



# YOUR MOTOR POLICY



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*Masterpiece*<sup>®</sup>  
MOTOR

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## ***Thank you for choosing Chubb Masterpiece*** MOTOR

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Since 1882 Chubb has been renowned in America for exceptional insurance cover and service.

We have grown into a world-leading specialist insurer of fine homes and cars, as well as privately owned art, antiques and jewellery. *Masterpiece* was launched in the UK in 1996.

Our trademark three-step approach is designed to eliminate the pitfalls of standard insurance. Each step helps to build to the certainty of superb cover and service:

- First, we agree the value of your car upfront each year, so that you know the exact sum we will pay if it is a total loss
- Then, we offer remarkable all risks cover
- Finally, we aim to pay claims fast. Our claims team is available round-the-clock to provide **fast, fair** and **fuss-free** support.

Our Home insurance shares a similar three-step approach, with an expert home appraisal, worldwide all risks cover without limiting conditions and the legendary Chubb claim service.

Please do read this policy, and I hope you'll appreciate the scope of our cover and why we say we are *designed to be different*.

We are always endeavouring to improve. So, should you find any aspect of our service less than satisfactory, do not hesitate to contact me personally.



**Simon Mobey**

*Personal Insurance Manager for the UK & Ireland*

### ***Recent Independent Recognition***

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#### **PERSONAL LINES INSURER OF THE YEAR**

*Insurance Times Awards\**

**UK Winner: 2008, 2006, 2005, 2004, 2003, 2000**

Runner up: 2007, 2002, 2001

#### **MOTOR INSURER OF THE YEAR**

*Insurance Times Awards\**

**UK Winner: 2007**

Runner up: 2006

#### **BEST IN THE INDUSTRY FOR CLAIM HANDLING**

*Insurance Times Broker Survey*

**Voted best in the UK: 2008, 2007, 2006**

We won the prestigious *Insurance Times* Best Claims Service award\* a record four times between 2000 and 2005, when it was discontinued.

\*Awards voted by 500 randomly selected UK brokers.

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### Your Policy

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This is Your Policy booklet which should be read alongside Your most recent Policy Schedule, Certificate of Insurance, any Amendment to Cover Notices and any endorsements. Together they form the contract between You and Us. They explain in detail the covers as well as any conditions You must comply with.

Please will You take the time to read and understand them. If there is anything that needs clarifying, please contact Your Insurance Broker in the first instance.

Your Policy booklet details all the covers available when You purchase a personal insurance Policy from Us. You may not have all the covers available; Your Policy Schedule and Certificate of Insurance will show You which covers We are providing and the sums insured where appropriate. If You are interested in increasing or adding elements of cover under this Policy please contact Your Insurance Broker to discuss Your requirements.

If You have home insurance with Chubb You will receive a separate Policy booklet that will need to be read together with Your most recent Policy Schedule, any Amendment to Cover Notices and any endorsements.

You must inform Us of any changes to the information on which Your insurance is based. Failure to do so may result in Your insurance no longer being valid and claims not being met. If you are in any doubt about any change please contact Your Insurance Broker.

At renewal of Your Policy, You will be provided with an updated Policy Schedule and Certificate of Insurance. If there have been any changes to the cover provided under Your Policy, You will receive either an Amendment to Cover Notice or a complete new Policy booklet.

You are advised to keep Your Policy Schedule, Policy booklet, Certificate of Insurance, Amendment to Cover Notices and endorsements in a safe place.

***Thank you for choosing Chubb to provide Your motor insurance***

## Introduction and Policy Definitions

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This is Your Chubb *Masterpiece* MOTOR Policy. Together with Your Policy Schedule, Your Certificate of Insurance, Amendment to Cover Notice and endorsements, it explains Your covers and other conditions of Your Policy in detail.

This Policy is a contract between You and Us.

**Please read Your Policy carefully and keep it in a safe place.**

### ***Agreement***

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We agree to provide the insurance described in this Policy in return for Your premium and compliance with all the Policy conditions.

### ***Policy Definitions***

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In this Policy, We use words in their plain English meaning. Words with special meanings are defined here or in the cover part of the Policy where they are used or have a separate meaning. Throughout the Policy, defined terms will be capitalised when used.

**Amendment to Cover Notice** means the most recent Amendment to Cover Notice We issued to You.

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

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

**Contents** means unspecified personal property owned by You or a Family Member, or for which You or a Family Member are legally responsible.

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

**Covered Vehicle** means:

- any vehicle described in Your Policy Schedule for which a Certificate of Insurance has been issued and which bears the registration mark of that vehicle and which belongs to You or a Family Member or is under a hire purchase agreement or is leased to You;
- any private vehicle, including a courtesy car, which does not belong to You when used by a Covered Person named on the Certificate of Insurance with the owner's permission, but does not include other vehicles that are furnished or available for the regular use of You or a Family Member;
- any trailer or caravan You own whilst attached to a Covered Vehicle.

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

**Deductible** means that amount We will subtract from any covered loss We pay.

**Family Member** means any member of Your household residing with You.

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

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

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

**Physician** means a person who is licensed as a medical doctor or a doctor of osteopathy under the laws of the jurisdiction in which treatment is given to a Victim and who is qualified to provide such medical treatment. A Physician does not include You or a Family Member.

**Policy** means Your entire Chubb *Masterpiece* MOTOR Policy, including the Policy Schedule, the Certificate of Insurance, Amendment to Cover Notice and endorsements.

**Policy Period** means the period of cover shown in Your most recent Policy Schedule.

**Policy Schedule** means the most recent Policy Schedule We issued to You.

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

**Territorial Limits** means the European Union, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland or in transit by rail, sea, land (not under the vehicle's own power) or air to or from any countries listed in the Territorial Limits.

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**Vehicle** means:

- any vehicle described in Your Policy Schedule for which a Certificate of Insurance has been issued and which bears the registration mark of that vehicle and which belongs to You or a Family Member or is under a hire purchase agreement or is leased to You or a Family Member;
- any private vehicle, including a courtesy car, which does not belong to You or a Covered Person named on the Certificate of Insurance when, used by a Covered Person named on the Certificate of Insurance and with the owner's permission, but does not include other vehicles kept at the location shown in Your Policy Schedule or available for the regular use of a named driver or a Family Member.

**We, Our** and **Us** means Chubb Insurance Company of Europe SE or any other member insurer of the Chubb Group of Insurance Companies.

**You** and **Your** means the person named in the Policy Schedule and a spouse or partner who permanently resides with that person.

## Making a Claim and Key Contact Details

### *Making a Claim*

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To make a claim, in the first instance please contact Your broker or call Our telephone numbers listed below. Our telephone services are manned 24 hours a day, 7 days a week and will:

- recover Your Vehicle to either an approved repairer or a repairer of Your choice following a covered accident;
- arrange for a courtesy car for Your use, following a covered accident, fire or theft;
- inspect and approve repairs on Our behalf;
- clean Your Vehicle following the completion of the repairs;
- return Your Vehicle to You; and
- collect the courtesy car from You.

This service has been arranged to manage Your claim from the first notification through to final settlement. At times Our telephone services are manned by Our selected specialist partners.

Calling from inside the UK: **0800 018 0678**

Calling from outside the UK: **+44 20 7031 3905**

**Our Address:**

Chubb Insurance Company of Europe SE, 106 Fenchurch Street, London EC3M 5NB

### *Receiving Your claim payment*

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You may elect to receive Your claim payment via electronic fund transfer rather than via cheque. This means Your claims payment will be sent directly from Our bank account to the bank account which You have provided to Us. When discussing Your claim with Your broker or Us, please provide Your appropriate bank account number, bank name and sort code details.

### *Making a Motor Legal Expenses claim*

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Motor Legal Expenses Cover only applies to Your Policy if shown in Your Policy Schedule.

We have partnered with LawShield UK Ltd to provide legal expenses services. You may call LawShield 24 hours a day, 7 days a week. We advise You to call LawShield initially to discuss Your Motor Legal Expenses Cover claim, and You will be advised how to submit the required information.

To contact LawShield:

Calling from inside the UK: **0800 018 0678**

Calling from outside the UK: **+44 20 7031 3905**

After calling, You will be sent a claim form, which should then be completed and returned to:

LawShield UK Ltd,  
LawShield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL

Once Your claim has been accepted, LawShield will aim to recover Your uninsured losses from the other person who caused the accident. Uninsured losses could include the cost of repairing or replacing Your Vehicle, Your Policy Deductible, compensation following injury or other out-of-pocket expenses. LawShield will sometimes use appointed solicitors to recover Your uninsured losses.

## ***If Your Vehicle breaks down and You have European Motor Assistance Cover***

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European Motor Assistance Cover only applies to Your Policy if shown in Your Policy Schedule. In the event of a motor vehicle Breakdown, call the Europ Assistance/ Chubb Claims & Emergency Helpline 24 hours a day, 7 days a week on:

Calling from inside the UK: **0800 018 0678**

Calling from outside the UK: **+44 20 7031 3905**

Please provide the following information:

- Your name;
- registration number of Your Vehicle;
- the make, model and colour of Your Vehicle;
- nature of the Breakdown and location of Your Vehicle; and
- Your Chubb Policy Number.

A breakdown assistance operator will arrange for an approved repairer to come to Your assistance as quickly as possible.

It is important that You contact the Europ Assistance/ Chubb Claims & Emergency Helpline as soon as possible after the Breakdown. We will not cover any call out charges and/ or labour costs unless We have given Our agreement.

The operator will also forward a message to a member of Your family, friend or work colleague if You would like them to do so.

**About Europ Assistance, LawShield UK Ltd and Our selected specialist partners**

Europ Assistance's European Motor Assistance Cover, LawShield UK Ltd's Motor Legal Expenses Cover and services provided by Our selected specialist partners have been arranged by Us for Your convenience. All telephone calls to Europ Assistance, LawShield UK Ltd and Our selected specialist partners are monitored and recorded as part of Our training and quality assurance programmes.

## ***If You have a Direct Debit or Credit Card Payment query***

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If You wish to pay Your premium direct to Chubb Insurance Company of Europe SE using either the direct debit facility, or credit or debit card payment facility please contact Us on:

Tel: **0800 111 511**

Please also use the above telephone number for any existing direct payment queries.

## ***Complaints Procedure***

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We aim to provide customers with the highest possible level of service at all times. If You are unhappy with the service provided for any reason or have cause for complaint, please, in the first instance, contact the person who arranged the Policy for You or contact Us at:

Personal Lines Manager, Chubb Insurance Company of Europe SE,  
106 Fenchurch Street, London EC3M 5NB Tel: 020 7956 5000

If You remain dissatisfied, You may either ask the Financial Ombudsman's Service to review Your case, or contact the Association of British Insurers for assistance. They may be contacted at the following addresses:

Insurance Division, The Financial Ombudsman's Service,  
South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel: 0845 080 1800

Consumer Information Department, The Association of British Insurers,  
51 Gresham Street, London EC2V 7HQ Tel: 020 7600 3333

Following these procedures will not affect Your right to take legal action against Us.

**Financial Services Compensation Scheme**

Chubb subscribes to the Financial Services Compensation Scheme. This provides compensation in case any of its members, in specified circumstances, are unable to meet any valid claims under their policies. Further information can be obtained from Chubb at the address above, or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme,  
7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN

**Registered office**

Chubb Insurance Company of Europe SE,  
106 Fenchurch Street, London EC3M 5NB, England

Tel: +44 (0)20 7956 5000

Fax: +44 (0)20 7956 5900

A European company incorporated in England & Wales.

Authorised and regulated by the Financial Services Authority.

## Policy Conditions

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This part of Your Policy details the terms and conditions which form part of Your Policy. Please note that these Policy Conditions apply in addition to the Special Conditions stated in each cover part of Your Policy.

### *Policy Conditions*

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These conditions apply to Your Policy in general and to each cover in it.

<b>Material facts</b>	<p>You, a Family Member or a Covered Person must notify Us of any material facts which may affect Your Policy. We reserve the right to amend the conditions of Your Policy and the premium.</p> <p>Failure to notify Us of any material facts may invalidate Your Policy or may result in any loss not being covered under Your Policy.</p> <p>If You are unsure what information may be material to Your Policy, please contact Your insurance broker or Us for advice.</p>
<b>Policy Period</b>	<p>The effective dates of Your Policy are shown in the Policy Schedule. The effective date begins at the time shown on the Certificate of Insurance and ends at 00.01 standard time at the mailing address shown.</p> <p>All covers on this Policy apply only to Occurrences that take place during the Policy Period as specified in Your Policy Schedule.</p>
<b>Liberalisation</b>	<p>We may extend or broaden the cover provided by this Policy. If We do this during the Policy Period or within 60 days before the Policy Period commences without increasing the premium, then the extended or broadened cover will apply to an Occurrence after the effective date of the extended or broadened cover.</p>
<b>Transfer of rights</b>	<p>If We make a payment under this Policy, We will assume any recovery rights You, a Family Member or a Covered Person has in connection with that loss, to the extent We have paid for the loss.</p> <p>All of Your rights of recovery will become Our rights to the extent of any payment We make under this Policy. You, a Family Member or a Covered Person must do everything necessary to secure such rights, do nothing after a loss to prejudice such rights and give Us all the information and assistance necessary for Us to achieve a settlement.</p>
<b>Application of cover</b>	<p>Cover applies separately to You, a Family Member or any Covered Person. However, this provision does not increase the amount of cover for any one Occurrence.</p>
<b>Duplicate cover</b>	<p>If a loss is covered under more than one part of this Policy, We will pay You under the part giving You the most cover but not under more than one part. In no event will We make duplicate payments.</p>
<b>Other insurance</b>	<p>When other motor insurance applies to a covered loss under this Policy, Our cover will apply as excess to any other available insurance.</p>
<b>Assignment</b>	<p>You cannot transfer Your interest in this Policy to anyone else without Our written agreement.</p>
<b>Policy changes</b>	<p>This Policy can be changed only by a written amendment We issue.</p>
<b>Bankruptcy or insolvency</b>	<p>We will meet all Our obligations under this Policy regardless of whether You, Your estate, or anyone else or their estate becomes bankrupt or insolvent.</p>
<b>Loss payee</b>	<p>If a loss payee is named in this Policy, any loss payable will be paid to the loss payee and You, as interests appear. If more than one loss payee is named, the order of payment will be the same as the order of the loss payees as shown in Your Additional Interests Policy Schedule. We cover the interests of the loss payee, unless the loss results from fraudulent acts or omissions on Your part.</p> <p>If We deny Your claim, that denial will not apply to a valid claim of the loss payee, provided that the loss payee:</p> <ul style="list-style-type: none"><li>• notifies Us of any change in ownership or substantial change in risk of which the loss payee is aware;</li><li>• pays any premium due under this Policy on demand if You have neglected to pay the premium; and</li><li>• submits a signed, sworn statement of loss within 60 days after receiving notice from Us of Your failure to do so.</li></ul> <p>All Policy conditions apply to the loss payee. If the Policy is cancelled or not renewed by Us, the loss payee will be notified at least 10 days before the date cancellation or non-renewal takes effect.</p> <p>If We pay the loss payee for any loss and deny payment to You, then:</p> <ul style="list-style-type: none"><li>• We will be subrogated to all rights of the loss payee granted under the loan on the property; or</li><li>• at Our option, We may pay to the loss payee the whole principal on the loan plus any accrued interest. In this event, We will receive a full assignment and transfer from the loss payee and all securities held as collateral to the debt.</li></ul> <p>Subrogation will not impair the right of the loss payee to recover the full amount of the loss payee's claim.</p>
<b>Care of Your Vehicle</b>	<p>You must take all reasonable precautions to keep Your Vehicle or Covered Vehicle in an efficient and roadworthy condition and protect it from loss or damage.</p>
<b>Insurable interest</b>	<p>We will not pay for any loss or damage to any Vehicle or Covered Vehicle, property or possessions in which You, a Covered Person or a Family Member does not have an insurable interest at the time of the loss.</p>

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If more than one person has an insurable interest in any Vehicle or Covered Vehicle, covered property or possessions, We will not pay for an amount greater than the insurable interest attributable to You, a Covered Person or a Family Member, up to the amount of cover that applies.

<b>Vehicle access</b>	You must grant Us free access at all reasonable times to examine Your Vehicle.
<b>Abandoning property or possessions</b>	You, a Covered Person or a Family Member cannot abandon any property or possessions to Us without Our prior agreement, or to a third party unless We agree.
<b>Carrier and bailees</b>	We will not make any payments under this Policy to the benefit of any carrier or other bailee of damaged property or possessions.
<b>Legal action against Us</b>	You agree not to bring legal action against Us unless You have first complied with all conditions of this Policy. If You have a loss under Third Party Liability Cover, You agree not to bring any action against Us until the obligation has been determined by final judgement or a written agreement by Us.
<b>Concealment or fraud</b>	We do not provide cover if You, a Family Member or any Covered Person, or anyone acting on Your, a Family Member's or a Covered Person's behalf has concealed or misrepresented any material fact relating to this Policy before or after inception of Your Policy.
<b>Examination under oath</b>	We have the right to examine under oath, as often as We may reasonably require, You, any Family Members and any Covered Persons. We may also ask You, a Family Member or a Covered Person to give Us a signed description of the circumstances surrounding a loss and Your or their interest in it, and to produce all records and documents We request and permit Us to make copies.
<b>Cancellation following non-payment of premium</b>	If Your Policy premium is not paid when due or if You pay Your Policy premium by monthly instalments and an instalment remains unpaid after 14 days, We may cancel Your Policy by giving You seven days written notice by recorded delivery at Your last known address.  In the event of non-payment of premium, We may refuse any claim(s) under Your Policy or deduct any unpaid premiums from any claim payment(s).  In the event of cancellation following non-payment of premium, You must immediately return the Certificate of Insurance to Us. In the absence of Your Certificate of Insurance, You must immediately complete and return a Lost Certificate Declaration to Us.
<b>Your cancellation</b>	To cancel You should initially contact the person who arranged the Policy for You, or contact Us directly.  You have a statutory right to cancel the Policy within 14 days of receipt of the Policy documentation or 14 days from the effective date of the Policy, whichever is the later. We will refund any premium You have already paid, but may retain a proportion of such premium that relates to the time on risk and in addition an administration fee if You have made a claim. Any refund will be paid within 30 days of receipt of Your cancellation notice.  If You decide not to continue with the Policy any time thereafter, You may cancel this part of Your Policy at any time by giving Us seven days notice in writing and returning to Us the Certificate of Insurance. In the absence of Your Certificate of Insurance, You must complete and return a Lost Certificate Declaration to Us. Any return premium will be calculated on a pro-rata basis and will depend upon any claims made by You.
<b>Our cancellation</b>	We may cancel this part of Your Policy at any time by giving You seven days written notice by recorded delivery at Your last known address. You must immediately return the Certificate of Insurance to Us. In the absence of Your Certificate of Insurance, You must immediately complete and return a Lost Certificate Declaration to Us. Any return premium will be calculated on a pro-rata basis and will depend upon any claims made by You.
<b>Refund</b>	In the event of cancellation by You or by Us, We will refund premium based on the effective date of cancellation or as soon as possible afterwards. Any return premium will be calculated on a pro-rata basis and will depend upon any claims made by You. However, We will not refund any premium in the event We have paid a claim for a lost or totally destroyed Vehicle.
<b>Appeals</b>	If You, a Family Member or a Covered Person or any other insurer, does not appeal a judgement for covered Damages, We may choose to do so. We will then bear all expenses, taxable costs, and interest arising out of the appeal. However, the sum insured of cover for Damages will not be increased.
<b>Choice of Law</b>	This Policy will be interpreted and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.
<b>Data Protection Notice</b>	Chubb collects and processes personal information about You, such as Your name, address, Policy number and any other personal details You provide to Chubb (directly or through Your broker) in order to provide You with insurance and claims services. Chubb will treat this information in accordance with applicable data protection law.  For Policy administration purposes, Chubb will use and store Your personal information on an electronic database, which may also be available to selected authorised representatives of member insurers of the Chubb Group of Insurance Companies operating outside Europe. Chubb has taken reasonable measures to protect Your personal information once it is transferred outside Europe in accordance with their normal data security policies. Chubb may also disclose Your personal information to outside parties, such as premium collection agencies, reinsurers, outside counsel and claims administrators, to facilitate the provision of insurance and claims services to You, or as allowed by law.
<b>Duties after a loss</b>	In case of a loss which this Policy may cover, You, a Covered Person or a Family Member must perform the following duties for cover to apply:

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- Notification* You, a Covered Person or a Family Member must notify Us or Your broker of the loss or damage as soon as possible. In case of theft or accidental loss You, a Covered Person or a Family Member must also notify the police or other similar competent authority as soon as possible. Every communication relating to a claim must be sent to Us without delay. You must also tell Us if You know of any impending prosecution, Coroner's Inquest or Fatal Accident Inquiry involving anyone where cover is provided by this Policy. No negotiation, admission or refusal of any claim must be entered into without Our consent.
- Co-operation* You, the Family Member or the Covered Person must co-operate with Us fully in any legal defence. This may include any association by Us with You or the Covered Person in defence of a claim reasonably likely to involve Us.
- Proof of loss* You, a Covered Person or a Family Member must submit to Us, within 60 days after We request, a signed, sworn proof of loss which documents, to the best of Your or their knowledge and belief:
- the time, cause and full circumstances of loss;
  - interest of the insured and all others in the vehicle, property or possessions involved and all liens on the vehicle, property or possessions;
  - other insurance which may cover the loss;
  - changes in title or occupancy of the property or possessions during the term of the Policy;
  - specifications and repair or replacement estimates for any damaged vehicle, property or possessions.

## Policy Exclusions

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This part of Your Policy details exclusions which apply to each and every part of this Policy. Please note that these Policy Exclusions apply in addition to the Special Exclusions stated in each cover part of Your Policy.

### *Policy Exclusions*

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<b>Intentional acts</b>	We do not cover any loss, damages, Bodily Injury or Property Damage arising out of an act intended by You, a Family Member, a Covered Person or by a person directed by You, a Family Member or a Covered Person to cause physical damage to the Vehicle or Covered Vehicle, Bodily Injury or Property Damage, even if the injury or damage is of a different degree or type than actually intended or expected. An intentional act is one whose consequences could have been foreseen by a reasonable person.
<b>Non-Permissive Use</b>	We do not cover any person who uses a Vehicle or Covered Vehicle without permission from You or a Family Member.
<b>Employer's Liability</b>	We do not cover liability for the death or injury of any employee arising out of or in the course of his/her employment by anyone in respect of whom cover is provided under Your Policy, if that liability is provided under an employer's liability insurance issued to comply with employer's liability legislation.
<b>Loss of value</b>	We do not cover any loss of value of the Vehicle or Covered Vehicle.
<b>Vehicles used for a fee</b>	We do not cover any loss or damages arising out of the ownership or operation of a Vehicle or Covered Vehicle while it is being used to carry people or property for a fee. This exclusion does not apply to a sharing agreement.
<b>Non-insured Motorcycle</b>	We do not cover any person for loss or damages arising out of the ownership, maintenance or use of any vehicle with less than four wheels. This exclusion does not apply to motorcycles shown on Your Policy Schedule and for which a valid Certificate of Insurance or cover note has been issued.
<b>Competitive Racing/ Track Use</b>	We do not cover any loss or damages to a Vehicle or Covered Vehicle, nor do We cover any person for damages arising out of the participation in, or instruction, practice or preparation for competitive racing, rallies, trials, pace-making or speed testing in any prearranged or organised racing or speed contest, or any on track use including the Nurburgring.
<b>Vehicle-Related Jobs</b>	We do not cover any person while employed or otherwise engaged in the business of selling, repairing, servicing, storing, parking, testing or delivering vehicles. This exclusion does not apply to the ownership, maintenance or use of any Vehicle or Covered Vehicle shown in Your Policy Schedule and for which a valid Certificate of Insurance or cover note has been issued.
<b>Confiscation</b>	We do not cover any loss or damages caused by the confiscation, destruction, or seizure of property by any government or public authority.
<b>Acts of War</b>	We do not cover any damages caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.
<b>Nuclear or Radiation Hazard</b>	We do not cover any damages caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused, but We do insure ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.
<b>Sonic bangs</b>	We do not cover any damages caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
<b>Vehicles Airside</b>	We do not cover any loss or damages whilst a Vehicle or Covered Vehicle is on any part of an aerodrome, airport, airfield or military base provided for: <ul style="list-style-type: none"><li>• the take off or landing of aircraft and for the movement or storage of aircraft on the surface;</li><li>• aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.</li></ul>

## Comprehensive Vehicle Cover

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**Comprehensive Vehicle Cover** means Vehicle Physical Damage Cover and Vehicle Third Party Liability Cover. Your Policy Schedule will show if both these covers apply to Your Policy.

## Vehicle Physical Damage Cover

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Vehicle Physical Damage Cover only applies to Your Policy if shown in Your Policy Schedule.

This part of Your Policy together with Your Policy Schedule and Certificate of Insurance forms Your Vehicle Physical Damage Cover. Vehicle Physical Damage Cover provides cover for all risks of physical loss to Your Vehicle occurring anywhere within the Territorial Limits unless stated otherwise in Your Policy or an exclusion applies.

### How We Will Pay Your Claim

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<b>Sum insured</b>	The sum insured for Your Vehicle(s) is shown in Your Policy Schedule. You agree that We may change the sum insured when the Policy is renewed to reflect current costs and values.
<b>Amount of cover</b>	The amount of cover for Your Vehicle(s) is shown in Your Policy Schedule. The amount of cover for a covered loss to Vehicles not shown in Your Policy Schedule is Market value.
<b>Agreed value</b>	If the amount of cover is Agreed value, the sum insured for Your Vehicle is shown in Your Policy Schedule.
<i>Extended replacement cost cover</i>	However if: <ul style="list-style-type: none"><li>• the cost of replacing Your Vehicle shown in Your Policy Schedule exceeds the sum insured for Your Vehicle which is the subject of the claim;</li><li>• Your Vehicle shown in Your Policy Schedule is less than 15 years old; and</li><li>• the sum insured for Your Vehicle shown in Your Policy Schedule is less than £150,000;</li></ul> We will pay the cost of replacing the Vehicle shown in Your Policy Schedule with a vehicle of the same make, model, specification, mileage and age, and in the same condition as Your Vehicle immediately prior to the covered loss, up to 150% of the sum insured shown in Your Policy Schedule for Your Vehicle which is the subject of the claim.
<i>Extended reinstatement value cover</i>	However if: <ul style="list-style-type: none"><li>• the cost of reinstating Your Vehicle shown in Your Policy Schedule exceeds the sum insured shown in Your Policy Schedule for Your Vehicle which is the subject of the claim; and</li><li>• Your Vehicle shown in Your Policy Schedule is more than 15 years old;</li></ul> We will pay an additional amount of up to 25% of the sum insured for Your Vehicle or an additional maximum of £10,000 whichever is the lesser amount, if required to reinstate Your Vehicle to the same condition immediately prior to the covered loss. In this event Our payments will be made only upon presentation of reinstatement invoices agreed by Us for Your Vehicle. In no event will We provide any cash payments.
<b>Market value</b>	If the amount of cover is Market value, We will pay the cost of replacing the Vehicle with a vehicle of the same make, model, specification, mileage and age, and in the same condition as Your Vehicle immediately prior to the covered loss.  In no event will Our payment exceed the sum insured shown in Your Policy Schedule.
<b>Deductibles</b>	A Deductible shown in Your Policy Schedule applies to each and every covered loss unless stated otherwise. If a covered loss involves a vehicle not shown in Your Policy Schedule, the highest of the Deductibles shown in Your Policy Schedule will apply to the loss.  If a covered loss involves two or more Vehicles covered under this Policy, in the same Occurrence, the greater of the Deductibles will apply once to the loss.  If a covered loss involves both: <ul style="list-style-type: none"><li>• a Vehicle covered under this part of Your Policy; and</li><li>• Contents covered under any part of this Policy or any other Chubb Policy;</li></ul> and a Deductible would apply to both losses in the same Occurrence, the highest Deductible will apply once to the loss.  Your Deductible will not apply if Your Vehicle is: <ul style="list-style-type: none"><li>• a Total loss;</li><li>• in a covered loss caused by an uninsured third party;</li><li>• in the care of a garage or similar motor trade organisation for servicing, restoration or repair; or</li><li>• in the care of a hotel or restaurant for the purpose of parking.</li></ul>

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**Payment basis** For a covered loss to a Vehicle, We will pay as follows:

*Total loss* If the Vehicle is stolen or totally destroyed, We will pay the amount of cover shown in Your Policy Schedule. However, We will reduce Our payment by any amount paid for a previous loss to that Vehicle if the damage was not repaired.

A Vehicle is considered stolen when the entire Vehicle is stolen and not recovered within 30 days.

A Vehicle is considered totally destroyed when the salvage value plus the repair cost (labour and parts of like kind and quality without deduction for depreciation necessary to repair the Vehicle) is equal to or greater than the amount of cover of the Vehicle. The salvage value will be determined by Us and in accordance with the ABI Code of Practice for the Disposal of Motor Vehicle Salvage.

When We pay for a Total loss, the salvage becomes Our property.

If a stolen Vehicle is recovered, We may return it to You at the address shown on Your Policy Schedule. If We return a stolen Vehicle, We will pay for any covered damage resulting from the theft.

When We pay for a Total loss, We will deduct from the amount payable to You any amount required to be paid to discharge any outstanding finance agreement associated with the Vehicle.

*Partial loss* If the Vehicle is partially damaged, We will pay the amount required to repair or replace, whichever is less, the damaged part(s) without deduction for depreciation, up to the amount of cover for each Occurrence.

We will replace the damaged part(s) with the original manufacturer's part(s) subject to availability.

If We cannot replace matching wheels or matching upholstery following a covered loss to the wheels (except tyres) or upholstery of Your Vehicle shown in Your Policy Schedule because they are obsolete, We will pay up to £10,000 for the cost to replace all of Your Vehicle's wheels (except tyres) or upholstery. You must agree to surrender the undamaged wheels or upholstery to Us.

We have access to a panel of expert repairers who provide a fast and efficient repair service. However, should You wish to use Your own nominated repairer, You may do so.

No repairs can commence without Our prior approval.

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## **Extra Covers**

These covers are included in Your Vehicle Physical Damage Cover and are in addition to the sum insured for Your Vehicle unless stated otherwise in Your Policy or an exclusion applies. The Deductibles apply to Extra Covers unless stated otherwise. If Vehicle Physical Damage Cover applies to any Vehicle named in Your Policy Schedule, the same Deductible also applies to the Extra Covers unless stated otherwise.

**Permanent sound and visual equipment** In the event of a covered loss, We cover sound reproducing, receiving, and transmitting equipment that is permanently installed or is removable from a housing unit permanently installed in a Vehicle.

This includes radios, tape players, citizen band radios, compact disc players, DVD or video players, permanently installed car telephones, scanning monitors, televisions, vehicle global positioning systems and any other similar equipment, including their accessories and antennas. This equipment must be:

- designed to be solely operated by use of the power from the electrical system of the Vehicle; and
- in or on the Vehicle at the time of the loss.

These payments do not increase the amount of cover for Your Vehicle.

**Loss of use expenses** There is no Deductible for this cover.

If Your Vehicle cannot be used because of a covered loss, We will provide You with a courtesy car for the period of time that Your Vehicle is being repaired or until the theft claim is settled.

If the courtesy car provided by the repairer is not satisfactory to You, We will provide You with a hire car which is comparable to the Vehicle which is the subject of the claim. We will fund the cost of such a vehicle for the period of time that Your Vehicle is being repaired or until the theft claim is settled, up to a maximum of £4,000.

If You choose not to accept a hire car from Us and Your Deductible is £1,000 or less, no Deductible will apply to Your covered loss.

We also provide the following reasonable additional expenses You incur as a result of the covered loss:

- emergency transportation expenses up to a maximum of £250;
- meals, lodging and telephone expenses if You are more than 50 miles from Your nearest residence up to a maximum of £500.

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

**Lock replacement** If the key(s) to Your Vehicle, ignition, alarm, immobiliser, steering lock or garage door opener is lost or stolen, We will pay the cost of replacing the locks. There is no Deductible for this cover.

**Personal effects** We will pay up to £1,000 for Contents in or on Your Vehicle if they are lost or damaged due to an accident, fire, theft or attempted theft. But We do not provide this cover if the claim is a covered loss under another part of Your Policy and/ or any other Chubb Policy.

<b>Personal registration plate</b>	<p>If Your Policy Schedule shows coverage for a personal registration plate We will cover the following:</p> <p>If the Vehicle is stolen and not recovered, We will pay the sum insured shown in Your Policy Schedule for the loss of use of the personal registration plate.</p> <p>When We pay for this loss, the personal registration plate and its use becomes Our property.</p> <p>You may re-purchase the personal registration plate from Us when the Driver and Vehicle Licensing Agency (DVLA) re-issue the plate for no more than the settlement amount.</p>
<b>Child seat cover</b>	<p>In the event of an accident, or damage by fire or theft to Your Vehicle, We will pay the cost to replace any child car seats in Your Vehicle even if the child car seats appear undamaged.</p>
<b>Disability cover</b>	<p>If You or a Family Member are permanently disabled as a direct result of a covered loss to Your Vehicle, at Your option We will either:</p> <ul style="list-style-type: none"> <li>• pay up to £10,000 for essential alterations to Your Vehicle; or</li> <li>• contribute up to £10,000 towards Your purchase of a vehicle adapted for Your or a Family Member's disability.</li> </ul> <p>Your or a Family Member's permanent disability must be confirmed in writing to Us by a Physician. Regardless of the number of Vehicles, We will not pay more than £10,000 in total for Disability cover. We do not provide this cover if You were in a state of Intoxication at the time of the covered loss.</p>
<b>Injury cover</b>	<p>If You are injured and unable to drive as a direct result of a covered loss to Your Vehicle We will pay up to £3,000 for essential replacement transportation expenses You incur. We will pay these expenses for up to 1 year from the date of Occurrence or until You are able to drive, whichever shall first occur. If Your Policy is cancelled Our payments will cease the date Your Policy is cancelled. Your injury and inability to drive must be confirmed in writing to Us by a Physician each 90 day consecutive period from the date of Occurrence. We do not provide this cover if You were in a state of Intoxication at the time of the covered loss.</p>
<b>Illness cover</b>	<p>If Your driving licence is revoked by the Driver and Vehicle Licensing Agency (DVLA) as a direct result of Your ill health, We will pay up to £3,000 for essential replacement transportation expenses You incur. We will pay these expenses for up to 1 year from the date Your driving licence is revoked or until Your driving licence is reinstated by the Driver and Vehicle Licensing Agency (DVLA), whichever shall first occur. We do not provide this cover if Your driving licence is revoked as a result of alcohol or substance abuse.</p>
<b>Vehicle tax disc cover</b>	<p>We will pay for any unexpired part of Your Vehicle's tax disc that You are unable to recover from the Driver and Vehicle Licensing Agency (DVLA) as a direct result of Your Vehicle being declared a Total loss following a covered loss. There is no Deductible for this cover.</p>
<b>Psychiatric cover</b>	<p>If You are injured and suffer psychological problems as a direct result of a covered loss to Your Vehicle, We will pay up to £5,000 for psychiatric services as prescribed by a Physician, psychologist or other authorised mental health professional when incurred within 1 year of the date of Occurrence. If Your Policy is cancelled Our payments will cease the date Your Policy is cancelled. We do not provide this cover if You were in a state of Intoxication at the time of the covered loss. Nor do We provide this cover if the claim is a covered loss under the Extra Cover, Carjacking and road rage cover and/or any other Chubb Policy.</p>
<b>Trailer cover</b>	<p>We will pay up to £5,000 for Your trailers and luggage carriers if they are lost or damaged. But We do not provide this cover if the claim is a covered loss under another part of Your Policy and/ or any other Chubb Policy. This cover does not apply to caravans.</p>
<b>Vehicle accessories and spare parts</b>	<p>We will pay up to £10,000 for Your Vehicle's accessories and spare parts which are not fitted to Your Vehicle and kept at Your residence shown in Your Policy Schedule.</p>
<b>Carjacking and road rage cover</b>	<p>We will pay for Carjacking and road rage expenses You, a Family Member or Your chauffeur incur solely and directly as a result of a Carjacking and road rage Occurrence. Carjacking and road rage expenses incurred by Your chauffeur are covered only if a Carjacking and road rage Occurrence occurs whilst Your chauffeur is driving You or a Family Member.</p> <p><b>Carjacking and road rage Occurrence</b> means:</p> <ul style="list-style-type: none"> <li>• the unlawful forced removal or detention of You, a Family Member or Your chauffeur operating or occupying Your Vehicle during the theft or attempted theft of Your Vehicle; or</li> <li>• physical bodily harm against You, a Family Member or Your chauffeur by a violent person arising from the use of Your Vehicle by You, a Family Member or Your chauffeur.</li> </ul> <p><b>Carjacking and road rage expenses</b> means the reasonable costs for:</p> <ul style="list-style-type: none"> <li>• related Medical expenses for You, a Family Member or Your chauffeur when incurred within one year after the Carjacking and road rage Occurrence;</li> <li>• related psychiatric services for You, a Family Member or Your chauffeur as prescribed by a Physician, psychologist or other authorised mental health professional, when incurred within one year after the Carjacking and road rage Occurrence;</li> <li>• related rest and recuperation expenses for You, a Family Member or Your chauffeur, up to a maximum of £5,000, for each Carjacking and road rage Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional not related to You, a Family Member or Your chauffeur when incurred within 180 days after the Carjacking and road rage Occurrence;</li> </ul> <p>up to a maximum of £15,000 per Policy Period for all Carjacking and road rage expenses.</p> <p>We do not provide this cover if the claim is a covered loss under another Chubb Policy.</p>

## Special Exclusions

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

<b>Computer error</b>	We do not cover any loss or damage caused by an error in computer programming or instructions to the computer.
<b>Breakdown</b>	We do not cover any loss or damage caused by wear and tear, freezing, mechanical or electrical breakdown, or road damage to tyres, unless the loss or damage resulted from the theft of the Vehicle.
<b>Portable sound equipment</b>	We do not cover any loss or damage to sound reproduction, receiving or transmitting equipment unless it is permanently installed or removable from a housing unit permanently installed in the Vehicle. This includes radios, tape players, citizen band radios, compact disc players, scanning monitors, televisions, vehicle global positioning systems and any other similar equipment designed for sound reproduction, receiving, or transmitting, including their accessories and antennas.
<b>False report</b>	We do not cover loss arising from a false report of a Carjacking and road rage Occurrence by You, a Family Member, Your chauffeur or any person acting on behalf of You, a Family Member or Your chauffeur whether acting alone or in collusion with others.
<b>Persons known</b>	Under Carjacking and road rage cover, We do not cover any loss by a person known to You, a Family Member or Your chauffeur.
<b>Rest and recuperation expenses</b>	Under Carjacking and road rage cover, We do not cover any rest or recuperation expenses when prescribed by a Physician, psychologist or other authorised mental health professional who is related to You, a Family Member or Your chauffeur.

## Vehicle Third Party Liability Cover

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Vehicle Third Party Liability Cover only applies to Your Policy if shown in Your Policy Schedule.

This part of Your Policy, together with Your Policy Schedule and Certificate of Insurance forms Your Vehicle Third Party Liability Cover. It provides You with Liability Cover from a vehicle accident occurring anywhere within the Territorial Limits, unless stated otherwise in Your Policy or an exclusion applies.

### *How We Will Pay Your Claim*

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The sum insured for Vehicle Third Party Liability for Property Damage is shown in Your Policy Schedule. There is an unlimited sum insured for Vehicle Third Party Liability for Bodily Injury, unless stated otherwise. We will pay for Damages subject to the applicable sum insured, from any one Occurrence, regardless of how many claims, vehicles, or people are involved in the Occurrence.

### *Damages and Defence Cover*

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We cover Damages a Covered Person is legally obligated to pay for Bodily Injury, or Property Damage up to the amount shown in Your Policy Schedule for any one Occurrence, arising from the ownership, maintenance, or use of a Covered Vehicle which takes place anytime during the Policy Period within the Territorial Limits and are caused by an Occurrence unless stated otherwise or an exclusion applies.

We will defend a Covered Person against any legal action seeking Damages for Bodily Injury or Property Damage. We will provide this defence at Our own expense, with counsel of Our choice, even if the legal action is groundless, false or fraudulent.

We may investigate, negotiate, and settle any such claim or suit at Our discretion. As part of Our investigation, defence negotiation, or settlement We will pay:

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

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

### *Extra Covers*

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These covers are included in Your Vehicle Third Party Liability Cover and are in addition to Damages and Defence Cover unless stated otherwise in Your Policy or an exclusion applies.

<b>Emergency treatment</b>	We will reimburse any Covered Person using any Vehicle which is shown in Your Policy Schedule for payment made under the Road Traffic Act for Emergency treatment.
<b>Medical Expenses</b>	<p>We will pay the necessary Medical Expenses, up to a total of £500 for each Covered Person, for Medical Expenses incurred or medically ascertained within three years of an accident. But the expenses must be for Bodily Injury to:</p> <ul style="list-style-type: none"><li>• any Covered Person while occupying a Covered Vehicle, or any other vehicle operated lawfully by You or a Family Member;</li><li>• You or a Family Member while occupying or struck by a motor vehicle or trailer.</li></ul> <p>However, We do not cover any person for Medical Expenses for Bodily Injury sustained while occupying any vehicle having less than four wheels.</p>
<b>Rental vehicle cover</b>	We cover, as a Covered Vehicle, any motor vehicle You or a Family Member, over the age of 21, rent for up to 90 days anywhere in the Territorial Limits when used with the owner's permission. We cover Damages a Covered Person is legally obligated to pay to the rental company for Bodily Injury or Property Damage arising from the maintenance or use of the rented motor vehicle which takes place anytime during the Policy Period and are caused by an Occurrence unless stated otherwise or an exclusion applies.
<b>Property Damage</b>	We cover Property Damage arising out of the use by a Covered Person of a Covered Vehicle not owned by You or a Family Member.

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<b>Temporary substitute</b>	<p>If any Vehicle which is shown in Your Policy Schedule is out of normal use because of its breakdown, repair, vehicle servicing, loss or destruction, We cover any vehicle You do not own while being used as a temporary substitute for that Vehicle, up to the Market Value of that substitute Vehicle. We do not cover temporary substitute vehicles being used for any purpose other than replacing that Vehicle shown in Your Policy Schedule whilst it is out of normal use.</p> <p><b>Market Value</b> means the cost to replace a vehicle with one of the same make, model, specification, mileage, age and condition immediately prior to the covered loss.</p>
<b>Travelling abroad</b>	<p>Your Certificate of Insurance should provide sufficient evidence that the laws of the compulsory insurance of motor vehicles within the Territorial Limits are complied with, however, there is no cover provided in those countries outside the Territorial Limits.</p>
<b>Spain – bail bond</b>	<p>In the event of an accident in Spain which may be the subject of a claim under this Policy and You, or any person driving with Your permission are detained, or the Covered Vehicle is impounded by the authorities and a guarantee or monetary deposit is required for their release, We will provide the guarantee or deposit.</p>
<b>Personal accident cover</b>	<p>We will pay You or a Family Member, or in the event of death the estate, £30,000 (or less for a minor if limited by law) for Bodily Injury to a Covered Person caused whilst travelling in or getting into or out of any private vehicle provided that the injury is the sole cause of:</p> <ul style="list-style-type: none"> <li>• death;</li> <li>• total loss of limb;</li> <li>• irrecoverable loss of all sight in one or both eyes or permanent total disablement.</li> </ul> <p>We must be notified as soon as possible from the date of the Occurrence.</p> <p>We do not cover any loss under Personal accident cover caused directly or indirectly while the Covered Person driving the Covered Vehicle is in a state of insanity or intoxication. Intoxication means having a blood alcohol level exceeding the prescribed limit as decreed by the Road Traffic Act or local jurisdiction, or under the influence of any illegal substance.</p> <p>If You or a Family Member hold any other personal accident cover under a Chubb policy, then payment will only be made under one insurance policy. However, payment will be made under the policy which gives You the greatest benefit.</p>

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### ***Special Exclusions***

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

<b>Owned Property</b>	<p>We do not cover any person for damages to property owned or being transported by that person.</p>
<b>Other Property</b>	<p>We do not cover any person for damages to property rented to, used by, or in the care of that person. This exclusion does not apply to a residence or private garage; or to private vehicles, vans, or trailers not owned by, furnished to, or available for the regular use of You or a Family Member.</p>
<b>Terrorism</b>	<p>Notwithstanding any provision to the contrary within Your Policy or any endorsement thereto We do not cover any loss or damages, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Except in so far as is necessary to comply with the Road Traffic Act.</p> <p>For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with an organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.</p> <p>We also exclude loss, damages, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.</p> <p>In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.</p>

## European Motor Assistance Cover

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European Motor Assistance Cover only applies to Your Policy if shown in Your Policy Schedule.

This cover part is underwritten by Europ Assistance Insurance Limited and any claims submitted will be administered by Europ Assistance Holdings Limited.

This part of Your Policy provides motor Breakdown and accident assistance within the Territorial Limits unless stated otherwise in Your Policy or an exclusion applies.

### *Special Definitions*

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The following words used in this cover part have the special meaning defined here. Throughout this cover part of the Policy, defined terms will be capitalised when used.

**We, Us, Our** means Europ Assistance Holdings Limited.

**You, Your** means the person who has taken out this part of Your Policy.

**Family Member** means any member of Your household residing with You.

**Insured Person** means any Family Member.

**Vehicle** means:

- the Vehicle(s) shown in Your Policy Schedule; or
- any other vehicle You are driving at the time of the Breakdown, which does not already have motor breakdown cover in force.

The Vehicle must not weigh more than 3.5 tonnes or be over 5.5 metres (18 feet) in length or over 2.3 metres (7 feet 6 inches) wide.

**Breakdown** means:

- mechanical or electrical failure; or
- accidental damage, or damage caused by vandalism, fire, theft or attempted theft, which renders Your Vehicle immobile.

**Period of Cover** means the period for which We have agreed to cover You.

### *Services Provided*

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Having paid the appropriate premium for this part of Your Policy, You are entitled to use the Europ Assistance/ Chubb Claims & Emergency Helpline 24 hours a day, 7 days a week during the Period of Cover.

If the service You require is not provided for under these terms, We will try if You wish to arrange it at Your expense. The terms of any such service are a matter for You and Your supplier.

#### **Emergency Roadside Repairs and Home Breakdowns**

Following the Breakdown of Your Vehicle within the Territorial Limits, We will pay the call out charge and up to one hour's labour costs for one of Our approved repairers to attend the scene of the Breakdown and where possible carry out emergency repairs.

#### **Vehicle Recovery**

If Your Vehicle cannot be repaired at the scene of the Breakdown within one hour, We will pay for the Vehicle to be taken to one of Our approved repairers or, if the Insured Person wishes, to their home address provided it is nearer.

#### **Getting You to Your Destination**

If Your Vehicle cannot be repaired within the same day as the Breakdown, We will pay:

- the cost of transporting Your Vehicle and/or Insured Person to a destination with the Territorial Limit provided that We decide on the best way of providing help; or
- an Insured Person's overnight hotel accommodation costs of up to £50 per person provided that the most We will pay for all claims arising from any one Breakdown is £250.

### *When We cannot help*

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Our approved repairers cannot work on Your Vehicle if it is unattended.

You will be responsible for any Vehicle storage charges incurred when You are using Our services.

During the Period of Cover You have the right to call Us out to provide Breakdown assistance up to 6 times. After the sixth call, this part of Your Policy becomes void.

## ***Special Exclusions***

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In addition to the Policy Exclusions, the following Special Exclusions apply to this cover part of Your Policy.

The following is not covered by this part of Your Policy:

### **The Breakdown of Your Vehicle**

- within the first 48 hours from the date of Your application if cover commences at any time other than at inception or renewal of this part of Your Policy;
- if it has knowingly been driven in an unsafe or unroadworthy condition;
- which has resulted from lack of oil, fuel or water; or
- which occurs whilst Your Vehicle is being used for motor racing, trials or rallying or for hire or reward.

### **The cost of**

- spare or replacement parts, fluids or fuel or any other materials used in repairing Your Vehicle;
- any other repairs carried out other than those carried out at the scene of the Breakdown;
- replacing a wheel if Your Vehicle does not have a serviceable spare wheel;
- replacing broken windows or keys or finding missing keys; or
- ferry crossings, parking charges, fines or toll charges.

Any charges arising from an Insured Person's failure to comply with Our instructions or Our approved repairers' instructions in respect of the assistance being provided.

Any costs incurred before You have notified Us of the Breakdown.

The recovery of a trailer or caravan on tow unless it is less than 7.6 metres (25 feet) in length.

Any Vehicle which cannot be recovered by a standard trailer or transporter.

Breakdowns caused by, contributed to or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## ***Special Conditions***

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In addition to the Policy Conditions, the following Special Conditions apply to this cover part of Your Policy.

You, a Family Member, or an Insured Person must keep to the terms and conditions of this part of Your Policy.

The Vehicle shall at all times during the Period of Cover be maintained in a roadworthy condition and regularly serviced.

We can cancel this Policy at any time and We will always do so if You have made more than 6 claims in the Period of Cover.

You can cancel this part of Your Policy at any time.

If this part of Your Policy is cancelled because You have made more than 6 claims in the Period of Cover, We will not refund any premium You have paid.

We will make every effort to provide the service at all times, but We will not be responsible for any liability arising from breakdown of the service.

We will only be responsible for costs which are incurred as a direct consequence of a covered Breakdown loss under this Policy.

We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this part of Your Policy did not exist.

This part of Your Policy will be interpreted under English law and the parties submit to the exclusive jurisdiction of the English courts.

**Please also refer to the Policy Conditions and Policy Exclusions parts of Your Policy.**

## Motor Legal Expenses Cover

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Motor Legal Expenses Cover only applies to Your Policy if shown in Your Policy Schedule.

This cover part is underwritten by UK Underwriting on behalf of Inter Partner Assistance and administered by LawShield UK Ltd.

This part of Your Policy provides insurance in respect of Legal Expenses for You or an Insured Person occurring anywhere within the Territorial Limits, unless stated otherwise in Your Policy or an exclusion applies.

### How We Will Pay Your Claim

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<b>Amount of Cover</b>	<p>The maximum amount Underwriters will pay in respect of all claims arising from the same Insured Incident connected in time or by cause and after aggregation of the cost and expenses of the Insured Person and any opponents in so far as the Insured Person is liable for them, is £100,000.</p> <p>Motor Legal Expenses Cover with LawShield has been arranged by Us for Your convenience. You are responsible for the payment of any fees or costs resulting from the use of these services not covered by this part of Your Policy.</p>
<b>What is covered</b>	<p>LawShield will cover the Legal costs and expenses of pursuing civil claims for uninsured losses and costs arising from an Insured Incident.</p>

### Special Definitions

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The following words used in this cover part have the special meaning defined here. Throughout this cover part of the Policy, defined terms will be capitalised when used.

**LawShield** means LawShield UK Ltd, LawShield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire WA1 1RL. LawShield UK Ltd service this cover part on behalf of the Underwriters of this cover part.

**Insured Person** means You and any passenger or driver who is using the Insured Vehicle with Your permission at the time of the Insured Incident.

**Legal costs and expenses** means fees, costs and disbursements reasonably incurred by LawShield, any Claims Adjuster, Solicitor, or other appropriately qualified person appointed to act for the Insured Person with LawShield's consent, chargeable on the standard basis, or in accordance with the Predictable Costs scheme if appropriate. This also includes the costs of any civil proceedings incurred by an opponent for which the Insured Person may be liable by order of a Court or under an agreement, provided such agreement is entered into with the consent of LawShield.

The Predictable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £10,000. The rules set out how legal fees are calculated for these cases, where solicitors costs are payable by LawShield, these will be on the standard basis as defined by the CPR (Civil Procedure Rules) and would be limited to £125.00 per hour solicitors time, and £12.50 for each letter sent out.

**Insured Incident** means an event occurring during the Policy Period which takes place within the Territorial Limits and which causes:

- loss or damage to the Insured Vehicle including any trailer attached thereto;
- loss or damage to any personal property owned by the Insured Person whilst such property is in/on or attached to the Insured Vehicle;
- death of or injury to an Insured Person whilst in or getting into or out of the Insured Vehicle.

**Insured Vehicle** means the Vehicle specified in Your Policy Schedule and any other caravan or trailer attached to the Vehicle.

**Claims Adjuster** means any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by LawShield to act for the Insured Person.

**Solicitor** means the solicitor, firm of solicitors or other appropriately qualified person, firm or company appointed to act for the Insured Person.

**Underwriters** means UK Underwriting on behalf of Inter Partner Assistance SA.

## **Special Exclusions**

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In addition to the Policy Exclusions, the following Special Exclusions apply to this cover part of Your Policy.

LawShield shall not be liable for:

- Legal costs and expenses incurred prior to LawShield's acceptance of a claim;
- claims arising from any deliberate, criminal act or omission by the Insured Person;
- Legal costs and expenses, fines or other penalties which the Insured Person is ordered to pay by a Court of Criminal Justice;
- incidents involving an Insured Vehicle which at the time of the Insured Incident, does not have a valid test certificate where appropriate or is not in a road-worthy condition;
- motor vehicles used by or on behalf of the Insured Person for racing, rallies, competitions or trials of any kind;
- claims arising from the Insured Vehicle not being used in accordance with the terms and conditions of Your Policy.

LawShield shall be under no liability to pay for unnecessary correspondence or for absence from work compensation, travelling expenses or sustenance allowances of the Insured Person. LawShield shall also not be liable to pay Legal costs and expenses incurred by the Insured Person beyond those for which LawShield have given their approval in accordance with the terms and conditions of this cover part.

LawShield shall not be liable for any claim directly or indirectly caused by, or contributed to, or arising from:

- ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof;
- riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government.

## **Special Conditions**

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In addition to the Policy Conditions, the following Special Conditions apply to this cover part of Your Policy.

Compliance by the Insured Person with the terms and conditions of this cover part is a condition precedent to cover.

Valid coverage under this Policy must exist at the time of the Insured Incident in order for coverage under this cover part to apply.

Premium for this cover part must have been paid in full in order for this cover part to apply.

The payment of Legal costs and expenses is unaffected by an agreement, undertaking or promise made by:

- the Insured Person to the Solicitor;
- the Insured Person and/ or the Solicitor to any witness expert or agent.

It must be reasonably likely that the Insured Person will recover damages or make a successful defence for cover to apply. If at any stage LawShield are of the opinion that the Insured Person's prospects of success are not sufficiently likely or if the Insured Person's claim is not admissible, LawShield will inform You in writing, subject to fourteen (14) days prior notice, that LawShield will cease to provide cover for Legal costs and expenses after the expiry of such fourteen (14) days notice.

LawShield does not cover Legal costs and expenses for an appeal unless LawShield are notified in writing by the Insured Person not later than six (6) working days before the time to file an appeal expires that the Insured Person intends to file an appeal. It is a condition precedent to cover for Legal costs and expenses for such an appeal that LawShield believe there are reasonable prospects for such an appeal to be successful.

When the Insured Person presents a claim under this cover part they must submit a complete and truthful report of the facts of the matter which is the subject of the claim indicating any potential witnesses and any other documentary evidence they are aware of to LawShield. The Insured Person must ensure that LawShield are advised of the claim within 180 days of the occurrence of the Insured Incident.

When other motor legal expenses insurance applies to an Insured Incident, this cover part shall apply as excess to any such other available motor legal expenses insurance.

LawShield shall have the right through Claims Adjusters or Solicitors, to take over the defence or handling of the claim and to conduct the pursuit or settlement of any claims on behalf of the Insured Person.

LawShield will have complete control over the conduct of legal proceedings. LawShield will nominate and appoint Solicitors to act on behalf of the Insured Person and to conduct the prosecution, defence or settlement of any claim accepted under the terms of this Policy on behalf of the Insured Person. The Insured Person does not have to accept the Solicitor nominated by LawShield. If the Insured Person is unable to agree a suitable Solicitor with LawShield the Insured Person's choice of Solicitor may be referred to arbitration in accordance with the terms and conditions of this Policy. In any event the Insured Person must notify LawShield in writing of the full name and address of a Solicitor who they wish to represent them. In the event of a dispute as to choice of Solicitor pending arbitration, LawShield will nominate a Solicitor to act on the

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Insured Person's behalf to safeguard his/ her interests. In the event LawShield are the insurers of two or more parties in respect of one claim, the Insured Person may nominate solicitors of their own choice whose name and address should be submitted to LawShield prior to any legal costs being incurred.

In selecting their Solicitor, the Insured Person shall consider the common law duty to minimise the cost of any legal proceedings.

Prior to LawShield's acceptance of the Insured Person's nomination of a Solicitor, or if the Insured Person fails to nominate a Solicitor, LawShield shall be entitled, but not bound to instruct a Solicitor on behalf of the Insured Person if they consider this necessary to safeguard the Insured Person's immediate interests.

In the event the amount at issue does not exceed the arbitration limit, legal advice and assistance will be provided but representation at a Court or tribunal is at the absolute discretion of LawShield. LawShield may also attempt a negotiated settlement or take advantage of alternative resolution facilities.

LawShield will with the prior consent of the Insured Person make their own investigation into the case and may, subject to final approval of the Insured Person (such prior consent or final approval not to be unreasonably withheld), attempt to reach a settlement.

LawShield shall have direct access to the Solicitor at all times and the Insured Person shall co-operate fully with LawShield in all respects and shall keep LawShield fully and continually informed of all material developments in the legal representation of proceedings. At LawShield's request the Insured Person shall instruct the Solicitor to produce to LawShield any documents, information or advice in their possession and shall give the Solicitor or LawShield such other instructions in relation to the conduct of their claim as LawShield may require.

LawShield's written consent must be obtained prior to:

- the instruction of counsel to appear before a Court (or tribunal) before which a Solicitor has a right of audience;
- the instruction of Queen's Counsel;
- the incurring of unusual experts fees or unusual disbursements;
- the making of an appeal.

The Insured Person must fully co-operate with the appointed Claims Adjusters or Solicitors.

The Solicitor or Insured Person shall inform LawShield immediately in writing of any offer or payment made into Court made with a view to settling the claim.

No agreement to settle on the basis of both parties paying their own costs is to be made without LawShield's approval.

If any offer or payment into Court is not accepted by the Insured Person but the amount thereof is equal to, or in excess of the total damage eventually recovered, LawShield shall have no liability for any further Legal costs and expenses or for an opponent's civil costs unless, after being notified of the offer of payment into Court, LawShield agree to the continuance of the proceedings (such agreement not to be unreasonably withheld). LawShield shall have the right to require the Insured Person to instruct a Solicitor to obtain a counsel's opinion on the merits of the claim or defence thereto or on an offer or payment into Court made by an opponent or proposed by the Insured Person or whether there are reasonable grounds for continuing the proceedings prior to granting or refusing such agreement.

At LawShield's request the Insured Person will require the Solicitor to tax, assess or audit the Legal costs and expenses by the relevant authority.

If for any reason the Solicitor refuses to continue to act for the Insured Person or if the Insured Person withdraws his claim from the Solicitor, LawShield's liability will cease forthwith unless LawShield agree to appoint an alternative Solicitor to continue with the claim pursuant to the procedure contained in the terms and conditions of this Policy, but LawShield shall have no liability to meet any additional Legal costs and expenses arising solely as a result of the appointment of a new Solicitor.

If the Insured Person unreasonably withdraws from a claim without the prior agreement of LawShield, then Legal costs and expenses will become the responsibility of the Insured Person. LawShield shall be entitled to reimbursement by the Insured Person for any costs and expenses paid or incurred for, or in connection with, the claim, including any Legal costs and expenses LawShield is liable to pay as a result of the Insured Person withdrawing from the claim.

The Insured Person must take every available step to recover Legal costs and expenses paid by LawShield from their opponents and to reimburse LawShield.

**Please also refer to the Policy Conditions and Policy Exclusions parts of Your Policy.**



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