



INSURANCE POLICY

Commercial Vehicle

Please read this document carefully.
Should you have any questions, please contact your insurance agent.

ANTHONY JONES
INSURANCE BROKERS

Introduction

Thank you for choosing Arista to be your Commercial Vehicle insurance provider. This is your policy which sets out your insurance cover in detail.

Please read this policy, the schedule and certificate in conjunction with the statement of fact carefully, to make sure it meets your requirements and that the details shown on the schedule and statement of fact are correct.

Your premium has been based upon the information shown in the schedule and recorded in your statement of fact.

If you have any questions about any of your Commercial Vehicle insurance documents, please contact your insurance agent or an Arista office. This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this insurance is governed by English law.

Should you require a hard copy of the policy schedule or policy wording please contact your broker.

Our Promise to You

Our goal is to provide excellent customer service to all our customers but we recognise that sometimes things may go wrong, We take all complaints seriously and aim to resolve all of our customers problems promptly.

If this cover does not meet with your requirements please return all your documents and Motor Certificate(s) to the insurance agent who arranged your policy within 14 days of receipt. We will return any premium paid in full as long as your vehicle has not been written off as the result of a claim under the insurance.

If you wish to terminate the cover at any other time please contact the insurance agent who arranged your policy and any return premium calculation will be as stated in this policy.

How to Complain

If You have any enquiry arising from Your Policy please contact Your insurance agent who arranged the Policy for You or the local Arista office quoting the Policy number in all cases

If You have a complaint arising from Your Policy please contact

Complaints Manager
Arch Insurance Company (Europe) Ltd
5th Floor
Plantation Place South
60 Great Tower Street
London EC3R 5AZ
complaints@archinsurance.co.uk

After this action if You are still not satisfied with the way a complaint has been dealt with Your complaint may also be referred to the Financial Ombudsman Service

The address is
Financial Ombudsman Service
Exchange Tower
London E14 9SR
www.financial-ombudsman.org.uk

Telephone: 0800 023 4567/ 0300 123 9 123

Fax: 020 7964 1001

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

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services

Following the complaints procedure does not affect Your rights to take legal proceedings

Financial Services Compensation Scheme

Arista, a trading name of Arch Insurance Company (Europe) Ltd, and the insurers of this Policy are covered by the Financial Services Compensation Scheme (FSCS)

If We are unable to meet Our obligations You may be entitled to compensation from the scheme depending on the type of insurance and the circumstances of the claim

Their telephone number is 0800 678 1100 or 020 7741 4100. Alternatively, more information can be found at www.fscs.org.uk

Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

Arista is a trading name of Arch Insurance Company (Europe) Limited which is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to ArchDPO@archcapservices.com or in writing to Arch Group Data Protection Officer, Arch Capital Services Inc., 360 Hamilton Avenue, Suite 600, White Plains, New York 10601. Please advise us of as much detail as possible to comply with your request.

What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Arch Insurance group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.

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The Contract of Insurance and the Underwriters

This policy is underwritten by Arch Insurance Company (Europe) Limited and certain other insurers (hereinafter called the 'Underwriters') and administered by Arista Insurance Limited

In consideration of payment of the premium the liability of an Underwriter under this contract is several and not joint with other insurers party to this contract to indemnify You within the limits terms conditions and exceptions of this Policy against the events set out in the sections operative and occurring in connection with the Business during the Period of Insurance and any subsequent period for which You pay and the Underwriter agrees to accept a premium

An Underwriter is not jointly liable for the proportion of liability underwritten by any other Underwriter Nor is an Underwriter otherwise responsible for any liability of any other Underwriter that may underwrite this contract

Where the Underwriter is a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is an Underwriter Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together) The liability of each member of the syndicate is several and not joint with other members A member is liable only for that members proportion A member is not jointly liable for any other members proportion Nor is any member responsible for any liability of any other Underwriter that may underwrite this contract The business address of each member is Lloyd's, One Lime street, London EC3M 7HA The identity of each member of a Lloyds syndicate and their respective proportion may be obtained by writing to Market Services at the above address

Although reference is made at various points in this clause to "this contract" in the singular where circumstances so require this should be read as a reference to contracts in the plural

Each Underwriter is only liable in respect of the cover or engineering inspection service provided under the Section(s) of this Policy shown against them below and not any other section

Motor Legal Solutions

AmTrust Europe Limited Registered in England and Wales. Company No. 1229676. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm's reference number 202189. Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG, and administered by ARAG plc (FCA Register No 452369) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

All Other Sections

Ageas Insurance Limited (FCA Register No 202039) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Arch Insurance Company (Europe) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ - (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority



Steve Bashford
Chief Executive of Arch UK Retail
A division of Arch Insurance Company (Europe) Limited

This Policy is a legal contract between You and Us and designed to be as easy to understand as possible You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy

Your proposal the Schedule Your Policy and any Endorsements shall be considered one legal document

It is important that You read all Your documents carefully and let Your insurance agent know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete If any changes are required this may result in changes to the terms and conditions of the Policy or a refusal to provide cover

Your obligations under the Policy

The Policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim

Some of these obligations are expressed to be Conditions General Conditions or Conditions Precedent These are extremely important If you are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss However if a Condition General Condition or Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition General Condition or Condition Precedent to exclude limit or discharge our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

Steps to be taken if you cannot comply

If You are unable to comply with any Condition General Condition or Condition Precedent You should contact Us as soon as reasonably possible through Your insurance agent We will decide whether We might be prepared to agree a variation in the Policy All Conditions General Conditions or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance agent

You should keep a written record (including copies of letters) of any information You give Us or Your insurance agent at inception, renewal or making variation to this Policy.

Arista is a trading name of Arch Insurance Company (Europe) Limited, Registered address: 5th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register Number 229887

Arch UK Retail, consists of certain FCA registered companies of the Arch Insurance Group who may act as coverholders for certain leading Insurers.

You can check this information on the Financial Conduct Authority register by visiting the FCA's website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at www.bankofengland.co.uk/pru

Commercial Vehicle Insurance

Definitions

We, us – The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters.

The Underwriters - are made up of Ageas Insurance Limited and the Lloyd's underwriters and other insurers who have insured you under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.

You - the person named as 'the policyholder' in the schedule, any certificate of motor insurance or renewal notice applying to this insurance.

The schedule/amended schedule - the document showing the vehicle(s) we are insuring and the cover which applies.

Certificate of motor insurance - a document which is legal evidence of your insurance and which forms part of this policy, and which must be read with this policy.

Statement of fact - This is a record of the information that You provided to your agent and any assumptions made about You and your business upon which your insurance quotation is based.

Your vehicle, the insured vehicle - any vehicle specified in the schedule or described in the current certificate of motor insurance (and under Liability to Others section only, an attached caravan or trailer).

A trailer - a trailer or semi-trailer or container used for carrying goods but which cannot itself be driven.

United Kingdom - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Endorsement - a change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the schedule or a revised schedule.

Excess - a contribution by you towards a claim under this insurance.

Period of insurance - the period of time covered by this insurance (as shown in the schedule) and any further period we accept your premium for.

Cover

The cover you have.

Your schedule shows you what cover you have. The different types of cover are listed below. Find the cover you have and see the sections that apply.

- Comprehensive - all sections apply.
- Third party, fire and theft - Liability to Others section, Loss of or Damage to your Vehicle section (except accidental or malicious damage and vandalism), Unauthorised Use section, Unlicensed Drivers section and Foreign Use section apply.
- Third party only - Liability to Others section, Unauthorised Use section, Unlicensed Drivers section and Foreign Use section apply.
- Fire and theft - Loss of or Damage to your Vehicle section (except accidental or malicious damage and vandalism) applies. (You can only have this cover if your vehicle is not on a public road or other public place and is not being used.)
- Accidental damage, fire and theft – only Loss of or Damage to your Vehicle section applies. (You can only have this cover if your vehicle is not on a public road or other public place and is not being used.)

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

Use

The insurance only covers your vehicle if it is being used in the way specified in your certificate of motor insurance or endorsement.

The following uses are not covered:

- Racing, pacemaking or being in any contest or speed trial or any rigorous reliability testing on your vehicle (apart from road safety rallies and treasure hunts).
- Using your vehicle on any race track or circuit other than accidents to which the Road Traffic Act applies.
- Any purpose connected with the motor trade, unless this use is described in your certificate.
- Hiring out the vehicle, unless this use is described in your certificate.

Guidance notes

These guidance notes are to help you to understand your insurance. They do not form part of the contract. In all situations the guidance notes must be read with the full text of your policy.

This policy is a contract of insurance between you and us.

We rely on the information you supply. If that information is not accurate or complete, you may not be covered by this insurance.

Remember – *You must tell us about any change in the information you supplied or any change you want us to make to the policy. If you do not, you may not be covered by this insurance.*

Our liability under this insurance depends on the cover we have agreed to give you, provided you have paid all the premium due to date.

Important: *The certificate of motor insurance describes what you can use your vehicle for.*

Claims helpline

Accident and theft damage

Claims helpline

0345 415 0489

If your vehicle is damaged as a result of an accident, fire, theft or vandalism call our **24-hour helpline** on the phone number shown above. Alternatively call +44 2392 205 471 from outside of the United Kingdom

Windscreen damage

Claims helpline

0345 128 7905

If your vehicle's windscreen is damaged, call our **24-hour helpline** on the phone number shown above.

Claims procedure

Important: Do not admit that you are responsible, or make any offer, promise or payment without written permission from us.

Follow the procedures below.

- Send us written details as soon as possible after any accident, injury, loss or damage.
- Send us, unanswered, any letter or other communication as soon as you receive it from anyone else involved.
- Immediately tell us about any prosecution, coroner's inquest or fatal accident inquiry involving any person covered by this insurance.
- Give us all the information and help we need.

Guidance notes

If you need to make a claim you can call our helpline which is open 24 hours a day, 365 days a year. All claims will be handled by our staff who will deal with your claim quickly, avoiding any further stress or worry.

Please have your current certificate of motor insurance available when you phone.

We may take control of handling and negotiating any claim. We may take over the rights of any person covered under this insurance.

Liability to others

Driving your vehicle

We will insure you for all the amounts you may be legally liable to pay for:

- death of or injury to other people; or
- damage to property;

as a result of any accident you have while you are driving, using or in charge of your vehicle or while you are loading and unloading your vehicle.

Other people driving or using your vehicle

In the same way you are insured we will also cover the following people:

- Any person you allow to drive or use your vehicle, as long as this is allowed by your current certificate of motor insurance and has not been excluded by an endorsement, exception or condition.
- Any passenger who causes an accident while travelling in or getting into or out of the insured vehicle as long as you ask us in writing, after the accident, to indemnify the passenger.

Limits of indemnity to property damage

The most we will pay for property damage is £5,000,000 for any one claim or claims arising out of one incident.

The most we will pay for costs and expenses arising from property damage is £5,000,000 for any one claim or claims arising out of one incident.

If there is a property damage claim made against more than one person covered by this insurance, we will deal with any claim made against you first.

Legal personal representatives

After the death of anyone who is covered by this insurance, we will deal with any claim made against that person's estate, provided that the claim is covered by this insurance.

Costs and expenses

Legal costs

If we first agree in writing, we will pay:

- solicitor's costs if anyone we insure is represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- reasonable costs for legal services to defend anyone we insure against any prosecution arising from any death; and
- all other legal costs and expenses we agree to.

We will only pay these legal fees if they arise from an accident that is covered under this insurance.

Emergency medical treatment

We will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers.

(We must provide this cover under the Road Traffic Acts.)

European Union (EU) (Compulsory cover)

We will provide the minimum insurance needed by the relevant law to allow you to use your vehicle:

- in any country which is a member of the EU; and
- in any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

Guidance notes

This section shows the cover provided for claims made by other people for injury to them or damage to their property.

This part covers claims made against you.

This part covers claims made against people other than yourself from incidents involving your vehicle.

It covers:

- other people driving your vehicle with your permission (if shown on the certificate); and
- passengers.

If anyone insured dies, cover will be provided for a legal representative.

- We will pay the solicitor's fees for representing or defending anyone we insure.
- If any person covered by this insurance is charged with causing death while driving, we will arrange and pay for their defence.
- We will pay any legal costs and expenses we have agreed to.

We will pay the compulsory fee for emergency medical treatment after an accident.

The policy automatically provides the minimum cover you need to use your vehicle in all countries in the European Union and in certain other countries. The minimum cover varies from country to country.

Towing

Under this section we will insure you while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law).

We will not pay any claim arising from the following:

- Damage to or loss of the towed caravan, trailer or broken-down vehicle.
- Damage to or loss of any property being carried in or on the towed caravan, trailer or broken-down vehicle.
- A caravan, trailer or broken-down vehicle being towed for reward.
- Towing more trailers than the number allowed by law.
- If more than one caravan, trailer or broken-down vehicle is being towed at any one time.

We will only provide this cover if:

- the caravan, trailer or broken-down vehicle is properly secured to your vehicle by towing equipment manufactured for the purpose; and
- the method of towing the caravan, trailer or broken-down vehicle stays within the manufacturer's recommended towing limits and any other relevant law.

Exceptions to Liability to others section

This section of your insurance does not cover the following:

- Anyone who can claim for the same loss from any other insurance.
- Loss of, or damage to, property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance.
- Death of or bodily injury to any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if we need to provide cover due to the requirements of relevant laws.
- Death, bodily injury or damage arising out of the spraying of crops.
- Death, bodily injury or damage arising off the road as a result of the loading or unloading of your vehicle by anyone apart from the driver or attendant.

Guidance notes

Under this section you can tow a caravan, trailer or broken-down vehicle. You are only covered for claims made against you.

- *There is no cover for loss of or damage to the caravan, trailer or broken-down vehicle.*
- *There is no cover for loss of or damage to any property in or on the caravan, trailer or broken-down vehicle.*
- *You must not be receiving a payment for towing the caravan, trailer or broken-down vehicle.*
- *You must only be towing one caravan or broken-down vehicle.*
- *The caravan, trailer or broken-down vehicle must be properly secured to your vehicle.*
- *The way you are towing the caravan, trailer or broken-down vehicle must meet any law and the manufacturer's guidelines.*

We do not have to provide cover or settle claims under Liability to Others section if any person claiming under this insurance:

- *can claim for the same loss from any other insurance;*
- *is claiming for loss of or damage to any insured vehicle or property belonging to them;*
- *is claiming for death or injury to any employee during the course of their work other than accidents to which the Road Traffic Act applies;*
- *is claiming for death, injury or damage, arising from any form of crop spraying; or*
- *is claiming for death, injury or damage (except the driver or attendant) while loading or unloading off the road*

Loss of or damage to your vehicle

This cover only applies to your vehicle

We will insure your vehicle against loss or damage (less any excess that applies) caused by:

- accidental or malicious damage and vandalism;
- fire, lightning, self-ignition and explosion; or
- theft or attempted theft, or taking the vehicle away without your permission.

Accessories and audio, visual or telephone equipment

Your vehicle's spare parts and fitted accessories are insured in the same way, as long as they are used with your vehicle, are kept in or on your vehicle and fall within the maximum amount we pay.

Permanently fitted audio, visual and telephone equipment is also insured against loss or damage, but we will only pay the market value of the equipment at the time of the loss or damage. We will only pay up to £750 for items which are not the manufacturer's standard fitted equipment. We will not pay for loss of or damage to cassettes, compact or mini discs, DVDs or accessories used with the audio, visual or telephone equipment.

Loss of keys

We will pay up to £1,000 if the keys for your vehicle are lost or stolen and have not been recovered. We will pay for the cost of replacing entry key and transponders, ignition and steering locks that can be opened or operated with the lost items, provided you inform the police of the loss as soon as it is discovered.

For a claim under this section we may either:

- pay for the damage to be repaired;
- pay an amount of cash to replace the lost or damaged item; or
- replace the lost or damaged item.

The most we will pay will be either:

- the market value of your vehicle immediately before the loss (including its accessories and spare parts) up to the value shown in the schedule; or
- the cost of repairing the vehicle;

whichever is less.

We will not pay the cost of any repair or replacement which improves your vehicle or accessories to a better condition than they were in before the loss or damage. If this happens you must make a contribution towards the cost of repair or replacement.

Transport after an accident

If your vehicle cannot be driven after an accident, we will pay the reasonable cost (where necessary) of taking your vehicle to a repairer near to your vehicle's location, and returning it after the repair to your last known address. Do not attempt to move the vehicle yourself if this could increase the damage. If unnecessary damage is caused as a result of attempts to move your vehicle, we will not pay any extra cost arising from that damage.

Repairs

Repairs can be arranged quickly and without the need to get an estimate by using our 24-hour helpline. Call us on 0345 415 0489.

If your vehicle can be driven safely and is damaged in a way which is covered by this insurance, you must send us an accident report form. You must also send two estimates from different garages so that we can decide on a suitable repairer.

If your vehicle cannot be driven safely after an accident, you may arrange for repairs to be started if you first get an estimate and immediately send it to us with a full report of the incident.

We may arrange for your vehicle to go to a repairer of our choice if we cannot reach an agreement with the repairers over costs.

Guidance notes

Under this section we will provide cover when your vehicle suffers loss or damage caused by the events shown opposite.

Your vehicle's accessories or spare parts are also covered.

*Loss or damage to radio, meter, datahead, audio, visual and telephone equipment is also insured (less any excess you must pay). To contact our authorised suppliers phone our **helpline on 0344 892 1787***

If your keys are stolen we will pay for replacement keys and locks to be fitted to your vehicle.

These are the ways we may settle your claim.

The market value of your vehicle is the cost of replacing it with one of the same make, model, age, type and condition.

We will not pay for any part of a repair or replacement which leaves the vehicle in a better condition than it was in before.

If your vehicle cannot be driven after an accident, we will pay the cost of removing it to the nearest repairer.

*We can arrange help if you call our **24-hour helpline on 0345 415 0489.***

This section shows you what you have to do if your vehicle needs repairing after an accident.

*If you want to avoid the need to get estimates you can call our **24-hour helpline on 0345 415 0489***

Total loss (write-off)

If your vehicle is considered to be a write-off (if the cost of repairs is greater than the market value of the vehicle), we will offer you an amount as compensation. This insurance for your vehicle will end when you accept that offer.

If we ask, you must return the certificate of motor insurance and the schedule before we pay the compensation.

The vehicle then becomes our property.

We may decide to let the insurance continue on a replacement vehicle and an additional premium may be required.

Financial interest

If the vehicle belongs to someone else, or is part of a hire purchase or leasing agreement, we will normally pay an amount for the total loss of the vehicle to the vehicle's legal owner.

Windscreen damage (comprehensive cover only)

You may claim for damage to your vehicle's windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen. This benefit does not apply to damaged sun roofs, roof panels, lights or reflectors whether glass or plastic.

You will only have to pay the first £75 of each claim. There is no limit on the cost of the windscreen. (Please contact our 24-hour helpline on 0345 128 7905 for details of our authorised windscreen replacement company).

No excess will apply if the windscreen can be repaired instead of replaced.

Excesses

If an excess is shown in the schedule, you have agreed to pay that amount for each incident of loss or damage.

Extra excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced person (including yourself) is driving you will have to pay the first part of the cost as shown below. This is on top of any other excesses which you may have to pay.

Drivers/ Amount

- | | |
|---|------|
| • Under 21 years of age | £300 |
| • Aged 21 to 24 years of age | £200 |
| • 25 years of age or over but who have a provisional driving licence or who have held a full EU driving licence for less than 12 months | £200 |

You will not have to pay the amounts shown above if the loss or damage is caused by fire or theft.

When your vehicle is being serviced

The cover provided under this section will still apply when your vehicle is being serviced or repaired. While the vehicle is in the hands of the motor trade for a service or repair we ignore any restrictions on driving or use (as shown in your certificate of motor insurance).

Guidance notes

If your vehicle becomes a write-off and we offer you a payment, the insurance will end for that vehicle when you accept the offer.

The insurance cover can only be transferred to a replacement vehicle if we give our permission.

If the vehicle is on hire purchase or belongs to someone else we may settle the claim directly with them.

This section provides cover for damage to glass in the windscreen or windows, including the cost of supplying and fitting. This section also covers scratching of the bodywork resulting only from such damage.

*To contact our authorised suppliers phone our **24-hour windscreen helpline on 0345 128 7905.***

*An excess applies to this cover. Please contact our **24-hour windscreen helpline** for details.*

An excess is the amount you must pay towards every claim for loss or damage to your vehicle.

Note: These excesses are added to any other excesses which apply.

*When your vehicle is with a motor trader for servicing or repair you continue to have the cover provided under **Loss of or Damage to your Vehicle** section.*

Exceptions to loss of or damage to your vehicle section

This section of your insurance does not cover the following.

- The amount of any excess shown in the schedule.
- An amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).
- Wear and tear.
- Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- The vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.
- Repairs or replacements which improve the condition of the vehicle.
- Damage to tyres, unless caused by an accident to your vehicle.
- Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
- Loss of or damage to accessories unless they are permanently attached to your vehicle.
- Any amount over the last known list price of any part or accessory, plus the reasonable cost of fitting the part or accessory, if the vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom.
- Loss of or damage to the vehicle by someone who got it by fraud or deception.
- Loss resulting from repossessing the vehicle and returning it to its rightful owner.
- Loss of or damage to your vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if:
 - it has been left unlocked;
 - it has been left with the keys in it;
 - it has been left with the windows, roof panel or the roof of a convertible vehicle open; or
 - reasonable precautions have not been taken to protect it.

Medical expenses

We will pay up to £250 for each person for the medical expenses of anyone who is injured while they are in your vehicle as a result of an accident involving your vehicle.

Guidance notes

Important: *There are certain circumstances which are not covered and these are shown opposite.*

It is important that you take all reasonable measures to avoid loss or damage, such as removing your keys from the ignition when the vehicle is unattended (for example, do not leave the keys in the ignition when paying for petrol, or leave the vehicle unattended and the engine running). Also make sure that any immobiliser or alarm system is turned on.

You can claim up to £250 a person for necessary medical treatment after an accident.

Personal belongings

We will pay up to a total of £250 for personal belongings in or on Your Vehicle if they are lost or damaged because of an accident, fire, theft or attempted theft.

This cover does not apply to:

- Money;
- Goods or samples connected with your business;
- Property insured under any other contract;
- Property that was not reasonably protected.

Foreign use

If we agree to provide cover before you go abroad, and you pay us an additional premium, we will extend the cover for your vehicle so the following benefits apply.

Insurance cover

This insurance is extended to apply to claims occurring:

- In any country which we have agreed to provide cover for; and
- While the vehicle is being transported (including loading and unloading) between ports in countries where you have cover, as long as the vehicle is being transported by rail or a recognised sea route of not more than 65 hours.

Customs duty and other charges

If your vehicle suffers any loss or damage covered by this insurance, and the vehicle is in any country which we have agreed to provide cover for, we will do the following:

- Refund any customs duty you have to pay after temporarily importing your vehicle into any of the countries where you have cover.
- If your vehicle cannot be driven because of any loss or damage, we will pay the reasonable cost of delivering the vehicle to you at your address after the repairs have been made.
- Refund any general average contributions, salvage charges and sue and labour charges incurred during transit of your vehicle.

Foreign representatives

In the event of a claim abroad you can contact one of our foreign representatives. Their details can be found on our 'Foreign Travel Guidance Note' that can be obtained from your agent.

No claim bonus

If no claim is made under this policy we will allow a reduction when you renew it according to our current scale of no claim bonus.

Any claim for windscreen repair or replacement will not affect your no claim bonus.

Protected no claim bonus (only applicable if stated in the schedule)

A no claim bonus of five or more years will not be reduced provided you have no more than one partial fault, fault, fire or theft claim in each period of insurance. If you have more than one claim in a period of insurance you will lose the benefit of protected no claim bonus.

Guidance notes

Personal belongings in your vehicle are also covered up to an amount of £250.

Certain items are not covered as shown opposite.

You must take reasonable care of your property – for example, put your personal belongings in the boot and do not leave your vehicle unlocked.

This section describes the cover available if you take your vehicle abroad.

If you do not let us know you are going abroad, we will only give you the minimum cover provided under the Liability to others section.

When traveling abroad please apply to us before your trip and we will normally agree to extend your cover. The extended insurance will then cover you in the countries which we have agreed to and when your vehicle is travelling by rail or sea between these countries.

If your vehicle suffers any loss or damage that is covered by this insurance and the vehicle is in a country where you have cover, we will refund any customs duty you pay to temporarily import your vehicle.

We will also pay the reasonable cost of delivering the vehicle to you after repairs have been made.

We will also refund any general average contributions you have been required to make resulting from the transit of your vehicle.

The guidance note provides details of the names, addresses and telephone numbers of our foreign representatives.

General terms

Changing or adding a vehicle to this insurance

If you change the vehicle(s) covered by this insurance, or get an extra vehicle which you want cover to apply to, you must tell your agent or us and we must agree before cover can start. (We may ask you to return your certificate of motor insurance.) We will give you advice on any change in premium and we will send you a new schedule confirming our acceptance.

Guidance notes

We must be told about, and agree to, any new or extra vehicle. If there is any change in premium, we will let you know and send you a new schedule.

General exceptions

These general exceptions apply to the whole insurance.

Your insurance does not cover the following.

1. Any liability, loss or damage arising while any vehicle covered by this insurance is being:
 - used for a purpose which the vehicle is not insured for;
 - driven by or is in the charge of anyone who is not mentioned in the certificate of motor insurance as a person entitled to drive or who is excluded by an endorsement;
 - driven by anyone (including you) who you know is disqualified from driving, has never held a licence to drive the vehicle, or is prevented by law from having a licence (unless they do not need a licence by law);
 - used in or on restricted areas of airports or airfields. We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield; or
 - used to carry any load which is more than it was constructed to carry and more than the specified maximum capacity.
2. Any liability, loss or damage that is also covered by any other insurance.
3. Any liability, loss or damage that occurs outside the United Kingdom other than where we have agreed to provide cover. See Foreign Use section.
4. Any liability you have accepted under an agreement or contract unless you would have had that liability anyway.
5. Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military or usurped power (except where we need to provide cover to meet the minimum insurance required by the relevant law).
6. Any liability, loss or damage arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000, except where we need to provide the minimum insurance required by the Road Traffic Act
7. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - earthquake;
 - riot or civil commotion occurring in Northern Ireland or outside the United Kingdom, (except where we need to provide cover to meet the minimum insurance required by the relevant law);
 - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly;
 - carrying any dangerous substances or goods which you need a licence from the relevant authority for (except where we need to provide cover to meet the minimum insurance required by the relevant law); or
 - pressure waves caused by aircraft and other flying objects.
8. Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your vehicle being used in a foreign country which we have agreed to extend this insurance to cover.
9. Any liability, (except where we need to provide the minimum level of cover needed by law), for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination.

This exception:

- relates to contamination or pollution caused directly or indirectly by the discharge or leaking of any substance, liquid, vapour or gas; and
- includes contamination or pollution of any building or other structure, water, land or the air.

We will not pay for claims arising directly or indirectly from contamination or pollution where it is caused by any substance, liquid, vapour or gas being deliberately discharged or leaks caused by the failure to maintain or repair your vehicle, or any part of it.

Guidance notes

Throughout the insurance you have seen exceptions which apply to each section. These general exceptions apply to all the sections.

You must hold a valid driving licence and you should make sure the people you allow to drive also have a valid driving licence and are not disqualified.

In the event of war or similar occurrence, we will provide the minimum amount of cover necessary under the relevant law.

Accident, injury, loss, damage, indirect loss or legal liability occurring as a result of the items specified opposite are not covered.

We will not cover proceedings brought or judgments passed in any court abroad unless we have agreed to extend this insurance to cover that country.

We will not be liable for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination.

General conditions

1. You must make a fair presentation of the risk to us at inception, renewal and variation of the policy. Should you be in any doubt as to whether information should be presented to us you must;
 - discuss it with Your insurance agent or
 - disclose it to Us

We may at our absolute discretion avoid the policy and refuse to pay any claims where any failure to make a fair presentation is;

- deliberate or reckless or
- of such other nature that if you had made a fair presentation we would not have issued the policy.

We will return the premium paid by you unless the failure to make a fair presentation is deliberate or reckless.

If we would have issued the policy on different terms had you made a fair presentation, we will not avoid the policy except where the failure is deliberate or reckless, but we may instead at our absolute discretion;

- reduce proportionately the amount paid or payable on any claim the proportion for which we are liable being calculated by comparing the premium actually charged as a percentage of the premium which we would have charged had you made a fair presentation and/ or
- treat the policy as if it had included such additional terms, other than those requiring payment of the premium as we would have imposed had you made a fair presentation.

For the purposes of this condition references to;

- (i) Avoiding a policy means treating the policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before the inception of the policy), the renewal date (where the failure occurs at renewal of the policy), or the date of change (where the failure occurs when the Policy is changed).
- (ii) Refunds of premium should be treated as refunds of premium back to the inception date, renewal date, or date of change as the context requires.
- (iii) Issuing a policy should be treated as the references to issuing the policy at inception, renewing, or change of the policy as the context requires.
- (iv) Premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition, where there is more than one contract of insurance.

2. Your premium is based on the information you supplied at the start of the insurance and when it is renewed. If you have failed to provide us with complete and accurate information, this could lead to your claim being denied or the insurance not being valid.

3. If you or anyone acting on your behalf to obtain a benefit under this policy

- (a) makes any false or fraudulent claim,
- (b) makes any exaggerated claim,
- (c) supports a claim by false or fraudulent documents devices or statements whether or not the claim is itself genuine,
- (d) makes a claim for loss or damage which you or anyone acting on your behalf deliberately caused we will:
 - refuse to pay the whole of the claim and
 - recover from you any sums that we have already paid in respect of the claim.

We will also notify you if we will be treating the policy as having terminated with effect from the date of any acts set out in (a) – (d) above.

In that event you will;

- have no cover under the policy from the date of the termination and
- not be entitled to any refund of premium

Guidance notes

This part describes certain responsibilities and procedures.

The insurance only covers any person who meets these conditions. The information given to us in the statement of fact must make fair presentation of the risk.

We will not pay a claim which is false, fraudulent or exaggerated.

The procedure for reporting accidents and losses to us:

- Report any incident to us as soon as possible.
- Immediately advise us as soon as you become aware of any court proceedings, inquest or inquiry.

No one may admit any liability or negotiate any claim without our written permission.

Your vehicle must be kept in an efficient and roadworthy condition and be protected from loss or damage.

Vehicle details are recorded on the Motor Insurance Database. You must supply the information required for this

Once you have asked us to deal with a claim under this insurance, we have the right to conduct the negotiations as we see fit.

When we accept a claim but we disagree over the amount we will pay, the matter will be referred to an arbitrator for a decision. A decision must be made before you can take any legal action against us.

We may cancel the insurance giving you 7 days' notice in writing. If we do so, you are entitled to a refund of part of your premium.

You may cancel this insurance and be entitled to a refund if you have not made a claim and you return the certificate(s).

4. You must send every communication about a claim, (including any writ or summons) to us without delay and unanswered. You must also tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.

You must not admit to, negotiate on or refuse any claim unless you have permission from us.

5. You must take all reasonable steps to protect your vehicle from loss or damage and to maintain it in an efficient and roadworthy condition.

You must let us examine your vehicle at any reasonable time.

6. You must supply the details we need of any vehicles covered by this insurance for the purposes of the Motor Insurance Database. Refer to Important notice at the end of this policy for full details regarding the Motor Insurance Database.

7. We can:

take over, conduct, defend or settle any claim; and

take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance.

We will take this action in your name or in the name of anyone else covered by this insurance. You, or the person whose name we use must co-operate with us on any matter which affects this insurance.

8. If we accept your claim, but disagree with the amount due to you, the matter will be passed to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.

9. We or your intermediary may cancel this insurance by sending 7 days' notice, in writing, to your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). We will refund the part of your premium which applies to the remaining period of the insurance. We will send this refund to your insurance agent.

10. You may cancel this insurance at any time by telling us in writing and sending back your Certificate(s) of motor insurance and the schedule. If you have not made any claim in the current period of insurance, we will work out the charge for the time you have been covered by your insurance (using our short-period rates shown below) to the date we receive your certificate(s). We will then refund any amount we owe you to your insurance agent. If a claim has been made, we will not give you a refund.

Period you have had cover for	Up to 1 week	Up to 1 month	Up to 2 months	Up to 3 months	Up to 4 months	Up to 6 months	Up to 8 months	Over 8 months
Percentage of annual premium covering that period	15%	25%	30%	50%	60%	75%	90%	Full Premium

Percentage of refund	85%	75%	70%	50%	40%	25%	10%	Nil
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11. If there are a number of claims for property damage arising out of any one cause, we may, at any time, pay you up to the maximum amount payable under Liability to Others section. (We will deduct from this amount any sums already paid as compensation). On paying this amount, we will withdraw from any further action connected with the settlement of these claims.

We will pay any legal costs and expenses incurred with our consent, up to the time we withdraw from dealing with the claims.

12. If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.

13. If you have agreed to pay your premium under the Arista instalment plan, the following will apply:

- **If you do not pay an instalment at renewal -**

If you do not pay the instalment due at renewal all cover under this contract will end from that date. You must then return your certificate(s) of motor insurance to us.

Guidance notes

Important: you should immediately write and tell us about any accident

We may, at any time, pay you the maximum amount in respect of claims for property damage under Liability to Others section, if there are a number of claims arising out of any one cause.

We may recover our expenses if we have to pay a claim which this insurance would not normally cover.

If you pay your premium by instalments each instalment must be received on or before the date it is due. If it is not, we may refuse to pay any claim. If the unpaid instalment is not paid when asked for the second time, we will cancel the cover.

- **If you do not pay your instalment at any other time -**

If you do not pay an instalment when it is due, we may refuse to pay any claim arising from an event which happens on or after that date. If you do not pay a previously unpaid instalment when we ask a second time, we will cancel this contract from the due date of the first unpaid instalment. All cover under this contract will end and you must return your certificate of motor insurance to us.

- If your vehicle is written off before you have paid all your instalments, and we agree to pay your claim, the amount you owe for the year's premium will be taken from the claim payment.
- If any extra premium is needed during the period of insurance, it will be spread out over the remaining instalments due for that year. If you have already paid all your instalments, you must immediately pay any extra premium when it is due.

14. We shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Important notice

You must tell us prior to or immediately about any changes which affect your insurance and which have occurred since the insurance started or since the last renewal date. If you are not sure whether certain facts are relevant, please ask your insurance agent or Arista office.

Here are some examples of the changes you should tell us about:

- A change of vehicle (including extra vehicles).
- All changes you or anyone else make to the vehicle if these make the vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.
- A change of business activity.
- A new main user of the vehicle.
- Details of any driver who you have not told us about before or who is excluded by the certificate of motor insurance or an endorsement but who you now want to drive.
- Details of any motoring conviction, disqualification or fixed penalty offence of any person allowed to drive or of any future prosecutions for any motoring offence.
- Details of any accident or loss (whether or not you make a claim) which involves your vehicle or which occurs while you are driving anyone else's vehicle.
- Details if you or any other person allowed to drive your vehicle suffers from a notifiable condition not notified to DVLA or any condition for which DVLA have restricted the licence.

Upon being notified of any such changes we may, at our discretion;

- (i) Continue to provide cover under the appropriate section on the same terms
- (ii) Restrict the cover provided by the section
- (iii) Impose additional terms
- (iv) Alter the premium
- (v) Cancel the section and, or the policy

If you do not tell us about any relevant changes we may;

- (i) Treat the appropriate section and the policy as if it had come to an end as at the date of the change, returning a proportionate amount of the premium for the unexpired period of insurance if we would have cancelled the section and the policy had we known of the change.
- (ii) Treat the section and the policy as if it had contained such terms (Other than relating to premium) or other restrictions (If any) from the date of the change as we would have applied had we known of the change.
- (iii) Reduce proportionately the amount paid or payable on any claim, the proportion for which we would have charged had we known of the change.

Guidance notes

You should tell us about the changes shown opposite.

You have a duty to let us have full details of any change which affects your insurance.

You should keep a written record (including copies of letters) of any information you give us, or your insurance agent.

Motor Insurance Database (MID)

The Fourth EU Motor Insurance Directive (enacted in 2003) is designed to improve the claims process for EU citizens claiming against an insurer based in another EU member state following an accident outside their home territory.

One of its requirements is that a claimant should be able to identify the relevant insurer from the registration number of a vehicle.

In the UK this legislative requirement is met by the Motor Insurance Database (MID), which has been designed to provide a record of all insured motor vehicles registered for use on the road.

One of the major benefits of the MID is that it helps the Police combat uninsured driving and tens of thousands of checks are made on the MID every day by the Police.

The Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003 place obligations on us as an insurer and you regarding the keeping and supply of information.

What this means in Practice

We will supply the details of your policy such as policyholder name, address, policy number, inception and expiry date to the MID.

We will also supply the vehicle details at inception and any changes throughout the year and at renewal to the MID.

You do however need to make sure you advise your insurance agent **immediately** when vehicle changes happen and the previous page also provides more detail regarding other relevant changes.

It is very important that your vehicle details are up to date on the MID or your vehicle may be seized by the Police.

Guidance notes

Motor Legal Solutions Endorsement

AmTrust Europe Limited Registered in England and Wales. Company No. 1229676. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm's reference number 202189. Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG, and administered by ARAG plc (FCA Register No 452369) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

What is Motoring Legal Solutions?

Motoring Legal Solutions is an insurance product that will help protect you should you need to pursue your legal rights following a non-fault road traffic accident. Legal issues can be complex and sometimes difficult to resolve but with Motoring Legal Solutions you will have peace of mind knowing that we are with you every step of the way by removing the financial burden that stressful legal situations can bring. Motoring Legal Solutions is designed to help in a number of situations including

1. Pursuing a claim for death or personal injury
2. Recovering your uninsured losses that can include the recovery of your motor policy excess loss of earnings and the cost of repairs if not covered under your motor policy
3. Providing you with access to a replacement vehicle whilst yours is being replaced or repaired

ARAG claims staff and those appointed on your behalf will be available to answer your questions by telephone or email to provide you with the reassurance you need at what can be a very difficult time

When a claim does occur you can be assured that ARAG will appoint a solicitor or another professional with the expertise in the area of law that matches your problem this being a key component to providing maximum impact at the outset

Who Are ARAG?

ARAG plc is part of the ARAG SE one of the world leaders in legal insurance. ARAG is actively assisting customers in Europe and the USA

Claims Procedure

If you are involved in an accident

1. Under no circumstances should you instruct your own lawyer as we will not pay the costs incurred and it could invalidate your cover
2. ARAG operates a 24 hour 365 day per year motor claims reporting helpline. Please immediately telephone **0117 917 1698** in the event of you being involved in a motor accident (Calls are charged at a national rate)
3. We will require details of the accident and names and addresses of all parties involved including any witnesses
4. If the advisor does not believe the accident is your fault we will arrange for
 - a. A legal expert to contact you who will offer to act for you in relation to the recovery of your uninsured losses
 - b. You to be contacted in relation to the provision of a replacement vehicle
5. Do not take any action in relation to recovery of your uninsured losses until you hear from us

Meaning of Words and Terms

The following Definitions apply to this Endorsement and shall keep the same meaning wherever they appear in this Endorsement. They should also be read in conjunction with the General Definitions of the Commercial Vehicle Insurance Policy

Appointed Advisor

The solicitor or other advisor appointed by us to act on behalf of the **Insured**

Conditional Fee Agreement

The separate agreement between the **Insured** and the **Appointed Advisor** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58 58A Courts and Legal Services Act 1990 (as substituted and inserted by section 27 Access to Justice Act 1999) the format and contents of which have been agreed to by **us** before it is entered into

Collective Conditional Fee Agreement

The separate agreement between the **Appointed Advisor** and **us** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58 58A Courts and Legal Services Act 1990 (as substituted and inserted by section 27 Access to Justice Act 1999) which does not refer to specific proceedings but which provides for the **Appointed Advisor's** fees and expenses to be payable on a common basis

Insured

You and any driver or passenger in or on or getting into or out of the **Insured Vehicle** with your permission

Insured Vehicle The vehicle specified in your motor insurance policy and any trailer or caravan attached to it

Guidance notes

This cover will help you recover your uninsured losses.e.g your policy excess as well as helping you claim for personal injury, in the event that you are involved in a non fault accident.

You may be also be entitled to a replacement hire car whilst yours is being repaired or replace

You should report your claim for uninsured losses or personal injury to us as soon as possible. You should not appoint your own solicitor without our agreement as this may invalidate your cover.

This part describes certain definitions that are used throughout this endorsement

Legal Costs and Expenses

1. In respect of both Insured Events other than as provided for in 2) below
 - a. Reasonable legal costs fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by us
 - b. Other side's costs incurred in civil claims where the Insured has been ordered to pay them or pays them with our agreement
2. In respect of both Insured Events where the claim is brought within England & Wales and falls outside the jurisdiction of the Small Claims Court reasonable legal costs reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by us or in accordance with the Predictable Costs scheme if applicable where upon successful conclusion a legal expenses insurance premium ought to be recovered from the opponent in respect of insurance for the insured's disbursements and other side's costs and disbursements the Insurer will only pay costs described in 1a.

The Predictable Costs scheme applies to any road traffic accident occurring where damages of less than £10,000 are negotiated prior to the issue of proceedings

Limit of Indemnity In respect of Legal Costs & Expenses £250,000 which shall be the maximum payable by the Insurer in respect of all claims related by time or original cause

Reasonable Prospects of Success In all claims including an appeal where the Insured has a greater than 50% chance of successfully pursuing the claim or pursuing or defending an appeal. If the Insured is seeking damages or compensation there must also be a greater than 50% chance of enforcing any Judgment that might be obtained

Small Claims Court A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999

Territorial Limit The United Kingdom Channel Islands and the Isle of Man

We/Us/Our The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters

This is Your Insurance Cover

This Endorsement is evidence of the contract between you and the **Insurer**

Following an Insured Event the **Insurer** will pay the **Insured's Legal Costs & Expenses** up to the **Limit of Indemnity** including the cost of appeals provided that

1. the Insured Event occurs within the **Territorial Limit**
2. the claim
 - a. always has **Reasonable Prospects of Success**
 - b. is reported to **us**
 - i during the **Period of Insurance**
 - ii immediately after the Insured first becomes aware of circumstances which could give rise to a claim under this Endorsement
3. the **Insured** always agrees to use the **Appointed Advisor** nominated by **us** in any claim
 - a. falling under the jurisdiction of the **Small Claims Court** and/or
 - b. prior to the issue of proceedings
4. any proceedings or hearing are dealt with by a Court or any other body that **we** agree to in the **Territorial Limit**
5. the **Insured** enters into a **Conditional Fee Agreement** with the **Appointed Advisor** or the **Appointed Advisor** enters into a **Collective Conditional Fee Agreement** with **us** if a claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**

Insured Events

1. **Uninsured Loss Recovery**
An event causing damage to the **Insured Vehicle** and/or personal property in or on it
2. **Personal Injury**
An event causing the Insured personal injury whilst in or on an **Insured Vehicle**

What is not insured under this endorsement

You are not covered for any claim arising from or relating to

1. **Legal Costs & Expenses** incurred before **we** accept a claim
2. a motor contract dispute
3. defending any action
4. any event occurring prior to the inception of the Endorsement and which the **Insured** knew or ought reasonably to have known could give rise to a claim under this Endorsement
5. fines penalties or compensation
6. a dispute with **us** or the **Insurer** not dealt with under Condition 6
7. Group Litigation Orders

Conditions Applicable to This Endorsement

Failure to keep to any of these conditions may lead the **Insurer** to cancel **your** Endorsement refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** from the **Insured** should this occur

Guidance notes

The maximum payable under this endorsement is £250,000

Your claim must have reasonable prospects of succeeding and must be reported with your period of motor insurance.

You must agree to use the solicitor we recommend in any claim prior to the issue of proceedings.

You are covered for claims for the recovery of your uninsured losses following an accident involving your vehicle.

You are also covered for claims for the recovery of damages following an accident causing you injury

Important: *There are certain circumstances which are not covered and these are shown opposite.*

This part describes certain responsibilities and procedures

1. The Insured's Responsibilities

An **Insured** must

- a. observe and keep to the terms of the Endorsement
- b. not do anything that hinders **us** or the **Appointed Advisor**
- c. tell **us** immediately after **you** first become aware of any cause event or circumstances which could give rise to a claim under this Endorsement
- d. tell **us** immediately of anything that may materially alter **our** assessment of the claim
- e. cooperate fully with the **Appointed Advisor** and **us** give the **Appointed Advisor** any instructions **we** require and keep them updated with progress of the claim
- f. provide **us** with everything **we** need to help **us** handle the claim
- g. take reasonable steps to recover **Legal Costs & Expenses** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **you**
- h. tell the **Appointed Advisor** to have the **Legal Costs & Expenses** assessed or audited if **we** require
- i. minimise any **Legal Costs & Expenses** and try to prevent anything happening that may cause a claim
- j. allow the **Insurer** at any time to take over and conduct in the **Insured's** name any claim proceedings or investigation

2. The Appointed Advisor

- a. In certain circumstances as set out in 2 c) below the **Insured** may choose an **Appointed Advisor** In all other cases no such right exists and **we** shall choose the **Appointed Advisor**
- b. Where the **Insured** wishes to exercise their right to choose they should write to **us** with their nominated representative's name and address The **Insured's** chosen **Appointed Advisor** must agree to act under **our** standard terms of business and cooperate with **us** at all times
If **we** disagree over the appointment of an **Appointed Advisor** then **we** will agree for another suitably qualified person to decide the matter
- c. If **we** agree to start legal proceedings and the court requires any representative to be legally qualified or there is a conflict of interest the **Insured** may choose a suitably qualified **Appointed Advisor** The right of the **Insured** to choose never applies to **Small Claims Court** claims unless there is a conflict of interest
- d. If the **Appointed Advisor** refuses to continue acting for the **Insured** with good reason the **Insured** dismisses the **Appointed Advisor** without good reason or the **Insured** withdraws from the claim without **our** written agreement cover will end immediately unless **we** agree to appoint another **Appointed Advisor**
- e. The **Appointed Advisor** must enter into a **Conditional Fee Agreement** with the **Insured** or a **Collective Conditional Fee Agreement** with **us** if a claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**

3. Our Consent

We must give **our** written consent to the **Insured** to incur any **Legal Costs & Expenses** The **Insurer** does not accept any liability for **Legal Costs & Expenses** incurred without **our** written consent

4. Settlement

- a. The **Insurer** has the right to settle the claim by paying the value of **your** claim
- b. The **Insured** must not negotiate settle the claim or agree to pay any **Legal Costs & Expenses** incurred without **our** agreement
- c. If the **insured** refuses to settle the claim following
 - i a reasonable offer or
 - ii advice to do so from the **Appointed Advisor**the **Insurer** may refuse to pay further **Legal Costs & Expenses**

5. Counsel's Opinion

We may require the **Insured** to obtain and pay for an opinion from counsel regarding the merits or value of the claim If the opinion supports the **Insured** then the **Insurer** will pay for the opinion

6. Arbitration

If there is a dispute between the **Insured** and **us** about the handling of a claim or the choice of an **Appointed Advisor** the matter will be referred to a suitably qualified person agreed upon by both parties The loser of the dispute shall be liable to pay the costs incurred If we fail to agree on a suitable person **we** will ask the president of the relevant Law Society to nominate

7. Acts of Parliament & Jurisdiction

All Acts of Parliament within the Endorsement shall include equivalent legislation in Scotland Northern Ireland the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation
This Endorsement will be governed by English Law

8. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this Endorsement under the Contracts (Rights of Third Parties) Act 1999

Guidance notes

You must observe the terms of this endorsement and tell us immediately if you have a claim.

You must cooperate with the solicitor handling your claim at all times.

You must minimize any legal costs and try to prevent anything happening that may lead to a claim. You may choose your own solicitor to handle your claim where there is a conflict of interest or where legal proceedings are issued.

You must not incur any legal costs or expenses without our consent.

You must not negotiate the claim or agree to settle it without our agreement.

We may require you to obtain counsel's opinion to support your claim. If you do this and it supports your claim we will pay for the opinion.

Any dispute over the handling of the claim or choice of solicitor will be referred to a suitably qualified arbitrator



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