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Private Car

Policy Document

Valid for policies taken out from 10/02/13 



WELCOME TO CHAUCER PRIVATE CAR

We are pleased to welcome you as a Chaucer Private Car policyholder and thank you for choosing to insure your motor vehicle with Chaucer Insurance. We aim to provide the best cover and claims service for all our policyholders to give you peace of mind motoring.

This policy booklet, together with your Policy Schedule, Certificate of Motor Insurance and the Proposal Form or Statement of Insurance, forms the contract between you and us. Please take the time to read and understand it and keep the documents together in a safe place.

We have done everything possible to make your insurance documents as straightforward as possible. This policy booklet gives useful advice on how to make a claim and what you can do if you are unhappy with our service. If you have any questions, please call Chaucer Direct who arranged this cover for you.

On behalf of everyone at Chaucer Insurance we wish you an incident free year with Chaucer Private car.

IMPORTANT INFORMATION

This document is a legally binding contract of insurance between you and us. Please read the definitions on page 4 of this document.

The information you submitted in the Proposal Form or Statement of Insurance forms the basis upon which we have agreed to provide cover. If you know or believe that any information is incorrect or missing, please tell Chaucer Direct immediately. If you do not give us accurate and complete information, your insurance may not be valid and we could refuse to pay any claim. If you need a copy of the Proposal Form or Statement of Insurance, please ask Chaucer Direct.

We have agreed to insure you under the terms, conditions and exceptions in this document or in any endorsements and you must have paid the premium shown in your Policy Schedule for the policy to be valid.

This document has been issued by Chaucer Insurance under the authority granted by the Lloyd's Underwriting Byelaw 2003.



Signed Underwriter

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DEFINITIONS

Guidance notes

Motor insurance documents are quite complicated, so we have provided guidance notes to help you understand your cover. These notes are not part of the contract.

It is important that the information you give us is accurate, otherwise your insurance may not be valid.

Action	the pursuit of civil proceedings and appeals against judgment following a road traffic accident involving your vehicle.	Civil Partner	as defined in the Civil Partnership Act 2004.
Arc	Arc Legal Assistance Ltd who administer the Motor Legal Protection on our behalf. Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. Their FSA reference number is 305958.	Consent/Authority/ Authorised/ Permission	agreement granted by an appropriate person for an event to take place, when such agreement is given before the event takes place.
Breakdown	an electrical or mechanical failure to the vehicle, which immediately renders the vehicle immobilised.	Courtesy Car	a small class "A" vehicle provided by a Chaucer Insurance approved repairer on a voluntary basis for the duration of an authorised repair. The provision of a courtesy car is not an automatic entitlement under the policy.
Certificate of motor insurance	the legal document which is evidence that you have the insurance needed by law. This document shows the insured car, who may drive it and the purposes for which it may be used.	Court Proceedings	the Service of Court Proceedings.
Chaucer Insurance	the underwriters who will only pay their share of a claim. They are part of an authorised	Endorsement	a change in the terms of your insurance. An endorsement does not apply unless the number appears in your schedule.
		Excess	the amount you have to pay towards any valid claim under this insurance.
		Guaranteed Hire Car	the small class 'A' vehicle (such as a Peugeot 107) or 4-door family vehicle (such as a Ford Mondeo) provided under Section 16.
			Lloyd's Syndicate. If you want to know all their names and what percentage each must pay, write to us quoting the document reference number and the year you started this insurance. You will find this information on your schedule.

In-car entertainment and navigation equipment	all radios, television sets, cassette players, compact disc players, navigation equipment and navigation equipment permanently fitted to your car. We do not cover citizens' band radios, telecommunications equipment and portable items such as cassette tapes, compact discs, minidiscs or any other music-storage device.
Legal expenses insurance adviser	Lyons Davidson Solicitors or their agents who shall be appointed by Arc to act for you.
Legal expenses insurance adviser's costs	reasonable legal fees up to the hourly rate shown in the Arc fee scale ruling at the time the legal expenses insurance adviser is instructed and disbursements essential to your case and assessed on the standard basis of assessment. Third party costs shall be covered if awarded against you and paid on the standard basis of assessment.
Market value	the cost of replacing your vehicle, if this is possible, with one of a similar make, model, year, mileage and condition.
Period of insurance	the length of time covered by this insurance as shown in the schedule.
Retail customer	an individual who is acting for purposes which are outside his trade, business or profession.
Terrorism	any action which contravenes the Terrorism act 2006

The schedule details of the sections of this insurance document which apply to you.

You must read this insurance document together with your schedule and certificate of motor insurance.

The schedule should show details of you and your car and the cover you have asked for.

Unattended	when you or any passengers are not sitting in your vehicle.
United Kingdom	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
Voluntary work	unpaid work for a registered charity or similar organisation.
We, us, our	Chaucer Insurance.
You, your	the insured person named in the certificate of motor insurance and the schedule.
Your car	the insured car shown in the schedule, including any child car seats or booster in the car.



CLAIMS PROCEDURE VERY IMPORTANT IF YOU HAVE AN ACCIDENT

WHAT TO DO IF YOU HAVE TO MAKE A CLAIM

Guidance notes

Please follow these instructions if you need to make a claim.

- 1 You must report all accidents, particularly those involving personal injury, to us immediately. You can phone if necessary. You may also be asked to complete an Accident Report Form. You will need to answer all the questions on the form and sign and date it.**
- 2 Do not drive away.** You must stop if any person or animal has been hurt, or if any vehicle or property has been damaged.
- 3 Ask for the names and addresses of any other drivers or pedestrians.** If there is another driver involved, ask for the name of his or her insurer and for their insurance policy or certificate number.
- 4 If the accident damaged another vehicle, property or animal, you must give your name, address, vehicle registration number and show your insurance certificate to anyone who needs it. If anyone other than you is injured, you must show your insurance certificate to the police.**
- 5 Write down the names and addresses of any witnesses.**
- 6 If it is safe to do so, take a photograph or draw a diagram of the scene.**

Show as much detail as possible - include:

- ▶ the position of all the cars before and after the accident;
- ▶ the speeds and distances;
- ▶ road names and layout;
- ▶ where witnesses were standing;
- ▶ any obstructions to your or other road users' view; and
- ▶ anything that could be relevant to the accident.

- 7 Do not admit you were at fault in any way or offer to make a payment.** If any other person does this remember to report it to us.
- 8 If you receive any writ, summons or correspondence from anyone else or their representative, send it to us immediately.** You must tell us if there is going to be any police action.

HOW TO MAKE A CLAIM

If you need to tell us about an incident involving damage to or loss of your car, please phone us immediately on **01227 284090**. Calls made to or from this number and other numbers at Chaucer Insurance may be recorded for training and monitoring purposes. You should phone this number even if your policy does not cover the damage. If we are asked to repair your car, we will do this if the damage is covered by the policy and one of our approved assessors has inspected the damage.

We promise to:

- ▶ do our best to sort out your claim with as little paperwork as possible; and
- ▶ start the repair process immediately.

To help us process your claim, please make sure you have your policy details to hand when you contact us. We will also need you to tell us the precise details of the incident. If you are unable to telephone us, please visit our website on www.chaucerdirect.co.uk

Windscreen/Glass Claim

To make a windscreen/glass claim ring the 24-hour Chaucer Glassline and have your certificate of insurance available. **01227 284037**

If your windscreen or glass is repaired whilst outside the UK write to us with full details of the incident that caused the damage, together with the date, time and location of the incident and the invoice for repair/replacement.

Motor Breakdown Recovery Policy Claim

If your vehicle suffers a breakdown in the UK please call our 24 hour Control Room on **0845 408 4874**.

If you are unable to make a connection, please contact us on **01206 714381**.

If your vehicle breaks down in **Europe** please call us on **0044 1206 714381**.

Please have the following information ready to give to our Rescue Controller, who will use this to validate your policy:

- ▶ Your return telephone number with area code.
- ▶ Your vehicle registration.
- ▶ The precise location of your vehicle (or as accurate as you are able in the circumstances)

We will take your details and ask you to remain by the telephone from which you are calling. Once we have made all the arrangements we will telephone to advise who will be coming out to you and how long they are expected to take. Your mobile phone must therefore be switched on and available to

take calls at all times. You will then be asked to return to your vehicle.

If you have not purchased Roadside Assistance you will not be covered.

Motor Legal Protection Policy Claim

To make a Motor Legal Protection Policy claim you should call us on **01227 284090** to report a claim immediately.

Unless a conflict of interest arises you are not covered for legal fees incurred before Court Proceedings are issued unless you use Legal Expenses Insurance Advisers.

Guaranteed Hire Car and Increased Personal Accident Benefits

To make a claim in relation to either a guaranteed hire car and increased personal accident benefits you should call us on **01227 284090** immediately.

Travelling outside the UK

If you are travelling abroad and need to let us know about a motor claim, please contact Chaucer Direct or alternatively phone our local agents on 0044 1252 820161.

Accidents abroad

You may be asked to complete a European Accident Report Form (Constat Amiable D'Accident Automobile) if you are involved in a road traffic accident within the European Union.

Before signing make sure that the boxes are ticked and the comments and diagram are correct. You will be given a copy which should be sent to us as soon as possible. **This document can be legally binding in certain countries**

and you should not sign anything you do not understand.

Your policy does not provide for roadside assistance unless otherwise stated.

You must report the accident immediately to us.



COVER

The cover you have chosen is shown in your schedule. We have divided your cover into different sections.

Guidance notes

Your own schedule will show which parts of this insurance apply to your car as long as you have paid the premium.

Please check that this is the cover you asked for and tell Chaucer Direct if you have any questions.

Motor insurance policy

Comprehensive	If you choose comprehensive cover, sections 1-15 inclusive apply.
Third party fire and theft	If you choose third party fire and theft, sections 1, 2, 3, 5, 6, 11, 13 and 14 only apply. The cover under section 6 is restricted to loss damage caused by fire, theft or attempted theft.
Fire and theft only	If you choose fire and theft only, sections 5, 6 and 15 only apply. The cover under section 6 is restricted to loss or damage caused by fire, theft or attempted theft. (You can only have this cover if your car is kept in your locked garage and is not being used.)
If the insurance is not in one person's name, sections 2, 9 and 10 are cancelled.	

Guaranteed Hire Car

If applicable your cover will be shown on your schedule (through either endorsement D04 or D05) and section 16 will apply.

Increased Personal Accident Benefits

If applicable your cover will be shown on your schedule (through endorsement D06) and section 17 will apply.

Motor breakdown recovery policy

Standard breakdown cover is section 18

Home assist cover is section 19

European assist cover is section 20

If applicable your level of breakdown cover will be shown on your schedule (through endorsements D21, D22, D23, D34 or D25).

Motor legal protection policy

If applicable your cover will be shown on your schedule (through endorsement D07) and section 21 will apply.

The general conditions and exceptions apply to all sections of the insurance.

USE

Guidance notes

It is important to read your certificate of motor insurance to see how you may use your car. We do not cover certain uses.

Your car will only be covered if you are using it in the way agreed on your certificate of motor insurance, or any endorsements. Use in connection with voluntary work by any authorised driver is permitted by this insurance.

Your car will not be covered while it is being used for any competition, rally, trial, track day, performance test, race or speed trial (whether between motor vehicles or otherwise). This exclusion applies even if the event is not on a public road and regardless of whether it is authorised by the police or another relevant authority.



1 | LIABILITY TO OTHERS

Guidance notes

This section explains the cover available if other people claim against you, for injury to them or damage to their property.

WHAT WE COVER

Using your car

We will cover any payments that have to be made for:

- ▶ death of or injury to another person; or
- ▶ damage to other people's property as a result of an accident arising from your vehicle being used.

Other drivers using your car

We will cover you for the following.

- ▶ Another person using your car with your permission as long as this is agreed on your certificate of motor insurance. They will be covered for death or injury to other people, or damaging property. Any passenger in your car will also be given this cover.
- ▶ If we think it is necessary, we will arrange for a solicitor to represent anyone covered under this section.

Business use

- ▶ If your certificate of motor insurance includes business use or your vehicle is being used for voluntary work by you or any authorised driver, the terms in which we insure you under this section (liability to others) are extended to include any liability attached to a principal by

virtue of any contract that you may be under with that principal, as a result of the use of your vehicle.

This section covers your employer while you are using your car on business.

Legal personal representatives

- ▶ If anyone covered by this insurance dies, we will deal with any claim made against their estate as long as the claim is covered by this insurance.

WHAT WE DO NOT COVER

Always check that other drivers have valid licences.

We do not have to settle claims under this section if anybody claiming can claim for the same loss on another insurance.

- a Anyone who is not driving, but who makes a claim, if they knew the driver did not hold a valid driving licence.
- b Anyone who is covered by other insurance.
- c The death of or injury to the driver.
- d Damage, loss of use or any other loss to:
 - ▶ any motor vehicle which is covered under this insurance;
 - ▶ any property you or anyone else driving the vehicle owns or is looking after; and
 - ▶ any trailer, caravan or vehicle towed by or attached to your car.

- e Death of or injury to any person during the course of their employment, except for the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance.
- f Payment of more than £20 million (including legal costs) for damage to other people's property arising from any one claim or series of claims arising from one cause.
- g We shall not pay any claims in relation to business use (mentioned above):
 - ▶ If we do not have full control over the conduct of any claim that occurs;
 - ▶ For death or injury to any employee (or equivalent within the voluntary working sector) of the principal during the course of their employment except for the cover we must provide under the Road Traffic Acts or any other legislation applicable to motor insurance;
 - ▶ For any liability which attaches to the principal by virtue of an agreement which would not have attached in the absence of such agreement;
 - ▶ For any liability resulting from the negligence of any person other than you, your business partner, director or employee (or equivalent of these within the voluntary working sector); or
 - ▶ Where the principal is entitled to indemnity under any other insurance.

2 | DRIVING OTHER CARS

Guidance notes

If your certificate allows you to drive a car which you do not own, you will be covered under this insurance, but only for liability to others.

WHAT WE COVER

We may extend section 1 to cover you while you are driving a motor car you do not own (with the owner's permission), or have not hired or leased, as long as you are not covered by any other insurance. This cover only applies in the United Kingdom. You should consult your certificate and schedule to see whether you have this extension.

WHAT WE DO NOT COVER

- a Any loss or damage to the vehicle you do not own.
- b Any accident which happens outside the United Kingdom.
- c Any accident which happens when this insurance is not in the name of one person.
- d Any liability if you no longer have possession of your car, if it has been damaged so much that it is not worth repairing, or if it has been stolen.
- e Any liability under this insurance if the owner or keeper of the motor car you are driving has not arranged his or her own insurance on the motor car to cover his or her liability to others.

3 | TOWING

Guidance notes

This section allows you to tow a trailer, caravan or broken-down vehicle.

Only one vehicle may be towed at a time, and cover only applies when the vehicle is attached to your car.

The cover for your car will stay the same, but we will insure the trailer or vehicle being towed only for liability to others.

WHAT WE COVER

We will extend section 1 to cover you while your car is towing a caravan, trailer or broken-down vehicle which must be attached securely to your car in line with the manufacturer's recommendations.

WHAT WE DO NOT COVER

We will not cover damage or loss to the caravan, trailer, broken-down vehicle, any contents carried in them or any damage or loss to your car caused as a result of the caravan, trailer or broken-down vehicle not being attached securely to your car in line with the manufacturer's recommendations.

4 | DAMAGE TO YOUR CAR

Guidance notes

Section 4 only applies to comprehensive insurance, and covers damage to your car.

WHAT WE COVER

This section only applies to your car.

We will cover you under this section for damage to your car (less any excess which applies).

We will also provide cover for damage to your car's spare parts and fitted accessories supplied by the manufacturer. You must keep the spare parts and accessories with your car and their value must be within the maximum amount we pay.

We will not pay under this section for damage more specifically covered under sections 5 or 6 of this insurance.

We will either:

- ▶ repair or replace your car; or
- ▶ pay you an amount of cash.

The provisions only applies if the loss is reported to us in line with general conditions

The most we will pay

If your car was first registered from new in the United Kingdom, the most we will pay will be its market value immediately before the accident or loss (including its spare parts and accessories).

If your car was first registered from new in a country other than the

United Kingdom, and we know about this and have agreed cover, the most we will pay will be:

- ▶ the amount shown on your purchase receipt for your car (including spare parts and accessories); or
- ▶ the market value of the manufacturer's United Kingdom model with the nearest equivalent specification (including spare parts and accessories); whichever is lower.

If your vehicle is under a lease agreement the most we will pay is the written down value or the market value whichever is the lesser.

The amount we pay may be different if your vehicle was not registered in the UK from new.

If your vehicle has been imported you must tell us when you arrange cover.

Giving you a new car

If your car is less than one year old and you have been the first and only registered owner, having bought and registered the car in the UK, we will replace it with one of the same make, model and specification if it has:

- ▶ been totally destroyed; or
- ▶ suffered damage covered by the policy and the cost of repairing it will be more than 60% of the last UK list price (including car tax and VAT).

We can only do this if a replacement car is immediately available in the UK and anyone else who has an interest in your car (for example a hire-purchase company) agrees.

If a suitable replacement car is not immediately available in the UK, the most we will pay is the market value of your car before the accident or loss (including its spare parts or accessories). We can only do this if anyone else

with an interest in your car agrees.

Once we have made this payment or provided a replacement, we will be entitled to take ownership of your car.

Courtesy car provision

Following a claim under this section of your policy, you may be entitled to a courtesy car while your car is being repaired. This is subject to:

- ▶ us agreeing that the claim is covered under your policy;
- ▶ the repairs being carried out by one of our approved repairers; and
- ▶ the approved repairer having a car available for you to use.

You will not be entitled to a courtesy car if:

- ▶ we cannot repair your car or the cost of repairing your car is uneconomical or
- ▶ your policy does not cover the damage.

The courtesy car will be insured on a comprehensive basis (including business use if your policy provides this cover) for the period for which we have agreed you may have the courtesy car. Only you and those drivers permitted to drive under your policy will be covered.

You will be required to pay an excess towards any loss or damage to the courtesy car whilst it is in your possession. The excess payable by you will not exceed that payable by you under the terms of your policy.

If we have provided you with a courtesy car and while your car is being repaired it becomes apparent that we cannot repair your car or that the cost of repair is uneconomical you must return the courtesy car within 2 days of us informing you. If you do not, you will have to pay the hire costs of the courtesy car after this period.

You will have to pay the hire costs if you keep the courtesy car for longer than agreed.

Any hire costs which you have to pay may either be deducted from the

settlement we agree to pay you, or added to your excess.

You will have to pay the running costs of the courtesy car (e.g. the cost of fuel) and also any fines or penalties incurred by you, while you are using the car.

Passenger transport provision

If you (or any authorised driver) are more than 50 miles from your home address and are unable to continue the journey as a result of a loss covered by this section, we will reimburse any costs incurred as a result of your alternative travel arrangements up to a maximum of £50 per person (travelling in the car) or £150 in total, whichever is the lesser amount.

If you agree to use one of our approved repairers you may be entitled to a courtesy car for the duration of the repair.

This is subject to availability of courtesy cars at the repairer and whether your car can be repaired.

Please see page 16 for exceptions to section 4.

5 | LOSS OR DAMAGE TO YOUR CAR BY FIRE OR THEFT

Guidance notes

Under this section we will provide cover when your car is stolen, damaged by thieves or damaged by fire. You will need to pay the excess shown on your schedule.

If your car is stolen, we will assume that it was in average condition for its age unless you give us other evidence.

WHAT WE COVER

This section only applies to your car.

We will cover you under this section if the loss or damage to your car is caused by fire, theft or attempted theft (less any excess which applies).

We will also provide the same cover for loss or damage to your car's spare parts and fitted accessories supplied by the manufacturer. You must keep the spare parts and accessories with your car and their value must be within the maximum amount we pay.

We will not pay under this section for loss or damage more specifically covered under section 6 of this insurance.

We will either:

- ▶ repair or replace your car; or
- ▶ pay you an amount of cash.

Theft of keys

If the keys or key fob for your car are stolen, we will pay the cost of replacing:

- ▶ the keys or key fob;
- ▶ the door locks or boot lock (or both); or
- ▶ the ignition and steering lock.

We will also pay the cost of re-coding or, if necessary, replacing any alarm system your car has.

The most we will pay as a result of theft of keys or key fob is £500 for any one incident.

You should make every effort to protect your car from theft. Please make sure you keep your keys safe when you are not using your car.

The most we will pay

If your car was first registered from new in the United Kingdom, the most we will pay will be its market value immediately before the loss or damage (including its spare parts and accessories).

If your car was first registered from new in a country other than the United Kingdom, and we know about this and have agreed cover, the most we will pay will be:

- ▶ the amount shown on your purchase receipt for your car (including spare parts and accessories); or
- ▶ the market value of the manufacturer's United Kingdom model with the nearest equivalent specification (including spare parts and accessories); whichever is lower.

If your vehicle is under a lease agreement the most we will pay is the written down value or the market value whichever is the lesser.

The amount we pay may be different if your vehicle was not registered in the UK from new.

If your vehicle has been imported you must tell us at the time you arrange cover.

Giving you a new car

If your car is less than one year old and you have been the first and only registered owner, having bought and registered the car in the UK, we will replace it with one of the same make, model and specification if it has:

- ▶ been stolen and not recovered;
- ▶ been totally destroyed; or
- ▶ suffered damage covered by the policy and the cost of repairing it will be more than 60% of the last UK list price (including car tax and VAT).

We can only do this if a replacement car is immediately available in the UK and anyone else who has an interest in your car (for example a hire-purchase company) agrees.

If a suitable replacement car is not immediately available in the UK, the most we will pay is the market value of your car before the accident or loss (including its spare parts or accessories). We can only do this if anyone else with an interest in your car agrees.

Once we have made this payment or provided a replacement, we will be entitled to take ownership of your car.

Courtesy car provision

Following a claim under this section of your policy, you may be entitled to a courtesy car while your car is being repaired. This is subject to:

- ▶ us agreeing that the claim is covered under your policy;
- ▶ the repairs being carried out by one of our approved repairers; and

- ▶ the approved repairer having a car available for you to use.

You will not be entitled to a courtesy car if:

- ▶ we cannot repair your car or the cost of repairing your car is uneconomical or
- ▶ your policy does not cover the damage.

The courtesy car will be insured on a comprehensive basis (including business use if your policy provides this cover) for the period for which we have agreed you may have the courtesy car. Only you and those drivers permitted to drive under your policy will be covered.

You will be required to pay an excess towards any loss or damage to the courtesy car whilst it is in your possession. The excess payable by you will not exceed that payable by you under the terms of your policy.

If we have provided you with a courtesy car and while your car is being repaired it becomes apparent that we cannot repair your car or that the cost of repair is uneconomical you must return the courtesy car within 2 days of us informing you. If you do not, you will have to pay the hire costs of the courtesy car after this period.

You will have to pay the hire costs if you keep the courtesy car for longer than agreed.

Any hire costs which you have to pay may either be deducted from the settlement we agree to pay you, or added to your excess.

You will have to pay the running costs of the courtesy car (e.g. the cost of fuel) and also any fines or penalties incurred by you, while you are using the car.

If you agree to use one of our approved repairers you may be entitled to a courtesy car for the duration of the repair.

This is subject to availability of courtesy cars at the repairer and whether your car can be repaired.

6 | LOSS OF OR DAMAGE TO IN-CAR ENTERTAINMENT AND NAVIGATION EQUIPMENT

Guidance notes

We will only pay up to £500 for in-car entertainment and navigation equipment less any excess you have to pay.

WHAT WE COVER

We will cover you under this section for loss of or damage to in-car entertainment and navigation equipment permanently fitted to your car.

If the equipment is fitted as standard by the manufacturer then you will have unlimited cover but will have to pay any excess which applies.

If the equipment is not fitted as standard by the manufacturer the most we will pay to replace or repair the equipment is the market value at the time of the loss or damage up to a maximum of £500. This amount is subject to any excess which may apply.

EXCEPTIONS TO SECTIONS 4, 5 AND 6

What sections 4, 5 and 6 do not cover

- a Damage to or theft of phones or two-way radios.
- b An amount of money to compensate you for not being able to use your car and any other expenses you have to pay because of this.
- c Loss of value, wear and tear.

- d Any reduction in the value of your car, including loss of value following damage whether the car was repaired or not.
- e Damage to tyres caused by braking, punctures, cuts or bursts.
- f Damage caused by frost unless you took reasonable precautions.
- g The cost of repairing or replacing parts of the car which improve your car beyond its condition before the loss or damage happened.
- h The cost of repairing or renewing areas which were not damaged in the incident for which you are claiming.
- i The loss of, or damage to, your car resulting from fraud, deception or attempted fraud or deception or by the using of a counterfeit or other form of payment which a bank or building society will not authorise.
- j The amount of any excess shown in your schedule and in section 8 of this document.
- k Mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages.
- l Loss or damage when your car is left unattended if the last person in charge of your car before the loss or damage happened is not shown on your certificate of motor insurance as allowed to drive.
- m Damage to or loss of your vehicle or its accessories if the vehicle is left unattended unless all ignition keys are removed from your vehicle and all doors, windows and other openings are closed and locked so that your vehicle is fully secured. This applies even for short periods such as in a petrol station.
- n Loss or damage resulting from your car being repossessed by or returned to its rightful owner.
- o Loss or damage caused intentionally by you or any member of your family, or loss or damage someone else causes with your permission or encouragement.
- p Loss or damage caused by an inappropriate type or grade of fuel being used.
- q Loss or damage caused by chewing, scratching, tearing or fouling by

domestic pets, or caused by vermin, insects, mildew or fungus.

- r Replacement of any child car seat or booster seat where the replacement improves the standard of the seat.

Under all contracts some situations are not covered.

Please read this section carefully to make sure you understand what cover is not included in your own insurance.

You are not covered for hiring a replacement car.

You must follow the manufacturer's instructions to avoid liquid freezing in the cooling system of your car.

We will not pay for any repairs or replacements which leave your car in a better condition than it was before the incident. If this happens, you will have to pay something towards the cost.

For cover to apply under this insurance if you lend your car to anyone else, you must make sure that you include them as a driver on your certificate of motor insurance.

If you leave your car, it will not be covered if you have not removed the ignition key, closed the windows and sunroof, and locked all the doors. This even applies for short periods, such as in a petrol station.

7 | REPAIRING AND REPLACING GLASS

Guidance notes

This section shows the cover you have for damage to glass in your windscreen and windows.

WHAT WE COVER

If you have comprehensive cover you can claim for damage to the glass in your vehicle's windscreen, windows or sunroof.

- ▶ If Chaucer Glassline arrange to replace the glass, you will have cover up to the limits shown on your schedule but you will have to pay the excess also shown on your schedule.
- ▶ Unless Chaucer Glassline arrange to replace the glass, you will only be covered for the reasonable cost of replacing the glass subject to a maximum of £250 less the excess.
- ▶ If the damaged glass is repaired, instead of replaced, you will not have to pay the excess, as long as Chaucer Glassline arrange for the repair.
- ▶ If the damaged glass is repaired, instead of replaced, but not through Chaucer Glassline you will have to pay the excess shown on your schedule.
- ▶ As long as there is no other damage, we will pay you under this section and it will not affect your No Claims Discount.
- ▶ Any other excess we mention in this document will not apply to glass claims.

24-HOUR CHAUCER GLASS HELPLINE 01227 284037 AND HAVE YOUR CERTIFICATE OF INSURANCE AVAILABLE

Glass cover only applies to comprehensive insurance - check before you claim.

Please contact Chaucer Glassline's 24-hour helpline on 01227 284037. They will arrange for the repair or replacement.

Chaucer Glassline will ask for your certificate of motor insurance. If you show them this, you will only have to pay the excess, and VAT if you are registered for VAT. You do not need to do anything else. Chaucer Glassline will send the account direct to us.

There is an excess on all glass claims - unless the glass is repaired through Chaucer Glassline.

8 | EXCESSES FOR YOUNG OR INEXPERIENCED DRIVERS

If your insurance allows certain drivers under 25 to drive your car, or people who are inexperienced or hold a non-UK licence, you will have to pay the amount shown towards the cost of repair or towards a total loss payment. This applies whoever is at fault.

Any other excesses shown on your schedule will apply as well.

If your car is damaged while a young or inexperienced person (including you) is driving, or is in charge of the car, you will have to pay the first part of the cost as shown below.

This is in addition to any other excesses that you may have to pay.

Drivers	Amount of excess
Under 21	£300
Aged 21 to 24	£200
Aged 25 or over but not holding a full driving licence issued in the United Kingdom	£149
Aged 25 or over holding a full driving licence issued in the United Kingdom, but having held it for less than a year	£149

These amounts do not apply to fire, theft, attempted theft or glass claims.

9 | PERSONAL ACCIDENT BENEFITS

Guidance notes

This is the cover available for death and injury to your spouse or your civil partner after an accident.

WHAT WE COVER

If you, your husband, your wife or your civil partner are injured or die within three months of an accident in your car and as long as the accident is the only cause of the injury or death, we will pay the following amounts.

- a For death - £2,500
- b For loss of any limb - £2,000
- c For permanent blindness in one or both eyes - £2,000

This cover also applies when you, your husband, your wife or your civil partner are travelling in, or getting in or out of, any other private motor car.

The most we will pay for anyone following one accident is £2,500.

We will make this payment to you or your legal representative.

If you, your husband, your wife or your civil partner have any other insurance contract with us, we will only pay out under one contract.

WHAT WE DO NOT COVER

- a Anyone who is 70 or older at the time of the accident.
- b Death or bodily injury caused by suicide or attempted suicide.
- c Incidents unless this insurance is in one person's name.
- d Anyone who was under the influence of alcohol or any drug at the time of the accident.
- e Death or injury if a claim is made under section 1.

Please read the circumstances where this benefit will not apply.

10 | PERSONAL BELONGINGS

Guidance notes

Most of your personal belongings worth up to £200 are covered, but make a note of the items we do not cover under this insurance.

We expect you to take reasonable care of your belongings by always locking the car and keeping your personal items in the boot.

WHAT WE COVER

We will pay up to £200 for personal belongings in your car if they are stolen or damaged.

WHAT WE DO NOT COVER

- a Trade goods or samples or any equipment to do with your work.
- b Money, stamps or documents.
- c Any audio equipment, cassettes, records or compact discs.
- d Phones or two-way radios.
- e Theft of items carried in an open or convertible car, unless you keep them securely locked in the boot.
- f Property insured under any other insurance contract, or property you have not reasonably protected.

The personal belongings section only applies once for each event.

11 | FOREIGN TRAVEL

Guidance notes

- If you are going abroad on holiday you can take your car to the countries listed for trips up to 3 days. Please tell Chaucer Direct the details of your journey beforehand, otherwise full cover may not apply.

WHAT WE COVER

Automatic cover

- We will extend your insurance cover to apply in the following countries for trips of up to 3 days in any one insurance year while you are using your car for social, domestic or pleasure purposes. You cannot exceed 90 days in total in any one insurance year.

Cover is also included while your car is being transported to and from these countries by rail or by a recognised sea route which takes less than 65 hours.

- a** Any member of the European Union.
- b** Andorra.
- c** Croatia.
- d** Iceland.
- e** Liechtenstein.
- f** Norway.
- g** Switzerland.

If your trip is longer than 3 days or you exceed the 90 days total allowance without our permission cover is reduced to the minimum you need under European Union Directives on motor insurance while your car is in the

countries shown above.

Extended cover

We can extend cover to certain other countries. Please ask Chaucer Direct to arrange this for you.

- ✦ If we agree beforehand and you pay any extra premium we need, you may extend your insurance to apply while you are using your car abroad for business purposes. We will only agree to extend cover to countries which are covered by the International Green Card System.

✦ If you want to use your car abroad for business, you will need to ask Chaucer Direct to arrange for your cover to be extended beforehand.

If we agree beforehand and you pay any extra premium we need, you may extend your insurance to apply for longer than 3 days for any one trip or for more than the automatic 90 day total allowance and endorsement D13 will be shown on your schedule.

If the cover under sections 4 or 5 has been extended to apply abroad we will also cover any foreign customs duty you have to pay as a direct result of the loss of or damage to your car.

SPANISH BAIL BOND

- † Our representatives (in Spain) can act to release your car or you if you or it are held after an accident.

Our representatives can pay up to £1,000 to do this.

If they pay any money under this bond, you will have to refund the

amount to us.

† In Spain you need special cover, known as a bail bond. This bail bond is usually enough to prevent your vehicle being impounded in Spain after an accident.

- ‡ Autorizamos a la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados a actuar en nombre de nuestro Asegurado para obtener la liberación del vehículo y/o del Asegurado y/o de la persona autorizada para conducir el mismo de detención oficial como consecuencia de un accidente.

A tal efecto, la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados queda autorizada por el presente para establecer garantías o depósitos hasta £1000 o 1500 euros en concepto de fianza penal. (La finalidad de esta garantía no es aplicable en casos de multas.)

‡ We have explained your Spanish bail bond cover in Spanish in case you need to show it to the authorities there.

12 | MEDICAL EXPENSES

Guidance notes

In some circumstances you may have to pay for medical treatment after an accident.

You are covered up to £250 for each person for each accident.

WHAT WE COVER

If there is an accident involving your car, we will pay up to £250 to cover the medical expenses of each person who is injured while they are in your car.

13 | LEGAL COSTS

Guidance notes

Under this section we will provide a solicitor to represent you if a 'manslaughter' or 'causing death by dangerous, careless or inconsiderate driving' charge is brought against you after an accident.

WHAT WE COVER

We may provide a legal representative to advise and represent anyone covered under section 1, if proceedings are taken out against that person for manslaughter (including any costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007) or causing death by dangerous or careless/inconsiderate driving.

WHAT WE DO NOT COVER

- a Costs covered by another insurance policy.
- b Proceedings where the driver is under 21 at the time of the accident.
- c Proceedings where the driver was under the influence of alcohol or any drug at the time of the accident.
- d Any costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 in relation to any voluntary work mentioned in section 1.
- e Any fines or penalties imposed as a consequence of a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 or any prosecution costs.

Our cover under this section is limited to £5,000 in any one year of insurance, except for costs arising from you being prosecuted under the Corporate Manslaughter and Corporate homicide Act 2007 which are

limited to £5 million in any one year of insurance unless stated otherwise).

We can settle claims (except those arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 where the limit is £5 million unless stated otherwise) by paying you £5,000 less the costs that have already been paid.

There are limits to the cover we provide.

14 | NO CLAIMS DISCOUNT

Guidance notes

We will give you a discount on your premium each year if you do not make a claim.

If you make a claim and we cannot recover the amount we pay, we will reduce the discount even if the event was not your fault.

If you make two or more claims in one insurance year, you will lose all your discount.

Claims for just glass breakage do not affect your No Claims Discount.

If nobody makes a claim or notifies us of an incident that may lead to a claim under your insurance during the insurance period, we will give you a discount when you renew your insurance. The discount you will receive will depend on the No Claims Discount scale we are using when you renew your insurance.

If you make a claim or notify us of an incident that may lead to a claim in any insurance period, we will reduce the discount you receive.

If more than one car is covered by this insurance, we will assess each car individually.

Your No Claims Discount will not be affected if you only claim for a broken windscreen or windows.

You cannot transfer your No Claims Discount to someone else.

Protected No Claims Discount

Depending on certain conditions you may be able to protect your No Claims Discount if you pay an extra premium. Your No Claims

Discount is only protected if this is shown on your schedule.

If your No Claims Discount is protected we will not reduce it if you do not make more than two claims during any three years of insurance. If three or more claims are made during any three year period we will reduce the discount you receive.

By paying an extra premium you can protect your No Claims Discount. Although your level of No Claims Discount may be protected, this does not mean that your premium will not be increased if, for example, your accident or conviction record justifies this. Chaucer Direct can give you more details.

Guaranteed No Claims Discount

Depending on certain conditions you may be able to guarantee your No Claims Discount if you pay an extra premium. Your No Claims Discount is only guaranteed if this is shown on your schedule.

If your No Claims Discount is guaranteed we will not reduce it if you make a claim under your policy. If any claim(s) is made you will not earn any additional No Claims Discount entitlement for that insurance term.

Guidance notes

By paying an extra premium you can guarantee your No Claims Discount. Although your level of No Claims Discount may be guaranteed, this does not mean that your premium will not be increased. Your No Claims Discount will not increase following any year where you make a claim. Call 01227 284848 for more details.

15 | SUSPENDING COVER

If you tell us that your car is off the road and not being used (except as a result of damage or loss covered by this insurance), we will suspend cover from the date we receive the current certificate of motor insurance. We will suspend either all cover or cover except for fire and theft only.

► Full suspension

If cover is suspended for more than 30 days in a row, we will take 80% of the premium for the period of suspension from your next renewal premium.

► Suspension of cover except for fire and theft only

If cover is suspended except for fire and theft for more than 30 days in a row, we will take 75% of the premium for the period of suspension from your next renewal premium.

To have fire and theft only cover, your car must be kept in your locked garage and you must not use it.

16 | GUARANTEED HIRE CAR

This section only applies to your policy if either endorsement D04 or D05 appears on your schedule.

WHAT WE COVER

In the event that your car cannot be driven as a result of an incident covered under this policy by sections 4 or 5, we will make the provision for hire of an alternative vehicle (including paying the vehicle hire costs) for up to 14 days. You will be insured to drive this vehicle under your Chaucer Direct motor policy.

If you have tried to use our approved repairers and they are not able to provide you with a courtesy car under the provision of sections 4 or 5, we will provide a small class "A" vehicle (such as a Peugeot 107) under this section if you have endorsement D04 (**Guaranteed Hire Car**) on your policy.

You will be provided under this section with a 4-door family car if you have endorsement D05 (**Guaranteed Hire Car +**) on your policy.

EXCEPTIONS TO SECTION 16

WHAT SECTION 16 DOES NOT COVER

1. Any vehicle hire costs that are incurred prior to your claim being accepted.
2. Any claim which is the result of a criminal act affecting the Chaucer Direct motor policy (including theft) which has not been reported to the

police and/or relevant authority(s).

3. Any claim where the hire vehicle will be used outside of the UK.
4. Any claim for an insured event occurring prior to your taking out this cover.
5. Any claim where an insured person does not follow any conditions of hire.

CONDITIONS OF SECTION 16

- a The incident which gives rise to this claim must be reported to us first.
- b If we subsequently reject and repudiate the incident which gives rise to this claim you will be required to reimburse us all incurred costs.
- c You must tell us as soon as your vehicle becomes available for you to drive again.
- d You must agree to us trying to recover any vehicle hire costs in your name and any costs recovered must be paid to us.
- e We can take details of your claim at any time, but can only deliver a hire vehicle between 9am and 4.30pm Monday to Friday (excluding public and bank holidays).
- f All terms, conditions, policy restrictions and excesses which apply to the Chaucer Direct motor policy apply whilst you are driving this alternative vehicle.
- g You must take reasonable steps to keep any duration of hire to a minimum.

17 | INCREASED PERSONAL ACCIDENT BENEFITS

This section only applies to your policy if endorsement D06 appears on your schedule.

INCREASED PERSONAL ACCIDENT BENEFITS

The amounts provided under section 9 are increased and, subject to all other requirements and exclusions of section 9, we will provide:

a For death	-	£5,000
b For loss of any limb	-	£4,000
c For permanent blindness in one or both eyes	-	£4,000

The most we will pay for anyone following one accident is £5,000.

WHAT WE ALSO COVER

If you, or anyone named on your certificate to drive your vehicle, suffers a physical assault as a direct result of any accident involving your vehicle then we will pay up to £5,000 towards your costs for medical expenses, trauma counselling and other associated expenses.

WHAT WE DO NOT COVER

We will not pay for any incident initiated by you, or anyone named on your certificate to drive your vehicle, physically assaulting a third party.

We will not pay for any incident not reported to the police within 7 days or for any incident that occurred outside the UK or any physical assault by a relative or a person known to you or your spouse (inc common law) or your civil partner.

18 | BREAKDOWN COVER

WHAT WE COVER

If your vehicle suffers a breakdown more than a one-mile radius from your home address, service will be provided. We will provide cover as detailed below for any breakdown in accordance with the policy wording. Cover will apply during the period of insurance and within the UK.

Roadside assistance and recovery

Roadside and recovery only applies to your policy if endorsements D22, D23, D24 or D25 appear on your schedule

We will send help to the scene of the breakdown and arrange to pay callout fees and mileage charges needed to repair or assist with the vehicle.

Localised Assistance Cover

THE FOLLOWING COVER APPLIES IF ENDORSEMENT D22 or D23 IS SHOWN ON YOUR SCHEDULE

If, in the opinion of the recovery operator, they are unable to repair the vehicle at the roadside we will arrange and pay for your vehicle, you and up to 6 passengers to be recovered to the nearest garage (which is able to undertake the repair) or to your preferred destination within 20 miles from the scene of the breakdown.

National Assistance Cover

THE FOLLOWING COVER APPLIES IF ENDORSEMENT D24 IS SHOWN ON YOUR SCHEDULE

If, in the opinion of the recovery operator, they are unable to repair the vehicle at the roadside we will arrange and pay for your vehicle, you and up to 6 passengers to be taken to a garage (to undertake the repair), your original destination or your home address.

Any recovery 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 controller 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 TRAVEL

If the recovery operator is unable to repair your vehicle within the same working day or a period agreed between you and our rescue controller, we will pay up to £100.00 (maximum) towards the cost of alternative transport or car hire. We will also pay the cost of a single standard rail ticket for one person to return and collect the vehicle. This service can only be used to complete a journey whilst your vehicle is being repaired a minimum of 20 miles away from your home address.

EMERGENCY OVERNIGHT ACCOMODATION

If we decide to provide alternative accommodation we will pay a maximum of £60.00 for a lone traveller or £40.00 per person for one night for you and up to 6 passengers. The maximum payment per incident is £280.00.

These services will 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 controller. The policy will only pay for a group 1 hire car rate. We will only reimburse claims when we are in receipt of a valid invoice/receipt.

CARAVANS AND TRAILERS

If your vehicle suffers a breakdown and your caravan/trailer is attached, providing the caravan/trailer is fitted with a standard towing hitch and does not exceed 7 metres/23 feet in length (not including the length of the a-frame and hitch), your caravan/trailer will be recovered with your vehicle at no extra cost.

KEYS

If you lose, break, or lock your keys within your vehicle, we will pay the callout and mileage charges back to the recovery operator's base or your home address 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.

19 | HOME ASSIST BREAKDOWN

Home Assist cover only applies to your policy if endorsement D21 appears on your schedule.

WHAT WE COVER

We will send help to your home address or within a one-mile radius of your home address in the event your vehicle suffers a breakdown.

If, in the opinion of the recovery operator, they are unable to repair your vehicle at the roadside, we will arrange and pay for you and your vehicle to be recovered to the nearest garage which is able to undertake the repair.

20 | EUROPEAN BREAKDOWN

European cover only applies to your policy if endorsement D25 appears on your schedule.

WHAT WE COVER

We will provide the cover shown in 'National Assistance Cover' of Section 18, Section 19 (Home Assist Breakdown) and will also provide service in Europe where the maximum duration of any single trip does not exceed three days, unless shown in endorsement D25.

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

Regulations are different when you breakdown in Europe and help may take longer to arrive. We will require detailed information from you regarding the location of your vehicle. We will need to know if you are on an outward or inward journey and details of your booking arrangements. When we have all the required information we will liaise with our European network. You will be kept updated and therefore asked to remain able to access the telephone number you called from.

We will send help to the scene of the breakdown and arrange to pay callout fees and mileage charges needed to repair or assist with the vehicle.

If, in the opinion of the recovery operator, they are unable to repair the vehicle at the roadside we will assist in the following way: -

- ▶ Arrange and pay for your vehicle, you and up to 6 passengers to be recovered to the nearest garage able to undertake the repair.
- ▶ If the vehicle cannot be repaired within 48 hours or by your intended return, whichever is the later, we will arrange for your vehicle, you and up to 6 passengers to be transported either to your home address, or if you would prefer and it is closer, your original destination within Europe. During the 48 hours we will pay for the costs of alternative accommodation and alternative transport (to be agreed and authorised with our rescue controllers)

Notes relating to European cover

If you have broken down on a European motorway or major public road, we are generally unable to assist you and you will often need to obtain assistance via the 'sos' phones. The local services will tow you to a place of safety and you will be required to pay for the service immediately. You can then contact us for further assistance. We will pay a maximum of £150.00 towards reimbursement of the costs, but we will only reimburse claims when we are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

If you have broken down in a European country during a public holiday, many services will be closed during the holiday period. In these circumstances, you must allow us time to assist you and effect a repair to your vehicle. We will not be held liable for any delays in reaching your destination.

We define the territorial limits (Europe) as the following:

Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (West of Bosphorus) and Vatican City.

EXCEPTIONS TO SECTIONS 18, 19 AND 20

These exclusions apply to all levels of Motor Breakdown Recovery unless otherwise stated.

This Motor Breakdown Recovery Policy 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 towing hitch.
 - b breakdowns or accidents to the caravan or trailer itself.
2. Assistance following an accident, theft, fire, or vandalism.
3. Service where glass or windscreens have been damaged.
4. Vehicles that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and your safety is compromised.
5. Breakdowns caused by insufficient fuel.
6. Breakdowns caused by failure to maintain the vehicle in a roadworthy condition including maintenance or proper levels of oil and water.
7. Any additional costs incurred as a result of modifications to your car which you did not tell us about.
8. Any request for service if the vehicle cannot be reached or is immobilised due to snow, mud, sand or flood or where the vehicle is not accessible or cannot be transported safely and legally using a standard transporter.
9. Overloading of the vehicle or carrying more passengers than it is designed to carry.
10. 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.

11. 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 recovery takes effect we will only recover to one address in respect of any one breakdown.
12. Any vehicle which is not listed on your policy schedule as being eligible for breakdown cover with us.
13. Any request for service if the vehicle is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
14. Minibuses, vans, commercial vehicles, horseboxes, or limousines.
15. Any claims relating to the following: -
 - a vehicles exceeding 3,500 kg (3.5 tonnes) gross vehicle weight.
 - b vehicles more than 5.18 metres (17 feet) long, 1.905 metres (6 feet 3 inches) wide and 2.44 metres (8 feet) high.
16. Assistance if the vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
17. The cost of any parts, components or materials used to repair the vehicle.
18. Repair and labour costs other than half an hour roadside labour at the scene.
19. Any winching charges or the use of specialist equipment.
20. The cost of draining or removing contaminated fuel.
21. Storage charges.
22. Any claim within 24 hours of the time the policy is purchased.
23. Any breakdown that occurred before the policy commenced, the vehicle was placed on cover, or before the policy was upgraded.
24. More than six callouts in any one period of insurance.

25. Claims totalling more than £15,000 in any one period of insurance.
26. Any costs or expenses not authorised by our rescue controllers.
27. The cost of food, drinks, telephone calls or other incidentals.
28. Claims not notified and authorised prior to expenses being incurred.
29. The charges of any other company (including police recovery) other than the recovery operator, a car hire agency or accommodation charges which have been authorised by us.
30. Any charges where you, having contacted us, effect recovery or repairs by other means unless we have agreed to reimburse you.
31. Any cost that would have been incurred if no claim had arisen.
32. Any false or fraudulent claims.
33. The cost of alternative transport other than to your destination and a return trip to collect your repaired vehicle.
34. The cost of fuel, oil or insurance for a hire vehicle.
35. 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.
36. Recovery of the vehicle or your transport costs to return the vehicle to your home address once it has been inspected or repaired.
37. Any damage or loss to your vehicle or its contents and any injury to you or any third party caused by us or the recovery operator. It is your responsibility to ensure personal possessions are removed from the vehicle prior to your vehicle being transported.
38. 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.
39. Failure to comply with requests by us or the recovery operator concerning the assistance being provided.

40. A request for service following any intentional or wilful damage caused by you to your vehicle.
41. Fines and penalties imposed by courts.
42. Any cost recoverable under any other insurance policy that you may have.
43. Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
 - a Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - b The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - c Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
44. Any cover which is not specifically detailed within this policy.

Additional exclusions applying to European cover

1. Service where repatriation costs exceed the market value of the vehicle.
2. The cost of recovery from a European motorway exceeding £150.00.
3. Repatriation to the uk within 48 hours of the original breakdown, regardless of ferry or tunnel bookings for the homebound journey or pre arranged appointments you have made within the uk.
4. Repatriation if the vehicle can be repaired but you do not have adequate funds for the repair.

- Any claim where the duration of a single trip is planned to or subsequently exceeds 90 days.

Conditions applying to sections 18, 19 & 20

- 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.
- The driver of the vehicle must remain with or nearby the vehicle until help arrives.
- 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.
- We reserve the right to charge you for any costs incurred as a result of incorrect location details being provided.
- 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 controllers or the recovery operator.
- Your vehicle must be registered to and ordinarily kept at an address within the territorial limits (uk).
- Vehicles must be located within the territorial limits (uk) when cover is purchased and commences.

- We can request proof of outbound and inbound travel dates.
- If the vehicle is beyond economical repair or the cost of the claim is likely to exceed the market value of the vehicle, we have the option to pay you the market value of the vehicle in its current condition and pay for alternative transport home. Although you are under no obligation to do so, the disposal of your vehicle will be your responsibility. If you would prefer your 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.
- We must be advised immediately at the time of contacting us for assistance, if your vehicle is fitted with alloy wheels. If we are not advised and we are unable to provide the service promptly or efficiently through the agent who will be assisting you, you will be charged for any additional costs incurred.
- 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.
- The repair must be carried out if the vehicle is recovered to a dealership and the dealership can repair the vehicle within the terms stated. You must have adequate funds to pay for the repair immediately. If you do not have funds available, any further service related to the claim will be denied.
- You must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If you do not have funds available, any further service related to the claim will be denied.
- 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.
- We may decline service if you have an outstanding debt with us.

- 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.
- 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.
- 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.
- 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.
- The policy is not transferable.
- If, in our opinion, the vehicle is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, we may terminate your policy immediately notifying you, by letter to your home address, of what action we have taken.
- We will provide cover if:
 - You have met all the terms and conditions within this insurance.
 - The information provided to us, as far as you are aware, is correct.

21 | MOTOR LEGAL PROTECTION POLICY

This section only applies to your policy if endorsement D07 appears on your schedule.

This policy is administered on our behalf by Arc. It applies to you, your passengers, all drivers named on your certificate of motor insurance and their passengers whilst using your vehicle.

The amount of cover you have, known as the indemnity limit, is £100,000 in each insurance year. This is the maximum payable in respect of claims you may make under this section following an insured incident.

You, your passengers, or your estate are covered for any insured incident whilst using your vehicle in the UK and any current member state of the European Union (the territorial limits).

WHAT WE COVER

You, your passengers, or your estate are covered for Legal Expenses Insurance Adviser's costs to pursue damages claims arising from a road traffic accident involving your vehicle against those whose negligence has caused your injury or death or caused you to suffer loss of your insurance policy excess or other out of pocket expenses.

Only Legal Expenses Insurance Adviser's costs incurred on your behalf by Lyons Davidson Solicitors or their agents are covered under this insurance until Court Proceedings are issued or a conflict of interest arises. If you appoint any other legal adviser to act for you, your costs will not be covered under this insurance.

We agree to indemnify you in consideration of the premium paid or to be paid subject to the following terms, conditions and exclusions of this policy.

This insurance covers:
Legal Expenses Insurance Adviser's costs incurred in an action up to the indemnity limit where:

- a the insured incident takes place in the period of insurance within the territorial limits; and
- b the action takes place in the territorial limits.

Legal Helpline

Free legal advice on motor related matters is available between the hours of 9.00 am and 5.00 pm, Monday to Friday (excluding bank holidays) on 0844 770 1047.

WHAT WE DO NOT COVER

There is no cover where:

- a you fail to give proper instructions to Arc or the Legal Expenses Insurance Adviser, or respond to a request for information or attendance by the Legal Expenses Insurance Adviser within a reasonable period of time.
- b your act or omission prejudices your or our position in connection with the action.
- c Legal Expenses Insurance Adviser's costs have not been agreed in advance or exceed those for which Arc has given its prior written approval.
- d we void the motor insurance policy or refuse indemnity.
- e any claim reported to us more than 180 days after you or an insured person should reasonably have known about an insured incident.

There is no cover for:

- a Legal Expenses Insurance Adviser's costs incurred or which are recoverable from a court, tribunal or other party.
- b damages, interest, fines or costs awarded in criminal courts.
- c claims made by or against us, Arc or the Legal Expenses Insurance Adviser, unless the claimant was a passenger in a vehicle on this policy.
- d any claim where at the time of the insured incident you did not have a valid road fund licence or comply with any laws relating to the vehicle's ownership or use.
- e a claim arising from an allegation of a deliberate criminal act or omission by you.
- f a claim arising from an allegation that you were in control of the vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
- g any claim arising from racing, rallies, competitions or trials.
- h a claim for breach of contract.
- i Legal Expenses Insurance Adviser's costs beyond those for which Arc has given its prior written approval.
- j an application for Judicial Review.
- k appeals without the prior written consent of Arc.
- l the costs of any legal representative other than those of the Legal Expenses Insurance Adviser, unless a conflict of interest arises, prior to the issue of Court Proceedings.
- m Legal Expenses Insurance Adviser's costs where the amount in dispute relates to vehicle hire charges or vehicle repair costs.
- n Legal Expenses Insurance Adviser's costs incurred in Part 8 Costs Proceedings under the Civil Procedure Rules.

- o any Action that we reasonably believe to be false, fraudulent, exaggerated or where you have made mis-representations to the Legal Expenses Insurance Adviser.
- p applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.

CONDITIONS TO SECTION 21

1 Claims

- a Arc shall appoint the Legal Expenses Insurance Adviser to act on your behalf.
- b We may investigate the claim and take over and conduct the action in your name. Subject to your consent which shall not be unreasonably withheld we may reach a settlement of the action.
- c You must supply at your own expense all the information which Arc reasonably requires to decide whether a claim may be accepted. If Court Proceedings are issued and you wish to nominate an alternative legal adviser to act on your behalf, you may do so. The alternative adviser must:
 - i confirm in writing that he will enable you to comply with your obligations under this insurance.
 - ii agree with Arc the rate at which his costs will be calculated. If no agreement is reached, the Law Society will be asked to nominate an alternative adviser and this nomination shall be binding.
- d The Legal Expenses Insurance Adviser will:
 - i provide a detailed assessment of your prospects of success including the prospects of enforcing any judgment obtained without charge.
 - ii keep Arc fully advised of all developments and provide such information as Arc may require.
 - iii keep Arc regularly advised of Legal Expenses Insurance Adviser's costs incurred.
 - iv advise Arc of any offers to settle and payments in to court. If

contrary to Arc's advice such offers or payments are not accepted there shall be no further cover for legal costs unless Arc agrees in its absolute discretion to allow the case to proceed.

- v submit bills for assessment or certification by the appropriate body if requested by Arc and abide by any decision from that body.
- vi attempt recovery of costs from the Third Parties.
- vii agree with Arc not to submit a bill for Legal Expenses Insurance Adviser's costs to us until conclusion of the Action.
- e In the event of a dispute arising as to costs Arc may require you to change Legal Expenses Insurance Adviser.
- f We shall only be liable for costs for work expressly authorised by Arc in writing and undertaken while there are reasonable prospects of success.
- g You shall supply all information requested by the Legal Expenses Insurance Adviser and Arc.
- h You are liable for any Legal Expenses Insurance Adviser's costs if you withdraw from the action without Arc's prior consent or take action that Arc reasonably believes to be false, fraudulent, exaggerated or where you have made mis-representations to the Legal Expenses Insurance Adviser. Any costs already paid by us will be reimbursed by you.

2 Disputes

Any disputes between you and Arc in relation to Arc's assessment of your prospects of success in the case or nomination of solicitor shall be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

3 Reasonable Prospects

At any time Arc on our behalf may form the view that you do not have a reasonable prospect of success in the action you are proposing to take or are taking. If so, Arc may decline support or any further support. In forming this view Arc may take into account:

- a whether Legal Expenses Insurance Adviser's costs are disproportionate to the value of the damage being claimed in the action.
- b the fact that a reasonable person without legal expenses insurance would not wish to pursue the matter.
- c the prospect of being able to enforce a judgment.
- d the fact that your interests could be better achieved in another way.
- e whether you have a reasonable prospect of succeeding in the action.

GENERAL EXCEPTIONS

THESE EXCEPTIONS APPLY TO THE WHOLE INSURANCE.

Guidance notes

These general exceptions apply to all sections of your insurance and explain when your insurance will not cover you.

- 1 *The driver of your car must be covered on your certificate.*
- 2 *The driver must not be disqualified from driving.*
- 3 *Whoever is driving must keep to the conditions of their driving licence.*
- 4 *This insurance is for the United Kingdom plus the countries described in section 11.*
- 5 *There is no cover under this insurance within restricted areas of airports.*
- 6 *Your car must be safe to drive.*
- 7 *Your car must not be overloaded.*
- 8 *If you are carrying a load it must be safe.*
- 9 *If you are towing a trailer with a load, the trailer and load must be safe.*
- 10 *You can only use your car for the purposes shown on the certificate. You can accept contributions towards petrol as long as you keep to the conditions we set.*

Your insurance does not cover the following

- A Any liability to others, or loss of or damage to any car covered by this insurance when the car is:
 - 1 driven by or in the charge of anyone who is driving without your permission or is not included as a driver in the certificate of motor insurance or who is excluded by an endorsement;
 - 2 in the charge of anyone who is disqualified from driving, or who has not held, or who by law is prevented from holding or getting a driving licence;
 - 3 being driven outside the limitations of the driver's licence;
 - 4 outside the United Kingdom, unless it is allowed by section 11;
 - 5 being used in restricted areas of airports or airfields (we will not pay any claim involving aircraft within the boundary of the airport or airfield);
 - 6 being driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT certificate when needed;
 - 7 being driven with a load or a number of passengers which is unsafe or greater than the manufacturer's specifications;
 - 8 carrying an insecure load;
 - 9 towing a trailer which is unsafe or has an insecure load; or
 - 10 used for a purpose which it is not insured for (as long as you do not make a profit, your employer can pay an allowance for the number of miles you drive, or a passenger can contribute towards the cost of fuel).

Guidance notes

These general exceptions apply to all sections of your insurance and explain when your insurance will not cover you.

- B** Any result of war, revolution or similar event. Any loss or damage caused by any government, public or local authority legally taking or damaging your property.
- C** Any loss or damage caused by:
 - ▶ earthquake; or
 - ▶ riot or civil commotion happening in Northern Ireland or outside the United Kingdom.
- D** Any liability you have accepted by agreement or contract unless that liability would have existed without the agreement.
- E** Any loss or damage caused directly or indirectly by:
 - ▶ ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
 - ▶ the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
- F** Loss or damage caused by pressure waves from aircraft or flying objects.
- G** Loss or damage by pollution or contamination, however caused, other than cover needed by the Road Traffic Acts or any other laws which apply to motor insurance.
- H** Any loss, damage, injury or legal liability caused directly or indirectly by terrorism or any similar event. This exception does not apply to the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance. This exception does not apply to sections 4, 5, 6 and 7 of this insurance.

- I** Any liability, loss or damage where you or any appropriate driver is negligently in breach of the Road Safety Act 2006, except where we are required to provide this cover under the Road Traffic Acts or any other legislation applicable to motor insurance.
- J** Any loss, damage or liability incurred while your vehicle is being used on derestricted toll roads (roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended), including the Nurburgring.

GENERAL CONDITIONS

Guidance notes

You must keep to these conditions or your insurance will not be valid. Your insurance only covers people who meet these conditions and all the information you give to us in the proposal form or statement of insurance must be completely true and accurate.

We will not pay any claim which is false or fraudulent.

If your vehicle is broken into, stolen or vandalised you must tell the police.

This is the procedure for reporting accidents and thefts to us. Do not admit an accident or loss was your fault or negotiate a claim without our permission.

You must keep your car in a safe and roadworthy condition and make every attempt to protect it from damage or theft.

- A** We will only provide the cover described in this insurance under the following circumstances.
 - 1** Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.

- 2** The information you gave on the proposal form or statement of insurance and any declaration is true and complete. If you do not give us accurate information, this could lead to your claim not being paid and/or your insurance not being valid.
- 3** 'Your car' means any car you have told us about and that we have agreed to cover. The car must be your property and registered in your name. If you change the car covered by this insurance or get an extra car which you need cover for, you must tell us beforehand.

We will only provide cover if you have paid the premium.

- B** If a claim is made which you or anyone acting for you knows is false, or if you give us incorrect information or fraudulent documents, we will not pay the claim, cover under this insurance will not be valid, and you will lose any premium you have paid.
- C** After any event which could lead to a claim, tell us immediately by phoning us on 01227 284090 or by writing to the address at the end of this document. If any incident involves theft, attempted theft or vandalism you must also report this to the police as soon as the incident is discovered.
- D** You must send us any letters, writ or summons as soon as you receive them, together with a filled-in report form. Do not answer any letters, send them straight to us. You must also tell us if you know about any prosecutions involving anyone covered by this insurance. If you have an accident or loss, you must not admit to anyone else that it was your fault or negotiate or refuse any claim unless you have our permission.
- E** We are entitled to take full control of any claim and we must be given whatever information and help we need. You must not do anything

that will affect our interest in this insurance. We can prosecute or defend any claim in your name.

- F** If the law in any country to which this insurance applies obliges us to make a payment which we would not otherwise have paid, we reserve the right to recover the amount paid from you or the person, company, partnership or firm that incurred the liability which made the payment necessary.
- G** If your car is damaged and a part or accessory cannot be repaired or replaced, we will only pay you the amount shown in the manufacturer's last United Kingdom list price. If we know that your car is an imported vehicle which we have agreed to cover, and the damaged part or accessory has never been available in the United Kingdom, we will only pay the manufacturer's last list price in the country your car came from. We will not pay for the cost of importing any part or accessory needed to repair your car.
- H** If your car is under a hire purchase or leasing agreement and it is damaged and cannot be repaired or replaced, we will pay the claim to the owner shown in that agreement.
- I** If there is other insurance in force which covers the same loss, damage or liability as our insurance, we will only pay any amount above that provided by the other insurance. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.
- J** You must take all reasonable steps to keep your car in a roadworthy condition at all times, and protect it from loss or damage. You must lock and secure your car when you leave it. We can examine your car at any reasonable time.
- K** If you have an accident, you must take all possible steps to protect your car and its accessories and contents. If the damage to your car is covered by this insurance, you must contact us immediately. We

will not pay for any further damage you cause if you try to drive your car. One of our approved automotive assessors must inspect your car before repairs are started. We will not be responsible for the cost of any new parts or accessories ordered, or repairs carried out, without our agreement. If we think the repair estimate is unreasonable, we may negotiate a lower estimate or pay for any work that may have been done and move your car to another repairer. We have the right to move your car to a safe storage place without asking you.

L If we choose, we may arrange for the repairer to use suitable (possibly recycled) parts and accessories that are made by a company other than the manufacturer of your car.

M You cannot transfer this insurance to anyone else.

N Cancelling during the initial period of cover.

You have a right to cancel this insurance. To do this, you must tell us or Chaucer Direct within 14 days of the start date (or annual renewal date) of your policy or (if later) the day you receive the policy documents and supporting information.

You must return your certificate of motor insurance to us or Chaucer Direct as part of your notice of cancellation.

If you choose to cancel the insurance policy during this initial period of cover, you will have to pay 'pro-rata' rates for the period of time you have had insurance cover. Further administration charges may be applied by Chaucer Direct sufficient to cover their costs.

You may cancel the insurance within 14 days of its start without giving any reasons. You will be entitled to a pro-rata refund of your premium, not including any charges to cover costs.

O This insurance may also be cancelled in the following circumstances.

- ▶ Chaucer Direct can send you seven days' notice to your last known address. If you return the certificate of motor insurance to us, we will refund the part of your premium which applies to the period of the insurance you have left. We will not give a refund if anyone has claimed in the current insurance period. Chaucer Direct may apply further administration charges sufficient to cover costs.
- ▶ You can cancel this insurance after the initial period of cover set out in N above by sending back your certificate of motor insurance and schedule to Chaucer Direct. If you have not made any claims in the current period of insurance, and you are not going to make a claim, we will work out a charge for the time you have been covered. We will refund any amount we owe you and we and Chaucer Direct may apply further administration charges sufficient to cover costs.

We may cancel the insurance by sending you seven days' notice. You may be entitled to a refund of part of your premium. You may also cancel this insurance by returning your certificate of motor insurance and you may be entitled to a refund if you have not made a claim.

P If you pay your premium by instalments and have paid a deposit premium, if we then do not receive an instalment when it is due, we will send you seven days' notice of cancellation. You must pay the full amount you owe before the seven days are up. If you do not pay the full amount, we will cancel the insurance immediately. You must return the current certificate of motor insurance. If your vehicle is lost or damaged and cannot be repaired or replaced and the loss or damage is covered by this insurance, you must pay all the premium you owe. We will have the right to take any premium you owe from the amount of the claim.

Q You must tell us as soon as possible about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed it. If you do not tell us about these changes, your insurance may not cover you fully or at all. If you are not sure whether any facts are important, please ask Chaucer Direct. Here are some examples of changes you should tell us about.

- ▶ A change of car - including getting an extra car. We will need full details of your new car, which must include information about the country in which it was first registered if this was different to the United Kingdom.
- ▶ A change in the way you use your car.
- ▶ A change of address.
- ▶ A change of occupation, including any part-time work.
- ▶ Convictions and prosecutions.
- ▶ A change in the main driver of the car.
- ▶ Details of drivers you have not told us about before.
- ▶ Details if you or anyone who will drive develop any medical conditions.
- ▶ All changes you make to your car, if these make your car different from the manufacturer's standard specification.

Without affecting the condition relating to cancellation we shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this policy in respect of the unexpired term of this insurance to adequately reflect the alteration in the risk. Chaucer Direct may apply further administration charges sufficient to cover costs.

You must tell Chaucer Direct immediately if there are any changes to the information you have given us. If you do not do this, your insurance cover may not be valid.

R This insurance does not give rights to any person other than you (the insured person) unless we say differently elsewhere in this document.

S Unless we have agreed otherwise with you, this insurance is governed by the law applying in the particular country in the United Kingdom you live in. If there is any dispute over which law is to apply to this insurance it will be English law. We will not cover any payments that are awarded by a court in a country outside of the United Kingdom unless your cover has been extended to that country under section 11 of this insurance.

T If your vehicle is lost or damaged and cannot be repaired or replaced, and the loss or damage is covered by this insurance, when we settle your claim your vehicle will become our property. We will not refund any premium for the period of insurance you have left but we may decide to let the cover continue for a replacement vehicle.

Guidance notes

If your vehicle is a 'write-off' and we offer to settle your claim, this insurance will end for your vehicle when you accept the payment. The insurance can only be transferred to a replacement vehicle if we give our permission.

CUSTOMER CARE

ABOUT OUR SERVICE

We are committed to providing you with a high-quality service and we want to make sure that we maintain this at all times. If you feel that we have not provided a first-class service, or if you have any questions about your insurance, please contact Chaucer Direct.

If you are not satisfied with his or her response, please write, quoting the policy number shown on your schedule, to:

The Underwriter
Chaucer Insurance
Chaucer Business Park
Thanet Way
Whitstable
Kent
CT5 3FD

IF YOU ARE STILL NOT SATISFIED

If you remain dissatisfied, you can refer the matter to the Policy holder and Market Assistance Department at Lloyd's.

Their address is:

Policyholder and Market Assistance Department
Lloyd's
One Lime Street
London
EC3M 7HA

Phone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com

Complaints that the Policyholder and Market Assistance Department cannot resolve may be referred to the Financial Ombudsman Service. You can get further details from us at the appropriate stage of the complaints process.

ENDORSEMENTS

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
D04	Guaranteed Hire Car Section 16 applies to your policy and a class A car will be provided for up to 14 days.
D05	Guaranteed Hire Car+ Section 16 applies to your policy and a 4-door family car will be provided for up to 14 days.
D06	Increased personal accident benefits Section 17 applies to your policy.
D07	Motor Legal Protection Section 21 applies to your policy.
D08	Alarm/Immobilisation It is a condition of your policy that, from inception of your policy, your vehicle is fitted with an approved alarm and immobilisation device or an approved immobilisation device (please contact Chaucer Direct for details of approved devices). We will not provide cover under section 5 of your policy in respect of theft or attempted theft of your vehicle or under section 16 of your policy (if it would have otherwise applied) unless: <ul style="list-style-type: none">a it has been fitted with an approved alarm and immobilisation device or an approved immobilisation device. If the above were not fitted by the vehicle manufacturer then a copy of the installation certificate has to be sent intact to us when you submit your claim;

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
D08 (continued)	<p>Alarm/Immobilisation</p> <p>b the device was activated and working efficiently at the time of the loss; and</p> <p>c all keys used to activate/deactivate the alarm and immobilisation device or immobilisation device fitted to your vehicle were sent intact to us when you submitted your claim.</p>
D09	<p>Tracking/Satellite</p> <p>It is a condition of your policy that, from inception of your policy, your vehicle is fitted with an approved tracking/satellite device (please contact Chaucer Direct for details of approved devices). We will not provide cover under section 5 of your policy in respect of theft or attempted theft of your vehicle or under section 16 of your policy (if it would have otherwise applied) unless:</p> <p>a it has been fitted with an approved tracking/satellite system and a copy of the installation certificate was sent intact to us when you submitted your claim;</p> <p>b the device was activated and working efficiently at the time of the loss;</p> <p>c all subscriptions are paid and up to date; and</p> <p>d the tracking/satellite company is notified by you or the last authorised person in control of your vehicle, within four hours of the discovery of the loss.</p>
D10	<p>Overnight Garaging – (Registration Number)</p> <p>We will not provide cover under section 5 of your policy in respect of theft or attempted theft of your vehicle or under section 16 of your policy (if it would have otherwise applied), if between the hours of 10pm to 7am your vehicle is within a one-half mile radius of either:</p> <p>a your private dwelling place; or</p> <p>b any other address specifically agreed by us and is not kept in a locked and secured building.</p>

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
D11	<p>No Claims Discount not prejudiced – vandalism</p> <p>Your No Claims Discount (see section 14 of your policy booklet) will not be reduced (nor, if you have Protected No Claims Discount, will it be affected) if you report a claim where the loss or damage is covered by this insurance and the claim is solely caused by vandalism.</p>
D12	<p>No Claims Discount not prejudiced – uninsured third party</p> <p>Your No Claims Discount (see section 14 of your policy booklet) will not be reduced (nor, if you have Protected No Claims Discount, will it be affected) if you report a claim where the loss or damage is covered by this insurance and the claim is solely caused by a collision with an uninsured driver who is to blame for the incident.</p>
D13	<p>Extended Foreign Travel (... days)</p> <p>The cover provided under section 11 of your policy booklet (Foreign travel) is extended to apply for the number of consecutive days shown above, for the duration of this schedule.</p>
D14	<p>Extended Foreign Travel</p> <p>The cover provided under section 11 of your policy booklet (Foreign travel) is extended to apply for trips of up to 90 days in any one insurance year. The cumulative limit 90 days in any one insurance year still applies.</p>
D16	<p>Keycare</p> <p>This add-on provides cover for lost and stolen keys, replacement locks and any call-out charges up to your annual cover limit. No excess to pay and NCD on main policy is unaffected. 24 hour, 365 days a year emergency helpline. Any of your keys attached to the fob(s) issued by Keycare are covered. All fobs and documents will be issued by Keycare separately from your main policy documents.</p>
D21	<p>Home Assist Breakdown</p> <p>Section 19 applies to your policy</p>

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
D22	Roadside & Recovery Breakdown - Localised Assistance Section 18 applies to your policy
D23	Home Assist and Roadside & Recovery Breakdown - Localised Assistance Sections 18 & 19 apply to your policy
D24	Roadside & Recovery Breakdown - National Assistance Sections 18 & 19 apply to your policy and transportation home or to your original destination (if closer) is covered.
D25	European Breakdown (...days) Section 20 applies to your policy for the number of days shown above, for the duration of this schedule.
DQ2	Fire excess – £(amount) We will not pay the amount shown above for the first part of any claim for loss or damage caused by fire. This excess will not apply to claims under Section 10 of your policy booklet.
HH2	Increased Benefits – In-car Entertainment and Navigation Equipment Under Section 6 of your policy the monetary limit is increased to the amount shown in the schedule (less any excess that applies).
P03	Excluding drivers under 25 We will not provide any cover if your vehicle is being driven by, or is in the charge of, anybody under 25.
P05	Damage excess – £(amount) We will not pay the amount shown above for the first part of any claim you make under Sections 4 or 6 of your policy booklet. This amount is in addition to the excesses shown in Section 8 of your policy booklet.
P12	Drink and Drugs Clause – (Name) We will not provide cover, other than any amount required by law, when an accident happens and the person named above is driving your vehicle and convicted of an offence involving drink or drugs as a result of the accident.

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
P13	Fire and Theft only – vehicle laid up You have told us that your vehicle is laid up and out of use in your garage, as such we are only liable for loss or damage caused by fire, theft or attempted theft (referred to in Sections 5 and 6 of your policy booklet). The terms relating to suspended cover are shown in Section 15 of your policy booklet.
P14	Cover suspended in full – (Registration Number) You have told us that your vehicle is not on a public road and is not being used, as such all cover provided by this insurance is suspended. The terms relating to the suspended cover are shown in Section 15 of your policy booklet.
P17	Driver to be accompanied – (Name) We will not provide cover while your vehicle is being driven by, or is in the charge of, the person(s) named above unless that person is accompanied at all times. The accompanying person must be 25 or over and must hold a current full UK driving licence which has been issued for at least three years. These restrictions do not apply if the accompanying person is a Department of Transport approved driving instructor or examiner.
P18	Vehicle Adapted – (Registration Number) We will only provide cover if your vehicle is suitably adapted to meet the needs of a disabled person named on the schedule.
P30	Excluding driving other cars Section 2 of your policy booklet is cancelled.
P53	Theft excess – £(amount) We will not pay the amount shown above for the first part of any claim for loss or damage caused by theft or attempted theft. This excess will not apply to claims under Section 10 of your policy booklet.
P55	Use in Eire You are covered to use your vehicle in Eire.

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
P82	<p>Fire and Theft excess – £(amount) We will not pay the amount shown above for the first part of any claim for loss or damage caused by fire, theft or attempted theft. If Section 10 of your policy booklet applies to your policy it will not be subject to this excess.</p>
P2B	<p>Driver to be accompanied – (Name) We will not provide cover while your vehicle is being driven by, or is in the charge of, the person(s) named above unless that person is accompanied at all times. The accompanying person must be 21 or over and must hold a current full UK driving licence which has been issued for at least three years. These restrictions do not apply if the accompanying person is a Department of Transport approved driving instructor or examiner.</p>
P6C	<p>Imported Vehicles The following apply to your vehicle:</p> <ul style="list-style-type: none"> a the benefits detailed under the heading 'giving you a new car' in Sections 4 and 5 of your policy booklet do not apply to this insurance. b the most we will pay under Section 7 towards replacement of windscreen or vehicle glass is £500 if you ask Chaucer Glassline to replace the glass. If you do not ask Chaucer Glassline to replace the glass the most we will pay will be £250. We will not pay the glass excess, as shown in your schedule, for any windscreen/glass replacement claim regardless of who you ask to replace it. c provision of a courtesy car is not guaranteed.
PC3	<p>Corporate Manslaughter and Corporate Homicide Act 2007 Unlimited Cover The cover in relation to a prosecution under the Corporate Manslaughter and Corporate homicide Act 2007 provided under Section 13 (Legal costs) is extended to provide unlimited costs in relation to any one claim or series of claims arising from one cause.</p>

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
PC4	<p>Corporate Manslaughter and Corporate Homicide Act 2007 £10m Cover The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Section 13 (Legal costs) is extended to provide costs up to £10m in relation to any one claim or series of claims arising from one cause.</p>
PC6	<p>Corporate Manslaughter and Corporate Homicide Act 2007 Cover Removed The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Section 13 (Legal costs) is removed from your policy.</p>
PD3	<p>Excluding drivers under 30 We will not provide cover when your vehicle is being driven by, or is in the charge of, any person under 30.</p>
PD4	<p>Theft excess – £(amount) We will not pay the amount shown above for the first part of any claim for loss or damage caused by theft or attempted theft. This excess will not apply to claims under Section 10 of your policy booklet.</p>
PE6	<p>Protected No Claims Discount This insurance includes a protected No Claims Discount under Section 14 of your policy booklet.</p>
PW2	<p>Glass Excess (£70) The excess applicable to claims made under Section 7 of your policy booklet is £70.</p>

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
PW9	<p>Glass Damage Limit – (Registration Number) Section 7 of your policy booklet is deleted and replaced with the following – What we cover If you have comprehensive cover you can claim for damage to the glass in your vehicle’s windscreen, windows or sunroof. If Chaucer Glassline arrange to replace the glass, the most we will pay will be £500 and you will only have to pay the excess shown on your policy documents. Unless Chaucer Glassline arrange to replace the glass, you will only be covered for £250 less the excess shown on your schedule. If the damage is repaired, instead of replaced, you will not have to pay the excess. As long as there is no other damage, we will pay you under this section and it will not affect your No Claims Discount. Any other excess we mention in this document will not apply to glass claims.</p>
PX2	<p>Deluxe Cover The cover provided under the following sections is increased: Section 6 – we will pay up to £1,000 (cover remains unlimited if the equipment is fitted as standard). Section 9 – we will pay £5,000 for death, £4,000 for loss of any limb and £4,000 for permanent blindness in one or both eyes. The most we will pay for anyone following an accident is £5,000. Section 10 – we will pay up to £250 for personal belongings in your vehicle if they are stolen or damaged. The passage marked ‘Theft of Keys’ (Section 5) is amended and cover is unlimited for any one incident.</p>
PX3	<p>Guaranteed No Claims Discount Your No Claims Discount will not be reduced if you make a claim under this policy. However, we may take account of claims when calculating your premium. Refer to Section 14 of your Policy Booklet.</p>
PZ1	<p>Economy Cover The following sections of the Private Car policy booklet are cancelled: Section 2, Section 9 and Section 10. The passages marked ‘Giving you a new car’ (Section 4 and 5) and ‘Theft of Keys’ (Section 5) are also cancelled. Section 6 is amended and the amount covered is reduced to £300.</p>

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Chaucer Insurance is a trading name of an authorised Lloyd's syndicate managed by Chaucer Syndicates Limited, which is registered in England (No. 184915).

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