



Policy booklet  
Family-Marque

# Welcome

We are pleased to welcome you as a Chaucer Family-Marque policyholder and thank you for choosing to insure your family's motor vehicles with Chaucer Insurance. We aim to provide the best cover and claims service for all our policyholders to give you peace of mind motoring.

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

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

On behalf of everyone at Chaucer Insurance we wish you and your family an incident free year with Chaucer Family-Marque.



## Important information

This document is a legally binding contract of insurance between you and us. Please read the definitions on page 5 and 6 of this document.

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

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

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

*Signed*

A handwritten signature in black ink, appearing to read 'K Barber', is written over a horizontal dotted line. The signature is stylized and cursive.

**K Barber**

*Practice Head –  
UK Insurance*

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# Definitions

These definitions apply to each of the Motor Insurance, Motor Breakdown and Motor Legal Protection policies within your Family-Marque policy.

## **Action**

The pursuit of civil proceedings and appeals against judgment following a road traffic accident involving your vehicle.

## **Agreed value**

The cost of replacing your vehicle, as agreed and shown on the agreed value endorsement on your schedule.

## **Annual mileage limit**

The maximum number of miles that your vehicle is allowed to be driven in any one year of insurance.

## **Approved Repairer**

A repairer nominated by us to carry out the repair to your vehicle.

## **Arc**

Arc Legal Assistance Ltd who administer the Motor Legal Protection on our behalf. Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. Their FSA reference number is 305958.

## **Breakdown**

An electrical or mechanical failure to the vehicle, which immediately renders the vehicle immobilised.

## **Certificate of motor insurance**

The legal document, which is evidence that you have the insurance needed by law. This document shows the insured vehicle, who may drive it and the purposes for which it may be used.

## **Chaucer Insurance**

The underwriters who will only pay their share of a claim. They are part of an authorised Lloyd's Syndicate. If you want to know all their names and what percentage each must pay, write to us quoting the reference number and the year you started this insurance. You will find this information on your schedule.

## **Civil Partner**

As defined in the Civil Partnership Act 2004.

## **Consent / Authority / Authorised / Permission**

Agreement granted by an appropriate person for an event to take place, when such agreement is given before the event takes place.

## **Court Proceedings**

The Service of Court Proceedings.

## **Courtesy Car**

A car similar to a small hatchback.

## **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. An endorsement does not apply unless the endorsement number appears on your schedule.

Definitions continued on the next page.

# Definitions (continued)

## **Excess**

The amount you have to pay towards any valid claim under this insurance.

## **Insured incident**

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of incidents or events that are related by cause or by time.

## **In-vehicle entertainment and navigation equipment**

Permanently fitted radios, MP3, cassette, CD or minidisc players (including their speakers), and navigation equipment. We do not cover citizen's band radios and portable items such as mobile telephones, cassette tapes, compact discs, minidiscs or any other music-storage device.

## **Legal Expenses Insurance Adviser**

Lyons Davidson Solicitors or their agents who shall be appointed by Arc to act for you.

## **Legal Expenses Insurance Adviser's costs**

Reasonable legal fees up to the hourly rate shown in the Arc fee scale ruling at the time the legal expenses insurance adviser is instructed and disbursements essential to your case and assessed on the standard basis of assessment. Third party costs shall be covered if awarded against you and paid on the standard basis of assessment.

## **Market value**

The cost of replacing your vehicle, if this is possible, with one of a similar make, model, year, mileage and condition.

## **Period of insurance**

The period of time covered by this insurance (as shown on the schedule) and any further period for which we accept your premium.

## **Retail customer**

An individual who is acting for purposes which are outside his trade, business or profession.

## **The schedule/amended schedule**

The document showing the vehicle we are insuring and the cover, which applies.

## **Type of vehicle**

The category of vehicle as shown on the schedule.

## **Unattended**

When you or any passengers are not sitting in your vehicle.

## **United Kingdom or UK**

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

## **Voluntary work**

Unpaid work for a registered charity or similar organisation.

## **We, us, our**

Chaucer Insurance.

## **You, your**

The person named as 'the insured' on the schedule, or as 'the policyholder' on any certificate of motor insurance or renewal notice applying to this insurance and any other person who is allowed to drive or use the insured vehicle (as permitted by your certificate of motor insurance).

## **Your vehicle**

The insured vehicles shown on the schedule.

# 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.

| <b>Motor Insurance Policy</b> | <b>Section</b>   |
|-------------------------------|--|
| Comprehensive cover           | 1-19 inclusive.  |
| Third party fire & theft      | 1,2,3,5,7,14,16. The cover under Section 7 is restricted to loss or damage caused by fire, theft or attempted theft. |
| Third party only              | 1,2,3,14,16  |
| Fire and theft only           | 5,7. The cover under Section 7 is restricted to loss or damage caused by fire, theft or attempted theft.             |
| Damage, fire and theft        | 4,5,7. The cover under Section 7 is restricted to loss or damage caused by fire, theft or attempted theft.           |

Some sections refer to different cover dependent on the type of vehicle. The type of the vehicle is shown on your schedule.

| <b>Motor Breakdown Recovery Policy</b> | <b>Section</b> |
|--|----------------|
| Standard Breakdown Cover               | 20             |
| Home Assist                            | 20,21          |
| European Assist                        | 20,21,22       |

Your schedule shows you what level of breakdown cover you have.

| <b>Motor Legal Protection Policy</b> | <b>Section</b> |
|--------------------------------------|----------------|
| Legal Protection                     | 23             |

All policies include Motor Legal Protection.

# Motor Insurance Policy

## Section 1

## Liability to others

### What we cover

#### Using 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 other people's property

as a result of any accident arising from your vehicle being used.

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.

#### Other people driving or using your vehicle

We will cover you for the following:

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

#### Business use

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

#### Legal personal representatives

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

### What we do not cover

This section of your insurance does not cover the following:

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

- e. Death of or injury to any person during the course of their employment, except for the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance.
- f. Payment of more than £20 million including legal costs (if type of vehicle is Private car, Specialist vehicle or Motorcycle) for damage to other people's property arising from any one claim or series of claims arising from one cause.
- g. Payment of more than £1 million including legal costs (if type of vehicle is Commercial vehicle) for damage to other people's property arising from any one claim or series of claims arising from one cause.
- h. Death of or injury to other people or damage to their property caused or arising beyond the limits of any carriageway or thoroughfare (road) in connection with loading or unloading your vehicle:
  - by anyone other than the driver or person in charge of your vehicle; or
  - if this loading or unloading involves using any hoist, lift, crane or similar equipment.
- i. We shall not pay any claims in relation to business use (mentioned above):
  - if we do not have full control over the conduct of any claim that occurs;
  - for death or injury to any employee (or equivalent within the voluntary working sector) of the principal during the course of their employment except for the cover we must provide under the Road Traffic Acts or any other legislation applicable to motor insurance;
  - for any liability which attaches to the principal by virtue of an agreement which would not have attached in the absence of such agreement;
  - for any liability resulting from the negligence of any person other than you, your business partner, director or employee (or equivalent of these within the voluntary working sector); or
  - where the principal is entitled to indemnity under any other insurance.

## Section 2

# Driving other cars

### What we cover

In this section only (Section 2 – Driving other cars) the definition of “you” also applies to all drivers named on your schedule.

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

### What we do not cover

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

## Section 3

# Towing

### What we cover

We will extend Section 1 to cover you while your vehicle is towing a caravan, trailer or broken-down vehicle (as allowed by Law) which must be attached securely to your vehicle in line with the manufacturer's recommendations.

### What we do not cover

- a. Damage to or loss of the towed caravan, trailer or broken-down vehicle.
- b. Damage to or loss of any property being carried in or on the caravan, trailer or broken-down vehicle.
- c. A caravan, trailer or broken-down vehicle being towed for reward.
- d. Towing more trailers than the number allowed by law.
- e. Towing more than one caravan or broken-down vehicle.

## What we cover

### This section only applies to your vehicle

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

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

We will also provide cover up to £250 for damage to a luggage trailer whether or not it is attached to your vehicle at the time of the accident or loss.

We will also provide cover up to £5,000 towards the cost of suitable modifications to your vehicle if, following an accident resulting in a valid claim under Section 4, you or your spouse or your civil partner are registered disabled as a result of the accident.

We will also provide you with a new child car seat if your vehicle is involved in an accident, suffering impact damage, even if there is no apparent damage to the child car seat. If a replacement is no longer available then we will pay you an amount equal to the cost of the child car seat that you had subject to satisfactory proof of purchase.

We will also provide payment to you for the unexpired portion of your vehicle's Road Fund Licence where your vehicle is totally destroyed and you are unable to recover it from the licensing authorities.

We will not pay under this section for damage more specifically covered under Sections 5, 7, 8 or 12 of this insurance.

We will at our option either:

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

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

## The most we will pay

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

If your vehicle was first registered in a country other than the UK, and we know about this and have agreed cover, the most we will pay will be:

- the amount shown on your purchase receipt for your vehicle (including its spare parts and accessories); or
- the market value of the manufacturer's United Kingdom model with the nearest equivalent specification (including its spare parts and accessories);

whichever is lower.

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

Section 4 continued on the next page.

## Salvage

If your vehicle is totally destroyed or damaged so badly that cost of repairs will be equal to or more than the agreed or market value of your vehicle, we will, at your option, either:

- a. pay you an amount of cash equal to the agreed or market value (whichever applies to your policy) less any excess which applies, with the salvage becoming our property; or
- b. pay you an amount of cash equal to 70% of the agreed or market value (whichever applies to your policy) less any excess which applies, with the salvage remaining your property.

We will only settle a claim under option b if the inspecting motor engineer appointed to assess the damage to your vehicle agrees that it can be repaired in line with the Code of Practice for the Disposal of Motor Vehicles.

## Giving you a new car

**Giving you a new car only applies if the type of vehicle is Private car**

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

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

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

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

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

Please refer to page 18 for exceptions to Section 4.

### What we cover

#### This section only applies to your vehicle

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

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

We will also provide cover up to £250 for loss or damage to a luggage trailer whether or not it is attached to your vehicle at the time of the loss.

We will also provide payment to you for the unexpired portion of your vehicle's Road Fund Licence where your vehicle is totally destroyed and you are unable to recover it from the licensing authorities.

We will not pay under this section for damage more specifically covered under Section 7 of this insurance.

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

We will at our option either:

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

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

### The most we will pay

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

If your vehicle was first registered in a country other than the UK, and we know about this and have agreed cover, the most we will pay will be:

- the amount shown on your purchase receipt for your vehicle (including its spare parts and accessories); or
- the market value of the manufacturer's UK model with the nearest equivalent specification (including its spare parts and accessories);

whichever is lower.

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

Section 5 continued on the next page.

### Salvage

If your vehicle is totally destroyed or damaged so badly by fire, theft or attempted theft that cost of repairs will be equal to or more than the agreed or market value of your vehicle, we will, at your option, either:

- a. pay you an amount of cash equal to the agreed or market value (whichever applies to your policy) less any excess which applies, with the salvage becoming our property; or
- b. pay you an amount of cash equal to 70% of the agreed or market value (whichever applies to your policy) less any excess which applies, with the salvage remaining your property.

We will only settle a claim under option b if the inspecting motor engineer appointed to assess the damage to your vehicle agrees that it can be repaired in line with the Code of Practice for the Disposal of Motor Vehicles.

### Giving you a new car

**Giving you a new car only applies if the type of vehicle is Private car**

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

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

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

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

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

Please refer to page 18 for exceptions to Section 5.

Giving you a courtesy car only applies if the type of vehicle is Private car

### What we cover

#### Whilst your car is being repaired

- We will provide you with a courtesy car in the event of a valid claim under Section 4 of this insurance for the duration of the repairs to your car providing you agree to use one of our Approved Repairers. The courtesy car will be provided to you within 2 working days from the date of collection of your car by our Approved Repairer until such time that your car has been returned to you following its repair.
- If your car has been professionally adapted or converted due to a physical disability, or you are only able to drive an automatic car, we will do our utmost to provide you with a suitable courtesy car but this cannot be guaranteed. In the event we are unable to provide you with a suitable car for those reasons, we will pay you a daily rate of £15.00 for the duration of the repairs or until an appropriate courtesy car is available.

#### Damage beyond economical repair

- We will provide you with a courtesy car for up to 30 days if your car is declared beyond economical repair in the event of a valid claim under Section 4 or 5 of this insurance. We will provide you with this even if you retain the salvage of your car. The 30 day period commences from the date our Approved Repairer informs you that your car is or is likely to be declared beyond economical repair. The date of assessment will be no longer than 2 working days following collection of your car by our Approved Repairer.
- If your car has been professionally adapted or converted due to a physical disability, or you are only able to drive an automatic car, we will do our utmost to provide you with a suitable courtesy car but this cannot be guaranteed. In the event we are unable to provide you with a suitable car for those reasons, we will pay you a daily rate of £15.00 for the duration of the repairs or until an appropriate courtesy car is available.

#### Stolen and not recovered

- We will provide you with a courtesy car for up to 30 days in the event of a valid claim under Section 5 of this insurance if your car is stolen and not recovered. The 30 day period commences once you have reported the loss to us and we agree that a valid claim exists. If, within the 30 day period, your car is recovered and is repairable we will continue to provide you with a courtesy car for the duration of the repairs. If, within the 30 day period, your car is recovered and is declared beyond economical repair you may retain the courtesy car for the remainder of the original 30 day period but this will not be extended beyond that original period.
- If your car has been professionally adapted or converted due to a physical disability and you provide us with proof of this, or you are only able to drive an automatic car and you provide us with proof of this, we will do our utmost to provide you with a suitable courtesy car but this cannot be guaranteed. In the event we are unable to provide you with a suitable car for these reasons, we will pay you a daily rate of £15.00 for a period not exceeding 30 days or until an appropriate courtesy car is available.
- We will provide policy cover under this insurance for the courtesy car we supply to you. Your insurance's General Exceptions and Conditions will apply, along with any excess shown on your schedule for the vehicle the courtesy car has replaced, and any excess shown in Section 15.

Section 6 continued on the next page.

We will provide policy cover under this insurance for a vehicle provided to you by a garage whilst your vehicle is in that garage for service or repair providing the vehicle is similar to your vehicle. This cover is provided on the condition that the garage is providing the same level of cover to your vehicle whilst it is in their custody and control.

You will be advised of all terms and conditions relating to the loan of the car to you by the courtesy car provider before it is released to you.

### What we do not cover

- a. A courtesy car if the accident or loss occurred outside the UK.
- b. A courtesy car used outside the UK.
- c. A courtesy car if your vehicle is repairable and you choose not to use our Approved Repairer to repair your vehicle.
- d. Any excess applicable under your insurance.
- e. Use of the courtesy car for any use not covered by this insurance.
- f. Use of a courtesy car for any person who is not named on your certificate to drive your vehicle.
- g. The fuel used in the courtesy car whilst it is in your possession.
- h. Any fines, penalties, congestion charges, etc. which you or any driver incur whilst the courtesy car is on loan to you.
- i. Hire costs if you keep the courtesy car longer than agreed.

Please refer to page 18 for exceptions to Section 6.

## Section 7

# Loss of or damage to in-vehicle entertainment and navigation equipment

### What we cover

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

The most we will pay to replace or repair the equipment is the market value at the time of loss or damage.

No excess will apply under this section.

### What we do not cover

We do not cover citizen's band radios and portable items such as mobile telephones, cassette tapes, compact discs, minidisks or any other music-storage device.

We do not cover in-vehicle entertainment and navigation equipment if your type of vehicle is Motorcycle.

Please refer to page 18 for exceptions to Section 7.

## Section 8

# Loss, theft or breakage of keys

### What we cover

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

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

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

### What we do not cover

Any claims for loss, theft or breakage of keys or key fob in excess of £1,000 for any one incident.

Please refer to page 18 for exceptions to Section 8.

## Exceptions to Sections 4, 5, 6, 7 and 8

### Important:

Under all contracts some situations are not covered. Please read this section carefully to make sure you understand what cover is not included in your own insurance.

### What Sections 4, 5, 6, 7 and 8 do not cover

- a. Damage to or theft of phones or two-way radios.
- b. An amount of money to compensate you for not being able to use your vehicle and any other expenses you have to pay because of this.
- c. Loss of value, wear and tear.
- d. Any reduction in the value of your vehicle, including loss of value following damage whether the vehicle was repaired or not.
- e. Damage to tyres caused by braking, punctures, cuts or bursts.
- f. Damage caused by frost unless you took reasonable precautions.
- g. The cost of repairing or replacing parts of the vehicle which improve your vehicle or accessories beyond its condition before the loss or damage happened. If this happens you must make a contribution towards the cost of repair or replacement.
- h. The cost of repairing or renewing areas which were not damaged in the incident for which you are claiming.
- i. The loss of, or damage to, your vehicle resulting from fraud, deception or attempted fraud or deception or by the using of a counterfeit or other form of payment which a bank or building society will not authorise.
- j. The amount of any excess shown in your schedule and in Section 15 of this document.
- k. Mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages.
- l. Loss or damage when your vehicle is left unattended if the last person in charge of your vehicle, before the loss or damage happened, is not shown on your certificate of motor insurance as allowed to drive.
- m. Damage to or loss of your vehicle or its accessories if the vehicle is left unattended, unless all ignition keys are removed from your vehicle. This applies even for short periods such as in a petrol station.
- n. Loss or damage resulting from your vehicle being repossessed by or returned to its rightful owner.
- o. Loss or damage caused intentionally by you or any member of your family, or loss or damage someone else causes with your permission or encouragement.
- p. Loss or damage over £2,500 caused by an inappropriate type or grade of fuel being used.
- q. Loss or damage to spare parts and accessories over £100 for a Motorcycle.

### What we cover

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

- |  |         |
|--|---------|
| a. For death                                   | £10,000 |
| b. For loss of any limb                        | £10,000 |
| c. For permanent blindness in one or both eyes | £10,000 |

This cover also applies when you, your spouse or your civil partner are travelling in, or getting in or out of, any other vehicle.

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

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

### What we do not cover

- Anyone who is 70 or older at the time of the accident.
- Death or bodily injury caused by suicide or attempted suicide.
- Incidents unless the insurance is in one person's name.
- Anyone who was under the influence of alcohol or any drug at the time of the accident.
- Death or injury if you make a claim under Section 1.
- Death or bodily injury whilst driving a motorcycle.
- Payment over £10,000 for one incident.

## Section 10

# Personal belongings

### What we cover

We will pay up to £500 for personal belongings in your vehicle if they are stolen or damaged. No excess will apply under this section.

### What we do not cover

- a. Trade goods or samples or any equipment to do with your work.
- b. Money, stamps or documents.
- c. In-vehicle entertainment and navigation equipment.
- d. Phones or two-way radios.
- e. Theft of items carried in an open or convertible vehicle, unless you keep them securely locked in the boot.
- f. Property insured under any other insurance contract, or property you have not reasonably protected.
- g. Property on or in a motorcycle.

The personal belongings section only applies once for each event.

## Section 11

# Medical expenses

### What we cover

If there is an accident involving your vehicle, we will pay up to £500 to cover the medical expenses of each person who is injured while they are in your vehicle.

We will also provide cover for hospital expenses up to £50 per day for up to 30 days for you and your spouse or civil partner.

### What we do not cover

Medical or hospital expenses resulting from an accident on a motorcycle.

## Section 12

# Repairing and Replacing Glass

### What we cover

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

- a. If you ask Chaucer Glassline to arrange to replace the glass, you will have unlimited cover and you will only have to pay the excess relating to windscreen/glass shown on your schedule.
- b. If the damage is repaired by Chaucer Glassline, instead of replaced, you will not have to pay the excess relating to windscreen/glass shown on your schedule.
- c. If you do not ask Chaucer Glassline to arrange the replacement/repair, you will have limited cover up to £150 and you will have to pay the excess relating to windscreen/glass shown on your schedule, irrespective of whether the glass is repaired or replaced.
- d. If your windscreen or glass is damaged while outside the UK but within a country covered by this insurance and requires immediate replacement to enable you to continue your journey, you may make immediate steps locally to carry out the repair/replacement. We will cover the reasonable cost of repairing or replacing the glass on receipt of written notification from you with details of the incident together with the invoice for repair/replacement.

24-hour Chaucer glass helpline - freephone 0800 587 0808  
and have your certificate of insurance available

## Section 13

# Emergency overnight/travel expenses

### What we cover

We will pay you (and anyone travelling in your vehicle) the cost of any necessary overnight accommodation or to travel home if your vehicle is stolen or damaged as a result of an accident covered by this policy.

### What we do not cover

- a. Any travel or overnight accommodation that costs over £250 for one incident.
- b. Costs of more than £100 per person.
- c. A vehicle that is stolen or damaged as a result of an accident within 20 miles of your home address.

## What we cover

### Automatic cover

- We will extend your insurance cover to apply in the following countries for up to 90 days in any one insurance year while you are using your vehicle for social, domestic or pleasure purposes. Cover is also included while your vehicle is being transported to and from these countries by rail or by a recognised sea route which takes less than 65 hours.
  - a. Any member of the European Union
  - b. Croatia
  - c. Iceland
  - d. Liechtenstein
  - e. Norway
  - f. Switzerland
- If you go over the 90-day period without our permission, cover is reduced to the minimum you need under European Union Directives on motor insurance while your vehicle is in the countries shown above. This will be the amount needed by law in that particular country or that needed by law in the United Kingdom when that cover is higher.

### Extended cover

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

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

## Spanish bail bond

In Spain you need special cover, known as a bail bond. This bail bond is usually enough to prevent your vehicle being impounded in Spain after an accident. If you need to let us know about a claim, please telephone us immediately on 00441227 284700.

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

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

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

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

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

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

## Section 15

# Excess for young or inexperienced drivers

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

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

| Drivers  | Amount of excess |
|--|------------------|
| Under 21   | £250             |
| Aged 21 to 24  | £200             |
| Aged 25 or over but not holding a full driving licence issued in the United Kingdom                                  | £100             |
| Aged 25 or over holding a full driving licence issued in the United Kingdom, but having held it for less than a year | £100             |

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

## Section 16

# Legal Costs

### What we cover

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

### What we do not cover

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

Our cover under this section is limited to £5,000 in any one period of insurance (except for costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 which are limited to £5 million in any one period of insurance unless stated otherwise).

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

## Section 17

## Alternative Travel Costs

### What we cover

If, through ill health, your driving licence is revoked by the DVLA or you or your spouse or your civil partner are injured as a result of an accident and are unable to drive, we will pay you up to £1,000 towards the cost of funding alternative transport for the duration of incapacity or up to 6 months, whichever is less.

### What we do not cover

We will not cover the first 7 days of the loss or any loss not substantiated by medical evidence or any injuries arising from an accident in which you, your spouse or civil partner obtained a driving conviction.

## Section 18

## Car Jacking

### What we cover

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

### What we do not cover

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

## Section 19

## Road Rage

### What we cover

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

### What we do not cover

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

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

# Motor Breakdown Recovery Policy

## Section 20

## Standard Breakdown Cover

### What we cover

If your vehicle suffers a breakdown which occurs during the course of a journey and more than a one-mile radius from your home, cover will be provided.

We will provide cover for breakdown and any costs involved with the roadside assistance or recovery (not including parts and labour to replace any parts) during the period of insurance (excluding the first 24 hours) and within the UK.

We will provide up to and including six call-outs for each vehicle during the period of insurance.

#### Roadside assistance and recovery

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

If, in the opinion of our Recovery Operator, they are unable to repair the vehicle at the roadside, we will assist in the following way:

- Arrange and pay for your vehicle, you and up to 6 passengers to be recovered to the nearest garage able to undertake the repair.
- If the above is not possible at the time or the repair cannot be made within the same working day, we will arrange for your vehicle, you and up to 6 passengers to be transported to your home or original destination.

#### Emergency overnight accommodation\*

If we decide to provide alternative accommodation, we will pay a maximum of £50.00 for a lone traveller or £25.00 per person for one night for you and up to 6 passengers.

\* Emergency overnight accommodation will be offered on a pay/claim basis, which means that you must pay initially and we will send you a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from our Rescue Controller. We will only reimburse claims when we are in receipt of a valid invoice/receipt.

#### Caravans and trailers

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

#### Message service

If you require, following a breakdown, the Rescue Controller will pass on two messages to your home or office to let them know of your predicament and ease your worry.

For Breakdown Recovery call our 24 hour Control Room on  
0845 408 4874 – refer to page 43

Please refer to pages 29-30 for exceptions to Section 20.

Your vehicle will be covered at your registered home address or within a one-mile radius of your home address. Multi-vehicle policies must be registered to one address within the UK.

Any repairs undertaken by our Recovery Operator at their premises are provided under separate contract, which is between you and the garage.

For Breakdown Recovery call our 24 hour Control Room on  
0845 408 4874 – refer to page 43

We will provide this service in all EU countries and any other country meeting the international green card requirements (excluding Morocco) for a maximum of 90 days per annum. Please ensure that you carry your V5 registration document with you during your journey. Regulations are different when you breakdown in Europe and help may take longer in arriving. We will require detailed information from you regarding the location of your vehicle. We will need to know if you are on an outward or inward journey and details of your booking arrangements. When we have all the required information we will liaise with our European network. You will be kept updated and therefore, you will be asked to remain at the telephone from which you called. We will send help to the scene of the breakdown and arrange to pay call out fees and mileage charges needed to repair or assist with the vehicle.

If, in the opinion of our Recovery Operator, they are unable to repair the vehicle at the roadside we will:

- Arrange and pay for your vehicle, you and up to 6 passengers to be recovered to the nearest garage able to undertake the repair.
- Arrange for your vehicle, you and up to 6 passengers to be transported either to your home or original destination if the vehicle cannot be repaired within 48 hours or any other time that we can agree. During the 48 hours we will pay for the costs of alternative accommodation and alternative transport (to be agreed and authorised with our Rescue Controller).

#### General notes relating to Europe

- If you have broken down on a European motorway or major public road, we are generally unable to assist you and you will often need to obtain assistance via the SOS phones. The local services will tow you to a place of safety and you will be required to pay for the service immediately. You can then contact us for further assistance. We will pay a maximum of £60.00 towards reimbursement of the costs, but we will only reimburse claims when we are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the breakdown.
- If you have broken down in a European Country during a Public Holiday, many services will be closed during the Holiday period. In these circumstances, you must allow us time to assist you and effect a repair to your vehicle. We will not be held liable for any delays in reaching your destination.

For Breakdown Recovery in the UK call our 24 hour  
Control Room on 0845 408 4874 – refer to page 43

For Breakdown Recovery in Europe call us on  
0044 1206 771780 – refer to page 43

Please refer to your policy schedule to see whether Sections 21 or 22 apply.

Please refer to pages 29-30 for exceptions to Sections 21 and 22.

# Exceptions to Sections 20, 21 and 22

## What Sections 20, 21 and 22 do not cover

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

This Motor Breakdown Recovery Policy does not cover the following:

1. a) Any caravan/trailer where the total length exceeds 7 metres (23 feet) and where it is not attached to the vehicle with a standard towing hitch.  
b) Breakdowns or accidents to the caravan or trailer itself.
2. Vehicles not registered with us.
3. Any breakdown in the first 24 hours of the period of insurance.
4. The cost of any parts, components or materials used to repair the vehicle.
5. Repair and labour costs other than an hour roadside labour at the scene.
6. Any costs or expenses not authorised by our Rescue Controllers.
7. The cost of food, drinks, telephone calls or other incidentals.
8. The cost of alternative transport other than to your destination and a return trip to collect your repaired vehicle.
9. The cost of fuel, oil or insurance for a hire vehicle.
10. Provision of motor breakdown service if you already owe us money.
11. The recovery of the vehicle and passengers if repairs can be carried out at or near the scene of the breakdown within the same working day. If recovery takes effect, we will only recover to one address in respect of any one breakdown.
12. Overnight accommodation or vehicle hire charges if repairs can be carried out at or near the scene of the breakdown within an agreed time.
13. Breakdowns caused by failure to maintain the vehicle in a roadworthy condition including maintenance or proper levels of oil and water.
14. Where service cannot be effected because the vehicle does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels.
15. Any request for service if the vehicle cannot be reached or is immobilised due to snow, mud, sand or flood or where the vehicle is not accessible or cannot be transported safely and legally using a standard transporter.
16. Any request for service if the vehicle is being used for motor racing, rallies, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
17. Claims not notified and authorised prior to expenses being incurred.
18. The charges of any other company other than our Recovery Operator or of vehicle hire or accommodation charges except those authorised by us, including police recovery and European motorway recovery charges.
19. Any damage to your vehicle or its contents whilst being recovered, stored or repaired and any liability caused directly or indirectly from any act performed in the execution of the assistance services provided.

Exceptions to Sections 20, 21 and 22 continued on the next page.

## Exceptions to Sections 20, 21 and 22 (continued)

20. Failure to comply with requests by us or our Recovery Operator concerning the assistance being provided.
21. Fines and penalties imposed by courts.
22. Any charges where you, having contacted us, effect recovery or repairs by other means unless we have agreed to reimburse you.
23. Ferry and Toll charges outside of mainland UK.
24. Any claims relating to the following:
  - a) Vehicles in excess of 3,175 kg (3.5 tonnes).
  - b) Vehicles more than 5.18 metres (17 feet) long, 2.286 metres (7 feet 6 inches) wide and 2.44 metres (8 feet) high.
  - c) Non standard, customised or modified vehicles unless declared and agreed with us prior to taking out this Motor Breakdown Recovery Policy.
25. Any request for service where repairs have not been completed within 2 working days following a previous breakdown or temporary repair being made, unless in transit between a temporary repair and a repairing garage.
26. More than six call-outs per policy period.
27. Claims totalling more than £15,000 in any one year.
28. Any cost recoverable under any other insurance policy that you may have.
29. Storage charges.
30. Vehicles that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and your safety is compromised.
31. Assistance if the vehicle is deemed to be illegal, untaxed, unroadworthy or dangerous to transport.
32. Recovery of the vehicle or your transport costs to return the vehicle to your home once it has been inspected or repaired.
33. Any cost that would have been incurred if no claim had arisen.
34. The cost of draining or removing contaminated fuel.
35. A request for service following any intentional or wilful damage caused by you to your vehicle.
36. Service where glass or windscreens have been damaged or broken as a result of an accident, theft or act of vandalism.
37. Any cover which is not specifically detailed within this policy.
38. Service covered by European Assist where repatriation costs exceed the market value of the vehicle.
39. Repatriation to the UK within 48 hours of the original breakdown, regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments you have made within the UK.
40. Repatriation if the vehicle can be repaired but you do not have adequate funds for the repair.

# Conditions applying to your Motor Breakdown Recovery Policy

1. The driver of the vehicle must remain with or nearby the vehicle until help arrives.
2. We can request proof of outbound and inbound travel dates.
3. We must be advised immediately at the time of contacting us for assistance, if your vehicle is fitted with alloy wheels. If we are not advised and we are unable to provide the service promptly or efficiently through the agent who will be assisting you, you will be charged for any additional costs incurred.
4. Vehicles unable to carry a serviceable spare wheel or an aerosol repair kit will be recovered to an appropriate local garage only. An excess of £40.00 must be paid immediately by credit card before assistance can be provided.
5. If we are able to repair your vehicle roadside, you must accept the assistance being provided and immediately pay for any parts supplied and fitted by credit card.
6. If a call-out is cancelled by you and a recovery operator has already been dispatched, you will lose a call-out from your policy. We recommend you wait for assistance to ensure the vehicle is functioning correctly. If you do not wait for assistance and the vehicle suffers a breakdown again within 12 hours, you will be charged for the second and any subsequent call-outs.
7. We have the right to refuse to provide the service if you or your passengers are being obstructive in allowing us to provide the most appropriate assistance or are abusive to our Rescue Controllers or our Recovery Operators.
8. The repair must be carried out if the vehicle is recovered to a dealership and the dealership can repair the vehicle within the terms stated. You must have adequate funds to pay for the repair immediately. If you do not have funds available, any further service related to the claim will be denied.
9. You must have adequate funds to pay for alternative transport or overnight accommodation costs immediately. If you do not have funds available, any further service related to the claim will be denied.
10. If the vehicle is beyond economical repair, we have the option to offer the market value of the vehicle to you and pay for alternative transport home.
11. The transportation of livestock (including dogs) will be at the discretion of the Recovery Operator. Alternative transport can be arranged but you will need to pay for this service immediately by credit card.
12. If you have a right of action against a third party, you shall co-operate with us to recover any costs incurred by us. If you are covered by any other insurance policy for any costs incurred by us, you will need to claim these costs and reimburse us. We reserve the right to claim back any costs that are recoverable through a third party.
13. Regardless of circumstances, we will not be held liable for any costs incurred if you are unable to make a telephone connection to any numbers provided.
14. We reserve the right to charge you for any costs incurred as a result of incorrect location details being provided.

# Motor Legal Protection Policy

## Section 23

## Motor Legal Protection

This policy is administered on our behalf by Arc. It is included on all Chaucer Family-Marque policies for you, your passengers, all drivers named on your certificate of motor insurance and their passengers whilst using your vehicle.

The amount of cover you have, known as the indemnity limit, is £50,000 in each insurance year. This is the maximum payable in respect of claims you may make under this section following an insured incident.

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

### What we cover

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

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

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

This insurance covers:

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

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

### Legal Helpline

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

### What we do not cover

#### 1 There is no cover where:

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

#### 2 There is no cover for:

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

# Conditions to Section 23

## 1 Claims

- a) Arc shall appoint the Legal Expenses Insurance Adviser to act on your behalf.
- b) We may investigate the claim and take over and conduct the action in your name. Subject to your consent which shall not be unreasonably withheld we may reach a settlement of the action.
- c) You must supply at your own expense all the information which Arc reasonably requires to decide whether a claim may be accepted. If Court Proceedings are issued and you wish to nominate an alternative legal adviser to act on your behalf, you may do so. The alternative adviser must:
  - i) confirm in writing that he will enable you to comply with your obligations under this insurance.
  - ii) agree with Arc the rate at which his costs will be calculated. If no agreement is reached, the Law Society will be asked to nominate an alternative adviser and this nomination shall be binding.
- d) The Legal Expenses Insurance Adviser will:
  - i) provide a detailed assessment of your prospects of success including the prospects of enforcing any judgment obtained without charge.
  - ii) keep Arc fully advised of all developments and provide such information as Arc may require.
  - iii) keep Arc regularly advised of Legal Expenses Insurance Adviser's costs incurred.
  - iv) advise Arc of any offers to settle and payments in to court. If contrary to Arc's advice such offers or payments are not accepted there shall be no further cover for legal costs unless Arc agrees in its absolute discretion to allow the case to proceed.
  - v) submit bills for assessment or certification by the appropriate body if requested by Arc and abide by any decision from that body.
  - vi) attempt recovery of costs from the Third Parties.
  - vii) agree with Arc not to submit a bill for Legal Expenses Insurance Adviser's costs to us until conclusion of the Action.
- e) In the event of a dispute arising as to costs Arc may require you to change Legal Expenses Insurance Adviser.
- f) We shall only be liable for costs for work expressly authorised by Arc in writing and undertaken while there are reasonable prospects of success.
- g) You shall supply all information requested by the Legal Expenses Insurance Adviser and Arc.
- h) You are liable for any Legal Expenses Insurance Adviser's costs if you withdraw from the action without Arc's prior consent or take action that Arc reasonably believes to be false, fraudulent, exaggerated or where you have made mis-representations to the Legal Expenses Insurance Adviser. Any costs already paid by us will be reimbursed by you.

## Conditions to Section 23 (continued)

### 2 Disputes

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

### 3 Reasonable Prospects

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

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

# General exceptions

These exceptions apply to all policies in this insurance contract.

Your insurance does not cover the following:

Any liability to others, or loss of or damage to any vehicle covered by this insurance when the vehicle is:

1. driven by or in the charge of anyone who is driving without your permission or is not included as a driver in the certificate of motor insurance or who is excluded by an endorsement;
2. in the charge of anyone who is disqualified from driving, or who has not held, or who by law is prevented from holding or getting a driving licence;
3. being driven outside the limitations of the driver's licence;
4. outside the UK, unless it is allowed by Section 14;
5. outside the UK in relation to Sections 17, 18, 19, 20 and 21;
6. being used in restricted areas of airports or airfields (we will not pay any claim involving aircraft within the boundary of the airport or airfield);
7. being driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT certificate when needed;
8. being driven with a load or a number of passengers which is unsafe or greater than the manufacturer's specifications;
9. carrying an insecure load;
10. towing a trailer which is unsafe or has an insecure load;
11. used for a purpose for which it is not insured (as long as you do not make a profit, your employer can pay an allowance for the number of miles you drive, or a passenger can contribute towards the cost of fuel) as shown on your certificate of motor insurance;
12. used for any competition or rally (apart from road safety rallies and treasure hunts), trial, track day, performance test, race or speed trial (whether between motor vehicles or otherwise). This exclusion applies even if the event is not on a public road and regardless of whether it is authorised by the police or another relevant authority;
13. used for any purpose on a derestricted toll road. Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended (including the Nurburgring);
14. used for any purpose connected with the motor trade, unless this use is described in your certificate;
15. hired or let out for a sum of money; or
16. carrying and transporting passengers for a sum of money (if you are paid as part of a vehicle sharing arrangement for social or other similar purposes, we will not exclude this providing you do not profit from the contributions which you receive for the journey).

# General exceptions (continued)

## **Acts of War / Terrorism / Civil Disturbance**

Any loss or damage caused by:

17. war, revolution or similar event.
18. any government, public or local authority legally taking or damaging your property.
19. riot or civil commotion happening in Northern Ireland or outside the UK.
20. directly or indirectly by terrorism or any similar event. This exception does not apply to the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance. This exception does not apply to Sections 4, 5, 7 and 12 of this insurance.

## **Earthquakes**

21. Any loss or damage caused by earthquake.

## **Aircraft**

22. Any loss or damage caused by pressure waves from aircraft or flying objects.

## **Pollution/Contamination**

23. Any loss or damage by pollution or contamination, however caused, other than cover needed by the Road Traffic Acts or any other laws which apply to motor insurance.

## **Nuclear or Radiation Hazard**

Any loss or damage caused directly or indirectly by:

24. ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
25. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.

## **Contractual Liability**

26. Any liability you have accepted by agreement or contract unless that liability would have existed without the agreement.

# General conditions

## These conditions apply to all policies in this insurance contract

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

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

### Provision of Cover

We will only provide the cover described in this insurance under the following circumstances:

- A. Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.
- B. The information you gave on the proposal form or statement of insurance and any declaration is true and complete. If you do not give us accurate information, this could lead to your claim not being paid and/or your insurance not being valid.
- C. 'Your vehicle' means any vehicle you have told us about and that we have agreed to cover. The vehicle must be your property and registered in your name or be the property of or registered to a person named on the certificate of motor insurance. If you change the vehicle covered by this insurance or get an extra vehicle which you need cover for, you must tell us in writing beforehand.

### Material Facts

- D. You must tell us as soon as possible about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed it. If you do not tell us about these changes, your insurance may not cover you fully or at all. If you are not sure whether any facts are important, please ask your insurance adviser. Here are some examples of changes you should tell us about.
  - A change of vehicle – including getting an extra vehicle. We will need full details of your new vehicle, which must include information about the country in which it was first registered if this was different to the UK.
  - A change in the way you use your vehicle.
  - A change of address.
  - A change of occupation, including any part-time work.
  - Convictions and prosecutions.
  - A change in the main driver of the vehicle.
  - Details of drivers you have not told us about before.
  - Details if you or anyone who will drive develop any medical conditions.
  - All changes you make to your vehicle, if these make your vehicle different from the manufacturer's standard specification.

Without affecting the condition relating to cancellation we shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this policy in respect of the unexpired term of this insurance to adequately reflect the alteration in the risk. We also reserve the right to withhold return premiums for deleted vehicles during the period of insurance if those vehicles have been involved in any accident or reported claim during the same period of insurance.

# General conditions (continued)

## Cancellation

### E. Cancelling during the initial period of cover – ‘Retail’ customers only.

If you have entered into this contract of insurance as a retail customer, you have a right to cancel this insurance. To do this, you must tell us or your insurance adviser within 14 days of the start date (or annual renewal date) of your policy or (if later) the day you receive the policy documents and supporting information.

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

If you choose to cancel the insurance policy during this initial period of cover, you will have to pay ‘pro-rata’ rates for the period of time you have had insurance cover. Further charges may include a fee to cover our administration costs, a proportion of any commission paid to your insurance adviser and a proportion of any fees charged by your insurance adviser, sufficient to cover their costs.

### F. This insurance may also be cancelled in the following circumstances:

- We or your insurance adviser can send you seven days’ notice to your last known address. If you return the certificate of motor insurance to us, we will refund the part of your premium which applies to the period of the insurance you have left. If we or your insurance adviser cancel this insurance because you have not paid the full premium, we will work out the refund using the rates shown below. We will not give a refund if anyone has claimed in the current insurance period. We may charge a fee to cover our administration costs.
- You can cancel this insurance after the initial period of cover set out in General condition E by sending back your certificate of motor insurance and schedule to us or your insurance adviser. If you have not made any claims or notified us of an incident that may lead to a claim in the current period of insurance, and you are not going to make a claim, we will work out a charge for the time you have been covered, or the minimum premium as shown on your schedule, whichever is the greatest, using our short-period rates shown below. We will refund any amount we owe you.

| <b>Period of time you have had the cover, up to:</b> | <b>Refund of premium</b> |
|--|--------------------------|
| One month  | 80%                      |
| Two months   | 70%                      |
| Three months   | 50%                      |
| Four to five months                                  | 40%                      |
| Six months   | 30%                      |
| Seven months   | 20%                      |
| More than seven months                               | 0%                       |

These short period rates will not apply when an individual vehicle is deleted and the policy remains in force for the remaining vehicles. A proportion of your premium will be refunded based on the time left until your policy is due to expire but a refund will not be given for Specialist Vehicles and Motorcycles, as shown in your schedule. We may charge a fee to cover our administration costs.

General conditions continued on the next page.

## General conditions (continued)

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

### Fraudulent Claims

H. If a claim is made which you or anyone acting for you knows is false, or if you give us incorrect information or fraudulent documents, we will not pay the claim, cover under this insurance will not be valid, and you will lose any premium you have paid. We may also contact the police and/or relevant authority(s) in relation to possible criminal proceedings.

### Claims Procedure

- I. After any event which could lead to a claim, tell us immediately by calling us on 0800 072 2050 (or 0044 1227 284700 if abroad). If any incident involves theft, attempted theft or vandalism you must also report this to the police as soon as the incident is discovered. We may ask you to follow up this notification in writing.
- J. If you have an accident, you must take all possible steps to protect your vehicle and its accessories and contents. If the damage to your vehicle is covered by this insurance, you must contact us so we can arrange for your vehicle to be taken to the nearest repairer and we will accept any reasonable costs as part of your claim. We will not pay for any further damage you cause if you try to drive your vehicle. If our approved repairer has accepted instructions to act, there is no need to obtain an estimate. If your own chosen repairer is used, you must obtain an estimate for the cost of the repairs and send it to us immediately. We will at our option inspect the damage to your vehicle before repairs are authorised. We will not be responsible for the cost of any new parts or accessories ordered, or repairs carried out, without our agreement. If we think the repair estimate is unreasonable, we may choose one of the following options; negotiate a lower estimate, pay you the cash equivalent of the price we consider reasonable or move your vehicle to another repairer. We have the right to move your vehicle to a safe storage place without asking you.
- K. You must send us any letters, writ, claim form or summons as soon as you receive them. Do not answer any letters, send them straight to us. You must tell us if you know about any prosecutions involving anyone covered by this insurance. If you have an accident or loss, you must not admit to anyone else that it was your fault or negotiate or refuse any claim unless you have our permission.
- L. We are entitled to take full control of any claim and we must be given whatever information and help we need. You must not do anything that will affect our interest in this insurance. We can prosecute or defend any claim in your name.
- M. If the law in any country to which this insurance applies obliges us to make a payment which we would not otherwise have paid, we reserve the right to recover the amount paid from you or the person, company, partnership or firm that incurred the liability which made the payment necessary.

## General conditions (continued)

### Hire Purchase

- N. If your vehicle is under a hire purchase or leasing agreement and it is damaged and cannot be repaired or replaced, we will pay the claim to the owner shown in that agreement.

### Basis of Settlement

- O. If your vehicle is damaged and a part or accessory cannot be repaired or replaced, we will only pay you the amount shown in the manufacturer's last UK list price. If we know that your vehicle is an imported vehicle which we have agreed to cover, and the damaged part or accessory has never been available in the UK, we will only pay the manufacturer's last list price in the country your vehicle came from. We will not pay for the cost of importing any part or accessory needed to repair your vehicle.
- P. If we choose, we may arrange for the repairer to use suitable parts and accessories that are made by a company other than the manufacturer of your vehicle.

### Dual Insurance

- Q. If there is other insurance in force which covers the same loss, damage or liability as our insurance, we will only pay any amount above that provided by the other insurance. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance. We reserve the right to claim back any costs that are recoverable from a third party.

### Reasonable Care

- R. You must take all reasonable steps to keep your vehicle in a roadworthy condition at all times and protect it from loss or damage. You must lock and secure your vehicle when you leave it, keep your keys safe and leave your personal items in the boot when it is not in use. We can examine your vehicle at any reasonable time.

### Choice of Law

- S. Unless we have agreed otherwise with you, this insurance is governed by the law applying in the particular country in the UK you live in. If there is any dispute over which law is to apply to this insurance it will be English law. We will not cover any payments that are awarded by a court in a country outside of the UK unless your cover has been extended to that country under Section 14 of this insurance.

### Assignment

- T. This insurance does not give rights to any person other than you (the insured person) unless we say differently elsewhere in this document.
- U. You cannot transfer this insurance to anyone else.

# How to make a claim

## Motor Insurance Policy Claim

### What to do if you have to make a claim

- 1 **Do not drive away.** You must stop if any person or animal has been hurt, or if any vehicle or property has been damaged.
- 2 Ask for the names and addresses of any other drivers or pedestrians. If there is another driver involved, ask for the name of his or her insurer and for their insurance policy or certificate number.
- 3 If the accident damaged another vehicle, property or animal, you must give your name, address, vehicle registration number and show your insurance certificate to anyone who needs it. If anyone other than you is injured, you must show your certificate of motor insurance to the police.
- 4 Write down the names and addresses of any witnesses.
- 5 Draw a diagram of the scene. Show as much detail as possible – include:
  - the position of all the vehicles before and after the accident;
  - the speeds and distances;
  - road names and layout;
  - where witnesses were standing;
  - any obstructions to your or other road users' view; and
  - anything that could be relevant to the accident.
- 6 **Do not admit you were at fault in any way or offer to make a payment.** If any other person does this remember to report it to us.
- 7 If you receive any writ, summons or correspondence from anyone else or their representative, send it to us immediately. You must tell us if there are going to be any police proceedings.
- 8 You need to tell us about any incident involving damage to or loss of your vehicle, please telephone us immediately on **0800 072 2050**. You should telephone this number even if your policy does not cover the damage. Calls made to or from this number and other numbers at Chaucer Insurance may be recorded for training and monitoring purposes.

### Travelling outside the UK

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

### Accidents Abroad

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

Before signing make sure that the boxes are ticked and the comments and diagram are correct.

You will be given a copy which should be sent to us as soon as possible. This document can be legally binding in certain countries and you should not sign anything you do not understand.

You must report the accident immediately to us.

In Spain you need special cover, known as a bail bond. This bail bond is usually enough to prevent your vehicle being impounded in Spain after an accident. If you need to let us know about a claim, please telephone us immediately on 0044 1227 284700.

# How to make a claim (continued)

## Windscreen/Glass Claim

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

**Freephone 0800 587 0808**

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

## Motor Breakdown Recovery Policy Claim

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

If you are unable to make a connection, please contact us on 01206 771780.

If your vehicle breaks down in **Europe** please call us on **0044 1206 771780**.

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

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

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

Please remember to guard your safety at all times but remain with or nearby your vehicle until our Recovery Operator arrives. Once our Recovery Operator arrives at the scene, please be guided by their safety advice.

If you have broken down on a motorway and have no means of contacting us or are unaware of your location, please use the nearest SOS box. Then advise the police of our telephone number and they will then contact us to arrange assistance. If the police are present at the scene, please advise them that you have contacted us or give them our telephone number to call us on your behalf.

To help us provide a quality service, your telephone calls may be recorded.

## Motor Legal Protection Policy Claim

To make a Motor Legal Protection Policy claim you should call us on **0800 072 2050** to report a claim immediately.

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

# Customer care

## About our service

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

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

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

## If you are still not satisfied

If you remain dissatisfied, you can refer the matter to the Complaints Department at Lloyd's. Their address is:

Complaints Department  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Phone: 020 7327 5693

Fax: 020 7327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

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

# Endorsements

|                    |   |
|--------------------|---|
| Endorsement Number | These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).  |
| J03                | <b>Excluding drivers under 25</b><br>We will not provide any cover if your vehicle is being driven by, or is in the charge of, anybody under 25.  |
| J06                | <b>Excluding drivers under 25 or with less than 12 months' experience</b><br>We will only provide cover when your vehicle is being driven by, or is in the charge of, any person 25 or over and who holds a full UK driving licence which has been issued for at least 12 months.   |
| J08                | <b>Garaging</b><br>We will not provide cover under Section 5 of your policy in respect of theft or attempted theft of your vehicle unless your vehicle is kept in a locked and secured building and your vehicle is:<br>a) at your private dwelling place;<br>or<br>b) at any other address specifically agreed by us;<br>and<br>if your vehicle is kept within one half-mile radius of a) or b). |
| J09                | <b>Excluding driving other cars – (Name)</b><br>Section 2 of your insurance booklet is cancelled for the person named above.  |
| J10                | <b>Excluding drivers under 25 or with less than 24 months' experience</b><br>We will only provide cover when your vehicle is being driven by, or is in the charge of, any person 25 or over and who holds a full UK driving licence which has been issued for at least 24 months.   |
| J11                | <b>Agreed Value – £(amount)</b><br>Under Sections 4 and 5 of your policy booklet, the most we will pay is amended to the following:<br>The most we will pay will be the agreed value immediately before the loss or damage (including its spare parts and accessories), as shown above providing the last declared value reflects its true current condition.                                     |
| J12                | <b>Drink and Drugs Clause – (Name)</b><br>We will not provide cover, other than any amount required by law, when an accident happens and the person named above is driving your vehicle and convicted of an offence involving drink or drugs as a result of the accident.   |
| J15                | <b>Noting interest of owner – (Name)</b><br>Your vehicle is owned by the person or organisation named above.  |

Endorsements continued on the next page.

## Endorsements (continued)

|                    |  |
|--------------------|--|
| Endorsement Number | These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).   |
| J17                | <p><b>Driver to be accompanied – (Name)</b></p> <p>We will not provide cover while your vehicle is being driven by, or is in the charge of, the person(s) named above, unless that person is accompanied at all times. The accompanying person must be 25 or over and must hold a full UK driving licence for at least three years. These restrictions do not apply if the accompanying person is a Department of Transport approved driving instructor or examiner.</p>                     |
| J18                | <p><b>Vehicle Adapted</b></p> <p>We will only provide cover if your vehicle is suitably adapted to meet the needs of a disabled person named on your schedule.</p>   |
| J19                | <p><b>Excluding use to and from work or study – (Name)</b></p> <p>We will not provide any cover while your vehicle is being used by the person named above between his or her home and his or her place of work or study. There is no cover while your vehicle is at his or her place of work or study.</p>  |
| J20                | <p><b>Excluding damage by vermin, animals and fungus</b></p> <p>We will not provide cover for loss or damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, insects, mildew or fungus.</p>   |
| J23                | <p><b>Comprehensive Cover for Trailer</b></p> <p>We will cover a trailer up to the value shown in the schedule. We will not pay (except where required to under the Road Traffic Acts) for any accident or damage caused by heating, lighting or cooking apparatus. Also we will only be liable for fixtures and fittings supplied with the trailer when it was new. When the trailer is not attached to your motorcycle, we will only provide cover if the trailer is properly secured.</p> |
| J30                | <p><b>Excluding driving other cars</b></p> <p>Section 2 of your policy booklet is cancelled.</p>   |
| J38                | <p><b>Personal business use included for named driver</b></p> <p>We will cover the person named on your schedule to use your vehicle for their occupation.</p>   |
| J39                | <p><b>Additional Excess (Name)</b></p> <p>The excess under Sections 4 and 5 applicable to the driver named above is increased to the amount shown. This is in addition to any excess under Section 15 which may apply.</p>   |
| J40                | <p><b>Additional Theft Excess (Name)</b></p> <p>The excess under Section 5 applicable to the driver named above is increased to the amount shown.</p>  |

## Endorsements (continued)

|                    |   |
|--------------------|---|
| Endorsement Number | These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).  |
| J45                | <p><b>Corporate Manslaughter and Corporate Homicide Act 2007 - Unlimited cover</b></p> <p>The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Section 13 (Legal costs) is extended to provide unlimited costs in relation to any one claim or series of claims arising from one cause.</p>   |
| J46                | <p><b>Corporate Manslaughter and Corporate Homicide Act 2007 - £10m cover</b></p> <p>The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Section 13 (Legal costs) is extended to provide costs up to £10m in relation to any one claim or series of claims arising from one cause.</p>   |
| J47                | <p><b>Corporate Manslaughter and Corporate Homicide Act 2007 - Cover removed</b></p> <p>The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Section 13 (Legal costs) is removed from your policy.</p>  |
| J55                | <p><b>Use in Eire</b></p> <p>We will provide cover when your vehicle is being used in Eire.</p>   |
| J96                | <p><b>Excluding named driver(s)</b></p> <p>We will not provide cover when your vehicle is being driven by, or is in charge of, the person named on the schedule.</p>  |
| J5C                | <p><b>Accessories Cover</b></p> <p>The cover provided under Sections 4 and 5 of your policy booklet in respect of spare parts and accessories fitted to your motorcycle is unlimited in amount but we will not pay the excess which applies to these sections. Exception q to Sections 4 and 5 of your policy booklet does not apply.</p>   |
| J6C                | <p><b>Imported and Specialist Vehicles</b></p> <p>The following applies to your vehicle:</p> <ol style="list-style-type: none"> <li>the benefits detailed under the heading 'giving you a new car' in Sections 4 and 5 of your policy booklet do not apply to this insurance.</li> <li>the benefits under Section 6 do not apply to this insurance.</li> <li>the most we will pay under Section 12 towards replacement of windscreen or vehicle glass is £500 if you ask Chaucer Glassline. If you do not ask Chaucer Glassline to replace the glass the most we will pay will be £150. We will not pay the glass excess, as shown in your schedule, for any windscreen/glass replacement claim regardless of who you asked to replace it.</li> </ol> |

Endorsements continued on the next page.

## Endorsements (continued)

|                    |  |
|--------------------|--|
| Endorsement Number | These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).   |
| JB1                | <b>Standard Breakdown Cover</b><br>Section 20 applies to your policy.  |
| JB2                | <b>Home Assist Breakdown Cover</b><br>Sections 20 and 21 apply to your policy.   |
| JB3                | <b>European Assist Breakdown Cover</b><br>Sections 20, 21 and 22 apply to your policy.   |
| JD3                | <b>Excluding drivers under 30</b><br>We will not provide cover when your vehicle is being driven by, or is in the charge of, any person under 30.  |
| JD4                | <b>Excluding drivers under 30 or with less than 12 months' experience</b><br>We will only provide cover when your vehicle is being driven by, or is in the charge of, any person 30 or over and who holds a full UK driving licence which has been issued for at least 12 months..   |
| JD5                | <b>Excluding drivers under 30 or with less than 24 months' experience</b><br>We will only provide cover when your vehicle is being driven by, or is in the charge of, any person 30 or over and who holds a full UK driving licence which has been issued for at least 24 months.  |
| JFC                | <b>Fuel cut-off switch or battery isolator</b><br>It is a condition of your policy that a fuel cut-off switch or battery isolator is fitted to the insured vehicle and has been activated when the vehicle is left unattended. Failure to comply with this condition may result in any loss incurred under Section 5 of your policy booklet not being covered. |
| JJ1                | <b>Excluding drivers under 25 other than – (Name)</b><br>We will not provide any cover if your vehicle is being driven by, or is in the charge of, anybody under 25 other than the person(s) named above.  |
| JJ2                | <b>Excluding drivers under 25 or with less than 12 months' experience other than – (Name)</b><br>We will only provide cover when your vehicle is being driven by, or is in the charge of, any person 25 or over and who holds a full UK driving licence which has been issued for at least 12 months, other than the person(s) named above.                    |
| JJ3                | <b>Excluding drivers under 25 or with less than 24 months' experience other than – (Name)</b><br>We will only provide cover when your vehicle is being driven by, or is in the charge of, any person 25 or over and who holds a full UK driving licence which has been issued for at least 24 months, other than the person(s) named above.                    |

## Endorsements (continued)

|                    |  |
|--------------------|--|
| Endorsement Number | These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).   |
| JJ4                | <p><b>Excluding drivers under 30 other than – (Name)</b></p> <p>We will not provide cover when your vehicle is being driven by, or is in the charge of, any person under 30 other than the person(s) named above.</p>  |
| JJ5                | <p><b>Excluding drivers under 30 or with less than 12 months' experience other than – (Name)</b></p> <p>We will only provide cover when your vehicle is being driven by, or is in the charge of, any person 30 or over and who holds a full UK driving licence which has been issued for at least 12 months, other than the person(s) named above.</p>   |
| JJ6                | <p><b>Excluding drivers under 30 or with less than 24 months' experience other than – (Name)</b></p> <p>We will only provide cover when your vehicle is being driven by, or is in the charge of, any person 30 or over and who holds a full UK driving licence which has been issued for at least 24 months, other than the person(s) named above.</p>   |
| JM1                | <p><b>Alarm/Immobilisation</b></p> <p>It is a condition of your policy that, from inception, your vehicle is fitted with an approved alarm and immobilisation device or an approved immobilisation device (please contact your intermediary for details of approved devices).</p> <p>We will not provide cover under Section 5 of your policy in respect of theft or attempted theft of your vehicle shown above unless:</p> <ul style="list-style-type: none"> <li>a) it has been fitted with an approved alarm and immobilisation device or an approved immobilisation device. If the above were not fitted by the vehicle manufacturer then a copy of the installation certificate has to be sent intact to us when you submit your claim;</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>b) the device was activated and working efficiently at the time of loss;</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>c) all keys used to activate/deactivate the alarm and immobilisation device or immobilisation device fitted to your vehicle have to be sent intact to us when you submit your claim.</li> </ul> |

Endorsements continued on the next page.

## Endorsements (continued)

|                           |  |
|---------------------------|--|
| <p>Endorsement Number</p> | <p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>  |
| <p>JM2</p>                | <p><b>Tracking/Satellite</b></p> <p>It is a condition of your policy that, from inception of your policy, your vehicle is fitted with an approved Tracking/Satellite device (please contact your intermediary for details of approved devices).</p> <p>We will not provide cover under Section 5 of your policy in respect of theft or attempted theft of your vehicle shown above unless:</p> <ul style="list-style-type: none"> <li>a) it has been fitted with an approved tracking/satellite device. If this was not fitted by the vehicle manufacturer then a copy of the installation certificate has to be sent intact to us when you submit your claim;</li> <li>and</li> <li>b) the device was activated and working efficiently at the time of loss;</li> <li>and</li> <li>c) all subscriptions are paid up to date;</li> <li>and</li> <li>d) the tracking/satellite company is notified by you or the last authorised person in control of your vehicle, within 4 hours of the discovery of the loss.</li> </ul> |
| <p>JM3</p>                | <p><b>Overnight Garaging</b></p> <p>We will not provide cover under Section 5 of your policy in respect of theft or attempted theft of your vehicle unless:</p> <p>Between the hours of 10pm to 7am your vehicle is kept in a locked and secured building and your vehicle is</p> <ul style="list-style-type: none"> <li>a) at your private dwelling place;</li> <li>or</li> <li>b) at any other address specifically agreed by us;</li> <li>and</li> </ul> <p>if your vehicle is kept within one half-mile radius of a) or b).</p>  |
| <p>JM5</p>                | <p><b>Mileage Limitation – (Mileage)</b></p> <p>We will not provide cover if your vehicle is driven in excess of the number of miles shown above in any one period of insurance.</p>   |

## Endorsements (continued)

|                    |   |
|--------------------|---|
| Endorsement Number | These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).  |
| JM8                | <p><b>Track Day Cover</b></p> <p>Your policy is extended to provide cover under Section 4 of your policy, whilst your vehicle is being used on a race circuit and/or any land prepared for such usage. There is no cover under Sections 1-3, 5, 7-14, 16-23 whilst this extension is operative.</p> <p>Cover under Section 4 is subject to the following criteria being met:</p> <p>a) The event must be organised by a member of the Association of Track Day Organisers (ATDO) or the Association of Racing Drivers' Schools (ARDS) or the Federation of Auto-Moto Event Organisers (FAEO)</p> <p>and</p> <p>b) The event is non-competitive.</p>   |
| JT1                | <p><b>Driving Tuition</b></p> <p>a. Applies to all sections of your policy</p> <p>Your policy is extended to provide cover when your vehicle is being used for driving tuition or driving test purposes. When your vehicle is being used for these purposes, the driver under instruction or examination must be accompanied by a Driving Standards Agency (DSA) Approved Driving Instructor (ADI), Prospective Driving Instructor (PDI) or Test Examiner.</p> <p>It is a General Condition that your vehicle must be fitted with active Dual Controls at all times, otherwise your policy cover is inoperative.</p> <p>Your policy is extended to cover your vehicle when it is driven by or is for the purpose of being driven by an unlicensed driver aged fifteen or over, provided that they are accompanied by a DSA Approved Driving Instructor or Trainee Driving Instructor at all times, and the vehicle is only used where a driving licence is not required by law.</p> <p>Your policy is extended to provide cover for you and/or your employees permitted to drive by the current Certificate of Insurance against your/their legal liability to pupils driving under instruction when you or that employee are using your vehicle as an instructor whilst a passenger, for the purpose of Driving Instruction.</p> <p>Use of your vehicle for social, domestic and pleasure purposes is excluded for drivers aged under twenty five.</p> <p>b. Applies only to Section 15 of your policy</p> <p>Whilst your vehicle is being driven, or is for the purpose of being driven, in the charge of a pupil under instruction or examination accompanied by a registered Driving Instructor or Driving Test Examiner, Section 15 of your policy does not apply.</p> |

Endorsements continued on the next page.

## Endorsements (continued)

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| <p>Endorsement Number</p> | <p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>   |
| <p>JT2</p>                | <p><b>Driving Tuition (Name)</b></p> <p>a. Applies to all sections of your policy</p> <p>Your policy is extended to provide cover when your vehicle is being used for driving tuition or driving test purposes. When your vehicle is being used for these purposes, the driver under instruction or examination must be accompanied by a Driving Standards Agency (DSA) Approved Driving Instructor (ADI), Prospective Driving Instructor (PDI) or Test Examiner.</p> <p>It is a General Condition that your vehicle must be fitted with active Dual Controls at all times, otherwise your policy cover is inoperative.</p> <p>Your policy is extended to cover your vehicle when it is driven by or is for the purpose of being driven by an unlicensed driver aged fifteen or over, provided that they are accompanied by a DSA Approved Driving Instructor or Trainee Driving Instructor at all times, and the vehicle is only used where a driving licence is not required by law.</p> <p>Your policy is extended to provide cover for you and/or your employees permitted to drive by the current Certificate of Insurance against your/their legal liability to pupils driving under instruction when you or that employee are using your vehicle as an instructor whilst a passenger, for the purpose of Driving Instruction.</p> <p>Use of your vehicle for social, domestic and pleasure purposes is excluded for drivers aged under twenty five other than the person(s) named above.</p> <p>b. Applies only to Section 15 of your policy</p> <p>Whilst your vehicle is being driven, or is for the purpose of being driven, in the charge of a pupil under instruction or examination accompanied by a registered Driving Instructor or Driving Test Examiner, Section 15 of your policy does not apply.</p> |
| <p>JV6</p>                | <p><b>Warranted mechanical immobiliser fitted</b></p> <p>Your motorcycle must be fitted with an approved mechanical immobiliser and it must be operational when you leave the motorcycle. If you do not do this we may not deal with any theft or attempted theft claim under section 5 of your policy booklet.</p>   |
| <p>JMU</p>                | <p><b>Motorhomes</b></p> <p>We will not provide cover:</p> <p>a) under section 5 for fire arising from the use of, or directly caused by heating, lighting, or cooking apparatus unless a serviceable fire extinguisher is being carried in your vehicle.</p> <p>b) under Section 9 arising out of the use of, or directly caused by, heating, lighting, or cooking apparatus in your vehicle.</p>  |

# Endorsements (continued)

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|---------------------------|---|
| <p>Endorsement Number</p> | <p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>   |
| <p>JPL</p>                | <p><b>Chaucer Platinum Cover Extended Benefits</b></p> <p>The following benefits are subject to the General Exceptions and General Conditions, as well as the exclusions under ‘what we do not cover’ that apply to each section:</p> <p>Sections 4 and 5 of your insurance are extended to include:</p> <ul style="list-style-type: none"> <li>• up to £1,000 of cover for damage to a luggage trailer whether or not it is attached to your vehicle at the time of the accident or loss.</li> <li>• the deletion of the lowest damage excess if your claim involves two or more vehicles listed on your current schedule arising from the same incident.</li> <li>• the deletion of your damage excess if the third party involved in a claim is uninsured.</li> <li>• the deletion of your excess if your claim occurs whilst your vehicle was in the custody of a member of the motor trade for maintenance or repair, or being driven by a valet as part of a valet parking service at the time of the incident.</li> <li>• the deletion of the fire and theft excess if your vehicle is deemed a total loss as a direct result of fire, theft or attempted theft.</li> </ul> <p>The following replaces the wording with the heading “Giving you a new car” under Sections 4 and 5 of your insurance.</p> <p>Giving you a new vehicle</p> <p>If your vehicle is less than one year old (commercial vehicles must be less than six months old) and you have been the first and only owner, having bought and registered the vehicle in the UK, we will replace it with one of the same make, model and specification if it has:</p> <ul style="list-style-type: none"> <li>• been totally destroyed; or</li> <li>• suffered damage covered by the policy and the cost of repairing it will be more than 60% of the last UK list price (including car tax and VAT).</li> </ul> <p>We can only do this if a replacement vehicle is immediately available in the UK and anyone else who has an interest in your vehicle (for example a hire-purchase company) agrees.</p> <p>If a suitable replacement vehicle is not immediately available in the UK, the most we will pay is the market value of your vehicle before the accident or loss (including its spare parts or accessories). We can only do this if anyone else with an interest in your vehicle agrees.</p> <p>Once we have made this payment or provided a replacement, we will be entitled to take ownership of your damaged vehicle.</p> <p style="text-align: right;"><b>Chaucer Platinum Cover Extended Benefits continued on the next page</b></p> |

Endorsements continued on the next page.

## Endorsements (continued)

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| <p>Endorsement Number</p> | <p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>  |
|                           | <p><b>Chaucer Platinum Cover Extended Benefits (continued)</b></p> <p>Section 6 of your insurance is extended to include:</p> <ul style="list-style-type: none"> <li>A hire car of similar specification to your damaged vehicle, will be provided for the duration of the repair or until we settle the claim up to a maximum of £4,000 per incident, if the courtesy car we provide to you does not meet your requirements.</li> </ul> <p>Section 8 of your insurance is extended to provide unlimited cover for replacement of your vehicle keys or key fob, door locks or boot lock (or both), or the ignition and steering lock. No excess will apply to a claim under this section.</p> <p>Section 10 of your insurance is extended to include up to £1,000 for personal belongings in your vehicle if they are stolen or damaged. No excess will apply. This section does not apply to property on or in a motorcycle.</p> <p>Section 11 of your insurance is extended to include:</p> <ul style="list-style-type: none"> <li>hospital expenses up to £100 per day for up to 30 days for you and your spouse or civil partner.</li> </ul> |
| <p>N41</p>                | <p><b>Damage, fire and theft cover to trailer – value (£****)</b></p> <p>We will extend cover under Sections 4 (Damage to your vehicle), 5 (Loss or damage to your vehicle by fire or theft) and 14 (Foreign Travel) of the policy for a specified trailer up to the value shown above. We will not pay for any accident or damage caused by heating, lighting or cooking apparatus. When the trailer is not attached to your vehicle, we will only provide cover if the trailer is properly secured. The excess that applies to the trailer will be the same as that which applies to the vehicle to which it is, (or, in the case of a detached trailer, was) last attached.</p>   |
| <p>N49</p>                | <p><b>Comprehensive Cover on Events (FAM) (UK)</b></p> <p>Although your certificate excludes use for any competition, trial, track-day, performance test, race or trial of speed, this insurance is extended and cover applies under Sections 1 (Liability to others), 4 (Damage to your vehicle) and 5 (Loss or damage to your vehicle by fire or theft) only of your policy booklet in relation to road sections/tests/selectifs and trials of UK National A permit events including those events with a lesser status. This endorsement does not provide cover under any section of the policy booklet for any Special Stages.</p>  |
| <p>N58</p>                | <p><b>Comprehensive Cover on Events (FAM) (Europe)</b></p> <p>Although your certificate excludes use for any competition, trial, track-day, performance test, race or trial of speed, this insurance is extended and cover applies under Sections 1 (Liability to others), 4 (Damage to your vehicle) and 5 (Loss or damage to your vehicle by fire or theft) only of your policy booklet in relation to road sections/tests/selectifs and trials of European International permit events including those events with a lesser status. This endorsement does not provide cover under any section of the policy booklet for any Special Stages.</p>   |







## Chaucer Insurance

Prospect House  
Chaucer Business Park  
Thanet Way  
Whitstable  
Kent CT5 3FD

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