below:

Phone: 0800 0234 567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

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



The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

The FOS's decision is binding upon the **insurer**, but **you** are free to reject it without affecting **your** legal rights.



Section 7

Legal expenses cover

This insurance is arranged by Lawshield UK Limited whose registered office is at Lawshield House, 850 Ibis Court, Warrington, Cheshire, WA1 1RL and underwritten by AmTrust Europe Limited whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG.

Lawshield UK Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 306793.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference No. 202189. AmTrust Europe Limited is registered in England and Wales under number **01229676**.

You can check **our** details and those of the **insurer** on the Financial Services Register: register.fca.org.uk

In return for the payment of **your premium** the **insurer** will provide the insurance detailed in this policy document during the **period of insurance**, subject to the terms, conditions and limitations shown below. If there are any changes to the policy terms and conditions **you** will be notified of these before the relevant renewal date.

Definitions

The words or phrases in this cover part have the meanings shown below. Throughout this legal expenses cover section, these defined terms will be bold.

Claims adjuster - Any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by **us** to act for **you**.

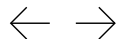
Geographical limits - The United Kingdom, the Isle of Man and the Channel Islands, the European Union, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

Insured incident - A road traffic accident for which **you** are not at fault (excluding claims for theft or fire) occurring within the **period of insurance** and **geographical limits** which results in:

- a) Loss or damage to the **insured vehicle** including any attached trailer.
- b) Loss or damage to any personal property owned by **you** whilst the property is in/on or attached to the **insured vehicle**.
- c) The death of or injury to **you** whilst in or getting into or out of the **insured vehicle**.
- d) Any other uninsured losses.

Insured vehicle - Any vehicle owned by, hired or leased to **you** and covered by **your motor policy** along with any other vehicle attached and being towed by the **insured vehicle**.

Insurer(s) – Amtrust Europe Limited.



Legal costs and expenses

- a) Fees, costs and disbursements reasonably incurred by us, any **claims adjuster, solicitor**, or other appropriately qualified person appointed to act for **you** with our consent.
- b) The costs of any civil proceedings incurred by an opponent awarded against **you** by order of a court or which we have agreed to pay.

Where **solicitors** costs are payable by **us**, these will be chargeable on the **standard basis** as defined by the Civil Procedure Rules, or in accordance with the Fixed Recoverable Costs scheme if appropriate and would be limited to £125.00 including VAT per hour **solicitors** time, and £12.50 including VAT for each letter sent out.

Explanatory note: The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The rules set out how legal fees are calculated for these cases.

Limit of indemnity – the maximum sum payable by the **insurer**:

- a) Section 1 personal Injury and Uninsured Loss Recovery: £100,000 for all **insured incidents** which are related in time or by cause. This includes **legal costs and expenses** of both **you** and any opponents where **you** are liable to pay them.
- b) Section 2 Motor Prosecution Defence: £10,000.

Motor policy - The motor insurance policy with which this insurance is issued.

Period of insurance - This is the length of time covered by this insurance, as shown on **your policy schedule** and any extra period which **we** accept **your premium** for.

Premium - The amount agreed by and payable to the **insurers**.

Prospects of success - Reasonable prospects are considered to be 51% or better chance of success.

Solicitor - The solicitor, firm of **solicitors** or other appropriately qualified person, firm or company appointed to act for **you**.

Standard basis - The assessment of costs which are proportionate to **your** claim.

We, us, our - Lawshield Uk Limited on behalf of AmTrust Europe Limited.

You, your - Any person domiciled in the United Kingdom who at the time of the **insured incident** has a current policy certificate issued by **us** or issuing intermediary and who has paid the appropriate premium, being the authorised driver of the main or towing vehicle and any other person who is entitled to drive the **insured vehicle** under **your motor policy**.

What is covered

Section 1: Personal injury & uninsured loss recovery

We will pay the **legal costs and expenses** for legal proceedings started on **you** behalf during the **period of insurance** and in connection with the following:

- a) The costs of pursuing civil claims arising from an **insured incident** relating to the use of the insured vehicle which results directly in **you** death or personal injury and/or any other uninsured losses **you** incur.
- b) The first £65.00 of hire charges incurred by **you** inclusive of VAT, if the insured vehicle is rendered immobile as a result of an **insured incident**.
- c) Recovery charges up to £100.00 including VAT, if the insured vehicle is rendered immobile as the result of an **insured incident** and has to be recovered to a place of safety.
- d) Accommodation charges up to a maximum of £65.00 including VAT following an **insured incident** which renders the insured vehicle immobile and leaves **you** stranded more than 50 miles away from **you** normal place of residence or intended destination.

If **you** are not awarded any costs or compensation **we** will pay all **legal costs and expenses** up to the limit under this section. If **you** are awarded costs, **you** must use these to repay the amount **we** have paid out on **you** behalf in connection with the proceedings but if the **legal costs and expenses** are greater than the amount **you** are awarded for those costs and expenses, **we** will pay the extra amount (up to the limit under this section).

Section 2: Motor prosecution defence

We will pay up to £10,000 in defending **your** legal rights, including an appeal against conviction or sentence, after an event which gives rise to a criminal prosecution against **you** for a motoring offence which arises in the **geographical limits** as a result of **you** owning or using the **insured vehicle** where:

- a) The date when the motoring offence occurred or is alleged to have occurred is within the **period of insurance**.
- b) **You** are facing suspension or disqualification of **your** driving licence, and
- c) There are **prospects of success** to secure a not guilty verdict.

What is not covered – applying to Section 1 and Section 2 above

We will not pay **legal costs and expenses** for legal proceedings in the following circumstances:

- a) Claims where there are no **prospects of success**. **We** will continue to assess whether **prospects of success** exist throughout **your** claim and if at any time **we** consider **your** claim no longer has **prospects of success** and/or an alternative course of action is appropriate and/or under the terms and conditions of the policy the claim is not admissible, then **we** will inform **you** in writing of our decision and the reason behind that decision. Having informed **you** of this, and subject to the policy conditions, **we** may withdraw further cover for **legal costs and expenses**.
- b) Parking or obstruction offences.
- c) Where a reasonable estimate of the **legal costs and expenses** is greater than the amount in dispute other than in relation to Uninsured Loss Recovery Claims.
- d) If **we** have not agreed to the **legal costs and expenses** in advance or before **we** have accepted the claim in writing.
- e) Claims arising from any deliberate or criminal act or omission by **you**.



- f) Claims which relate to fines and penalties awarded against **you** by a criminal court.
- g) Claims arising from driving under the influence of alcohol or drugs.
- h) Incidents involving an insured vehicle owned or driven by **you**, where **you** were not in possession of a valid driving licence or the insured vehicle was not covered by a valid test certificate where appropriate or was not in a road-worthy condition. For claims under What is **covered** Section 2: Motor Prosecution Defence **your** driving licence must have no more than 9 points on it at the date when the motoring offence occurred or is alleged to have occurred.
- i) The use of motor vehicles by or on behalf of **you** for racing, rallies, competitions or trials of any kind.
- j) If **we** are not told about the claim within 180 days of the event which caused it.
- k) Claims arising from an **insured incident** that occurs outside the **geographical limits** except enforcement of a judgement obtained from a court within the **geographical limits** with our prior approval against a defendant who resides outside the jurisdiction of the court making the order.
- l) 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.
- m) Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- n) Any direct or indirect consequence of:
 - 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 or other comparable reaction or radioactive force or matter.

- o) Any consequence, howsoever caused, including but not limited to Computer Virus, of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

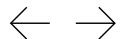
For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form usable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions 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.

- p) **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

We will not pay for the following:

- a) Travelling expenses or compensation for being off work.
- b) **Legal costs and expenses** if **you** withdraw from legal proceedings without our agreement.
- c) **Legal costs and expenses** which are covered under a more specific insurance or if a claim has been refused by another insurance company.
- d) **Legal costs and expenses** where fixed recoverable costs have already been recovered by the **solicitor**.



Making a claim

To make a claim, **you** can contact **us** by:

Phone: 0333 043 3787

Address:

The Claims Department
Lawshield UK Limited
1210 Centre Park Square
Lakeside Drive
Centre Park
Warrington
WA1 1RU

Fax: 0333 043 3798

Email: claims@lawshield-uk.com

You should not send **us** any documents until **we** ask for them.

If **we** decide that a reasonable settlement is unlikely, or **your** interest would be better served by another course of action, **we** will let **you** know.

We will not pay for any **legal costs and expenses** until **we** have accepted the claim in writing.

Conditions applying to Section 7

- 1) **You** must:
 - a) Tell **us** in writing as soon as possible when a claim or possible claim happens.
 - b) Give **us** any information and evidence **we** need (**you** will have to pay any costs involved in this). **You** must not do anything to affect **your** case.
 - c) Tell **us** about any other legal expense insurance **you** have which may cover the same loss.
 - d) Co-operate fully with **us**, the **claims adjuster** or the **solicitor**.
 - e) Have a valid motor policy for the **insured vehicle** in force at the time of any **insured incident**.
- 2) Choice of solicitor
 - a) Before legal proceedings are issued **we** will appoint a **solicitor** from **our** panel to act on **your** behalf to prosecute, defend or settle any claim **we** accept under the terms of this policy.
 - b) If legal proceedings need to be issued, **you** do not have to accept the **solicitor we** have chosen. **You** must send **us** in writing the full name and address of a **solicitor** who **you** want to act for **you**.
 - c) In choosing **your solicitor**, **you** must try and keep the cost of any legal proceedings as low as possible.
 - d) If **you** cannot agree a suitable **solicitor** with **us**, **you** can refer **your** choice of **solicitor** to arbitration in line with the conditions of this policy. If there is a dispute about the choice of **solicitor**, **we** will appoint a **solicitor** to act on **your** behalf to protect **your** interests whilst arbitration takes place.
 - e) If **we** are insuring two or more people for one claim, **you** may choose **solicitors**. **You** must send their name and address to **us** before **we** agree to pay any **legal costs and expenses**.
 - f) Before **we** accept **your** choice of a **solicitor**, or if **you** fail to choose a **solicitor**, **we** will be entitled to instruct a **solicitor** on **your** behalf.



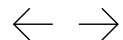
3) Representation

- a) **We** can take over, and carry out in **your** name, action to take or defend any claims and **we** will have complete control over how legal proceedings are carried out.
- b) Legal costs and expenses payable are to be in no way affected by any agreement, undertaking or promise made or given by **you** to the **solicitor**, witness expert or any **claims adjuster**.
- c) **We** shall have direct access to the **solicitor** at all times and **you** must keep **us** fully informed of all material developments during **your** claim. If **we** ask **you** must instruct the **solicitor** to produce to **us** any documents, information or advice in their possession and **you** must give the **solicitor** any other instructions relating to the conduct of **your** claim as **we** may require.
- d) Our written consent must be obtained prior to:
 - i. The instruction of Counsel to appear before a Court (or tribunal) before which a solicitor has a right of audience;
 - ii. The instruction of Queen's Counsel;
 - iii. The incurring of unusual experts fees or unusual disbursements;The making of an Appeal.
- e) If for any reason the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** claim from the **solicitor**, **we** will not pay any further **legal costs and expenses** unless **we** agree to the appointment of an alternative **solicitor** in accordance with the terms and conditions of this policy. **We** will not pay any additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.
- f) If **you** unreasonably withdraw from a claim without **our** prior agreement, then the **legal costs and expenses** will become **your** responsibility and **we** will be entitled to be reimbursed by **you** for any costs paid or incurred during the course of the claim. This includes any **legal costs and expenses** that **we** consider **you** are obliged to pay solely because **you** withdrew from the claim.
- g) This insurance does not cover an Appeal unless **we** are notified in writing by **you** no later than six working days before the time for making an

Appeal expires and **we** consider that there are prospects of success of such an Appeal succeeding.

4) Part 36 offers

- a) **You** or the **solicitor** must inform **us** immediately in writing of any Part 36 offer under the Civil Procedure Rules made with a view to settling the claim. No agreement is to be made to settle the claim on the basis of both sides paying their own costs without **our** prior approval.
- b) If **you** or the **solicitor** fail to tell **us** of any Part 36 offer, then **you** will be responsible to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, and **we** may deduct this amount from any payment **we** make under this section.
- c) If **you** do not accept a Part 36 offer and **you** do not subsequently achieve a higher award of compensation then **we** will not pay any further **legal costs and expenses** or opponent's costs unless **we** were notified of the Part 36 offer and agreed to continue the proceedings.
- d) **We** will not unreasonably withhold **our** agreement to continue proceedings however **we** will have the right to ask **you** to instruct the **solicitor** to obtain counsel's opinion on the merits of the claim, defence, any Part 36 offer made by an opponent or proposed by **you**, or whether there are grounds for continuing the proceedings before **we** agree to continue with **your** claim.



5) Costs and recovery

- a) At **our** request, **you** must instruct the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
- b) **You** must take all reasonable steps to recover **legal costs and expenses** payable under this policy from **your** opponent and pay any recovered **legal costs and expenses** to **us**.
- c) **We** can take proceedings in **your** name (at **our** own expense and for **our** own benefit) to recover from anyone else, any payment **we** have made under this insurance.

6) Arbitration

- a) If there is a dispute between **you** and **us** over the presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings then at **your** written request the dispute will be referred to an arbitrator, who shall be a **solicitor** or Counsel that **you** and **we** agree on. If there is no agreement on the choice of arbitrator one will be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their dispute as required by the arbitrator whose decision will be final and binding. All costs of resolving the dispute shall be met in full by the party against whom the decision is made, or as decided by the arbitrator.
- b) If there is a disagreement over the amount **we owe you**, **we** will pass the matter to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

7) Choice of law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

8) Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact **your** administrator/agent within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later and **your** administrator/agent will then refund **your premium** in full.

If **you** wish to cancel **your** policy after 14 days, **you** will be entitled to a pro-rata return of **premium**.

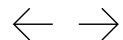
No refund will be payable if any claims have been made or are pending.

We shall not be bound to accept renewal of any insurance and may at any time cancel this insurance 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) Where **we** reasonably suspect fraud
- b) Non-payment of **premium**
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **your** administrator/agent asked.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any **premiums you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or the deliberate failure to provide complete and accurate information, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **your** administrator/agent with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the **premium**.



9) Contribution

If **you** have other insurance against liability or loss covered by this policy, **we** will not be liable for a greater proportion of such liability or loss than the applicable limit of liability bears to the total applicable limit of liability of all collectible insurance against such liability or loss.

10) Fraud and disclosure of information

- a) **You** must not act in a fraudulent way. If **you** or anyone acting for **you**:
- i) Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
 - ii) Fails to reveal or hides a fact likely to influence the cover **we** provide;
 - iii) Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
 - iv) Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
 - v) Makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
 - vi) Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
 - vii) If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any **premium** to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against **you** and inform the appropriate authorities.

- b) When **you** apply for, make changes or renew **your** policy **you** must take reasonable care to:

- i) Supply accurate and complete answers to all the questions **you** are asked;
- ii) To make sure that all information **you** supply is true and correct;
- iii) Tell **your** administrator/agent as soon as possible if any of the information **you** have provided is inaccurate or has changed.

If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **your** policy is cancelled because of fraud or failure to disclose information, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

Complaints procedure

It is **our** 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 in the first instance contact **our** Managing Director. The contact details are:

The Managing Director
Lawshield UK Limited
1210 Centre Park Square
Lakeside Drive
Centre Park
Warrington
WA1 1RU

Tel: 0800 731 3942

Fax: 01925 428357

Email: customerrelations@Lawshield-uk.com

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity with a turnover of less than £6.5 million (or its equivalent in any other currency) and which either:

- a) Employs fewer than 50 persons, or
- b) Has a balance sheet total of less than £5 million (or its equivalent in any other currency).

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

Financial Services Compensation Scheme (FSCS)

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim.

Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

You may also contact the FSCS:

Freephone number 0800 678 1100 or 020 7741 4100 or **you** can write to:

Financial Services Compensation Scheme
P O Box 300
Mitcheldean
GL17 1DY



AmTrust Europe Limited privacy notice

Data protection

AmTrust Europe Limited (the Data Controller) are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit **our** website at www.amtrusteurope.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 any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, 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 safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

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 bureaux, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

International transfers of data

We may transfer **your** personal data to destinations outside the European Economic Area ("EEA"). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

Your rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

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, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.





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