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VAN INSURANCE

optional extras policy wording

The products outlined in this booklet only apply if shown in your Van Insurance Welcome Letter and Optional Extras Schedule

Van Insurance optional extras policy wording

The optional extra products in this booklet only apply if shown in your Van Insurance Welcome Letter and Optional Extras Schedule.

This booklet contains the relevant policy wording for all optional extra products we offer when purchasing van insurance. Please check your Optional Extras Schedule to confirm which optional extra products you have on your policy. We advise that you read this booklet carefully for details of the cover provided for each of the optional products you have purchased. For each optional additional product sold with your van insurance policy, you will enter into two separate contracts. The first contract is with us for arranging and administering your insurance policy on your behalf, and the second contract is with the insurer(s) for providing your insurance. A premium inclusive of Insurance Premium Tax shall be charged to you for both of these services.

If you would like to speak to Sure Thing! about any of these products or add any to your van insurance policy call the team on 0344 335 5555 or send an email to hello@surething.co.uk

Please note: the processes in this booklet are only for matters relating to the optional extra products shown above. Should you have any queries regarding your van insurance policy and any related claims, please refer to your van insurance policy booklet.

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Sure Thing! is a trading name of Sure Thing Insurance Services Limited which is an appointed representative of QMetric Group Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 529506 to carry out insurance distribution activities. Sure Thing Insurance Services Limited is registered in England and Wales company number 08553997. Registered office is Dukes House, 32-38 Dukes Place, London, EC3A 7LP

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Claim Numbers (optional extras)

Here are some important telephone numbers if you ever need to make a claim on any of the optional extra products you have purchased.

Legal Protection – 0800 783 3000

Breakdown Cover – 0344 809 9508

Personal Accident Cover – 0344 809 9508

Replacement Van Cover – 0344 809 9963

Windscreen Cover – 0344 809 9513

Key Cover – 0333 241 9599

Excess Protection – 03300 555 270

Tools In Transit – 0203 794 9305

Should you have a complaint?

At Sure Thing! We aim to provide you with great customer service at all times, however if you have a complaint about the way in which your policy was sold to you, you can contact us by phone, email or letter and we will try our best to resolve your issue as soon as possible.

Tel: 0344 335 5555
Email: complaints@surething.co.uk
Post: Customer Relations Manager,
Sure Thing!, Maxim 3,
2 Parklands Avenue, Eurocentral,
Motherwell, ML1 4WQ

Should you have any questions or complaints about the handling of a claim or the optional extra policy itself, you should speak to the provider of the policy directly. Contact details are provided for within this booklet and telephone numbers are listed above under 'Some Important Information'.

If you are still not satisfied, you may refer your complaint to the Financial Ombudsman Service (FOS) by:

Tel: 0800 023 4567 or 0300 123 9123 (from mobile or non BT Lines)
Email: complaint.info@financial-ombudsman.org.uk
Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

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Financial Services Compensation Scheme (FSCS)

Sure Thing! and your Insurers are members of the Financial Services Compensation Scheme. You may be entitled to compensation from the FSCS if the liabilities are not met under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS. Information can be obtained on request by:

Tel: 0800 678 1100
Email: enquiries@fscs.org.uk
Post: Financial Services compensation scheme,
PO Box 300, Mitcheldean,
GL17 1DY

Data Protection

Please note that any information provided to Sure Thing! will be processed by Us and Our partners in compliance with the provisions of the Data Protection Regulation and will be treated as private and confidential. We will however use and disclose the information we collect and hold about you in the course of arranging, placing, administering your insurance which may involve passing information about you to other insurers, credit reference agencies, debt recovery agencies, other intermediaries, risk management assessors, anti-fraud databases and uninsured loss recovery agencies. You can read full details of how we manage your data by reading our privacy policy: https://www.surething.co.uk/privacy-and-cookie-policy.

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Legal Protection

Need to make a claim?

0800 783 3000

Free 24hr emergency claim line

If you're calling from outside of the UK, please call 00 44 800 783 3000

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Motor Legal Expenses Policy

This insurance **policy** has been arranged on **your** behalf by Motorplus Limited, underwritten by Great Lakes Insurance SE, Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. This cover is provided to **you** in return for payment of the premium.

Important Information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

a. supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy
b. to make sure that all information supplied as part of **your** application for cover is true and correct
c. tell **us** of any changes to the answers **you** have given as soon as possible.

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 any information **you** provide is not complete and accurate, 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.

This policy must be read together with **your** current schedule and any endorsements or certificates. These items together form **your** contract of insurance.

Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this **policy**. The Privacy Statement can also be viewed online by visiting https://www.coplus.co.uk/data-privacy-notice

Legal Advice Helpline

Available 24 hours a day throughout the year to provide **you** with confidential telephone advice about any personal legal problem in the **UK**, Isle of Man or Channel Islands. To contact the helpline, phone: 0333 241 3381, quoting the reference 'Motor Legal Expenses'.

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How to Make a Claim

In the event of a claim, please contact **us** as soon as practicable giving **us** as much information as **you** can about what has happened to bring about the claim.

Tel: 0800 783 3000
Email: claims@motorplus.co.uk
Write: Coplus, Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich, NR1 3PA

In order for **us** to help **you** more efficiently, please quote 'Motor Legal Expenses' in all communications.

Important- Please do not appoint **your** own **appointed representative** before **we** have accepted **your** claim. If **you** do so, **we** will not be liable for any costs incurred.

How to Make a Complaint

We hope that **you** are completely happy with this **policy** and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**. If **your** complaint relates to the sale of this **policy**, please contact Sure Thing!

If **your** complaint relates to a claim, please contact **us** via the address and telephone number shown above, but marked for the attention of the Quality Assurance Manager. It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claim reference available when **you** call **us**.

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 and **you** have fewer than 10 members of staff.

You can contact the Financial Ombudsman Service at:

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

Tel: 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

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Our Regulator

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Motorplus Limited t/a Coplus and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from:
https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM

Fraud Prevention, Detection and Claims History

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

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

Renewal Procedure

The term of **your** Motor Legal Expenses **policy** is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your policy**, or in line with **your** main **motor insurance policy**. **Your** insurance broker will contact **you** prior to this date to discuss **your** needs and whether any changes should be made to **your** level of cover. If any of **your** circumstances change during **your period of insurance** that could affect any term contained within this **policy**, **you** must notify **your** insurance broker as soon as **you** can as failure to do so may invalidate **your** insurance or lead **us** to decline a claim.

Choice of Law and Jurisdiction

Unless otherwise agreed in writing, this **policy** will be governed by English law and the courts of England and Wales will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this contract, or any country within the **United Kingdom** in which **your** main residence is situated.

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Contract (Rights of Third Parties) Act 1999

The terms of this **policy** are only enforceable by the named **insured**. A person who is not a named **insured** has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a **third party**, which exists or is available apart from that Act.

Your Agreement with Others

This contract of insurance is personal to **you** the policyholder and the **insurer**. **We** will not be bound by any agreement between **you** and **your appointed representative**, or **you** and any other person or organisation.

You may not assign any of the rights under this **policy** without **our** express prior written consent.

Financial Services Compensation Scheme

Great Lakes Insurance SE 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. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Use of Language

Unless agreed otherwise, for the purposes of this insurance contract the language used will be English.

Other Formats

This **policy** document is available in Braille, audio or large print should it be required. If any of these are needed please do not hesitate to contact **us**.

General definitions

The words and phrases listed below will have the same meanings wherever they appear in this **policy**. These words and phrases can be identified in bold throughout the **policy**.

Adverse Costs

Any **legal costs**, including profit costs, **disbursements**, VAT and interest, which the **Insured** pays the opponent by order of the court or with **our** prior written agreement. These may include for example, the opponent's solicitor's fees, barrister's fees and/or expert's fees.

Appointed Representative(s)

The solicitor, solicitors' firm, barrister or other suitably qualified person appointed or approved by **us** to act on **your** behalf.

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Civil Proceedings

Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the **United Kingdom**, the Isle of Man and the Channel Islands.

Damage

Loss, destruction or **damage** to the **insured vehicle**.

Disbursements

Any sum spent by the **appointed representative** on behalf of the **insured** in respect of services supplied by a **third party**, provided that:

1. the **insured** received the services;
2. the **insured** was responsible for paying the **third party** for the services
3. the **insured** knew that the services were being provided by a **third party**
4. the services were in addition to and distinct from the services supplied by the **appointed representative** to the **insured** on their own account; and
5. **We** have agreed the amount to be paid in advance of the **third party** being instructed.

Insured Event

An incident which gives rise to a claim under this **policy** as described more fully within the cover sections of this document.

Insurer

UK General Insurance Limited, on behalf of Great Lakes Insurance SE. In the event of a claim, **UK** General Insurance Limited act for Great Lakes Insurance SE as their agent.

Legal Costs

Professional legal fees which **you** are bound to pay, including reasonable fees or expenses incurred by the **appointed representative** whilst acting for **you** in the pursuit of **civil proceedings**. This also includes **disbursements**; however these **disbursements** must be in respect of services provided by a **third party**, received by **you**, distinct from the services supplied by the **appointed representative**. In all cases, all professional fees, expenses, **disbursements** and any other costs may only be incurred with **our** prior consent. The maximum amount payable for any claim made under this **policy** is £100,000. **You** will be liable for any costs over and above this figure.

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Part 36 Offer

Any offer made to settle a claim, where blame is accepted or not, made by either party throughout the claim. To be accepted, the offer must:

- be in writing;
- call itself a **Part 36 offer**;
- be open for at least 21 days, when the offeror will pay the opponent's costs, if accepted;
- specify covers the whole claim, part of it, or an issue that arises in it and, if so, which;
- advise whether any counterclaim is factored in.

Part 36 offers, made under the Civil Procedure Rules 1998, may lead to an **insured** paying part of their opponent's costs, should they reject an offer, pursue legal roceedings and fail to beat that offer.

Period of Insurance

The period beginning with the date of inception of this **policy** and ending on the next expiry date of the **motor insurance policy** to which this additional cover is annexed, or 12 calendar months, whichever is less.

Reasonable Prospects

A 51% or greater chance that **you** will be successful in **your** pursuit or defence of legal proceedings and make a successful recovery.

Small Claims Track limit

If **you** are resident in England or Wales, the most **you** can claim in the small claims track of the County Court is £10,000, or where **you** are pursuing a claim for personal injury, £1,000.

Territorial limits

For Sections 1 and 2: The European Economic Area (the European Union plus Iceland, Liechtenstein and Norway) and in addition the Isle of Man, Jersey, Guernsey, Albania, Andorra, Bosnia, Herzegovina, Croatia, FYR Macedonia, Monaco, Montenegro, San Marino, Serbia, Switzerland and the European part of Turkey.

Uninsured Losses

Any loss directly arising from an **insured event** that is not covered by any other insurance **policy**.

Vehicle

The **vehicle(s)** specified in the **motor insurance policy** which was being driven or ridden by a person entitled to drive or ride, together with any caravan or trailer attached to the **vehicle** at the time of any event which gives rise to a claim.

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You/Your/Insured

The named holder of this **policy**, who lives in the **United Kingdom**, together with any other person who is entitled to drive or ride the **vehicle** under the **Motor Insurance Policy** (including any other person who is a passenger/pillion in/on the **vehicle**).

We/Our/Us

Motorplus Limited.

General conditions

The following conditions apply to all sections of this **policy**. **You** must comply with them where applicable in order for **your** insurance to remain in full force and effect.

1. Claims

a) **You** will give notice to **us** as soon as practicable following any event which leads to or may lead to a claim being made under this **policy**, provided that:
   i) in the event of **damage** caused by malicious persons, **you** will give notice to the police as soon as possible;
   ii) in the event of a claim in respect of an injury, **we** will be allowed, at **our** own expense, to have a medical examination of the injured person.

b) **You** will take all steps necessary to assist in the recovery of **legal costs** from a **third party** where appropriate and where **you** are able to do so;

c) **You** will not enter or offer to enter into any negotiation to settle the claim without **our** prior written approval to do so;

d) **You** will not unreasonably withhold consent for **your appointed representative** to make an offer to settle the legal action. This involves agreeing to settle by way of a **Part 36 offer**;

e) If an offer of settlement is made that **we** would deem fair and **you** do not accept it, **we** will not be liable for any further costs incurred;

f) **You** will not withdraw from any legal action without **our** permission to do so;

g) **You** must attend c**our**t or any expert examination where asked to do so;

h) In some circumstances, where **we** decide it is appropriate, **we** may elect to pay **you** the sum of **damages** that **you** are seeking and then end or not begin civil proceedings.

We reserve the right to:

i) take over any claim or **civil proceedings** at any time and conduct them in **your** name;

ii) negotiate or settle any claim or **civil proceedings** on **your** behalf;

iii) contact **you** directly at any point concerning **your** claim.

2. You must respond to us promptly in all matters relating to a claim, within 14 days unless we are satisfied that there is a reason why this is not possible.

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3. Appointed representative

- When **you** advise **us** of a claim, **we** will recommend an **appointed representative** from **our** panel of representatives to assist **you** and act on **your** behalf. If for any reason **you** are unhappy with **our** choice of representative, **we** will recommend another, or alternatively **you** may direct one of **your** own choosing. **You** may appoint **your** own choice of representative only at the point of issuing proceedings or if there is a conflict of interest;
- If **you** do select to appoint **your** own choice of representative, this insurance will not cover expenses over and above the costs that **our** panel would charge in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the claim and the location and class of representative that **you** choose. **We** reserve the right to assess each case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion.
- The **appointed representative** will have direct contact with **us** and must fully cooperate with **us** at all times, and **you** must cooperate with **your** representative, providing all necessary information and assistance to them as required;
- If for any reason **we** feel that **your** own choice of representative lacks the skills to act adequately on **your** behalf, **we** reserve the right to decline a claim on that basis. **We** will give **you** notice of this in writing and the opportunity to appoint an alternative representative before **we** decline any claim.
- Any non-panel solicitor that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms.

4. If you decide that for any reason this policy does not meet your insurance needs then please return it to your insurance broker within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is later, this is called the 'cooling off period'.

On the condition that no claims have been made or are pending, the **insurer** will then refund **your** premium in full.

You may cancel this insurance policy at any time after this 14 day period, however no return of premium will be available.

The **insurer** will not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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 for **us** to cancel this insurance policy include but are not limited to:

a. Fraud
b. Non-payment of the premium
c. Threatening or abusive behaviour
d. Non-compliance with policy terms and conditions
e. **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** or **your** agent ask.

If the **insurer** cancels the policy, **you** will be entitled to a return of premium on a pro-rata basis, unless the reason for cancellation is fraud and/or the **insurer** is entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

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Counsels Opinion

Where reasonable and necessary, **we** may require that Counsel's Opinion is obtained from a barrister. If this is the case, the barrister will be agreed by both **you** and **us**, to advise of the merits of a proposed claim or **civil proceedings**. The cost of this advice will be payable by **you** unless the outcome recommends that there are reasonable grounds to pursue **your** claim or **civil proceedings**, in which case **we** will pay Counsel's fees.

Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** will make a complaint to **us** in accordance with the complaints process. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter. If the matter cannot be dealt with by Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Acts then in force and the arbitration will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator. If **we** fail to agree on a single arbitrator, **we** will ask the President of the Chartered Institute of Arbitrators to decide.

Fraudulent Claims

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;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- 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; or
- makes a claim for any loss or **damage you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **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.

Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

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Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

Proportionality

In determining whether a claim can be pursued in a proportionate manner, the factors that **we** take into consideration when assessing whether the costs are reasonable include:

1. The prospects of success and the likely costs involved in pursuing **your** claim;
2. The amount claimed and the amount that is realistically likely to be recovered;
3. The amount of **adverse costs** that **we** would likely pay if the claim were unsuccessful.

In determining whether a claim can be pursued in a proportionate manner, **we** will consider whether a person without similar legal expenses insurance, and with funds available to finance their own **legal costs**, would be likely to find the costs involved in doing so reasonable. If **we** don't believe this is the case, **we** will not pursue a claim.

General exclusions

The following exclusions apply to all sections of this insurance contract:

1. Any claim:

i) where **you** have failed to notify **us** of the **insured event** within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of the claim, or **we** consider that the **insurer**'s position has been prejudiced.

ii) if at the time a claim is made by the **insured** under this **policy** there is any other insurance covering the same liability, the **insurer** will not be liable to pay or contribute more than **our** proportion and the costs and expenses in connection with this;

2. The balance of any legal costs incurred before we have given our written acceptance of your claim, or before the inception date of this policy;

3. The balance of legal costs over and above what has previously been agreed by us;

4. Any claim that arises as a result of a deliberate action by you or anybody associated with you;

5. Any legal costs relating to any event giving rise to a claim and/or leading to civil proceedings which is not identified in sections 1-2 of this policy, including but not limited to:

i) costs paid directly to the appointedrepresentative prior to **our** approval;

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ii) anything relating to a road traffic **accident** not covered by **your** primary **motor insurance policy**, or from **your** use or alleged use of alcohol and/or drugs;
iii) any claims relating to war, **terrorism**, pollution, contamination or any nuclear waste;
iv) matters where **you** intend to represent **your**self during a claim, or a claim is allocated to the small claims track and is accepted by **us**;
v) any **legal costs** incurred in any appeal proceedings, unless **we** think that the matter has **reasonable prospects** and **we** are notified at least 7 days before the deadline to appeal;
vi) any enforcement proceedings or procedure arising from a successful outcome where settlement is not then made, unless relating to claims concluded successfully under this **policy**;
vii) any claims made in respect of the loss, **damage**, destruction, distortion, erasure, corruption or alteration of **electronic data**.

Cover

Upon payment of the premium, the **insurer** will provide **you** with legal expenses protection for the risks identified in the following sections, up to a limit of £100,000 any one claim, provided that the legal action or criminal prosecution relates to a cause, event or circumstance which occurs within the **territorial limits** and during the **period of insurance**, has been notified to **us** within a reasonable time and can be dealt with by a court of competent jurisdiction within the **territorial limits**. In order for **us** to accept **your** claim, **we** must deem that there are **reasonable prospects** of success.

Section 1 - Uninsured loss recovery

Insuring Clause

The **insurer** will provide cover in respect of the **legal costs** incurred in bringing an action against a **third party** in consequence of an event causing:
1. **damage** to the **vehicle**;
2. **damage** to any personal belongings being either inside or on the **vehicle**;
3. **your** death or **bodily injury** whilst **you** are travelling in or on the **vehicle**. This extends to include **you** getting into, out of, on or off the **vehicle** and also includes the death or **bodily injury** of any **passengers**;
4. any other **uninsured losses** that **you** sustain as a result of an **insured event**.

Exclusions Applicable to this Section

1. Any costs awarded by the court as a result of **your** unreasonable behaviour, or the unreasonable behaviour of **your appointed representative**.
2. Costs incurred after **we** have advised **you** that **your** claim is best settled by means other than legal proceedings.
3. Costs incurred following a breach of any of the conditions within this insurance contract.
4. Any claim where the **third party** at fault cannot be traced or identified.

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Section 2 - Motor prosecution defence

Insuring Clause

The **insurer** will provide cover in respect of the **legal costs** incurred in defending **your** legal rights following an **insured event**, which results in criminal proceedings being brought against **you** for an offence relating to **your** ownership or use of the **vehicle**. Cover includes costs in respect of pleas in mitigation, provided that there are **reasonable prospects** that such a plea will materially affect the outcome.

Exclusions Applicable to this Section

1. Any claims made in respect of parking or obstruction offences, for which **you** receive no penalty points against **your** licence;
2. Any claims made when **you** have been driving or riding the **vehicle** without valid motor insurance;
3. Any claims made, when **you** qualify for legal aid;
4. Any allegations of **your** intentional violence or dishonesty.
5. Any claims made in respect of driving under the influence of alcohol or drugs or without a valid drivers licence.

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Breakdown Cover

Need assistance?

0344 809 9508

Assistance in the UK

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Breakdown Cover policy wording

Please check **Your Policy Schedule** to ensure **You** have the level of cover **You** need and read the following to help **You** use the service.

What to do if You Breakdown

If **Your Vehicle** breaks down please call **Our** 24 hour Control Centre on:

0344 809 9508

If **You** are unable to make a connection, please contact **us** on 01206 771778.

Please check your Optional Extras Policy Schedule to make sure you have purchased this cover before calling.

Please have the following information ready to give to **Our Rescue Co-ordinator**:

- **Your** return telephone number;
- **Your Vehicle** registration;
- **Your Policy** Number
- The precise location of **Your Vehicle**

(or as accurate as **You** are able in the circumstances).

If **You** are deaf, hard of hearing or speechimpaired, please send a text message containing **Your** full name, **policy** number, **Vehicle** registration and **policy** postcode to 07537 404890. Once **We** have taken **Your** details and made all the arrangements **We** will contact **You** to advise which **Recovery Operator** will be attending and how long they are expected to take. When possible, please ensure **Your** mobile phone is available to accept calls at all times in case **We** need to contact **You**. **You** will need to be with **Your Vehicle** when the **Recovery Operator** arrives. If **You** would prefer not to wait with the **Vehicle** or it is unsafe to do so, please inform **Our Rescue Co-ordinator** who will arrange a call on approach so **You** have sufficient time to return to the **Vehicle**. It is **Your** responsibility to guard **Your** safety and abide by the rules of the Highway Code. Please advise **Our Rescue Co-ordinator** if **You** feel it is not safe to remain within eyesight of the **Vehicle**.

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

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Your Cover

As shown on **Your Policy Schedule**. In the event of a **Breakdown**, service will be provided as detailed below in accordance with this **Policy** Wording and the cover level **You** have purchased. Cover will apply during the **Period of Insurance**.

Roadside Assistance and Nationwide Recovery Cover – UK

The following service is provided with all levels of cover:

Roadside Assistance & Recovery

In the event of a **Breakdown** within the **Territorial Limits (UK)** which occurs more than a one-mile radius/straight line from **Your Home Address** and during the **period of insurance**, **We** will arrange and pay for a **Recovery Operator** to attend the **Breakdown** and where appropriate, spend up to 60 minutes to try and repair the **Vehicle**. If, in the opinion of the **Recovery Operator**, they are unable to repair the **Vehicle** within 60 minutes at the roadside, **We** will assist in the following way:

Either:

- Arrange and pay for **Your Vehicle**, and the **Passengers** to be recovered to the nearest Suitable Garage which is able to undertakethe repair.

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, **We** will arrange for **Your Vehicle**, and the **Passengers** to be recovered to **Your Home Address**, or if **You** would prefer and it is closer, **Your** original destination within the **Territorial Limits (UK)**. Any recovery of **Your Vehicle** and the Passangers required must take place at the same time as the initial **Callout** otherwise **You** will have to pay for subsequent **Callout** charges. If **Your Vehicle** requires recovery, **You** must immediately inform **Our Rescue Co-ordinator** of the address **You** would like the **Vehicle** taken to. Once the **Vehicle** has been delivered to the nominated address, the **Vehicle** will be left at **Your** own risk.

Alternative Transport

We will pay up to £250 (up to £750 in the **Territorial Limits (Europe)** towards the reasonable cost of alternative transport or a hire **vehicle** up to 1600cc to allow **You** to complete **Your** original journey. **We** will also pay up to £150 towards the reasonable cost of alternative transport for one person to return and collect the repaired **Vehicle**.

Emergency Overnight Accommodation

We will pay up to £150 for a lone traveller or £75 per person towards the reasonable cost of overnight accommodation including breakfast for the **Passengers** whilst **Your Vehicle** is being repaired. The maximum payment per incident is £500.

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Emergency Overnight Accommodation and Alternative Transport benefits are only available under the following conditions following a **Breakdown** in the **Territorial Limits (UK)**:

- The **Vehicle** must be repaired at the nearest Suitable Garage to the **Breakdown** location;
- The **Vehicle** cannot be repaired the same working day;
- The **Breakdown** did not occur within 20 miles of **Your Home Address**;
- **We** will determine which benefit is offered to **You** by assessing the circumstances of the **Breakdown** and what is the most cost effective option for **Us**.

These services may be offered on a pay/claim basis, which means that **You** must pay initially and **We** will send **You** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **Our Rescue Co-ordinator**. The **policy** will only pay for a hire **vehicle** which **We** deem is appropriate for **Your** requirements and is available at the time. **We** will only reimburse claims when **We** are in receipt of a valid invoice/receipt.

Caravans and Trailers

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

Keys

If **You** lose, break, or lock **Your Vehicle keys** within **Your Vehicle**, **We** will pay the **Callout** and mileage charges back to the **Recovery Operator**'s base or **Your** preferred destination if closer. All other costs incurred, including any **Specialist Equipment** needed to move the **Vehicle**, will be at **Your** expense.

Message Service

If **You** require, **We** will pass on two messages to **Your home** or place of work to let them know of **Your** predicament and ease **Your** worry.

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Roadside and Recovery Home Assist Cover – UK

If **You** have opted and paid for Roadside and Recovery **Home** Assist Cover it includes the same benefits as Roadside Assistance and Nationwide Recovery Cover, with the addition of **Home** Assist.

Home Assist

We will arrange and pay for **Recovery Operator** to attend a **Breakdown** at or within a one-mile radius/straight line of **Your Home Address** and where appropriate, spend up to 60 minutes to try and repair the **Vehicle**. If, in the opinion of the **Recovery Operator**, they are unable to repair **Your Vehicle** within 60 minutes at the roadside, **We** will arrange and pay for **Your Vehicle**, and the **Passengers** to be recovered to the nearest Suitable Garage which is able to undertake the repair.

Any recovery of **Your Vehicle** and the **Passengers** required must take place at the same time as the initial **Callout** otherwise **You** will have to pay for subsequent **Callout** charges. If **Your Vehicle** requires recovery, **You** must immediately inform **Our Rescue Co-ordinator** of the address **You** would like the **Vehicle** taken to. Once the **Vehicle** has been delivered to the nominated address, the **Vehicle** will be left at **Your** own risk.

General notes

Uninsured Service

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

Change of Vehicle

Our policy only covers the **Vehicle** registered on **Our** database, therefore any change must be notified immediately by calling 0344 335 5555. Please have ready **Your policy** number, the new registration, make, model and colour of **Your Vehicle** and the date **You** wish to make the change.

Governing Law

English Law governs this insurance.

Language

We have chosen to use the English language in all documents and communication relating to this **policy**.

Call Recording

To help **Us** provide a quality service, **Your** telephone calls may be recorded but will only be shared with partner organisations directly relevant to the **Breakdown** service **We** provide.

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Measurements

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

Garage Repairs

Any repairs undertaken by the Recovery Operators at their premises are provided under a separate contract, which is between **You** and the **Recovery Operator**.

Multiple Vehicle Policies

Multiple **Vehicle** policies must be registered to one address within the **Territorial Limits (UK)**.

Signing Documentation

You may be asked to sign documents by the **Recovery Operator** which relate to the service being provided. Whilst **You** are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until **You** have read and understood the content in full.

Emergency Repairs

Any emergency repairs undertaken at the roadside by Recovery Operators cannot be guaranteed and in some cases, will not be attempted. Due to the nature of roadside
assistance it is not always possible for Recovery Operators to accurately diagnose the fault with the **Vehicle** or state whether the **Vehicle** is in a roadworthy condition or otherwise safe to drive. Recovery Operators are not instructed to conduct **Vehicle** health inspections.

Definitions

Accident: A collision immediately rendering the **Vehicle** immobile or unsafe to drive.
Breakdown: An electrical or mechanical failure, flat battery, misfuel, lack of fuel or puncture to the **Vehicle**, which immediately renders the **Vehicle** immobilised.
Callout: The deployment of a **Recovery Operator** to **Your Vehicle**.
Home Address: The last known address within the **Territorial Limits (UK)** recorded on **Our** system where **Your Vehicle** is ordinarily kept.
Passengers: All non-fare paying persons travelling with the **Vehicle** at the time of the **Breakdown**, up to the legal carrying capacity of the **Vehicle**. Sure Thing! 22 Optional Extras **Policy** Wording **Breakdown** Cover – **Policy** Wording Section 2
Period of Insurance: The duration of this **policy** as indicated on **Your Policy Schedule** for a period not exceeding twelve months.
Policy Schedule: The document provided by the organisation **You** purchased this **policy** from detailing the **Period of Insurance**, eligible **Vehicle**(s), and type of cover.
Recovery Operator: The independent technician **We** appoint to attend **Your Breakdown**.
Rescue Co-ordinator: The telephone Operator employed by **Us**.

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Specialist Equipment: Non-standard apparatus or recovery vehicles which in the opinion of the **Recovery Operator** are required to safely recover the **Vehicle**. **Specialist Equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.
Suitable Garage: Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.
Territorial Limits (UK): Great Britain and Northern Ireland, the Isle of Man, and (for residents only) Jersey and Guernsey.
Us, We, Our: Call Assist Ltd.
Vehicle: The **Vehicle**(s) specified on **Your Policy Schedule** as being eligible for this cover.
You, Your: The person named as the policyholder in the **Policy Schedule**.

Exclusions

Applying to all sections unless otherwise stated. This insurance does not cover the following:

1. a) Any caravan/trailer where the total length exceeds 7 metres/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the **Vehicle** with a standard 50mm tow ball coupling hitch;
   b) Breakdowns or Accidents to the caravan or trailer itself.

2. Assistance following an **Accident**, theft, fire, or vandalism.

3. Any costs incurred to attend the **Vehicle** due to faults with electric windows, sun roofs, broken windows/windscreens or locks not working which prevent the **Vehicle** from being parked securely, unless the fault occurs during the course of a journey and **Your** safety is compromised.

4. Breakdowns caused by a failure to maintain the **Vehicle** in a roadworthy condition including the routine servicing of the **Vehicle** in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.

5. Costs incurred in addition to a standard **Callout** where service cannot be undertaken at the roadside because the **Vehicle** is not carrying a serviceable spare wheel it is capable of carrying, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters.

6. **Specialist Equipment**, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the **Breakdown** if **Your Vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.

7. Breakdowns caused by overloading of the **Vehicle** or carrying more **passengers** than it is designed to carry.

8. Any subsequent Callouts for any symptoms related to a claim which has been made within the last 28 days, unless **Your Vehicle** has been fully repaired at a Suitable
Garage, declared fit to drive by the **Recovery Operator** or is in transit to a pre-booked appointment at a Suitable Garage.

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9. The recovery of the **Vehicle** and **Passengers** if repairs can be carried out at or near the scene of the **Breakdown** within the same working day. If **Vehicle** and Passenger recovery is required **We** will only recover to one address in respect of any one **Breakdown**.

10. Any **Vehicle** which is not listed on **Your Policy Schedule** as being eligible for **Breakdown** cover with **Us**.

11. Any request for service if the **Vehicle** is being used for motor racing, rallies, rental, hire, courier services or any contest or speed trial or practice for any of these activities.

12. Assistance if the **Vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.

13. The cost of any parts, components or materials used to repair the **Vehicle**.

14. Repair and labour costs other than an hour's roadside labour at the scene.

15. The use of **Specialist Equipment** occasionally required because the **Vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of recovery.

16. The cost of draining or removing contaminated fuel.

17. Storage charges.

18. Any claim within 24 hours of the time the **policy** is purchased.

19. Any **Breakdown** that occurred before the **policy** commenced, the **Vehicle** was placed on cover, or before the **policy** was upgraded.

20. Claims totalling more than £15,000 in any one **Period of Insurance**.

21. Any costs or expenses not authorised by **Our** Rescue Co-ordinators prior to being incurred.

22. The cost of food (other than breakfast when overnight accommodation is provided), drink, telephone calls or other incidentals.

23. Any charges where **You** or the Emergency Services arrange assistance or repairs by other means unless **We** have agreed to reimburse **You**.

24. Any charges where **You**, having contacted **Us**, effect recovery or repairs by other means unless **We** have agreed to reimburse **You**.

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25. Any cost that would have been incurred if no claim had arisen.

26. Any false or fraudulent claims.

27. Recovery of the **Vehicle** or **Your** transport costs to return the **Vehicle** to **Your Home Address** once it has been inspected or repaired.

28. The cost of fuel, oil or any insurance/**excess** in relation to a claim for a hire **vehicle**. 29. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **Breakdown** within the same working day.

30. Recovery of the **Vehicle** or **Your** transport costs to return the **Vehicle** to **Your Home Address** once it has been inspected or repaired.

31. Any **damage** or loss to **Your Vehicle** or its contents caused by the **Recovery Operator**. It is **Your** responsibility to ensure personal possessions are removed prior to **Your Vehicle** being transported.

32. **We** will not pay for any losses that are not directly covered by the terms and conditions of this **policy**. For example, **We** will not pay for **You** to collect **Your Vehicle** from a repairer or for any time that has to be taken off work because of a **Breakdown**.

33. Any cost incurred as a result of **Your** failure to comply with requests by **Us** or the **Recovery Operator** concerning the assistance being provided.

34. Nothing in this **policy** limits **Our** liability for death or personal injury caused by the negligence of **Us** or **Our** employees or for any liability which may not lawfully be limited or excluded. This **policy** is not a motor liability insurance **policy** within the meaning of Part V1 of the Road Traffic Act 1988.

35. A request for service following any intentional or wilful **damage** caused by **You** to **Your Vehicle**.

36. Fines and penalties imposed by courts.

37. Any cost recoverable under any other insurance **policy** that **You** may have

38. Direct or **indirect loss**, **damage** or liability caused by, contributed to or arising from: –

a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.

b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

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c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.

39. Any cover which is not specifically detailed within this **policy**

General Conditions

Applying to all sections.

1. **We** will provide cover if:
   a) **You** have met all the terms and conditions within this insurance;
   b) The information provided to **Us**, as far as **You** are aware, is correct.

2. Details of **Your** cover may not reach **Us** by the time assistance is required. In this unlikely **event**, **We** will assist **You** however before assistance can be provided **We** will
ask to take a pre-authorisation on a credit or debit card for the estimated cost of the assistance. If **We** receive confirmation that **You** have adequate cover the reserved funds will be released. If **We** receive confirmation that **You** do not have adequate cover **We** will take payment for any uninsured costs.

3. The driver of the **Vehicle** must remain with or nearby the **Vehicle** until help arrives.

4. If a **Callout** is cancelled by **You** and a **Recovery Operator** has already been dispatched, **You** will lose a **Callout** from **Your policy**. **We** recommend **You** to wait for assistance to ensure the **Vehicle** is functioning correctly. If **You** do not wait for assistance and the **Vehicle** breaks down again within 12 hours, **You** will be charged for the second and any subsequent Callouts.

5. **We** reserve the right to charge **You** for any costs incurred as a result of incorrect location details being provided.

6. **We** have the right to refuse to provide the service if **You** or **Your Passengers** are being obstructive in allowing **Us** to provide the most appropriate assistance or are abusive to **Our** Rescue Co-ordinators or the **Recovery Operator**.

7. **Your Vehicle** must be registered to and ordinarily kept at an address within the **Territorial Limits (UK)** and **You** must be a permanent resident within the **Territorial Limits (UK)**.

8. Vehicles must be located within the **Territorial Limits (UK)** when cover is purchased and commences.

9. If in **Our** opinion the **Vehicle** is beyond economical repair or the cost of the claim is likely to exceed the market value of the **Vehicle** in its current condition following the **Breakdown**, **We** have the option to pay **You** the market value of the **Vehicle** in its current condition and pay **Your** transportation costs to **Your Home Address**. It will be **Your** responsibility to apply for a Certificate of Destruction or other such document and **You** will be required to pay for any storage costs whilst this is obtained.

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If **You** would prefer the **Vehicle** to be transported to **Your Home Address** or original destination, this can be arranged but **You** will need to pay any costs which exceed the market value of the **Vehicle** in its current condition. If the **Vehicle** is beyond economical repair, **You** will have one week to advise **Us** of how **You** wish to transport or dispose of the **Vehicle**. If **You** do not contact **Us** within one week **You** consent to **Us** to dispose of the **Vehicle**.

10. If **We** are able to repair **Your Vehicle** at the roadside, **You** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.

11. In the **event You** use the service and the claim is subsequently found not to be covered by the **policy You** have purchased, **We** reserve the right to reclaim any monies from **You** in order to pay for the uninsured service.

12. **We** may decline service if **You** have an outstanding debt with **Us**.

13. If **You** have a right of action against a **third party**, **You** shall co-operate with **Us** to recover any costs incurred by **Us**. If **You** are covered by any other insurance **policy** for any costs incurred by **Us**, **You** will need to claim these costs and reimburse **Us**. **We** reserve the right to claim back any costs that are recoverable through a **third party**.

14. Recovery Operators comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting **Your Vehicle**.

15. The transportation of livestock (including dogs) will be at the discretion of the **Recovery Operator**. **We** will endeavour to help arrange alternative transport but **You** will need to pay for this service immediately by credit or debit card.

16. Regardless of circumstances, **We** will not be held liable for any costs incurred if **You** are unable to make a telephone connection to any numbers provided. If **You** are unable to make a connection on any of the numbers provided, please call 01603 327180.

17. The **policy** is not transferable. Should **You** wish to contact **Us**, **We** can be contacted by:

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

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Cancellation Rights

If **We** have reason to believe this **policy** is not being used in the spirit it was designed for or it becomes apparent there is a **breakdown** in the relationship between **Us** and **You**, **We** may cancel the **policy** by sending 7 days notice to **Your Home Address**. In such situations, providing no claim has been made, **We** will refund the unexpired portion of **Your** premium. This **policy** has a cooling off period of 14 days from the time **You** receive this information. If **You** do not wish to continue with the insurance, **We** will provide a refund of premium paid, providing no claim has been made. **You** may cancel **Your policy** after the 14 day cooling off period but no refund of premium is available. A refund of premium is not available if the **Period of Insurance** of the **policy** is for a period of less than one month. Please call 0844 800 8002 to discuss.

Statement of Demands and Needs

This **policy** meets the demands and needs of persons wishing to ensure that they are covered in the event of a **Breakdown**. As with any insurance, it does not cover all situations and **You** should read the terms and conditions of this **policy** to make sure that it meets **Your** specific needs.

Our Promise To You

We aim to provide a high standard of service. Please telephone **Us** if **You** feel **We** have not achieved this and **We** will do **Our** best to rectify the problem immediately.

Complaints Procedure

Any complaint **You** have regarding **Your policy** should be addressed to the **policy administrator**:

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

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

We promise to:

- acknowledge **Your** complaint within five working days of receiving it;
- have **Your** complaint reviewed by a senior member of staff;
- tell **You** the name of the person managing **Your** complaint when **We** send **Our** acknowledgement letter; and
- respond to **Your** complaint within 20 working days. If this is not possible for any reason, **We** will write to **You** to let **You** know when **We** will contact **You** again.

If **You** remain dissatisfied, short of court action, **You** can ask The Financial Ombudsman Service to review **Your** case provided the **policy** is not of commercial nature. The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. The Financial Ombudsman Service can be contacted at the following address:

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Post: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.
Tel: 0800 023 4567 (free from a landline) or 0300 123 9 123 (free from some mobiles).
Email: complaint.info@financial-ombudsman.org.uk

For further information, **you** can also visit the website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. For claims against the **insurers**, 90% of the insurance claim is covered, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 0800 678 1100 or by visiting www.fscs.org.uk.

Your Personal Information

We (defined in the **Policy** Wording as Call Assist Ltd) collect and maintain personal information in order to administer this **policy** and provide the service detailed within
this **Policy** Wording. This **Policy** is underwritten by DAS Legal Expenses Insurance Limited who are part of DAS **UK** Holdings Limited (DAS **UK** Group) and who acts as independent Data Controller in its own right. Its purpose for collecting, using, sharing, transferring and storing **your** information differs from **our** purposes. For their Privacy **Policy** please follow this link https://www.das.co.uk/legal/privacy-statement.

Please note that all personal data that is held by the Data Controllers is safeguarded with appropriate levels of security and in accordance with prevailing Data Protection legislation which includes the Data Protection Act 1998, the General Data Protection Regulation (EU) 2016/679 (the GDPR) and all other Applicable Laws, in addition to any successor or replacement legislation relating to the processing of personal data.

Full Privacy Policy

The details provided here are only a summary of how **we** are processing **your** personal details. For **our** full Privacy **Policy** please follow this link: https://www.callassist.co.uk/privacy-policy. Enquiries in relation to data held by **us** should be directed to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX or by emailing DPO@call-assist.co.uk.

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Sharing your information

We will only share **your** information in the following circumstances:

- it has been authorised by **you**;
- it is with regulatory bodies, including but not limited to the Financial Conduct Authority ("FCA"), Financial Services Authority ("FSA"), and the Financial Services Commission ("FSC");
- it is with fraud prevention and credit reference agencies;
- it is required by law;
- it is being provided to Recovery Operators or other suppliers as required to fulfil **our** contractual and legal obligations in this **Policy** Wording, and in which case **your** personal data will be limited to the minimum ordinarily required for service provision: additionally, these suppliers will only be able to use **your** data to provide the specific services described in this **Policy**.

Your rights

Under the terms of Data Protection legislation, **you** have a number of rights in relation to the information **we** hold about **you**. This includes the right to:

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

Should **you** wish to exercise any of **your** rights under the Data Protection legislation, please direct **your** enquiry to the Data Protection Officer, Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX; email DPO@call-assist.co.uk.

Collecting your information

When **you** apply for **breakdown** cover with **us**, **we** will collect a variety of information about **you** including **your** personal data such as **your** name, address, contact details, date of birth and IP address (which is a unique number identifying **your** computer). Where relevant, **we** will also collect special categories of data (sensitive data) about **you** such as details regarding **your** health.

We will also collect information from a number of different s**our**ces for example: publically available sources such as social media and networking sites; **third party** databases available to the insurance industry; and firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

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Using your information

The main reason **we** collect **your** personal and/or special categories of data is because **we** need it to provide **you** with the appropriate **policy** quotation as well as to manage **your policy** which may include handling a claim or issuing documentation to **you**. **Our** assessment of **your policy** application may also involve an automated decision to determine whether **we** are able to provide **you** with a quotation. If **you** object to **your** data being processed by automated decision-making, then **we** will not be able to provide **you** with **breakdown** cover. **We** will also use **your** data where **we** feel there is a justifiable reason for doing so for example: to collect information regarding **your** past policies; carry out research and analysis (including profiling); and record and monitor calls.

We would also like to stay in contact with **you**, and will therefore send marketing communications to **you** but only where **you** have given **us** specific consent to do so.

Keeping your information

Your data is considered to be an important asset to **us**, and as such, **we** make every effort to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure or destruction.

Measures **we** take to keep **your** data secure include, but are not limited to:

- making regular backups of files;
- protecting file servers and workstations with virus scanning software;
- using a system of passwords so that access to data is restricted;
- allowing only authorised staff into certain computer areas;
- using data encryption techniques to code data when in transit;
- ensuring that staff are only given sufficient rights to any systems to enable them to perform their job function.

Use and storage of your information

We will only keep **your** data for as long as is necessary to provide **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations.

Your data may be transferred to, stored or processed outside the European Economic Area (EEA)- see Call Assist's online Privacy **Policy** for full details. **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or where **we** have taken all reasonable steps to ensure the recipient company has suitable standards in place to protect it.

Service Provider and Insurer

This service is provided by Call Assist Limited. Registered in England and Wales. Registered Company Number: 3668383. Registered office address: Axis Court, North Station Road, Colchester, Essex, CO1 1UX. The **policy** is underwritten by DAS Legal Expenses Insurance Company Limited. Registered in England and Wales. Registered Company Number: 103274. Registered office address: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, Call Assist Ltd, Firm Reference Number 304838 is

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authorised and regulated by the Financial Conduct Authority. DAS Legal Expenses Insurance Company Limited, Firm Reference Number 202106 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Call Recording

To help **Us** provide a quality service, **Your** telephone calls may be recorded.

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Personal Accident Cover

Need to make a claim?

0344 809 9513

Lines open 9am to 5pm Monday - Friday

(closed bank holidays)

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Personal Accident policy wording

Your Insurance

This insurance has been arranged by Sure Thing Insurance Services Ltd. This insurance has been accepted by UK General Insurance Limited, underwritten by Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters based at Königinstrasse 107, 80802 Munich. **UK** Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority, number 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

If **You** have paid the premium as shown in **Your** motor insurance welcome letter, **We** will agree to insure **You**, subject to the terms and conditions of this **Policy**, against **Bodily Injury**, damage or death **You** may incur for Accidents occurring during the **Period of Insurance**. Please take time to read the contents of this **Policy** including how to make a claim. This **Policy** and **Your** motor insurance welcome letter are important documents. Please keep them in a safe place in case **You** need to refer to them for any reason. If **You** do need to discuss any aspect of this **Policy** then please call Sure Thing! on 0344 335 5555.

Your Policy will end if:
(a) **You** do not pay the premium;
(b) **Your** residential address is no longer in the **United Kingdom**;
(c) **You** or **We** cancel the **Policy**; or
(d) The **Motor Insurance Policy** is cancelled for any reason.

Definitions

The following words or phrases have the same meaning wherever they appear in **Your Policy** in bold.

Accident(s)/Accidental: Means a sudden and unexpected **event** involving a road traffic incident which happens by chance and causes Bodily Injury or death during the **Period of Insurance**.
Administrator: **We** have appointed URIS Group Limited to administer **your** policy and Direct Group Property Services Limited handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.
Bodily Injury: Means identifiable physical injury as a result of an **Accident**.
Computer Virus: 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.
Doctor: A medical practitioner (other than **You** or a member of **Your** family) who holds a full qualification entitling him or her to full registration with the General Medical Council.
Electronic Data: Facts, concepts and information stored to form useable data for communications, interpretations, or

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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.
Geographical Limit: **United Kingdom**; and Andora, Austria, Belgium, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including Monaco) Germany, Gilbralta, Greece, Hungary, Iceland, Ireland, Italy (including San Marino and the Vatican City), Latvia, Lithunania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Solvakia, Solvenia, Spain, Sweden, and Switerzerland (including Liechtenstein) providing that **You** are driving the **Insured Vehicle** and do not use the **Insured Vehicle** outside the **United Kingdom** for more than 60 days in the **Period of Insurance**.
Hospital: Means a lawfully registered establishment which has accommodation for residential patients, with facilities for diagnosis and major surgery and which provides a 24-hour service by registered nurses. It does not include a convalescent, self-care or rest home, or a department in a hospital which has the role of a convalescent or nursing home
Insured Person:

Category 1: **You** and **Your** spouse (including Common Law and/or Civil Law Partner).

Category 2: Any passenger travelling in any **vehicle** driven by **You** which they are **insured** to drive under the **Van Insurance Policy**

Insured Vehicle: The vehicle insured under the **Van Insurance Policy**.
Loss of Hearing or Speech: The total, permanent and irrecoverable loss of hearing or speech.
Loss of Limb: Means loss by physical severance at or above the wrist or ankle or the total and permanent loss of an entire hand, arm, foot or leg.
Loss of Sight: Means complete and irrecoverable loss of sight in one or both eyes.
Permanent Total Disablement: Means total disablement from engaging in or attending to any occupation whatsoever for at least 12 months from the date of Bodily Injury, and at the end of that time being beyond hope of improvement.
Period of Insurance: This **Policy** will run concurrently with **Your Van Insurance Policy** for a maximum of 12 months. If **You** arranged this **Policy** after the Start Date of **Your Van Insurance Policy** cover will be provided from the date **You** bought it and will end on the expiry date of **Your Van Insurance Policy**, as detailed on the certificate of van insurance.
Policy: The documents consisting of **Your policy** wording and **Your** van insurance welcome letter
Start Date: The date shown on **Your** certificate of van insurance or the date of purchase as shown in **Your** confirmation letter if **You** have taken this **Policy** out afterwards.
Van Insurance Policy: The Sure Thing! commercial **Vehicle** insurance **Policy** that has been issued to **You** for the **Insured Vehicle**.
UK, United Kingdom: Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
We, Us, Our: UK General Insurance Ltd on behalf of Great Lakes Insurance SE.
You, Your: The person named as the **Policy** holder in the **Van Insurance Policy**

Eligibility

You are eligible to take out Sure Thing! Personal **Accident** Insurance if on the **Start Date You** agree to pay the premium and:

1) **You** have a valid **Van Insurance Policy**;
2) **You** are aged between 18 and 70; and
3) **You** are a **UK** resident with a permanent **UK** address.

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What is Covered

Within the **Geographical Limits** and the **Period of Insurance**, **We** will pay the amount shown below if due to an **Insured Incident** an **Insured Person** suffers Accidental Bodily Injury or death

Insured Incidents

1. An **Accident** which occurs whilst a Category 1 **Insured Person** is driving any **Vehicle** which they are **Insured** to drive under the **Van Insurance Policy**, or whilst they are a passenger in any **Vehicle**, including getting into and out of such a **Vehicle**.
2. An **Accident** which occurs whilst a Category 2 **Insured Person** is travelling in, getting into to or out of, any **vehicle** driven by **You** which **You** are **Insured** to drive under the **Van Insurance Policy**.
3. In relation to both categories of **Insured Person**, a malicious and unprovoked assault by the occupant or rider of another **Vehicle** or pedal cycle which occurs in the vicinity of the **Insured Vehicle**.

The amounts **We** will pay under this section are:

Cover	Limit
Death	£30,000
Death (For any **Insured Person** under the age of 16 years or in full time education)	£2,500
Loss of Sight	£30,000
Loss of Speech	£30,000
Loss of Hearing in both ears	£30,000
Loss of Hearing in one ear	£7,500
Loss of Limb / Limbs	£30,000
Permanent Total Disablement (excluding **Loss of Sight**, Loss of Limbs, **Loss of Hearing or Speech**)	£30,000
Emergency Dental Expenses	Up to £250 for emergency dental treatment for the **Insured** Persons natural teeth within 7 days of the assault. Cover excludes the first £25 of each and every claim.
Personal Effects	Up to £150 for damage to the **Insured** Persons clothing and or personal effects. Cover excludes the first £25 of each and every claim.

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Cover	Limit
Hospital Daily benefit	The **Policy** will pay £100 per each completed 24 h**our** period of stay in **Hospital**, up to a maximum of £3,000. Cover excludes the first 24 h**our** period of stay.
Stress Counselling	Up to 5 stress counselling sessions with a qualified counsellor up to a maximum claim limit of £500.
Total maximum claim limit per person in any one **Accident**	£30,000
Total maximum claim limit for all people in any one **Accident**	£240,000

What We Will Not Cover

This **Policy** will not cover loss, disablement or death arising in the following circumstances:

- Claims for **Insured Person**'s who are over 71 years of age at point of claim;
- More than one claim under each cover from the consequences of one **Accident** to any one **Insured Person**;
- Suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or the **Insured Person**'s own criminal act;
- Riding a motorcycle or moped as a driver or passenger;
- Whilst the **Insured Person** is under the influence of drugs or alcohol;
- Unless otherwise agreed with **Us** this **Policy** will not cover, **Bodily Injury** or death arising from a medical condition which the **Insured Person** suffered from in the 12 month period immediately prior to the **Start Date** of cover which:
  - a) The **Insured Person** knew about, or should reasonably have known about; or
  - b) The **Insured Person** had seen, or arranged to see, a Doctor about;
- Whilst the **Insured Person** is engaged in military, air force or naval services or operations;
- Whilst the **Insured Person** is using the **Insured Vehicle** in any kind of race,track day, motor trade of for private or public hire as a courier, haulier, mini bus or driving instructor;
- Any matrimonial or family dispute;
- Provoked assault or fighting (except in bona fide self defence)

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General exclusions

We will not pay for:

Radioactive Contamination Any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

Electronic data: Any consequence, howsoever caused, including but not limited to **Computer Virus** in **Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupted.

War Risks: 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.

Terrorism: Any direct or indirect consequence of terrorism as defined by the terrorism Act 2000 and any amending or substituting legislation.

General conditions

False/Fraudulent Claims

If **You** or anyone acting on **Your** behalf makes a claim under this certificate of insurance and know the claim is false or fraudulent in any way, the cover is void and the claim will not be paid, and all monies received by **You** or **Your** representatives, shall be immediately repaid. **We** may also share this information with other insurers and with the appropriate law enforcement authorities.

Claims

In the event of any incident which may give rise to a claim **You** must follow the claims procedure detailed in this **Policy**. In the event of a successful claim being made under the death benefit section of this **Policy**, settlement monies will be paid to the deceased's executor(s) and/or **Administrator(s)** of their estate.

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Governing 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 c**our**ts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.

UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as "**We**/**Us**/**Our**" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is Z7739575 This privacy notice is relevant to anyone who uses **Our** services, including policyholders, prospective policyholders, and any other individuals **Insured** under a **Policy**. **We** refer to these individuals as "**You**/**Your**" in this notice. **We** are dedicated to being transparent about what **We** do with the information that **We** collect about **You**. **We** process **Your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

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

What information do we collect about you?

Where **You** have purchased an insurance **Policy** through one of **Our** agents, **You** will be aware of the information that **You** gave to them when taking out the insurance. The agent will pass **Your** information to **Us** so that **We** can administer **Your** insurance **Policy**. For specific types of insurance policies, for example when offering **You** a travel insurance **Policy**, **We** may process some special categories of **Your** personal data, such as information about **Your** health. **We** have a legitimate interest to collect this data as **We** are required to use this information as part of **Your** insurance quotation or insurance **Policy** with **Us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defense of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how **We** use **Your** data. **You** can get more information about this by viewing **Our** full privacy notice online at http://ukgeneral.com/privacy-notice or request a copy by emailing **Us** at dataprotection@ukgeneral.co.uk. Alternatively, **You** can write to **Us** at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Rights and Responsibilities

We have the right, at **Our** expense and in **Your** name to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made.

You must give **Us** or the **Administrator**, and pay for, all the information **We** or they ask for about the claim ie. death certificate. At **Our** cost **You** must also help **Us** to take legal action against anyone or help **Us** defend any legal action if **We** ask **You** to.

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Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

a. supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of **Your** application for cover under the **Policy**;
b. to make sure that all information supplied as part of **Your** application for cover is true and correct;
c. tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to provide answers in-line with the requirement of the Act may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

Transferring Your Interest in the Policy

You cannot transfer **Your** interest in the **Policy** to anyone else.

Police

You must report the **Insured Incident** to the police.

How to Make a Claim

We hope **You** won't suffer any misfortune that would result in **Your** making a claim, but if **You** do, the following guidance may be of assistance.

1. Please read **Your Policy** to check that the cause of the claim is covered.
2. **You** must contact the police as soon as possible.
3. Contact the **Administrator** on 0344 809 9513 as soon as reasonably possible.
4. The **Administrator** may provide **You** with a claim form and a list of the documents that are required.
5. If **You** have been given a claim form to complete please return this to the **Administrator** along with any other items that may have requested.
6. Upon receipt of **Your** claim form the **Administrator** will contact **You** by telephone or post. **UK** General Insurance Limited is an insurers agent and in the matters of a claim act on behalf of the insurer.

Cancellation

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please telephone Sure Thing! on 0344 555 5555 within 14 days from the day of purchase or the day on which **You** receive **Your Policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full. Thereafter **You** may cancel the insurance cover at any time by contacting Sure Thing!, however no refund of premium will be payable. The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document 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) Fraud;
b) Non-payment of premium;

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c) Threatening and abusive behavi**our**;
d) Non-compliance with **Policy** terms and conditions.

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. This **Policy** runs concurrently with **Your Motor Insurance Policy**. If **Your Motor Insurance Policy** is cancelled for any reason this **Policy** will be cancelled also. Seven days notice would be provided.

How to Make a Complaint

It is the intention to give **You** the best possible service but if **You** have a complaint about the way in which **Your Policy** was sold to **You**, it should be addressed to Sure Thing!, Maxim 3, 2 Parklands Avenue, Eurocentral, Motherwell, ML1 4WQ or telephone 0344 335 5555 (all calls are recorded).

If **You** have any questions or concerns about the handling of a claim **You** should contact the administrators at;

Post: Specialist Claims, PO Box 1192, Doncaster, DN1 9PU,
Email: specialist@directgroup.co.uk
Tel: 0344 809 9513 (all calls are recorded for training, compliance, claims and counter fraud purposes).

Please ensure **Your** claim 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 and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

Post: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR
Tel: 0800 023 4567 or from a mobile: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk
Web: 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 authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Great Lakes Insurance SE 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. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

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Replacement Van Cover

Need to make a claim?

0344 809 9963

Free 24hr emergency claim line

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Replacement Van Cover policy wording

This insurance has been arranged by Sure Thing! and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters based at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority, number 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Claims are managed on behalf of the **insurer** by Direct Group Property Services Limited who have appointed SGS Business Process Services (UK) Limited to deal with any claims covered by the **policy** on their helpline: Tel 0344 809 9963.

Replacement Van – How It Can Help

Even if **you** are comprehensively **insured your** van **insurer** may not provide **you** with a **replacement vehicle** in the **event** of a road **accident**, **vehicle** fire or the theft of **your insured vehicle**, leaving **you** without suitable transport. Where a **replacement vehicle** is provided, it will generally be only a small courtesy van provided by the repairer. This **policy** provides **you** with a replacement van, where **your insured vehicle** is:

- written off or damaged beyond economical repair following a fire or road traffic **accident** which is **your** fault; or
- stolen and not recovered.

The replacement van will be provided to **you** by the **hire firm** and the **policy** covers **you** for the **vehicle** hire costs, which are not recoverable from any **third party**, allowing **you** to continue **your** daily life without unnecessary inconveniece.

Making a Claim

If **you** need to make a claim for a replacement van due to an **insured incident** then please call the helpline on 0344 809 9963. Lines are open 24 hours a day throughout the year. If **you** have a valid **policy** in place and the claim is due to an **insured incident**, **you** will be provided with a replacement van within 1 working day of the claim being accepted, which **you** can use for the **hire period**.

Please note the following information will be required:

- **Policy** number;
- **Your** name;
- **Your** address.

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If **your insured vehicle** is stolen or involved in an **accident**, write down as many details as possible including the names and addresses of anyone else involved and any information provided by the police, including crime reference number in the **event** of theft. If **we** accept **your** claim, **we** will arrange for the delivery to **you** of a suitable replacement van, which **you** can use for the **hire period**.

Definitions

All through **your policy** there are certain words printed in bold. These words have special meanings which are shown below.

Computer Virus: 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.
Electronic Data: Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
Geographical Limits: England, Wales, Scotland and Northern Ireland.
Hire Firm: Means the provider of **your replacement vehicle** as arranged by **us**.
Hire Period: The period from the date a replacement van is delivered to **you** until the date when **you** receive a settlement in respect of the value of the **insured vehicle** or the date on which the **insured vehicle** is recovered in the **event** of theft, subject to a maximum of 14 days in any **event**.
Insured Incident:

- A road traffic **accident** which is **your** fault, **damage** by fire or attempted theft within the **geographical limits** that renders the **insured vehicle** a total loss (a write off), as determined or accepted by the **insurer**, the **third party insurer** or by a garage who is a member of the Vehicle Builders & Repairers Association (VBRA) or Motor Vehicle Repairers Association (MVRA) or another similar recognised body; and
- Theft of the **insured vehicle** within the **geographical limits** where the **insured vehicle** is not recovered.
  Please note **you** will be required to provide **your** crime reference number for all theft or attempted theft claims.

Insured Person: **You** and any other person driving the **insured vehicle** with **your** permission and under the cover of **your** van insurance providing they satisfy the **hire firm**'s
standard terms and conditions of hire in force at the date of the **insured incident**.
Insured Vehicle: The vehicle specified in the **van insurance policy** issued with this **policy**.
Insurer, We, Us, Our: UK General Insurance Limited on behalf of Great Lakes Insurance SE.
Van Insurance Policy: The Sure Thing! **van insurance policy** that has been issued to **you** for the **insured vehicle**.
Period of Insurance: 12 calendar months from the start date of this **policy**, or until the next expiry date of **your van insurance policy**, whichever period is the less. In the **event** of cancellation or non-renewal of **your van insurance policy**, all cover under this **policy** shall cease.
Policy: This **policy** of insurance.
Replacement Vehicle: A replacement van not exceeding 1,400cc or a standard commercial **vehicle** having an equivalent engine capacity to the **insured vehicle**. If the **insured vehicle** is a standard commercial **vehicle**, a standard commercial **vehicle** will be provided of equivalent specification to the **insured vehicle** but not exceeding 3.5 tonnes in any **event**.
Third Party: The other person(s) and/or party(s) responsible for the **insured incident**, excluding any **insured person**.

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Vehicle Hire Cost: The cost of hiring a **replacement vehicle** for one continuous **hire period**.
You, Your: Any **insured person**.

What is Covered?

1. Where the **insured** van has been damaged beyond economical repair as a result of an **insured incident** arising during the **period of insurance**, subject to the terms and conditions, **we** will arrange for the supply to **you** of a **replacement vehicle** for the duration of the **hire period** and **we** will pay the **vehicle** hire costs provided that hire has been arranged by **us** through the **hire firm**.
2. The replacement van will be delivered to **you** free of charge as soon as is practically possible and in any **event** within one working day of **you** reporting an **insured incident** to **us**.
3. **You** may ask for the replacement van to be delivered to **you** at any convenient place within the **geographical limits**.
4. A maximum of 2 claims can be made during the **period of insurance**.

General conditions and exclusions

1. **We** will not be able to supply a **replacement vehicle** to any person who does not meet the **hire firm**'s standard terms and conditions of hire in force at the date of the **insured incident**.
2. **We** will not pay **vehicle** hire costs incurred before **our** acceptance of a claim.
3. In the **event** of theft of the **insured vehicle you** must, when reporting to **us**, provide **us** with the name, address and telephone number of the police station to which the theft has been reported and supply the crime reference number which has been allocated by the police.
4. The **insured incident** must be reported under **your** own **van insurance policy**.
5. **We** will not supply a replacement van where the loss of the **insured vehicle** arises out of any act of vandalism or any deliberate or criminal act or omission other than **vehicle** theft.
6. **We** will select a **hire firm** for **you**, and arrange for them to supply a replacement van suitable for **your** needs and availability.
7. **We** will not supply a replacement van if **you** are a taxi driver, private hire **vehicle** driver, self-drive hire operator or motor trader, unless it is for **your** personal use only.
8. **We** will not supply a replacement van where the **insured vehicle** is used for racing, rallies or competitions.
9. **We** will not supply a replacement van where there is any allegation that the **insured incident** arose at a time when the **insured person** had consumed alcohol or illegal drugs.
10. **We** will not be liable for the cost of fuel, fares, fines or fees relating to the replacement van whilst in **your** possession.
11. **We** will not be liable for any further hire charges due after the **hire period**.
12. **You** must keep **us** fully informed at all times of all matters relating to the **insured incident** and in particular must notify **us** immediately if the **insured vehicle** is replaced, settlement received for the value of **insured vehicle**, or where the **insured vehicle** is recovered in the event of theft.
13. This **policy** is written in English and all communications about it will be in English.

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14. If a claim is made which **you** or an **insured person**, or anyone acting on **your** behalf, knows is fraudulent or exaggerated, **we** will not pay **your** claim and cover under **your** insurance will end without any return of premium.
15. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take vehiclee to:
    a) Supply accurate and complete answers to all the questions **we** or the **administrator** may ask as part of **your** application for cover under the **policy**;
    b) Make sure that all information supplied as part of **your** application for cover is true and correct;
    c) Tell **us** of any changes to the answers **you** have given as soon as possible.
16. **We** will not pay for any direct or indirect consequence of:
    - Irradiation, or contamination by nuclear material; or
    - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
    - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
17. **We** will not pay for 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.
18. **We** will not pay for any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
19. **We** will not pay for any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.

Failure to provide answers in-line with the requirement of the Act may mean that **your policy** is invalid and that it does not operate in the **event** of a claim.

Cancellation

This insurance is optional and **you** have a right to cancel **your policy** during a period of 14 days from the **start date** of the **policy** or the day on which **you** receive **your policy** document, whichever is the later. If **you** wish to cancel during this period, **you** will be entitled to a full refund of any premiums paid providing **you** have not made a claim, by contacting Sure Thing! on 0344 335 5555. **You** can also cancel **your policy** at any other time by calling Sure Thing!, however no refund of premium will be made. The **insurer** shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the **insured** at their last known address.

Valid reasons may include but are not limited to:

a) Fraud;
b) Non-payment of premium;
c) Threatening and abusive behaviour;
d) Non-compliance with **policy** terms & conditions.

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Provided the premium has been paid in full **you** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. This **policy** runs concurrently with **your motor insurance policy**. If **your motor insurance policy** is cancelled for any reason this **policy** will be cancelled also. Seven days notice would be provided.

How to Make a Complaint

It is the intention to give **You** the best possible service but if **You** have a complaint about the way in which **Your policy** was sold to **You**, it should be addressed to Sure Thing!, Maxim 3, 2 Parklands Avenue, Eurocentral, Motherwell, ML1 4WQ or telephone 0344 335 5555 (all calls are recorded).

If **you** have any questions or concerns about the handling of a claim **you** should contact the administrators at:

Post: Customer Relations Team,
PO Box 1193, Doncaster,
DN1 9PW
Email: customer.relations@urisgroup.co.uk
Tel: 0344 854 2072 (all calls are recorded for training, compliance claims and counter fraud purposes).

Please ensure **your** claim 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 and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

Post: The Financial Ombudsman Service, Exchange Tower, Harb**our** Exchange Square, London, E14 9SR.
Tel: 0800 023 4567 or 0300 123 9123 from a mobile.
Email: complaint.info@financial-ombudsman.org.uk
Web: 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 authority Trading Standards Service or Citizens Advice Bureau.

Compensation scheme

Great Lakes Insurance SE 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. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

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Governing 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.

UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as "**we**/**us**/**our**" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals **insured** under a **policy**. **We** refer to these individuals as "**you**/**your**" in this notice. **We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance **policy** and meet **our** contractual requirements under the **policy**. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance **policy** through one of **our** agents, **You** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance **policy**. For specific types of insurance policies, for example when offering **you** a travel insurance **policy**, **We** may process some special categories of **your** personal data, such as information about **your** health. **We** have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance **policy** with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defense of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at http://ukgeneral.com/privacy-notice or request a copy by emailing **us** at dataprotection@ukgeneral.co.uk. Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

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Windscreen Protection

Need to make a claim?

0344 809 9513

Lines open 9am to 5pm Monday - Friday

(closed bank holidays)

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Windscreen Protection policy wording

Insurer

This insurance has been arranged by Sure Thing! with UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters based at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority, number 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in bold throughout this **policy**.
Administrator: **We** have appointed URIS Group Limited to administer **your** policy and Direct Group Property Services Limited handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.
Computer Virus: 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.
Electronic Data: Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
Excess: a) £50.00 each and every claim if **you** use **our** recommended glass replacement provider; or,
b) £100.00 each and every claim if **you** do not use **our** recommended glass replacement provider.
There is no excess payable if **your** windscreen or glass is repaired rather than replaced.
Indirect Loss: Any loss or cost that is not directly caused by the **event** that led to **your** claim. For example any loss or **damage** to any part of the **vehicle** other than the windscreen.
Insurer/we/us/our: UK General Insurance Limited on behalf of Great Lakes Insurance SE.
Period of insurance: This **policy** will run concurrently with **your van insurance policy** for a maximum of 12 months. If **you** arranged this **policy** after the start date of **your van insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your van insurance policy**, as detailed on the certificate of van insurance.
Policyholder/you/your: The person named on the certificate of van insurance who has paid the appropriate premium for this **policy**.
Territorial limits: The **United Kingdom** of Great Britain and Northern Ireland.
Vehicle: The van **vehicle** detailed on the certificate of van insurance which is owned by **you** and for which **you** hold a valid **van insurance policy** issued by an authorised UK van **insurer**.
UK, United Kingdom: Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
Van Insurance Policy: The Sure Thing! commercial vehicle insurance **policy** that has been issued to **you** for the **Insured Vehicle**.

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What Is Covered

Subject to payment of the premium, the **insurer** will, in respect of the **vehicle** identified on **your** certificate of van insurance, insure **you** during the **period of insurance** and within the **territorial limits** against;

1. Breakage of windows or windscreen glass;
2. **Damage** to the windscreen, which would be sufficient to cause the **vehicle** to fail a Department of Transport M.O.T. test.

The maximum amount payable by the **insurer** is £300.00 in any one **period of insurance**. **You** are responsible for payment of the **excess**. **You** will not have to pay the **excess** if **your** windscreen or glass is repaired rather than replaced.

What is Not Covered

This **policy** does not cover:

1. Sunroofs, panoramic windscreens, glass sections of folding or removable roofs, winding mechanisms, lights, reflectors or interior glass;
2. The **excess** for every claim for glass replacement;
3. Any claim where **your vehicle** is used for pace making, racing, speed testing or reliability trials, or whilst **your vehicle** is being used and/or driven on any racetrack or circuit or any other prepared course;
4. Loss of use of **your vehicle** or any **indirect loss** whatsoever;
5. **Damage** to the **vehicle** windscreen or glass which occurs prior to or within the first 30 days of the start date of this **policy**;
6. Any costs incurred by **you** prior to **our** acceptance of **your** claim;
7. Any claim which is covered under any other insurance **policy** held by **you**;
8. Any **damage** that occurs whilst **your vehicle** is used outside the **territorial limits**;
9. Any **damage** to a **vehicle** not listed on the certificate of van insurance.

General Conditions

1. **You** must hold a valid **van insurance policy** issued by an authorised UK van **insurer** in respect of **your vehicle** at all times during the **period of insurance**;
2. The cover provided by this **policy** only applies to the **vehicle** identified in the certificate of van insurance;
3. **You** must take precautions to protect **your vehicle** from malicious or accidental **damage**;
4. **You** must notify Sure Thing! within 14 days if **you** change **your vehicle**. Failure to do so may invalidate any subsequent claim.

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General Exclusions

We will not pay for:

1. **Electronic Data**: Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.
2. Radioactive Contamination: Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
3. War Risks: 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.
4. Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Cancellation

If **you** decide that for any reason, this **policy** does not meet **your** insurance needs then please telephone Sure Thing! on 0344 335 5555 within 14 days from the day of purchase or the day on which **you** receive **your policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

Thereafter **you** may cancel the insurance cover at any time by informing Sure Thing Insurance Services however no refund of premium will be payable. The **insurer** shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document 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) Fraud;
b) Non-payment of premium;
c) Threatening and abusive behavi**our**;
d) Non-compliance with **policy** terms & conditions.

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. This **policy** runs concurrently with **your** Sure Thing! **motor insurance policy**. If **your** Sure Thing! **motor insurance policy** is cancelled for any reason this **policy** will be cancelled also. Seven days notice would be provided.

Governing 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.

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Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:
a) supply accurate and complete answers to all the questions **we** or the **administrator** may ask as part of **your** application for cover under the **policy**;
b) to make sure that all information supplied as part of **your** application for cover is true and correct;
c) tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **you policy** is invalid and that it does not operate in the event of a claim.

Making a Claim

Option 1 – If **you** wish to use the recommended glass repair/replacement provider

1. Call the claims department on 0344 809 9513.
2. They will record details of **your** claim and will arrange for the glass repair/replacement provider to contact **you** in order to arrange for the broken or damaged glass to be repaired or replaced.
3. **You** will be responsible for the first £50.00 (the **excess**) and payment must be made to the recommended glass replacement provider at the same time the glass is replaced. If the glass is repaired there will be no **excess** to pay.
4. **We** will pay the remainder of the recommended glass repair/replacement provider's invoice to them directly.

Option 2 – In the event that **you** do not use the recommended glass repair/replacement provider

1. Call the claims department on 0344 809 9513.
2. They will record details of **your** claim and will confirm whether **you** may instruct a glass repair/replacement provider of **your** choice.
3. It will be **your** responsibility to arrange for repairs to be carried out.
4. When the repair or replacement work has been completed it will be **your** responsibility to pay the provider the full cost of the replacement or repair.
5. **You** must submit the repairer's receipted invoice to the claims department at: Specialist Claims, PO Box 1192 Doncaster DN1 9PU.
6. **We** will provide reimbursement of the replacement costs less the £100.00 **excess**. If the glass is repaired **we** will provide full reimbursement of the repair cost.

UK General Insurance Limited is an **insurers**' agent and in the matters of a claim act on behalf of the **insurer**. Please note that failure to follow these steps may jeopardise the reimbursement of **your** costs.

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How to Make a Complaint

It is the intention to give **you** the best possible service but if **you** have a complaint about the way in which **your policy** was sold to **you**, it should be addressed to Sure Thing!, Maxim 3, 2 Parklands Avenue, Eurocentral, Motherwell, ML1 4WQ or telephone 0344 335 5555 (all calls are recorded). If **you** have any questions or concerns about the handling of a claim **you** should contact the administrators at;

Post: Specialist Claims, PO Box 1192, Doncaster, DN1 9PU
Email: specialist@directgroup.co.uk
Tel: 0344 809 9513 (all calls are recorded for training, compliance, claims and counter fraud purposes).

Please ensure **your** claim 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 and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

Post: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR
Tel: 0800 023 4567 or from a mobile 0300 123 9123.
Email: complaint.info@financial-ombudsman.org.uk
Web: 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 authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Great Lakes Insurance SE 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. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as "**we**/**us**/**our**" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is Z7739575. This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals **insured** under a **policy**. **We** refer to these individuals as "**you**/**your**" in this notice. **We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

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Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance **policy** and meet **our** contractual requirements under the **policy**. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance **policy** through one of **our** agents, **You** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance **policy**. For specific types of insurance policies, for example when offering **you** a travel insurance **policy**, **We** may process some special categories of **your** personal data, such as information about **your** health. **We** have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance **policy** with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defense of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at http://ukgeneral.com/privacy-notice or request a copy by emailing **us** at dataprotection@ukgeneral.co.uk. Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

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Key Cover

Need to make a claim?

0333 241 9574

Please quote the reference 'KeyBack' in order for us to help you more efficiently.

Free 24hr emergency claim line

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Standard Key Cover 1500 - Policy wording

Who does it cover?

The policyholder and any immediate member of their family, including named drivers for motor key cover; When the policyholder is a company this includes current employees authorised to use the relevant **vehicle** or property.

What criteria apply?

- **Territorial limits** are the Great Britain, Northern Ireland, Channel Islands or the Isle of Man;
- Stolen **keys** must be reported to the police and a valid crime reference obtained.
- All claims must be reported within 30 days of occurrence.

Important information

This **policy** has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your policy**, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

a. supply accurate and complete answers to all the questions **we** or the **administrator** may ask as part of **your** application for cover under the **policy**;

b. to make sure that all information supplied as part of **your** application for cover is true and correct; and

c. tell **us** of any changes to the answers **you** have given as soon as possible.

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 any information **you** provide is not complete and accurate, 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.

This **policy** must be read together with **your** current schedule, insurance product information document and any endorsements or certificates. These items together form **your** contract of insurance.

How to make a claim

In the event of a claim, please contact **us** as soon as **you** can giving **us** as much information as **you** can about what has happened to bring about the claim.

Tel: 0333 241 9574
Email: keyclaims@coplus.co.uk
Post: Coplus, Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich, NR1 3PA

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Claims must be reported to **us** within 30 days of occurrence and if an **insured key** has been stolen it must be reported to the police immediately and a crime reference number obtained. **Our** claims line is open 24 h**our**s a day, 365 days a year to assist **you**. In order for **us** to help **you** more efficiently, please quote "KeyBack" in all communications.

How to make a complaint

We hope that **you** are completely happy with this **policy** and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to the sale of this **policy**, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** at:

Post: The Quality Assurance Manager
Coplus
Floor 2 Norfolk
Tower 48-52 Surrey Street
Norwich NR1 3PA
Tel: 0333 241 9574
Email: qtmail@coplus.co.uk

It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claim reference available when **you** contact **us**.

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

Post: The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Our regulator and insurer

This policy is underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct

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Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Motorplus Limited t/a Coplus and Astrenska Insurance Limited are authorised and regulated by the Financial Conduct Authority

Privacy Statement (Astrenska)

How we use the information about you

As **your** insurer and a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you;
- issue **you** this insurance policy;
- deal with any claims or requests for assistance that **you** may have
- service **your** policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed;
- protect our legitimate interests

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.
We will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by us and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy.

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Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that **you** have with us;
- is in the public or **your** vital interest: or
- for our legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that **you** have given us.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information please contact us by email or letter as shown below:
Email address: data.protection@collinsongroup.com
Postal Address: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.
If **you** wish to make a complaint about the use of **your** personal information, please contact our Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at https://ico.org.uk/.

Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

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Fraud prevention, detection and claims history

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

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

Renewal procedure

The term of **your** Premier KeyBack **policy** is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your policy**. If **you** wish to renew this insurance please contact **your** insurance broker who will be able to discuss **your** requirements.

Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply. Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any disputes regarding the interpretation of this **policy**.

Contracts (Rights of Third Parties) Act 1999

The terms of this **policy** are only enforceable by the named **insured**. A person who is not a named **insured** has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a **third party**, which exists or is available apart from that Act.

Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**. **We** will not be bound by any agreement between **you** and **your appointed representative**, or **you** and any other person or organisation. **You** may not assign any of the rights under this **policy** without the **insurer**'s express prior written consent.

Financial Services Compensation Scheme

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Astrenska Insurance Limited 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.

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You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

Use of language

For the purposes of this insurance contract the language used will be English.

Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

Definitions

The words and phrases listed below will have the same meanings wherever they appear in this **policy**. These words and phrases can be identified in **bold** throughout the **policy**.

Home	A building owned or rented by **you** and occupied by **you** as **your** main residence which is used solely for domestic residential purposes and is situated within the **territorial limits**.
Insured Key/Keys	Any **vehicle**, **home** or office **keys** (including security safe **keys** and any immobiliser, infrared handset and/or alarm which is integral to any **insured key** if it cannot be repaired or reprogrammed).
Insurer	**UK** General Insurance Limited, on behalf of Great Lakes Insurance SE. In the event of a claim, **UK** General Insurance Limited act for Great Lakes Insurance SE as their agent.
Period of insurance	12 months from the date of inception of this **policy**
Security Risk	The risk arising from the **accidental** loss or theft of an **insured key** whilst in **your** personal custody which means it may be possible for someone who found the key to trace it to **your vehicle** or property. The decision as to whether or not **your** lost **insured keys** presents a **security risk** will be made by **us**.
Territorial limits	Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

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Terrorism	Any direct or indirect consequence of **terrorism** as defined by the **Terrorism** Act 2000 and any amending or substituting legislation.
Vehicle	Any motor **vehicle** owned by **you** or for which **you** are responsible, associated with **your insured keys**.
We/our/us	Motorplus Limited t/a Coplus.
You/Your/ Insured	The policyholder and any immediate member of the policyholder's family, including named drivers of the **vehicle**. Where the policyholder is a company this includes employees of the company, employed by the company during the **period of insurance** who are authorised to use the relevant **vehicle** or property.

Cover

1. When **your insured keys** are lost, stolen or damaged by **accidental** means within the **territorial limits**, the **insurer** will pay up to £1,500 in any one **period of insurance** in respect of:
   i) locksmiths charges;
   ii) new locks (if a **security risk** has arisen); and
   iii) replacement **insured keys**
2. **Vehicle** hire for a period of up to 3 days if **your vehicle** is unusable as a result of the **insured keys** being lost, stolen or damaged by **accidental** means. The **insurer** will pay up to a maximum of £40 per day for a hire **vehicle** such as a Ford Focus 1.6 or a Peugeot 307 1.6 (ABI class S4).
3. The cost of reasonably incurred onward transportation if **you** are stranded due to the **insured keys** being lost, stolen or damaged by **accidental** means, up to a maximum of £100 per day up to a maximum of 3 days.
4. If **your insured keys** are locked in **your** property or **vehicle you** must report this to **us** and **we** will arrange for a suitable contractor to attend. Upon validation of **your** claim, the **insurer** will reimburse **you** for costs incurred in obtaining a replacement key, or repairing or replacing any damaged lock, up to the **policy** limit of £50.
5. **Insured keys** that are unusable due to being damaged or broken in the lock up to the **policy** limit of £50.

Safeguarding your keys

There are a number of ways in which **you** can take precautions to better protect **your keys** as follows:

a) Never attach anything to **your keys** that contains **your** name, address or any details of where **your** car may frequently be parked and never leave **keys** unattended.
b) Never hide **keys** under door mats, bins or on top of window frames as an opportunistic thief may be watching, or may guess where **keys** may be hidden.
c) Never leave doors or windows open, even by a small amount.
d) Never leave **your keys** in **your vehicle**, even for a moment, especially when **you** are visiting petrol stations, or whilst loading

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or unloading **your vehicle**. Always lock **your** car when leaving it.
e) Do not keep duplicate **keys** on the same key ring as **your** main **keys**.
f) Burglars are increasing turning to key crime as sophisticated security measures are now fitted as standard to new cars, and have been known to break into homes and offices just to steal car **keys**. Never leave car **keys** close to the front door where they can be seen.

General Conditions

The following conditions apply to all sections of this **policy**. **You** must comply with them where applicable in order for **your** insurance to remain in full force and effect.

1. Claims

You must notify **us** within 30 days of any event which gives or may give rise to a claim, complete any forms requested by **us** or **your** insurance broker and promptly supply all information including any receipts and invoices for payment as required.
If an **insured key** has been stolen it must be reported to the police immediately and a crime reference number obtained.
If **you** do not own **your** property and **your** claim is in relation to the **keys** to **your home**, **we** may require permission from the owner, landlord or managing agent of the property to replace lost or stolen **keys**.

2. Cancellation

If **you** decide that for any reason, this **policy** does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

You may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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 the **insurer** reasonably suspects fraud
b) Non-payment of premium
c) Threatening and abusive behavi**our**
d) Non-compliance with **policy** terms and conditions
e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels 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 the **insurer** has provided cover.

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Where the **insurer**'s investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the **policy** immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your policy** being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium. If **your policy** is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other **insurers**, in the future.

3. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and any amending or substituting legislation and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

4. Fraudulent Claims

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**;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- 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; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **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.

5. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

6. Acts of Parliament

All references to Acts of Parliament in this **policy** shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

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General Exclusions

The following exclusions apply to this insurance contract:

1. **We** will pay no more than £1,500 in total in any one **period of insurance** for any and all claims.
2. Any **insured keys** that have been lost or stolen for a period of less than 3 days (unless **we** are satisfied that a delay would cause undue hardship or significant expense)
   The decision as to what constitutes undue hardship or significant expense will be made by **us** and may depend upon whether **you** can access **your home** or **vehicle** during the 3 day wait period or there is a **security risk** following the loss or theft of the **insured keys**;
3. **Insured keys** that are lost, stolen or damaged by **accidental** means by someone other than **you**.
4. Any **insured keys** that are lost, damaged by **accidental** means or stolen and not reported to **us** within 30 days of occurrence.
5. **We** will not replace locks or **insured keys** to a higher specification to those that are lost, damaged or stolen.
6. Locks which were previously damaged prior to the loss or theft of **your insured keys**.
7. Costs incurred where **we** arrange for the attendance of a locksmith or other tradesmen, agent or representative at a particular location and **you** fail to attend.
8. Costs incurred where **you** make alternative arrangements with a **third party**, after **we** have already instructed a locksmith or other tradesman to attend a particular location.
9. Claims arising as a result of **your** failure to take reasonable steps to safeguard **insured key**(s).
10. Any claims made without valid receipts or tickets and prior authorisation by **us**.
11. Any claims made within 48 h**our**s of the inception of this **policy** unless comparable insurance was previously in place and cover continues on an uninterrupted basis.
12. Any claim over £50 for any one incident when **insured keys** are locked inside a property or **vehicle** or broken in the lock or ignition.
13. Any direct or indirect consequence of:
    i) Irradiation, or contamination by nuclear material; or
    ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
    iii) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
14. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
15. Any claims arising from any deliberate or criminal act or omission by **you**.
16. Loss or theft of, or damage to **insured keys** occurring outside the **period of insurance**.
17. If **your insured key** ceases to function correctly a diagnostic check may be requested at **your** own expense. This is to confirm if the fault is with the **insured key** or the **vehicle**. Only faults identified as relating to the **insured key** are covered under this **policy**.
18. Any associated costs (other than the cost of replacing the **Insured key**(s)) if there are duplicate **keys** available to **you** immediately or within a reasonable period of time, unless **we** are satisfied that accessing **your** duplicate **keys** would

cause undue hardship or significant expense. The decision as to what constitutes undue hardship or significant expense will be made by **us** and may depend upon how easily **you** can access **your** duplicate **keys**.

19. **Keys** which are given to **you** for safekeeping by a relative, friend, neighb**our** or employer.
20. Any loss of earnings or profits which **you** suffer as a result of the loss or theft of, or damage to an **insured key**.
21. Stolen **insured keys** which have not been reported to the police and a valid crime reference provided to **us**.
22. Wear, tear or general maintenance of **insured keys** or locks.
23. Any consequence, howsoever caused, including but not limited to **Computer Virus** in **Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupte

    For the purposes of this **policy**, **Electronic Data** shall mean facts, concepts and information stored to form useable 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.

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Excess Protection

Need to make a claim?

03300 123 1134

9am - 5pm Monday - Friday

or do it online

www.excessprotectclaims.co.uk

You will need your policy number to complete the online form

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Excess Protection policy wording

Thank **you** for choosing Motor Excess Protect Insurance. The information in this **policy** wording contains important information and **we** have made it as easy as possible to understand. Please take time to read through it and contact **us** if **you** need any further information.

Insurer

This policy is a contract between **You** and the **Insurer**, Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of **UK** business. Details about the extent of **Their** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company on request.

The **Insurer** will indemnify the **Policyholder** subject to the terms, conditions, clauses and exclusions of this policy during the **Period of Insurance** within the Geographical Limits

This Insurance is administered and claims are handled on behalf of the **Insurer** by Business & Domestic Insurance Services

Business and Domestic Insurance Services is a trading style of Blink Innovation (UK) Limited, who act as an insurance intermediary on behalf of the **Insurer**. Blink Innovation (UK) Limited is authorised and regulated by the Financial Conduct Authority (FCA), Financial Services Reference Number 790304. Registered Office; 6 East Parade, Leeds, LS1 2AD. Registered in England and Wales, Company No. 10257192

The **Insurer** is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **They** cannot meet **Their** obligations to **You**. This depends on the type of business and circumstances of the claim. Insurance arranging and administration is covered for 90% of the claim with no upper limit. **You** can learn more about this scheme at www.fscs.org.uk or by phoning 0800 678 1100 or 0207 741 4100.

What Makes Up this Policy?

This **policy** and the **certificate of insurance** or **confirmation of coverage** document must be read together as **they** form **your** insurance contract.

Monetary Limits

We can insure **you** up to the **cover limit** as specified on **your certificate of insurance** or **confirmation of coverage** document.

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Cooling Off Period

Your policy administrator will refund in full **your** premium, if, within 14 days of purchasing **this insurance you** decide that it does not meet **your** needs providing that **you** have not reported or are intending to report a claim. Once the 14 days has expired **you** may cancel **this insurance** but no refund of premium will be given.

Demands and Needs

This policy will suit the demands and needs of a customer that wishes to cover the cost of the **Excess** applying to **their Motor Insurance Policy** in the event of a valid claim, where the claim value exceeds the combined compulsory and voluntary **Excess** deducted from the motor **insurers** claim settlement.

What is Covered

Subject to the terms and conditions as described in this document and subject to the correct premium having been paid, in the event of an accident to **Your vehicle** that was **Your** fault or a fire, flood, theft or vandalism claim that is settled under the terms of **Your Motor Insurance Policy** (or disputed fault claim that cannot be resolved within 6 months from the incident date), where the **Excess** applying to **Your Motor Insurance Policy** is exceeded, **this Insurance** will pay the cost of the **Excess** deducted from the motor insurers claim settlement.

What is not covered

This Insurance will not cover

1. Any claim notified to **Us** more than 30 days after the incident date.
2. Any claim where the **Excess** under **Your Motor Insurance Policy** is not exceeded.
3. Any claim which occurred prior to the **Excess** Protect start date shown in the **Schedule**.
4. Any contribution or deduction from the settlement of any claim under **Your Motor Insurance Policy** other than the stated policy **Excess**, for which
You have been made liable.
5. Any claim where another party has paid or agreed to pay **Your Excess**.
6. Any claim that is declined under **Your Motor Insurance Policy**.
7. Any **Excess** claim arising from glass repair or replacement.
8. Liability which attaches by virtue of an agreement, but which would not have attached if the agreement did not exist.

Terms used in this Insurance

What the terms mean

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy document and will appear as bold text.

1. **Annual Aggregate Claim Limit** means the maximum amount the Insurer will pay during the **Period of insurance**.

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2. **Excess** means the amount You must pay under the terms of **Your** Motor Insurance Policy.
3. **Motor Insurance Policy** means the insurance policy covering **Your** vehicle, that must be maintained for the period of this insurance.
4. **Insurer / They / Their** means Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA .
5. **This Insurance** means the cover detailed in this policy document.
6. **Issue Date** will be confirmed in the Schedule, being the date on which You either concluded the contract of insurance or the day on which You receive the contractual terms and conditions.
7. **Period of insurance** this is a 12 month contract of insurance that commences on the start date specified in the schedule and ends after 12 months or when the Annual Aggregate Claim limit is reached.
8. **Schedule** means the part of this Insurance that contains details of You and **Your** vehicle, cover selected, the Period of Insurance and claims limit.
9. **Seller** means the company where You purchased this Insurance.
10. **UK** means the United Kingdom, Channel Islands and Isle of Man.
11. **Vehicle** means the Vehicle detailed in the schedule of which You are the owner or registered keeper.
12. **We/Us/Our** means Blink Innovation (UK) Limited T/A Business and Domestic Insurance Services.
13. **You/Your/Insured/Policyholder** means the person or company named in the schedule.

General conditions

1. Right of Recovery- **We** can take proceedings in **Your** name at **Our** expense to recover for the benefit of the **Insurer** the amount of any payment made under **this Insurance**.
2. Other Insurance- If You are covered by any other insurance policy for the **Excess** payable following an incident covered under **this Insurance**, the **Insurer** will only pay **Their** share of the claim.
3. Reasonable Precautions- You or the driver must take reasonable steps to safeguard the **Vehicle** against loss or additional exposure to loss.
4. Keeping to the terms of **this insurance** – For cover to apply, You must adhere to terms and conditions set out in this policy document.
5. Motor Insurance- You must maintain at all times during the **Period of Insurance** a valid **Motor Insurance Policy**.
6. The benefits of **this Insurance** may not be re-assigned or transferred without **our** express consent.

Consumer Insurance (Disclosure and Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

i. Supply accurate and complete answers to all the questions **We** may ask as part of **Your** application for cover under the Policy;
ii. To make sure that all information supplied as part of **Your** application for cover is true and correct;
iii. Tell **Us** of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

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Invalid Cover Benefit

If any Benefit is paid which is found to have been made as a direct or indirect result of **Your** fraud, recklessness or negligence then all payments may be forfeited, and **We** reserve the right to demand that any sum paid by the **Insurer** is repaid by You and/or take the appropriate legal action against You.

Jurisdiction and law

Unless some other law is agreed in writing, **this Insurance** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England and Wales or of the country within the United Kingdom in which You reside.

Claims conditions

1. You must report any claim to **Us** as soon as possible but within 30 days of the incident date and provide all information and assistance which **We** may require.
2. If You or anyone acting for You makes a claim under this policy knowing the claim to be false, **We** will not pay the claim and all cover under **this Insurance** will cease.
3. **We** may appoint a third party representative or loss adjuster to visit You to verify the circumstances of **Your** claim.

Claims procedure

In the event of a possible claim, please contact **Us** at the earliest opportunity and **We** will confirm the claim procedure that must be followed plus a list of documents required to support **Your** claim.

Claims via the internet

Should You wish to claim under **this Insurance**, please visit www.excessprotectclaims.co.uk You will be able to complete the claim form online. You will then receive communication confirming **Your** claim number and a list of documents You are required to return.

Claims by telephone / post

If You do not have access to the internet and would like to claim via telephone / post: Please call **Us** on 0330 123 0307 to notify **Your** claim (opening hours 9am- 5pm Monday- Friday). **We** will register **Your** claim and send an acknowledgement letter with a claim form for You to complete. This correspondence will include a list of documents required to support **Your** claim.

Cancellation

If You decide that for any reason, **this Insurance** does not meet **Your** Insurance needs, please notify the **Seller** within 14 days from the **Issue Date** and the premium paid will be refunded in full. After 14 days You may cancel **this Insurance** however, there is no provision for any part return of the premium paid.

Our commitment to good service

We hope You will be completely happy with **this Insurance** but if something does go wrong, **We** would like to know about it. **We** will do **Our** best to resolve the issue and make sure it doesn't happen again.

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Complaints about the sale of **this Insurance**

If You have any concerns regarding the sale of **this Insurance**, please contact Sure Thing! Insurance.

Complaints about **this insurance**

Please contact **Our** Customer Services team either by:

Tel: 0330 123 1134 09.00-17.00 Monday-Friday
E-mail: customer.services@businessanddomestic.co.uk
Post: Blink Innovation (UK) Limited T/A Business and Domestic Insurance Services, Holgate Park Drive, York, YO26 4GA.

We will acknowledge **Your** complaint within 5 working days. **We** will advise You who is dealing with it and when **We** expect to respond. **We** aim to respond fully within 8 weeks. However, if **We** are unable to provide a final response within this period **We** will write to You before this time and advise why **We** have not been able to offer a final response and how long **We** expect **Our** investigations to take.

If You remain unhappy with **Our** final response, or **We** have not managed to provide a final response within 8 weeks of **Your** complaint, You may be entitled to refer **Your** complaint to the Financial Ombudsman Service for help and advice.

Tel: 0800 023 4567 or 0300 123 9123
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk
Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

If You have purchased **Your** policy Online You can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: www.ec.europa.eu/consumers/odr

Please make sure You always quote **Your** policy number from the **Schedule**.

This complaints procedure doesn't affect Your statutory rights.

Data protection

The **Insurer** is the data controller who determines the purpose and means of processing Your personal data.

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Data Protection Policy

Acasta European Insurance Company Limited need to use **Your** data in order to arrange **Your** insurance and associated products. You are obliged to provide information without which **we** will be unable to provide a service to You. Any personal information provided by You may be held by the **Insurer** in relation to **Your** insurance cover. It may be used by **our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing Your cover and administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about You from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **our** enquiries, which may be seen by other companies who make **their** own credit enquiries. **We** may check **Your** details with fraud prevention agencies. If You provide false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may use these records to;

a. Help make decisions on insurance proposals and insurance claims, for You and members of **Your** household;
b. Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies;
c. Check **Your** identity to prevent money laundering, unless You furnish **us** with satisfactory proof of identity;

We process all data in the **UK** but where **we** need to disclose data to parties outside the European Economic Area (EEA) **we** will take reasonable steps to ensure the privacy of **Your** data. In order to protect **Our** legal position, **we** will retain **Your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **Your** data. Under GDPR legislation, You can ask **us** for a copy of the data **we** hold, have it corrected, sent to a third party or deleted (subject to **our** need to hold data for legal reasons). **We** will not make **Your** personal details available to any companies to use for **their** own marketing purposes. If You wish to complain about how **we** have handled **Your** data, You can contact **us** and **we** will investigate the matter. If You are not satisfied with **our** response or believe **we** are processing **Your** data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

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Tools In Transit

Need to make a claim?

0203 794 9305

Free 24hr emergency claim line

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Tools In Transit policy wording

The Insurer

This insurance is arranged by Sure Thing Insurance Services Limited, administered by Supercover Insurance Ltd and underwritten by Zenith Insurance Plc, Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848 Europort, Gibraltar.

Supercover Insurance Ltd is registered in England and Wales, registration no. 03058631. Registered Office: 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB. Authorised and regulated by the Financial Conduct Authority (No. 313806). This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by contacting them on 0800 111 6768.

Zenith Insurance Plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting insurance business in the UK (Number 211787).

Zenith Insurance Plc is a member of the Association of British Insurers.

All Supercover claims are processed by Direct Group Limited. Certain subsidiaries of Direct Group Limited are authorised and regulated by the Financial Conduct Authority. Registered office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. Financial Services Register number: 307332. Company number: 2461657. Registered in England & Wales.

Important Information

We have not provided you with a personal recommendation as to whether this product is suitable for your needs so you must decide yourself whether it is or not. You have made a decision based on the information made available to you.

This policy meets the demands and needs of those who wish to insure against the cost of replacement tools in the event of theft, destruction or damage whilst in their motor vehicle or in the process of loading or unloading from their motor vehicle.

Introduction

In return for the payment of **your** premium **we** will provide insurance for **your tools in transit** during the period of cover as stated in the schedule, subject to the terms, conditions and limitations shown below or as amended in writing by **us** and during the period of cover. This insurance runs along with **your motor insurance policy** and if **your motor insurance policy** is cancelled / not renewed, all cover under this insurance will end.

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Definitons

The words and phrases defined below have the same meaning wherever they appear in bold in this certificate.

Authorised Person(s) - **you** or one of **your** employees.
Commencement Date – the date on which **your** application for a **policy** was accepted
Motor vehicle – the commercial **vehicle insured** under the **motor insurance policy** including any attached trailer.
Period of Insurance- 12 months from the **Commencement Date** of this **policy**; or on the date on which **your motor insurance policy** expires or is cancelled; or on the date on which **you** cancel this **policy**; whichever is the sooner
Reasonable precautions – all measures that it would be reasonable to expect a person to take in the circumstances to prevent theft of **your tools in transit**.
Territorial Limits – Cover applies within the **geographical limits** of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
Tools in transit – portable tools, tool kits or test equipment connected with the business owned by or hired by **you**.
Unattended – With no **authorised person(s)** authorised by **you**, keeping the **motor vehicle** under observation, and able to observe or prevent and attempt to interfere with it with a reasonable prospect of preventing any unauthorised interference.
We, us, our – Zenith Insurance Plc.
You, your, Insured – the person, who owns the **tools in transit** as stated on the application form.

What We Will Cover

During the **Period of insurance**, **we** will provide cover in accordance with this document. Cover commences when the property is lifted by **you** or **your** employees immediately prior to loading and continues until the property is placed in position (excluding erection, dismantling or installation) by **you** or an **authorised person** at a destination including loading and unloading.

A. If **your tools in transit** are stolen, destroyed or damaged whilst in **your motor vehicle we** will replace them.
B. If **your tools in transit** are stolen, destroyed or damaged during loading or unloading from **your motor vehicle we** will replace them.
C. **We** will insure **your tools in transit** up to a maximum value which can be found in **your** Schedule of Insurance.
D. **We** will either provide replacement **tools in transit** in the **event** of a claim or may at **our** discretion financially reimburse **you** for the value of **your tools in transit**.
E. This cover is limited to two claims in any 12 month period.

Conditions

1. Under Insurance

If, at the time of the incident giving rise to a claim under this insurance, the **tools in transit** being loaded upon, carried by, temporarily housed upon or being unloaded from the **motor vehicle** are valued in **excess** of the maximum sum **insured**, then **we** will only pay for loss or **damage** to the same proportion. For example, if the maximum sum **insured** only covers one third of the cost of replacing the **tools in transit**, **we** will only pay one third of the claim.

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2. Motor vehicle Security Requirement

If the **motor vehicle** is **unattended we** will not accept any claim for theft unless:

a. the **tools in transit** have been concealed in a locked boot or cargo hold or other locked internal compartment and all the **vehicle** windows and doors have been securely locked and fastened and the keys removed and unattached trailers have had anti-hitching devices put into operation. Any additional security measure must also be implemented.

b. forcible and violent means have been used to gain access or entry to the **motor vehicle**. Evidence of which must be submitted with **your** claim.

3. Overnight Requirement

We will not accept any claim for theft of **your tools in transit** from **your motor vehicle** overnight (10pm to 6am) unless the security requirements above have been met and unless the **motor vehicle** is

a) parked in an area secured by a locked gate

b) parked in a locked and secure garage

c) parked in **your** off road driveway next to **your** private home

If these conditions cannot be met then **you** must park **your motor vehicle** in a well-lit area, on the same street as **your** private home, and the **motor vehicle** must be visible from **your** private home.

The overnight requirement shall not apply whilst **you** are undertaking work at a customer's premises between the hours of 10:00pm and 6:00am. The motor vehicle security requirement shall apply at all times whenever **your** vehicle is unattended.

What We Will Not Cover

1. An **excess** fee for each claim of £100.
2. **Your tools in transit** are not covered for theft or attempted theft from any **unattended motor vehicle** where the **motor vehicle** has been left **unattended** and **you** have not checked the **motor vehicle** or **your tools in transit** for more than 48 hours.
3. Loss, theft or **damage** of any sheet ropes, packing materials, securing chains or toggles;
4. Loss, theft or **damage** caused by **you** deliberately damaging or neglecting the **tools in transit**;
5. **Damage** arising from wear & tear, depreciation, deterioration, mildew, moth, vermin, manufacturer and/or latent defects, mechanical or electrical **breakdown**, failure unless external **damage** has occurred.
6. Theft of laptops and/or mobile phones and/or any other mobile communications equipment.
7. Theft of any money, securities, jewellery or anything other than **your tools in transit**
8. Any expense incurred as a result of not being able to use the **tools in transit** or any loss other than the repair or replacement costs of the **tools in transit**.
9. **Tools in transit** whilst being towed on its own wheels or being driven under its own power.
10. Loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material
11. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup, or the actions of any lawful government or public or local authority.

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12. Sonic Boom- damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
13. Any loss or damage other than the cost of replacing the tools in transit, arising from theft or from any other cause whatsoever.
14. Liability of whatsoever nature arising from ownership or use of the tools in transit, including any illness or injury resulting from it.
15. Value Added Tax (VAT) where you are registered with HM Revenue and Customs for VAT.
16. Any damage to the vehicle carrying the tools in transit

Replacement

This **policy** offers replacement only and is not a replacement as new **policy**. If the **tools in transit** cannot be replaced with identical **tools in transit** of the same age and condition, **we** will replace them with ones of comparable specification or the equivalent value taking into account the age and condition of the original **tools in transit**. **We** may, at **our** discretion financially reimburse **you** for the value of **your tools in transit**.

Depreciation

Depreciation (Betterment) is the provision for the depreciation of **your tools in transit** over time. Betterment will be applied at 10% per year from the end of a year.

Conditions and Limitations

1. Unless **we** have agreed otherwise with **you**, English law and the decisions of English courts will govern this insurance.
2. This insurance only covers **tools in transit** bought and used within the **territorial limits**.
3. **You** must provide **us** with any receipts, documents or proof of purchase, that is reasonable for **us** to request or **we** may refuse to consider **your** claim
4. This insurance may only be altered, varied or its conditions altered or premium changed by one of **our** authorised officials, giving **you** 30 days' notice in writing.
5. In the **event** of any claim **you** are responsible for the payment of any outstanding premiums.
6. **You** cannot transfer the insurance to someone else or include any other **tools in transit** without **our** written permission.
7. **Reasonable precautions**
   You shall
   i. only employ steady, reliable and competent drivers covered under a valid **motor insurance policy** issued by an FCA or Financial Regulator authorised **insurer** and must take all **reasonable precautions** to prevent any loss or **damage**
   ii. take all **reasonable precautions** to prevent any loss or **damage** when securing loads
   iii. take all **reasonable precautions** to maintain efficient all vehicles in a roadworthy condition
   iv. take all **reasonable precautions** to ensure that any **vehicle** is suitable for the purpose for which it is used.
   v. maintain in force a valid **motor insurance policy** to cover any **vehicle** carrying **tools in transit**
8. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

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Your right to change your mind (withdrawal period)

You may cancel this insurance, without giving reason, by contacting Sure Thing Insurance Services Limited on 0344 335 5555 within 14 days of it starting, or (if later) within 14 days of **you** receiving the insurance documents if you are a new customer or 14 days from the renewal date if you are an existing customer.

You will receive a full refund of all premium paid provided that no claim has been paid by **us** and **you** do not intend to make a claim under this insurance.

Cancellation by you after the withdrawal period

If **you** wish to cancel **your** insurance after the initial 14 day withdrawal period **you** can do so by contacting Sure Thing Insurance Services Limited on 0344 335 5555 however no refund of premium will be made.

Cancellation by us

We may cancel **your** insurance by giving **you** 30 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:

1. Fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions

If **we** cancel **your** insurance **we** will refund the premium relating to the remaining period of insurance on a proportionate basis.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

a) supply accurate and complete answers to all the questions **we** or the **administrator** may ask as part of **your** application for cover under the **policy**
b) to make sure that all information supplied as part of **your** application for cover is true and correct
c) tell **us** of any changes to the answers **you** have given as soon as possible.

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 any information **you** provide is not complete and accurate, 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.

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Claims Procedure

You must:

- notify Direct Group Limited on 0203 794 9305 as soon as possible but in any **event** within 28 days of discovery of the any incident likely to give rise to a claim under this insurance;
- report the theft of any **tools in transit** to the Police within 48 hours of discovery and obtain a crime reference number in support of a theft claim;
- pay an **excess** fee of £100 for any claim before **your** claim can be approved;
- provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the theft including but not limited to household insurance. Where appropriate a rateable proportion of the claim may be recovered direct from these Insurers.
- provide a copy of the purchase or hire receipt for the items **you** are claiming for. Failure to provide a receipt for **your tools in transit** will result in **your** claim being refused.
- provide evidence of forced entry for claims relating to theft from **vehicle**.

To help **us** improve **our** service **we** may record or monitor telephone calls.

Warning

We will process **your** claim under the terms and conditions of this insurance based on the first reason notified to **us** for the claim. If **your** claim is not covered and **you** then submit a claim having changed the reason **we** consider this as fraud. Details of all such cases will be passed to appropriate agencies for action. In the **event** of fraud **we** reserve the right to refuse the claim and cancel the **policy** with no refund of premium.

Fraud

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**;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- 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; or
- makes a claim for any loss or **damage you** caused deliberately or with **your** knowledge.

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.

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Complaints

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

Complaints regarding:

Sale of the policy

Please contact **your** agent who arranged the insurance on **your** behalf.

Claims

Post: Direct Group
PO Box 1291
Preston
PR2 0QJ

Tel: 0203 794 9300

Email: customer.relations@directgroup.co.uk

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

Every effort will be made to resolve **your** complaint by the end of the third working day after receipt. If they cannot resolve your complaint within this timeframe they will acknowledge **your** complaint within 5 days of receipt and will do their best to resolve the problem within four weeks by sending **you** a final response letter.

If they are unable to resolve **your** complaint in this time they will write to advise **you** of progress and will endeavour to resolve **your** complaint within the following four weeks.

If they are still unable to provide **you** with a final response at this stage, they will write to **you** explaining why and advise when **you** can expect a final response. At this point you may refer **your** complaint to The Financial Ombudsman Service at the following address:

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

Web: www.financial-ombudsman.org.uk

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What you should know

You may go directly to the Financial Ombudsman Service when you first make your complaint, but the Ombudsman will only review your complaint at this stage with our consent. However, we are still required to follow the procedure stated above.

If you have received a final response but are dissatisfied, you have the right of referral to the Financial Ombudsman Service within six months of the date of your final response letter. You may only refer to the Ombudsman beyond this time limit if we have provided our consent.

Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

Compensation Scheme

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from this scheme if We cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

How we use your information

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via www.gadget-cover.com or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in the United Kingdom

How we may collect your information

We may collect details about you from

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

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What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

How we may share your information

In order to provide our services to you, we may share your information with other insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies.

Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

How we may use your information

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services.
- We give details about some of these processes below.

Providing you with details on our Products and Services

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated) You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group. If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

Fraud Prevention and Detection

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance. When carrying out these checks, we will search against fraud detection databases. We may pass details about you to some of these databases. Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

Claims History

We may process data relating to your claims history for the purposes of assessing any claim you may make.
The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

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Credit Searches and Accounting

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

Transfers

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

Your Rights as a Data Subject

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

Data Protection Officer

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at:

Post: Data Protection Officer
Supercover Insurance Limited
45 Westerham Road
Bessels Green
Sevenoaks
Kent
TN13 2QB

Maxim 3, 2 Parklands Avenue, Eurocentral, Motherwell, ML1 4WQ

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