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Welcome

Your Porsche Car is a cherished possession. So make sure it is fully protected by the people who understand your needs better than anyone – Porsche.

Our exclusive Porsche 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 in mind.
- With our agreed value cover you will always receive the full sum insured with no excess, not a depreciated 'market value'.
- If the value of your Porsche has increased since the value was agreed, with our extended replacement cover you will receive up to 150% of the agreed value. See Section 1 on page 17 for more information.
- 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 Car Insurance gives you access to a network of Porsche Recommended Repairers with highly trained technicians, and Porsche Genuine Parts and Paints, to make sure of the very best protection and attention to detail.

This policy document lays out the full scope of cover, so please take the time to read it through.

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 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 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 lbis Court, Lakeside Drive, Centre Park, Warrington, WA1 1RL). Lawshield UK Limited is authorised and regulated by the FCA, registration number 306793.

Porsche Car Insurance is underwritten by Chubb European Group SE.

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. UK Establishment address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

Authorisation can be found on the Financial Conduct Authority website (FS Register number 820988).

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 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 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 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.

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.





Frequently asked questions

Why do you use an agreed value for Porsche Car Insurance?

At Porsche Insurance we understand that many Porsche cars have unique values and sell in individual markets. To make the claims experience easier for all customers we agree a value for each car up front when you purchase a policy, and then again at each renewal, so that there are no surprises at the point of claim.

Coupled with our extended replacement cover this means that in the event of a total loss, Porsche Car Insurance customers will always (subject to the conditions below) receive a payment sufficient to purchase another Porsche of the same model, age and condition.

What if my car has increased in value, and is worth more than the agreed value at the time of an incident?

Your Porsche Car Insurance policy includes extended replacement cover.

lf:

- The cost of replacing your car shown in your policy schedule exceeds the sum insured for your car, which is the subject of the claim;
- Your car shown in your policy schedule is less than 15 years old; and
- The sum insured for your car shown in your policy schedule is less than £500,000.

we will pay the cost of replacing your car shown in your policy schedule with a **Porsche car** of the same model, specification, mileage and age, and in the same condition as your car immediately prior to the covered loss, up to 150% of the sum insured shown in your policy schedule for your car, which is the subject of the claim.

Electric cars

Is my electric car's battery covered?

Damage to **your car's** battery is covered should it be damaged as a result of an insured incident, such as an accident, vandalism, or theft damage. Cover applies whether **your** battery is owned or leased.

Are my electric car's charging cables covered?

Charging cables and **your** home charger are considered an accessory to **your car**, which means they are covered for accidental damage, fire and theft. **You** are also covered for any accidents involving any charging cables when they are attached to **your car** (for example, someone tripping over the charging cable), as long as **you** have taken reasonable steps to prevent such an accident.

What if there is a prolonged power cut at my house and my car has low charge?

If due to storm or flood **your** home is without power, and **you** are unable to charge **your** electric car for a period in excess of 24 hours, **we** will reimburse **you** up to £1,000 for the reasonable cost **you** incurred to purchase a **generator system**.

No claims history

Why do you not use No Claims Discount?

At Porsche Insurance **we** prefer to use the information that **you** provide to **us**, and **our** extensive experience, to give **you** the best prices for **our** specialist Porsche cover, rather than rely on no claims discounts. **You** can rest assured that **we** take into account **your** whole driving experience when pricing **your** Porsche Car Insurance **policy**.



How does no claims history work?

We are aware that in the event you wish to obtain cover with another provider, they will require a proof of no claims history in order for them to apply a no claims discount (NCD). We calculate your no claims history in order that you can use this to provide another insurer with a statement of no claims years, made against your policy.

If no claims are made against **your policy**, **your** no claims history will be increased by one year at the renewal date. However, if a claim is made against **your policy**, we may reduce **your** no claims history years.

No claims history at the start of each period of insurance:	No claims history at the next renewal date following:		
	1 claim	2 claims	3+ claims
0 years	Nil	Nil	Nil
1 year	Nil	Nil	Nil
2 years	Nil	Nil	Nil
3 years	1 year	Nil	Nil
4 years	2 years	Nil	Nil
5, 6, 7, 8 or 9 years	3 years	1 year	Nil

Can I protect my no claims history?

If you are eligible, you will be able to protect your no claims history. This will be subject to payment of an additional premium. For more information please refer to **your policy schedule**.

Does this policy cover my car for track days?

This **policy** does not provide any cover for track days. However, **we** can consider providing cover for organised track days, including attending the Porsche Experience Centre, for Porsche Car Insurance **policyholders** on request. Please contact **us** if you are planning to attend a track day.



Your Porsche 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 14, 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 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 35.



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.

Data protection notice

We use personal information which you supply to us in order to write and administer this policy, including any claims arising from it. This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring or to a claim you are reporting.

The underwriter of Porsche Car Insurance, Chubb, **are** part of a global group, and **your** personal information may be shared with Chubb's group companies in other countries, as required to provide **your policy** or to store **your** information. **We** also use a number of service providers, including a credit reference agency, who will also have access to **your** personal information subject to **our** instructions and control. The agency records **our** enquiries but **your** credit rating is not affected.

You have a number of rights in relation to **your** personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how **we** use **your** personal information. For more information, **we** strongly recommend **you** read Chubb's user-friendly Master Privacy Policy, available here: https://www2.chubb.com/uk-en/footer/privacy-policy.aspx. **You** can ask **us** for a paper copy of the Privacy Policy at any time, by contacting **us** at dataprotectionoffice.europe@chubb.com

Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew your policy. Please contact us immediately to let us know if there are any changes to the information set out in the application and/or statement of fact document, certificate of insurance or on your policy schedule. You must also contact us immediately to let us know about the following changes:

- A change to the people insured, or to be insured
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured. or to be insured
- Criminal convictions for any of the people insured, or to be insured
- A change of vehicle
- · Any vehicle modifications
- Any change affecting ownership of the vehicle
- · Any change in the way that the vehicle is used



If you are in any doubt, please contact us.

When **we** are informed of a change, **we** will tell **you** if this affects **your policy**, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your policy**.

If the information provided by **you** is not complete and accurate:

- We may cancel your policy and refuse to pay any claim; or
- We may not pay any claim in full; or
- We may revise the premium and/or change the compulsory excess; or
- The extent of the cover may be affected.

Thank you for choosing Porsche Insurance to provide your Porsche 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.

Accessories means parts of **your car** which are not directly related to how it works as a **car**. This includes electric charging cables and the charger installed at your home, audio equipment, multimedia equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems.

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

Agreed value means the amount of cover for your car 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.

Certificate of insurance means the current document that proves you have the motor insurance required by the Road Traffic Acts to use your car on a road or other public place. It shows who can drive your car, and what you can use it for

and whether **you** are allowed to drive other cars. The **certificate of insurance** does not show the cover provided.

Clause means changes in the terms of your policy. These are shown in your policy schedule.

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

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**.

Excess means the amount you must pay towards any claim.

Fire means fire, self-ignition, lightning and explosion.

Green Card means a document required by certain non-EU countries to provide proof of the minimum compulsory insurance cover required by law to drive in that country.

Hazardous locations means:

- Power stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- Ministry of Defence premises Military bases
- Rail trackside
- Any other rail property to which the public do not have lawful access

Ignition keys means any key, device or code used to secure, gain access to and enable your car to be started and driven.



Loss of any limb means severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

Personal belongings means personal property within **your car**. This includes portable audio equipment, multimedia equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to your car.

Policy means your entire Porsche 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 GMT, or BST if that applies, at the mailing address shown.

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

Porsche Recommended Repairer means a facility approved by Porsche for the repair, damage assessment and/or storage of **your car**.

A Porsche Recommended Repairer must consistently maintain their compliance with the required training, tooling and equipment standards as well as adhering to the repair processes as set out by Porsche AG for the repair of its vehicles. All of the repair facilities are independently audited and continuously monitored for compliance to the Porsche Body and Paint Operating Standards by Porsche Cars Great Britain.

Repair quality means bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians) on repairs to your car by a Porsche Recommended Repairer.

Road Traffic Acts means any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Sum insured means the sum insured for your car(s) as shown in your policy schedule. You agree that we may change the sum insured when the policy is renewed to reflect current costs and values.

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**.

Theft means theft, attempted theft or taking your car without your consent.

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.

Your car 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. This also includes its accessories and spare parts, whether
 they are on or in the car, or in your locked private garage.
- Any motor vehicle loaned to you or a permitted driver shown on your certificate of insurance by a supplier we have nominated following a claim under your policy.
- Any motor vehicle loaned to you or a permitted driver shown on your certificate of insurance for up to seven days by a garage, motor engineer or vehicle repairer while the vehicle described in your policy schedule is being either serviced, repaired or having an MOT test.

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



Summary of cover

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Comprehensive vehicle cover

Section 1

Loss of or damage to your car

If your car is lost, stolen or damaged, we will:

- Pay for your car to be repaired; or
- Replace your car; or
- Pay you a cash amount equal to the loss or damage.

We will use genuine parts from the original manufacturer wherever possible, but if not available, **we** may use suitable parts or accessories from alternative suppliers.

The same cover also applies to:

 Accessories, spare parts and components for your car while these are in or on your car or while in your private garage.

The most we will pay will be the agreed value of your car, or the higher amount if the extended replacement cover clause applies, at the time of the loss. If we know that your car is still being paid for under a hire purchase or leasing agreement we will pay any claim to the owner described in that agreement. Our liability under this section will then end for that claim.

Extended replacement cover

However if:

- The cost of replacing your car shown in your policy schedule exceeds the sum insured for your car which is the subject of the claim;
- Your car shown in your policy schedule is less than 15 years old; and
- The sum insured for your car shown in your policy schedule is less than £500,000,

we will pay the cost of replacing the car shown in your policy schedule with a **Porsche car** of the same model, specification, mileage and age, and in the same condition as your car immediately prior to the covered loss, up to 150% of the sum insured shown in your policy schedule for your car which is the subject of the claim.

Vehicle recovery in the event of an accident, fire or theft

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man **we** can arrange for the protection and removal of **your car**. In the event of an incident please ring our motor claims helpline and **we** will arrange for the following:

- Someone to come out and help. If your car cannot be made roadworthy immediately it will be taken to the nearest Porsche Recommended Repairer.
- Your car can be taken to a repairer of your choice if this is nearer, but this
 may lead to delays in arranging the repairs to your car. We do not provide
 a courtesy car if you decide to use a repairer of your choice, even if the
 courtesy car option is shown in your schedule.
- Transport home or completion of journey for the driver and passengers
- The onward transmission of any messages on your behalf.
- Delivery of your car back to your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man after the repairs have been carried out.

In providing accident recovery assistance **we** will use our reasonable care and skill when providing the service. **We** can, however, cancel services or refuse to provide them if, in our opinion, the demands made are excessive, unreasonable or impractical.



Repair Guarantee

We will provide a lifetime guarantee on repair quality carried out on your car by a Porsche Recommended Repairer for as long as your car is continuously insured with us by you and maintained in a roadworthy condition.

If a valid contract of insurance is no longer held with **us**, **we** will continue to guarantee the **repair quality** carried out on **your car** by a **Porsche Recommended Repairer** for a period of three years from the date of completion of the repairs or for the remainder of the original manufacturer's warranty for **your car** if greater than three years.

All parts fitted to **your car** by a **Porsche Recommended Repairer** will be covered for two years.

Exclusion to Repair Guarantee

We will not pay for damage under the **Repair Guarantee** arising from deterioration and wear and tear or parts and component failures.

Courtesy car

A courtesy car can be provided to reduce **your** inconvenience following a claim. It is not intended to be an exact replacement for **your car**. Only persons named on the **certificate of insurance** as being entitled to drive **your car** are covered to drive the replacement courtesy car. Please note that a courtesy car cannot be provided until your claim has been accepted and cover has been confirmed

Important Information

A standard courtesy car is a small three door hatchback car with an engine size of 1 litre.

If **your car** is immobile or not roadworthy **we** aim to provide a courtesy or hire car within one working day. However if an incident occurs during a weekend or on a bank/public holiday, it may not be possible to provide a courtesy car until the following normal working day.

In order to avoid undue delays, please advise **us** during the early stages of **your** claim if an automatic transmission courtesy car is required. Automatic courtesy cars can be supplied, providing the car being repaired is an automatic

We will not be responsible for:

- The cost of fuel used
- Collection and delivery charges (if they apply)
- Any charges for fitting accessories or personal belongings
- Any excess which would have applied to your car which is temporarily replaced
- All charges and costs where the courtesy car is not returned by the end of the maximum benefit period provided for under this policy

Courtesy cars supplied under this section will be of a standard type and will not include:

- Specialised vans such as pick-up trucks, tippers or refrigerated vans, or
- Any provision for towing, or
- Any trailers or caravans.

Returning courtesy cars – the courtesy car will be supplied on the condition that it is returned to the depot which supplies it unless alternative arrangements have been made with the supplier.

If the repairer chosen is not a **Porsche Recommended Repairer**, a courtesy car will not be provided.



New car replacement

We will replace **your car** with a new Porsche of the same model and specification (if one is available in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man) if, within 12 months of **you** or **your** partner buying **your car** from new:

- Any repair cost or damage in respect of any one claim covered by your policy
 is more than 60% of your car's list price in Great Britain, Northern Ireland,
 the Channel Islands and the Isle of Man (including car tax and VAT) when
 your car was purchased, or
- Your car is stolen and not recovered.

We will only replace your car if you or your partner:

- Buy it under a hire purchase agreement or another type of agreement where ownership passes to you or your partner and the Financing company agrees, and
- Are the first registered keepers of your car, or are the second registered keepers of your car, where your car has been pre-registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by you or your partner, the mileage was less than 250 miles.

Cars sold as ex-demonstrators and 'nearly new' do not qualify for replacement under this section.

Important note: If you or your car do not meet the qualifying criteria set out for new car replacement, or you do not wish us to replace your car with a new Porsche of the same model and specification, the most we will pay is the agreed value of your car at the time of loss or damage.

Excesses

If your car is lost, stolen or damaged the excess shown in your policy schedule must be paid, no matter how the loss or damage happened.

An additional **excess** of £200 will apply as well as any other **excess** for damage claims, while the person driving **your car** is aged 21 to 24.

The \mbox{excess} applied to glass claims can be found in Section 9 - Glass, of this policy booklet.

Your excess will not apply if your car 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.

Uninsured driver promise

If the driver of **your car** is involved in an accident caused by an uninsured driver, we will refund the amount of any **excess you** have had to pay.

We must be provided with the:

- · Vehicle registration and the make/model of the other vehicle, and
- The other vehicle's driver's details.

This promise only applies where the driver of **your car** was not at fault for the accident.



Exclusions to Section 1

We will not pay for:

- Loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually
- 2) Mechanical, electrical or electronic failure, breakdown or breakage
- 3) Computer and equipment failure or malfunction
- 4) Loss or damage arising from theft while:
 - a. The ignition keys of your car have been left in or on your car
 - b. Your car has been left unattended with the engine running
- 5) Damage to tyres by braking or by punctures, cuts or bursts
- Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- 7) Loss of value following repair
- Loss or damage arising from confiscation or requisition or destruction by
 or under order of any Government or Public or Local Authority
- Loss or damage caused directly or indirectly by fire if your car is equipped for the cooking or heating of food or drink.



Your liability

We will insure **you** for all amounts which **you** may have to pay as a result of **you** being legally liable for an accident causing:

- 1) Another person's death or injury
- 2) Damage to another person's property up to a maximum amount of £20,000,000 (excluding claimant's costs and expenses and any other costs and expenses), and claimant's costs and expenses and any other costs and expenses up to £5,000,000, incurred with **our** written consent in relation to that person's property by:
 - a. Your car, including loading and unloading.
 - b. Any trailer while it is being towed by your car.

The amount payable under (2) above for damage to property is limited to £1,200,000 while **your car** is:

- · Carrying any high category hazardous goods
- Being used or driven at any hazardous locations other than in an area designated for access or parking by the general public

Driving other cars

This cover is for the policyholder only

We will insure **you** while **you** are driving any other car within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- The car does not belong to you or is not hired to you under a hire purchase agreement
- You are driving the car with the owners express consent
- You still have your car and it has not been damaged beyond cost effective repair
- You are aged 25 or above at inception or renewal of this policy
- Your certificate of insurance indicates that you can drive such a car.

Important note: The cover provided whilst **you** are driving any other car is forthird party only.

Liability of other persons driving or using your car

Cover under this section will also apply on the same basis, for the following persons:

- Any person you give permission to drive your car provided that your certificate of insurance allows that person to drive your car.
- Any passenger travelling in or getting into or out of your car.
- The employer or business partner of the person using any car for which
 cover is provided under this section while the car is being used for business
 purposes, as long as your certificate of insurance allows business use.
 This does not apply if:
 - The vehicle belongs to or is hired by such employer or business partner
 - The insured is a corporate body or firm.



Legal personal representatives

In the event of the death of anyone who is insured under this section **we** will protect his or her legal personal representatives against any liability that the deceased person had, which is covered by this section.

Legal costs

We will pay the fees and disbursements of any legal representative **we** agree to, to defend anyone **we** insure under this section, following any incident which is covered under this section:

- a. At a coroner's inquest
- b. At a fatal accident inquiry
- In any proceedings brought under the Road Traffic Acts or equivalent European Union legislation

We will not pay representation for:

- A plea of mitigation (unless the offence you are charged with carries a custodial sentence).
- b. Appeals.

Cross liability and applications of limits

Where there is more than one person or company covered within the terms of **your policy**, cover under **your policy** will apply as if each one had been issued with their own separate Chubb **policy**. However the most **we** will pay for all claims arising from one originating cause in respect of damage to another person's property will not exceed the amount shown in Section 2 – **Your** liability.

Duty of care - driving at work, legal costs

We will pay:

- Your legal fees and expenses incurred with our written consent for defending proceedings including appeals
- 2) Costs of prosecution awarded against **you** arising from any health and safety inquiry or criminal proceedings for any breach of the:
 - a. Health and Safety at Work etc. Act 1974
 - o. Health and Safety at Work (Northern Ireland) Order 1978
 - c. Corporate Manslaughter and Corporate Homicide Act 2007

We will not pay:

- Unless the proceedings relate to an actual or alleged act, omission or incident committed during the period of insurance within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and in connection with the business.
- 2) Unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of you of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts.
- 3) In respect of proceedings which result from any deliberate act or omission by **you** or any person insured.
- 4) Where cover is provided by another insurance policy.

The limits of cover in respect of such legal fees, expenses and costs are:

- a. Health and Safety at Work etc. Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 £100,000
- b. Corporate Manslaughter and Corporate Homicide Act 2007 Unlimited



Exclusions to Section 2

We will not pay for:

- Any claim if any person insured under this section does not keep to the terms, exclusions and conditions of this **policy**. The cover will also not apply if the **insured** person can claim under another policy.
- The death of, or injury to any employee of the person insured which arises out of, or in the course of, that employee's duties, unless we must provide cover under the Road Traffic Acts.
- 3) Loss or damage to property that:
 - Belongs to or is in the care of any person insured who claims under this section, or
 - b. Is being carried in your car.
- 4) Damage to any motor vehicle covered by this section.
- 5) Loss, damage, injury or death while any motor vehicle is being used on:
 - a. That part of an aerodrome or airport used for aircraft taking off or landing,
 - b. Aircraft parking areas including service roads
 - c. Ground equipment parking areas, or
 - d. Any parts of passenger terminals within the Customs examination area, unless we must provide cover under the Road Traffic Acts.
- 6) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that we must provide cover under the Road Traffic Acts:
 - a. Terrorism, which is defined as any act or acts including, but not limited to the threat of such not limited to, harm or damage by nuclear and/ or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes.

 Any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of 6 (a) and (b), where **we** must provide cover under the **Road Traffic Acts** the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a motor vehicle or motor vehicles driven or used by **you** or any **named driver**, for which cover is provided under this section, will be:

- £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause: or
- Such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.
- 7) Loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered under the **Road Traffic Acts**. For the purposes of this exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.
- 8) Death or injury of any person caused by:
 - a. Food poisoning, or
 - b. Anything harmful contained in goods supplied, or
 - c. Any harmful or incorrect treatment given at or from your car.



Injury to you or your partner

If you or your partner suffer accidental bodily injury in direct connection with your car or while getting into, out of or travelling in any other motor vehicle, not belonging to you or hired or leased to you under a hire purchase or lease agreement, we will pay £10,000 if, within three months of the accident, the injury is the sole cause of:

- Death,
- Irrecoverable loss of sight in one or both eyes or total and permanent loss
 of hearing in one or both ears,
- Loss of any limb.

The most we will pay any one person after any accident is £10,000.

The most **we** will pay any one person during any one **period of insurance** is £20.000.

If **you** or **your** partner have any other policies with **us** in respect of any other motor vehicle or motor vehicles the injured person will only be able to claim these benefits under one policy.

The cover under this section applies irrespective of fault.

Exclusions to Section 3

We will not pay for death or bodily injury arising from suicide or attempted suicide.

Section 4

Medical expenses

If **you** or any other person in **your car** is injured as a direct result of your car being involved in an accident, **we** will pay for:

The medical expenses arising in connection with that accident.
 The most we will pay for each injured person is £1000.

The cover under this section applies irrespective of fault.

Exclusions to Section 4

We will not pay for any physiotherapy treatment.



Personal belongings

We will pay you (or, at your request, the owner) for loss or damage to personal belongings caused by fire, theft or accidental means while the personal belongings are in or on your car.

The maximum amount payable for any one incident is £1000. A claim can only be made under this section when also making a valid claim which is accepted under Section 1-Loss of or damage to **your car**.

Exclusions to Section 5

We will not pay for:

- Money, stamps, tickets, documents or securities (such as share and premium bond certificates),
- Goods or samples carried in connection with any trade or business,
- Tools.

Section 6

Child seat cover

If child seat(s) are fitted in **your car** and **your car** is involved in an accident or damaged following **fire** or **theft** we will contribute up to £600 per child seat towards the cost of a replacement even if there is no apparent damage. A claim can only be made under this section when also making a valid claim which is accepted under Section 1-Loss of or damage to **your car**.

Section 7

Emergency treatment

We will reimburse any person using your car for payments made under the Road Traffic Acts for emergency medical treatment.

Vehicle recovery in the event of illness

If the permitted driver of **your car** as shown on **your certificate of insurance** is taken seriously ill requiring treatment from a qualified medical practitioner and cannot continue their journey, **we** will transport **your car** to **your** home or single address anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

A medical certificate must be produced prior to the provision of this service. A claim solely under this section will not affect **your** no claims history.

Exclusions to Section 7

We will not pay for:

- Any incident which occurs outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- Any event of illness where your car is within a quarter of a mile of your home address or place where your car is usually kept
- Any incident where your car is disabled, has suffered mechanical or electrical breakdown or failure, or is unroadworthy
- Any incident directly caused by or due to the effects of alcohol and/or drugs.



No Claims History Years

If no claim is made under **your policy** during the **period of insurance**, **we** will increase **your** no claims history years at **your** next renewal. Where a claim has been made, **we** may reduce **your** no claims history years.

If a claim is made which is not **your** fault and **we** have to make a payment, **we** will reduce **your** no claims history years unless **we** can recover all sums **we** have paid from those responsible, except where:

- The accident was not your fault and the driver who caused it was uninsured and you have provided us with:
 - The vehicle registration and the make/model of the other vehicle, and
 - The other vehicle's driver's details, or
- You have protected your no claims history as shown in your policy schedule.

If your renewal is due and investigations into a claim are still on-going, we may reduce your no claims history years. Once our investigations are complete and we have confirmed that the accident was solely the fault of another driver, we will restore your no claims history years and refund any extra premium you have paid.

We do not grant increases in no claims history years for policies running for less than twelve months. If we allow you to transfer this policy to another person, any no claims history years you have already earned will not apply to the person to whom the policy is being transferred.

We will not reduce your no claims history years where the only payments made are for:

- Emergency medical treatment under the Road Traffic Acts and vehicle recovery in the event of illness as provided under Section 7 – Emergency treatment.
- Repairing or replacing glass in your car's windscreen, sunroof or windows (or for any scratches on the bodywork caused directly by the broken glass) under Section 9 – Glass
- Replacing locks, alarms or immobilisers following your ignition keys being lost or stolen as provided under Section 12 – Replacement locks.

Third parties may claim directly against us as insurer in the event of an accident involving **your car** as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** deal with any claim subject to the terms and conditions of **your policy**. This may affect **your** no claims history years.

You are reminded of **your** responsibilities to report any accident, injury, loss or damage to **us** as soon as possible so **we** can tell **you** what to do next and help resolve any claim.



Glass

We will pay for the replacement or repair of the glass in **your car's** windscreen, sunroof or windows if it is lost or damaged or the bodywork of **your car** suffers scratching arising solely from the breakage of glass.

You must telephone our motor claims helpline on 0333 043 3786 before any work is carried out. We will direct you to a Porsche Recommended Repairer.

You will have to pay the first £75 of the cost of glass replacement. If the glass is repaired rather than replaced the **excess** will not apply.

A claim solely under this section will not affect **your** no claims history years.

Section 10

Suspending cover

Where **we** are informed that **your car** will be out of use for a continuous period of 28 days or more, and this is not the result of any loss or damage covered by this policy, all cover provided by this **policy** will be of no effect other than Section 1 – Loss of or damage to **your car**, provided **your car** is kept in a locked private garage. **We** may refund part of **your** premium for the laid-up period; **we** will pay this refund when cover begins again.

A refund of premium is not allowable under a policy where:

- The total period of cover is less than 12 months, or
- Your certificate of insurance is not returned to us or surrendered at the commencement of the laid-up period.

Exclusions to Section 10

We will not pay for:

- Loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually
- 2) Mechanical, electrical or electronic failure breakdown or breakage
- 3) Computer and equipment failure or malfunction
- 4) Loss or damage arising from theft while:
 - a. The ignition keys of your car have been left in or on your car
 - b. Your car has been left unattended with the engine running
- 5) Damage to tyres by braking or by punctures, cuts or bursts
- 6) Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- 7) Loss of value following repair
- 8) Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority
- 9) Loss or damage caused directly or indirectly by **fire** if **your car** is equipped for the cooking or heating of food or drink.



Continental use – compulsory insurance requirements

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- Any country which is a member of the European Union.
- Any country which the Commission of the European Communities is satisfied has made arrangements of Article 8 of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

In addition to this minimum cover, **your policy** provides the cover shown in **your policy schedule** in any country in the **territorial limits**, subject to:

- Your car normally being kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- Use of your car for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding three months in any one trip.

Cover includes:

- Transit between countries within the territorial limits.
- Reimbursement of any customs duty you may have to pay on your car after
 its temporary importation into any country within the territorial limits,
 subject to your liability arising as a direct result of any loss of or damage to
 your car which is covered under Section 1 Loss of or damage to your car.
- General Average contributions, Salvage, Sue and Labour charges while your car is being transported by sea between any countries within the territorial limits, provided that the loss of or damage to your car is covered under Section 1 – Loss of or damage to your car.

If you take your car abroad

All countries within the **territorial limits** have agreed that a Green Card is not necessary for cross border travel. **Your certificate of insurance** provides sufficient evidence of compliance with the laws on the minimum compulsory insurance of motor vehicles in any of these countries visited.

There is no cover for countries outside the **territorial limits**. **We** may, however, be prepared to extend cover to certain places by special request, in which case **we** will provide **you** with a Green Card and an additional premium will be required.

Section 12

Replacement locks

If your ignition keys are lost or stolen we will pay the cost of replacing the:

- Affected locks,
- Lock transmitter and central locking interface,
- Affected parts of the alarm and/or immobiliser,

provided that it can be established to **our** reasonable satisfaction that the identity or garaging address of **your car** is known to any person who may have stolen or found **your** ignition keys and, the value of the claim does not exceed the **agreed value** of **your car**.

In the event of any claim under this section, the courtesy car and hire car benefits under Section 1 – Loss of or damage to **your car**, will apply.

Your no claims history years will not be affected and no excess is applicable when making a claim under this section.



Emergency power cover

If due to storm or flood **your** home is without power, and **you** are unable to charge **your** electric car for a period in excess of 24 hours, **we** will reimburse **you** up to £1,000 for the reasonable cost **you** incurred to purchase a generator system.

Generator system means a generator that can supply backup electricity to maintain essential services for **your** house or other permanent structures when there is a loss of electrical power.



General Exclusions

General exclusions apply to the whole of your policy

We will not pay for:

- Any accident, injury, loss or damage while any vehicle that is insured under this **policy** is being:
 - a. Used otherwise than for the purposes described under the 'Limitations as to use' section of your **certificate of insurance**; or
 - Driven by, or is in the charge of any person for the purposes of being driven who, or
 - Is not described under the section of your certificate of insurance headed 'Person or classes of persons entitled to drive'; or
 - Does not have a valid and current licence to drive your car; or
 - Is not complying with the terms and conditions of the licence; or
 - Does not have the appropriate licence for the type of vehicle.

We will not withdraw this cover:

- While your car is in the custody and control of:
 - A member of the motor trade for the purposes of maintenance or repair; or
 - An employee of a hotel or restaurant or car parking service.
- If the injury, loss or damage was caused as a result of the theft of your car.
- By reason of the person driving not having a driving licence, if you had no knowledge of such deficiency.

- Any liability you have agreed to accept to the extent you would have had if that agreement did not exist.
- a. Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss,

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- Any legal liability that is directly or indirectly caused by, contributed to by or arising from:
 - lonising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - The radioactive, toxic explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - a. War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, assuming the proportions of or amounting to an uprising, military or usurped power.
 - b. Any action taken in controlling, preventing, suppressing or in any way relating to (a) above, except to the extent that it is necessary to meet the requirements of the **Road Traffic Acts**.
- 5) Any accident, injury, loss or damage if **your car** is registered outside Great Britain. Northern Ireland, the Channel Islands and the Isle of Man.
- 6) Any deliberate or reckless act, caused by you or any person entitled to drive.



General Conditions

General conditions apply to the whole of your policy

Claims procedure

- You must report any accident, injury, loss or damage to us as soon as
 possible so we can tell you what to do next and help resolve any claim.

 If you receive any contact from another party in relation to your claim,
 please re-direct this to us and we will manage it on your behalf.
 You or anyone acting on your behalf must also let us know immediately
 - **You** or anyone acting on **your** behalf must also let us know immediately if anyone insured under **this policy** is to be prosecuted as a result of an incident or if there is to be an inquest or a fatal accident inquiry.
- You or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent.
 - If **we** want to, **we** can take over and conduct in **your** name or that of the person claiming under this **policy** the defence or settlement of any claim or take proceedings for **our** own benefit to recover any payment **we** have made under **this policy**.

We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under **this** policy shall give **us** all the relevant information, documents and assistance we require to enable any claim to be validated for us to achieve a settlement or pursue a recovery.

Below are some examples of what we may request. However, we may also ask for other information, documents and assistance relevant to your claim

Information	Documents	Assistance
Details of third parties	Driving licence	Attendance at court
Statement of events	Proof of identity, and address	Meetings with solicitors or us
 relating to your claim Sketch or photograph of the accident scene 	Vehicle documentation such as V5, MOT and proof of purchase	
Correspondence received from another party (including court papers)	Receipts and invoices Finance documents	

 You must notify the police as soon as reasonably possible if your car is lost, stolen or broken into.



Cancelling this policy

Your right to cancel

Following the expiry of **your** 14 day statutory cooling off period **you** continue to have the right to cancel **this policy** at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover.

To cancel, please contact **us** at the address shown on **your policy schedule**.

Our right to cancel

We (or any agent **we** appoint and who acts with our specific authority) may cancel this **policy** where there is a valid reason for doing so, by sending at least 7 days' written notice to **your** last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non-payment of premium (including non-payment of instalments under a Carbon Insurance arranged monthly credit facility). If premiums or instalment payment(s) are not paid when due we will write to you requesting payment by a specific date. We will give you at least 14 days' notice in writing if we intend to cancel due to non-payment under a Carbon Insurance arranged monthly credit facility. If we receive payment by the date set out in the letter we will take no further action. If we do not receive payment by this date we will cancel your policy from the cancellation date shown on the letter.
- Where we reasonably suspect fraud.
- Where the persons insured fail to co-operate with us or provide us with
 information or documentation we reasonably require, and this affects our
 ability to process a claim or defend our interests. See the 'Claims procedure'
 section of the General Conditions in this policy booklet.

- Where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the 'Your Porsche Car Insurance Policy and 'Information and Changes we need to know about' section of this policy booklet and the separate 'Important Information' notices supplied.
- If we cancel the policy under this section you will be entitled to a refund
 of the premium paid in respect of the cancelled cover, less a proportionate
 deduction for the time we have provided such cover, unless the reason for
 cancellation is fraud and/or we are legally entitled to keep the premium
 under the Consumer Insurance (Disclosure and Representations) Act 2012.
- Where our investigations provide evidence of fraud or a serious non
 disclosure we may cancel the policy immediately and backdate the
 cancellation to the date of the fraud or when you provided us with
 incomplete or inaccurate information, which may result in your policy being
 cancelled from the date you originally took it out.

Other insurance

If at the time of any claim arising under this **policy** there is any other insurance policy covering the same loss, damage or liability, **we** will only pay our share of the claim. This condition does not apply to personal accident benefits under Section 3, which will be paid as indicated under that section. This provision will not place any obligation upon **us** to accept any liability under Section 2 – **Your** liability, which **we** would otherwise be entitled to exclude under Exclusion 1 to Section 2.



Your duty to prevent loss or damage

You shall at all times take all reasonable steps to safeguard your car from loss or damage.

You shall maintain Your car in a roadworthy condition.

You will allow us to have free access to examine your car at all times.

Your duty to comply with policy conditions

Our provision of insurance under this **policy** is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of this **policy**.

Fraud

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.

Payments made under compulsory insurance regulations and rights of recovery

If the law in any country in which this **policy** operates requires **us** to settle a claim which, if this law had not existed, **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

Direct right of access

Third parties may contact **us** directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of **your policy**.

Monthly payment plan

If you are paying the premium using a Close Brothers monthly credit facility, you must make the regular monthly payments as required in the credit agreement. If you do not do this we may cancel this insurance as set out in the General Conditions section of this policy booklet.

If the credit agreement requires **you** to pay a deposit, this deposit is required by the date the insurance starts or the policy will not be valid.

Mileage

We reserve the right to establish the mileage on your car at any time where your policy has been rated on a selected annual mileage basis. Where the annual mileage has been exceeded your premium will be increased to that which applies to the mileage driven. If we become aware that the annual mileage has been exceeded at the time of a claim the additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the period of insurance.

Car sharing and insurance

If **you** receive a contribution as part of a car sharing agreement involving the use of any car insured under this policy for carrying passengers for social or similar purposes, **we** will not consider this to be carriage of passengers for hire or reward provided:

- Your car is not constructed or adapted to carry more than eight passengers (excluding the driver).
- Passengers are not being carried in the course of a business of carrying passengers.
- Total contributions received for the journey concerned do not involve an element of profit.



Important

If **your car** is used under a car sharing agreement and there is any doubt as to whether this arrangement is covered by the terms of **your policy you** should immediately contact **your** insurance adviser for confirmation.

Important notice - information we need to know about

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to, and renew your policy.

If the information provided by **you** is not complete and accurate:

- We may cancel your policy and refuse to pay any claim, or
- We may not pay any claim in full, or
- We may revise the premium and/or change the compulsory excess, or
- The extent of the cover may be affected.



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 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: 0800 023 4567

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

Website: www.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.







Legal expenses cover

This insurance is arranged by Lawshield UK Limited whose registered office is at Lawshield House, 850 lbis Court, Warrington, Cheshire, WA1 1RL and underwritten by Allianz Insurance plc (trading as Allianz Legal Protection) whose registered office is at 57 Ladymead, Guildford, Surrey GU1 1DB ("Allianz" or "ALP"). Lawshield UK Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 306793.

Allianz Insurance plc (trading as Allianz Legal Protection) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference No. 121849. Allianz Insurance plc (trading as Allianz Legal Protection) is registered in England and Wales under number 00084638. **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.

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.
- Loss or damage to any personal property owned by you whilst the property is in/on or attached to the insured vehicle.
- 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) - Alliance Insurance plc (trading as Allianz Legal Protection)

Legal costs and expenses

- 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.
- 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: £100,000.

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 Allianz Insurance plc (Trading as Allianz Legal Protection). 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 authorized 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 **your** 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 your death or personal injury and/or any other uninsured losses you incur.

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 your 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 £100,000 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.
- 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. Where you are alleged to be under the influence of alcohol or drugs.
- Any criminal proceedings brought against you which allege dishonesty or intentional violence

- i. 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.
- The use of motor vehicles by or on behalf of you for racing, rallies, competitions or trials of any kind.
- If we are not told about the claim within 180 days of the event which caused it.
- 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.
- m. 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.
- n. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- o. Any direct or indirect consequence of:
 - i) Irradiation, or contamination by nuclear material; or
 - 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.



p. 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.

- q. 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.
- Any Value Added Tax that is payable on the costs incurred which you can recover from elsewhere.
- s. Any dispute arising from: an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or any other challenge to any existing or proposed legislation.

We will not pay for the following:

- a. Travelling expenses or compensation for being off work.
- Legal costs and expenses if you withdraw from legal proceedings without our agreement.
- 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

850 Ibis Court Lakeside Drive Centre Park Warrington

WA1 1RL

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 17

1) You must:

- a. Tell **us** in writing as soon as possible when a claim or possible claim happens.
- 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.
- 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:
 - The instruction of Counsel to appear before a Court (or tribunal) before which a solicitor has a right of audience:
 - ii) The instruction of King'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.



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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

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- 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.

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 prorata 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
- 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:
 - Fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
 - i) 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;
 - 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.
- When you apply for, make changes or renew your policy you must take reasonable care to:
 - 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 850 Ibis Court Lakeside Drive Centre Park Warrington WA1 1RL

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 F14 9SR

Tel: 0800 023 4567

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

Website: www.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.

Financial Services Compensation Scheme (FSCS)

Allianz Insurance plc 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 PO Box 300 Mitcheldean GL17 1DY



Allianz UK Group Privacy Notice Summary

Please find below a summary of our Privacy Notice. The full notice can be found on the Allianz UK website: allianz.co.uk/privacy-notice.html

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:

Telephone: 0208 231 3992

Email: datarights@allianz.co.uk

Address:

Allianz Insurance plc Allianz

Allianz

57 Ladymead

Guildford

Surrey

GU1 1DB

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Telephone: 0330 102 1837

Email: dataprotectionofficer@allianz.co.uk

Address:

Data Protection Officer

Allianz

57 Ladymead

Guildford

Surrey

GU1 1DB





