

The policy
document for
your car
insurance
premier cover

Your policy details

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Motor policy wording

M&S Car Insurance

24 hour claims helpline: 0344 412 2160

Please keep this document safe

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A Definitions

Certain words appearing in **your** Motor Policy Wording, **Schedule of Insurance** or **Certificate of Motor Insurance** have been defined and they will have the same meaning wherever they are shown in **bold**.

Word or expression	Definition
Accessories	Additional or supplementary parts of the car not directly related to its function as a vehicle, whilst in or on the car or held in a locked private garage. Accessories do not include trailers, personal belongings, mobile telephones, audio, navigation or entertainment equipment.
Certificate of Motor Insurance Word or expression	The document headed Certificate of Motor Insurance which provides evidence of the existence of motor insurance as required by the Road Traffic Acts. Definition
Computer system	Any computer, hardware, software, application, process, code, programme, information technology, communication system or electronic device operated by the car .
Cyber attack	Any unauthorised, malicious, or criminal act or series of related unauthorised, malicious, or criminal acts regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of, or operation of any computer system and data targeting the car .
Data	Information, facts, concepts, or code used, accessed, processed, transmitted, or stored by a computer system.
Excess(es)	The excess is the amount you must pay towards any claim, this can include both compulsory and voluntary excesses in which case the insurer will add them together.

Word or expression	Definition
Inexperienced driver	Drivers aged 25 or older who hold a provisional licence or who have held a full driving licence issued within the territorial limits , the European Union or European Economic Area for less than 12 months.
Insurer(s)	The Insurance Company or Lloyd's syndicate which covers you and whose name is specified in the Statement of Insurance , Schedule of Insurance and the Certificate of Motor Insurance on whose behalf this document is issued.
Market value	The cost of replacing the car with another of the same make, specification, model, age, mileage and condition as the car immediately before the loss or damage happened.
Over-the-air updates (OTA)	Any method of making data transfers to or from the car wirelessly instead of using a cable or other local connection.
Partner	Your husband, wife, civil partner or a person living with you at the same address on a permanent basis sharing financial responsibilities, as if you were married to them. This does not include business partners, unless you also have a relationship with them as described in the first sentence.
Period of insurance	The length of time for which the insurer will insure you . This is shown in the Schedule of Insurance .
Policy	The documents consisting of this wording, the Statement of Insurance , the Schedule of Insurance , the Certificate of Motor Insurance identified by the same policy number.
Regular driver	The person named as such in your Schedule of Insurance who you told us is the person who drives the car the most often.
Risk address	The address where the car is normally kept overnight.
Road Traffic Acts	Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle. In the United Kingdom this is the Road Traffic Act 1988 and any subsequent amendments thereto or successors thereof.
Schedule of Insurance	The latest Schedule of Insurance the insurer has issued to you . This forms part of the contract of insurance. It gives details of the period of insurance , the sections of the policy which apply, the premium, the car which is insured and details of any excesses .
Statement of Insurance	The form that shows the information that you gave us , including information given on your behalf and verbal information you gave prior to commencement of the policy .
Territorial limits	Great Britain, Northern Ireland, the Isle of Man, The Channel Islands including transit by sea, air or land within and between these places.
Terrorism	Any act that the government of the United Kingdom considers to be an act of terrorism. The use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation or government. This could be for political, religious, ideological or similar reasons. This includes trying to influence any government or intimidate the public.
The car(s)	The vehicle specified in the Certificate of Motor Insurance by registration number.
Third party	Any person who makes a claim against anyone insured under this policy .
Unattended	When you or any passenger is not inside the car .
We/Us/Our	BISL Limited.
You/Your/Policyholder	The person named as the policyholder on your Schedule of Insurance .
Young driver	A person under 25 at the time of an event which you or they may be entitled to claim for.

B Policy cover

Your **Schedule of Insurance** shows the level of cover **you** have chosen. The cover and **policy** sections applicable are shown below.

Section name	Cover applicable		
	Comprehensive	Third party fire and theft	Third party only
Section 1 – Liability to others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Section 2 – Damage to the car	<input type="checkbox"/>		
Section 3 – Fire and theft	<input type="checkbox"/>	<input type="checkbox"/>	
Section 4 – Glass damage	<input type="checkbox"/>		
Section 5 – Personal belongings	<input type="checkbox"/>		
Section 6 – Medical expenses	<input type="checkbox"/>		
Section 7 – Personal accident benefits	<input type="checkbox"/>		
Section 8 – Replacement locks	<input type="checkbox"/>		
Section 9 – Child car seat cover	<input type="checkbox"/>		
Section 10 – Uninsured driver promise	<input type="checkbox"/>		
Section 11 – Emergency transport and accommodation	<input type="checkbox"/>		
Section 12 – Driving abroad	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Section 13 – No claims discount	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Section 14 – No claims discount protection	If applicable	If applicable	If applicable
Section 15 – Cancellation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Section 16 – General policy exclusions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Section 17 – General policy conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C Important customer information

You must tell **us** straight away if anything changes to the information **you** provided as per the **statement of insurance**. The changes include the following and if **you** do not tell **us** about these changes, this may result in increased premiums, refusal of a claim or **your policy** being cancelled. This list is not exhaustive and if **you** are unsure about whether to tell **us** about something please call **us** on **0344 412 2157** to check:

- **You** sell **the car**, change **the car** or its registration number, or **you** get another car.
- **You** change **your** address or change the **risk address**.
- **The car** is modified or changed in any way from the manufacturer's original specification (including but not limited to: optional fit extras, alloy wheels, suspension, bodywork, engine, audio, video and satellite navigation equipment).
- **You** want to add or remove a driver.
- There is a change in the **regular driver of the car**.
- There is a change in the purpose **the car** is used for.
- There is a change in estimated annual mileage.
- Anyone who drives **the car** passes their driving test or has their driving licence revoked.
- Anyone who drives **the car** gets a motoring conviction or has a prosecution pending (including fixed penalty offences).

- Anyone who drives **the car** changes occupation, starts a new job (including any part-time work) or stops work.
- Anyone who drives **the car** develops a health condition, which requires notification to the DVLA, or an existing condition worsens. You can find additional information in the driving and transport section of www.gov.uk or pick up leaflet D100 from the Post Office.
- **The car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
- Anyone who drives **the car** is involved in any accident or has a vehicle damaged or stolen.
- Anyone who drives **the car** had insurance refused, cancelled or had special conditions applied.
- **You** plan to take the vehicle abroad.

Please note that any amendments to **your policy** may result in a change to **your premium** and **policy terms**, including **your excess**.

D Making a claim

We must be notified as soon as possible of any accident or loss involving **the car** or any other incidents which may lead to a claim by **you** or by a **third party**.

What to do if you have an accident

In the unfortunate event that **you** are involved in an accident, please take the following simple steps;

- Don't leave the accident scene.
- Call the police if anyone is injured.
- Obtain the details of all witnesses.
- Note the details of the **third party**, including name, address, vehicle registration number, the name of their insurance company and their policy number.
- Take pictures of the accident scene with your mobile phone.
- Sketch a rough diagram of the accident scene.
- Do not admit liability, seek settlement or offer to negotiate.
- Report the accident to **us** as soon as possible on **0344 412 2160**.

What to do if your car is subject to a theft, attempted theft or malicious damage

- Call the police and obtain a crime reference number.
- Report the incident to **us** as soon as possible on **0344 412 2160**.

What to do if your car windscreen or window glass is broken or damaged

- If **you** have comprehensive cover and **your claim** is for **the car** windscreen, side or rear windows, or the sunroof, please contact **our claims department** on **0330 018 3236**. Claims under this section will not affect **your no claims discount**. If the glass has to be replaced the glass **excess** shown on **your Schedule of Insurance** will be payable.
- If **you** do not have comprehensive cover, **you** can still call the claims department but **you** will have to pay

the cost of the replacement or repair.

How to notify us of a claim

To report a claim or for claims enquiries call **our claims line** on **0344 412 2160**. **We** will ask **you** a number of questions over the phone so please make sure **you** have the following information when **you** call:

- Date, time and description of the incident.
- Details of any **third party** involved including name, address, vehicle registration, the name of their insurance company and their policy number.
- Name and address of any witnesses.
- If the police were in attendance, the incident reference number.

We will usually be able to take all the information to allow the **insurer** to handle **your claim** efficiently within one phone call. However **we** or **your insurer** may need to contact **you** again to check certain aspects of **your claim** or in certain circumstances require that **you** complete a claim form.

E Contract of insurance

This document gives details of **your cover** and it should be read along with **your Statement of Insurance, Schedule of Insurance** and **Certificate of Motor Insurance**.

Please take time to read through these documents which contain important information about the details **you** have given. **You** should also show **your policy** to anyone else who is covered under it.

For this contract to be valid, it's important that **you** check the information **you** have provided and notify **us** immediately of any changes to these details. Failure to disclose correct and complete information to the best of **your knowledge** may result in increased premiums, refusal of a claim or **your policy** being cancelled. **You** are required to update **us** with any changes to **your information**.

In return for **your premium**, the **insurer** will provide the cover shown in **your policy** for accident, injury, loss or damage that happens within the **territorial limits** during the **period of insurance**.

The parties to this contract are **you** and the **insurer**. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third parties) Act 1999 and no variation of this contract, nor any supplemental or ancillary agreement, shall create any such rights unless expressly stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.

Financial Services Compensation Scheme

If the **insurer** cannot meet its liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). Claims for compulsory insurance, such as third party motor insurance, are covered in full.

Any claims made to the FSCS for non-compulsory (optional) insurance, such as damage to the insured car,

and for any unused premium, are covered up to 90% of the value of the claim submitted. You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 020 7741 4100.

The law applicable to this policy

English Law will apply to this contract of insurance unless agreed otherwise.

We will provide the terms and conditions of this **policy** for the **period of insurance**, and any subsequent communication between **us**, whether verbal or written in the English language.

1 Liability to others

What is covered under this section

The **insurer** will pay amounts including claimant's costs that **you** are legally liable to pay for:

- the death of or bodily injury to any person caused by an incident involving **the car**; and
- damage to someone else's property caused by an incident involving **the car** up to a maximum of £20,000,000 (including all legal and other expenses) for any one claim or number of claims arising from one cause.

Driving other cars extension

The cover under this section of the **policy** is extended to the specific driver noted in the **Certificate of Motor Insurance** as having the benefit of this extension when driving other cars not owned by, or registered to, or hired, rented or leased to the specific driver, their business partner or their employer, or is being kept or used in connection with their employer's business.

This extended cover only applies if:

- this extension is shown on **your Certificate of Motor Insurance**; and
- there is no other insurance in force that covers the same claim; and
- there is a current and valid **Certificate of Motor Insurance** held for the other car in accordance with **Road Traffic Acts**; and
- the other car has not been seized by, or on behalf of, any government or public authority; and
- the driver has the owners permission to drive the other car; and
- the other car is registered within the **territorial limits**; and
- the other car is not being used outside the **territorial limits**; and
- **you** still have **the car** and it has not been stolen and not recovered; or damaged beyond cost effective repair.

Cyber Liability Cover

Following a **cyber attack** the **insurer** will pay any amounts **you** may legally have to pay, under the Road Traffic Act subject to the limits stated under Section

1 for causing death or bodily injury to other people or property damage, due to:

1. The use of, or failure of, any application, software or programme in connection with **the car** (including any driver assistance, safety or security systems);
2. Any computer virus, ransomware, code or software affecting any electronic systems fitted to **the car** by the original vehicle manufacturer;
3. Any threat, deception or hoax relating to 1 and/or 2 above; subject to the terms, conditions, limitations and exclusions of this policy.

Legal costs

In the event of an accident covered by this section and subject to the **insurer's** prior agreement, the **insurer** will pay for the following at **your** request:

- Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in any country within the **territorial limits**).
- Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving.
- Any other costs and expenses for which the **insurer** has given prior agreement.

If anyone who is covered by this section dies while they are involved in legal action, **the insurer** will give the same cover as they had to their legal personal representatives.

Emergency treatment

The **insurer** will pay for the cost of any emergency treatment or hospital treatment which **you** incur under the UK **Road Traffic Acts** for injuries arising out of any accident involving any car which this **policy** covers. If this is the only payment made, it will not affect **your** no claim discount.

Towing

The cover under this section of the policy is extended to **you** while any vehicle covered by this **policy** is towing a trailer, trailer-caravan or broken down car. The cover will apply as long as:

- the towing is allowed by law; and
- the trailer, trailer-caravan or broken down car is attached properly by towing equipment made for this purpose; and
- the trailer, trailer-caravan or broken down car is not being towed for hire or reward.

Cover for other users of your car

The **insurer** will provide the same cover, other than the Driving other cars extension for liability to **third parties** to:

- Anyone travelling in, or getting into or out of **the car**.
- Any person using **the car**, with **your** permission, to tow any single trailer, trailer-caravan or broken down car while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.
- Anyone driving **the car** with **your** permission, as long as **your Certificate of Motor Insurance** shows that

they are allowed to drive **the car**. The person driving must not be excluded by any endorsement, exception or condition.

- Anyone using (but not driving) **the car** with **your** permission for social domestic and pleasure purposes.
- The employer or business partner of **you** or **your partner** (if covered under this **policy**) should they become legally liable as a result of the use of **the car** by **you** or **your partner** in the course of their business or employment, providing that such use is covered by the **Certificate of Motor Insurance**. This does not apply if:
 - **The car** belongs to or is hired by such employer or business partner.
 - The insured is a corporate body or firm.

What is not covered under section 1

The **insurer** will not pay for;

- Any amount the **insurer** has not agreed to in writing.
- Any loss of or damage to property which belongs to, or is in the charge of, any person who is claiming cover under this **policy**.
- Any loss of or damage to any vehicle, trailer, trailer-caravan or disabled vehicle covered by this **policy**.
- Any liability for death or injury to any employee in the course of their employment by anyone insured by this **policy** if the employer is covered by an employers liability **policy** except as required by any compulsory **Road Traffic Acts**.
- Death or injury to any person being carried in or on or getting in or out of the trailer or trailer-caravan **you** tow.
- Any liability incurred while the trailer, trailer-caravan or broken down car **you** tow is not attached.
- Any loss of or damage to property being carried in or on the trailer, trailer-caravan or broken down car **you** tow.
- Any claim for pollution or contamination, unless it is caused by a sudden identifiable event which was unintended and unexpected and happened at one specific time and place.
- Cover will not apply to any person claiming under this section who can claim under another policy.
- Any amount over £1.2 million, for any one pollution or contamination event.

2 Damage to the car

What is covered under this section

This section provides **you** with cover for loss or damage to **the car** and its **accessories** caused by accidental or malicious damage, or vandalism.

The **insurer** will decide either to;

- repair the damage themselves; or
- pay to have the damage repaired; or
- pay to replace what is lost or damaged if this is more cost effective than repairing it; or
- pay **you** an amount equal to the loss or damage.

If to the **insurer's** knowledge **the car** is the subject of a hire purchase or leasing agreement, the **insurer** may, in the event of **the car's** total loss or destruction, pay the hire purchase or leasing company directly for the loss or damage to the vehicle.

If the **insurer's** estimate of the **market value** is more than the amount owed any balance will be paid to **you**. If the **insurer's** estimate of the **market value** is less than the amount owed you may have to pay the outstanding balance.

By purchasing this **policy** **you** agree that the **insurer** can handle **your** claim in this way.

The **insurer** will also arrange and pay reasonable costs for the protection, removal and storage of **the car** and delivery after repair to **your risk address**.

The **insurer** may use warranted replacement parts or recycled parts which are not supplied by the manufacturer of **the car** but will be of a similar standard. If suitable replacement parts are not available the **insurer** will pay the manufacturer's last list price.

The **insurer** will not pay more than the **market value** of **the car** at the time of the loss unless the new car benefit applies.

New car benefit

The **insurer** will replace **the car** with one of the same make, model and specification if;

- the loss or damage happens within twelve months from the date **the car** was first registered; and
- **you**, or **your partner**, are the first and only registered keeper of **the car** (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- **you**, or **your partner**, have owned **the car** (or it has been hired to **you**, or **your partner**, under a hire purchase or leasing agreement) since it was first registered as new (or **you** are the second owner if the first owner is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- the cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the United Kingdom list price); and
- **the car** was supplied as new from within the **territorial limits**.

In these circumstances, if **you** ask the **insurer** to, they will replace **the car** (and pay reasonable delivery charges) with a new car of the same make, model and specification.

The **insurer** can only do this if a replacement car is available in the **territorial limits** and anyone else who has an interest in **the car** agrees.

If a replacement car of the same make, model and specification is not available, the **insurer** will, where possible, provide a similar car of identical list price.

If this is not acceptable to **you**, the **insurer** will not pay more than the **market value** of **the car** at the time of

the loss.

Car audio, navigation and entertainment equipment

The **insurer** will also cover the cost of replacing or repairing **the car's** audio, navigation and entertainment equipment up to the following amounts:

- unlimited for equipment fitted as original equipment by the manufacturer; or
- £500 for any other equipment not fitted by the manufacturer, provided it is permanently fitted to **the car**.

Recommended repairer

If the damage to **the car** is covered under **your policy** and it is repaired by a recommended repairer, **you** do not need to obtain any estimates and repairs can begin immediately after the **insurer** has authorised them. The **insurer** will arrange for one of their repairers to contact **you** to arrange to collect **the car**. Repairs made by the **insurer's** recommended repairers are guaranteed for three years.

At **your** request, **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must send the **insurer** at least two detailed repair estimates as soon as reasonably possible. The **insurer** will only be liable for the repair costs at a non-recommended repairer if the **insurer** has agreed that the costs are reasonable and the **insurer** has issued an authorisation to the repairer. The **insurer** may need to inspect **the car**.

The **insurer** reserves the right to ask **you** to obtain alternative estimates and the **insurer** may not pay **you** more than their recommended repairer would have charged them for the repair of **the car**.

Courtesy cars

This **policy** also covers loss or damage to any courtesy car the **insurer's** recommended repairer provides to **you** while any damage to **the car** is being repaired. The provision of a courtesy car is subject to availability and the recommended repairers terms and conditions. In addition, the terms, conditions and **excesses** of **your policy** remain in force for the courtesy car.

If the provision of a courtesy car is available, the **insurer's** recommended repairer will not be obliged to arrange a replacement vehicle any larger than a small hatchback, typically with a 1 liter engine capacity. If **you** wish to upgrade to any other vehicle, the cost of the upgrade will be **your** responsibility.

What is not covered under section 2

- Loss of or damage to **the car** caused by fire, theft or attempted theft.
- The total **excess** shown in **your Schedule of Insurance**. **You** must pay these amounts for every incident that **you** claim for under this section.
- The additional **excesses** shown in the **Schedule of Insurance**, if **the car** is damaged while it is being driven by a **young driver** or **inexperienced driver**.

- Loss of keys, keyless entry system devices, tapes, compact and mini discs, DVDs and other portable media storage devices.
- Loss or damage caused to **the car**, if at the time of the incident, it was under the custody or control of anyone with **your** permission who is not covered under this **policy**.
- Loss or damage to **the car** and/or its contents as a result of someone taking it by fraud or trickery while pretending to be a buyer.
- Loss or damage to **the car** caused by malicious damage unless this has been reported to the police and a crime reference number obtained.
- The **insurer** will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless expressly stated in this **policy**.
- Loss or damage deliberately caused by any person entitled to be covered under this **policy** or any person acting on their behalf.
- Loss or damage resulting from incorrectly maintaining or fuelling **the car** or from the use of substandard fuel, lubricants or parts.
- Loss of or damage to **the car** caused by a person known to **you** taking **the car** without **your** permission, unless that person is reported to the police for taking **the car** without **your** permission.
- Costs resulting from loss of use of **the car**.
- Any reduction in the **market value** of **the car** following repair.
- Any part of the cost of repair or replacement which improves **the car** or its **accessories** beyond its condition immediately before the loss or damage occurred.
- Loss or damage to any trailer, caravan or disabled motor vehicle, or their contents, being towed by **the car**.
- Loss or damage from taking **the car** and returning it to the legal owner.
- Loss or damage to in car audio, television, DVD, phone, games console, or electronic navigation, unless these items are permanently fitted to **the car**.
- Loss or damage caused by wear and tear or depreciation.
- Loss or damage caused by any mechanical, electrical, electronic computer or computer software failures, breakdowns, faults or breakages.
- Loss or damage arising directly or indirectly from water freezing in the cooling system of **the car**.
- Damage caused by the process of cleaning, modification, repairing or restoring or by any gradually operating cause.
- Damage to tyres caused by braking, punctures, cuts or bursts not as a direct result of an accident.
- Any storage charges unless **you** tell the **insurer** about them and unless the **insurer** agrees in writing to pay for them.
- Any increase in damage as a result of **the car** being

moved under its own power following an incident.

- Costs of importing parts or **accessories** or storage costs caused by delays, where the parts or **accessories** are not available from current stock within the **territorial limits**.
- Any amount over the cost shown in the manufacturer's latest price guide for any lost or damaged parts or **accessories** if such parts or **accessories** are not available.
- Loss or damage resulting from confiscation, nationalisation, requisition or destruction by or under the order of any government or public or legal authority.

3 Fire and theft

What is covered under this section

This section provides **you** with cover for loss or damage to **the car** and its **accessories** caused by fire, theft or attempted theft.

The **insurer** will decide either to;

- pay to have the damage repaired; or
- pay to replace what is lost or damaged if this is more cost effective than repairing it; or
- pay **you** an amount equal to the loss or damage.

If to the **insurer's** knowledge **the car** is the subject of a hire purchase or leasing agreement, the **insurer** may, in the event of **the car's** total loss or destruction, pay the hire purchase or leasing company in the first instance.

If the **insurer's** estimate of the **market value** is more than the amount owed any balance will be paid to **you**. If the **insurer's** estimate of the **market value** is less than the amount owed **you** may have to pay the outstanding balance.

By purchasing this **policy** **you** agree that the **insurer** can handle **your** claim in this way.

The **insurer** will also arrange and pay reasonable costs for the protection, removal and storage of **the car** and delivery after repair to **your risk address**.

The **insurer** may use warranted replacement parts or recycled parts which are not supplied by the manufacturer of **the car** but will be of a similar standard. If suitable replacement parts are not available the **insurer** will pay the manufacturer's last list price.

The **insurer** will not pay more than the **market value** of **the car** at the time of the loss unless the new car benefit applies.

New car benefit

The **insurer** will replace **the car** with one of the same make, model and specification if;

- the loss or damage happens within twelve months from the date **the car** was first registered; and
- **you**, or **your partner**, are the first and only registered keeper of **the car** (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and

- **you**, or **your partner**, have owned **the car** (or it has been hired to **you**, or **your partner**, under a hire purchase or leasing agreement) since it was first registered as new (or **you** are the second owner if the first owner is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- the cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the United Kingdom list price); and
- **the car** was supplied as new from within the **territorial limits**. In these circumstances, if **you** ask the **insurer** to, they will replace **the car** (and pay reasonable delivery charges) with a new car of the same make, model and specification.

The **insurer** can only do this if a replacement car is available in the **territorial limits** and anyone else who has an interest in **the car** agrees. If a replacement car of the same make, model and specification is not available, the **insurer** will, where possible, provide a similar car of identical list price.

If this is not acceptable to **you**, the **insurer** will not pay more than the **market value** of **the car** at the time of the loss.

Car audio, navigation and entertainment equipment

The **insurer** will also cover the cost of replacing or repairing **the car's** audio, navigation and entertainment equipment up to the following amounts:

- unlimited for equipment fitted as original equipment by the manufacturer;
- or
- £500 for any other equipment not fitted by the manufacturer, provided it is permanently fitted to **the car**.

Recommended repairer

If the damage to **the car** is covered under **your policy** and it is repaired by a recommended repairer, **you** do not need to obtain any estimates and repairs can begin immediately after the **insurer** has authorised them. The **insurer** will arrange for one of their repairers to contact you to arrange to collect **the car**. Repairs made by the **insurer's** recommended repairers are guaranteed for three years.

At **your** request, **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must send the **insurer** at least two detailed repair estimates as soon as reasonably possible. The **insurer** will only be liable for the repair costs at a non-recommended repairer if the **insurer** has agreed that the costs are reasonable and the **insurer** has issued an authorisation to the repairer.

The **insurer** may need to inspect **the car**.

The **insurer** reserves the right to ask **you** to obtain alternative estimates and the **insurer** may not pay **you** more than their recommended repairer would

have charged them for the repair of **the car**.

What is not covered under section 3

- The total **excess** shown in your **Schedule of Insurance**.
- Loss or damage caused by theft or attempted theft if the keys or lock transmitter or entry card from the keyless entry system are left in or on **the car** while it is left **unattended**.
- Loss of keys, keyless entry system devices, tapes, compact and mini discs, DVD's and other portable media storage devices.
- Loss or damage caused by theft or attempted theft if **the car** is left **unattended** without being properly locked and/or if any window, roof opening, removable roof panel or hood is left open or unlocked.
- Loss or damage if any security or tracking device, which the **insurer** has insisted is fitted to **the car**, has not been set or is not in full working order.
- Loss or damage caused to **the car**, if at the time of the incident, it was under the custody or control of anyone with **your** permission who is not covered under this **policy**.
- Loss or damage to **the car** and/or its contents as a result of someone taking it by fraud or trickery while pretending to be a buyer.
- Loss of or damage to **the car** by theft, attempted theft unless this has been reported to the police and a crime reference number obtained.
- The **insurer** will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless expressly stated in this **policy**.
- Loss or damage deliberately caused by any person entitled to be covered under this **policy** or any person acting on their behalf.
- Loss or damage resulting from incorrectly maintaining or fuelling **the car** or from the use of substandard fuel, lubricants or parts.
- Loss of or damage to **the car** caused by a person known to **you** taking **the car** without **your** permission, unless that person is reported to the police for taking **the car** without **your** permission.
- Costs resulting from loss of use of **the car**.
- Any reduction in the **market value** of **the car** following repair.
- Any part of the cost of repair or replacement which improves **the car** or its **accessories** beyond its condition immediately before the loss or damage occurred.
- Loss or damage to any trailer, caravan or disabled motor vehicle, or their contents, being towed by **the car**.
- Loss or damage from taking **the car** and returning it to the legal owner.
- Loss or damage to in car audio, television, DVD, phone, games console, or electronic navigation, unless these items are permanently fitted to **the car**.
- Loss or damage caused by wear and tear or

depreciation.

- Loss or damage caused by any mechanical, electrical, electronic computer or computer software failures, breakdowns, faults or breakages.
- Loss or damage arising directly or indirectly from water freezing in the cooling system of **the car**.
- Damage caused by the process of cleaning, modification, repairing or restoring or by any gradually operating cause.
- Damage to tyres caused by braking, punctures, cuts or bursts not as a direct result of an accident.
- Any storage charges unless **you** tell the **insurer** about them and the **insurer** agrees in writing to pay for them.
- Any increase in damage as a result of **the car** being moved under its own power following an incident.
- Costs of importing parts or **accessories** or storage costs caused by delays, where the parts or **accessories** are not available from current stock within the **territorial limits**.
- Any amount over the cost shown in the manufacturer's latest price guide for any lost or damaged parts or **accessories** if such parts or **accessories** are not available.
- Loss or damage resulting from confiscation, nationalisation, requisition or destruction by or under the order of any government or public or legal authority.

4 Glass damage

What is covered under this section

If the glass in the front windscreen, side, rear windows, or sunroof of **the car** is damaged during the **period of insurance** the **insurer** will pay the cost of repairing or replacing it. The **insurer** will also pay for any repair to the bodywork of **the car** that has been damaged by broken glass from the windscreen or windows. Windscreen recalibration costs are covered under this section when using an approved repairer, subject to glass provider terms and conditions.

If the repair or replacement is carried out by one of **our** approved suppliers, cover is unlimited. *(To contact one of **our** approved suppliers please refer to the 'Making a claim section' of this **policy**.)*

If **you** choose to use **your** own supplier, then cover will be limited to £150 less any **excess**.

A claim under this section only will not affect **your** no claims discount.

What is not covered under section 4

- The glass **excess** shown in your **Schedule of Insurance**, unless the glass is repaired and not replaced in which case no **excess** applies.
- Loss of use of **the car**.
- Damaged or broken glass in panoramic glass roofs.
- Repair or replacement of the hood/roof structure

of a convertible or cabriolet vehicle.

- Repair or replacement of any glass that is part of a removable or folding convertible roof.
- Repair or replacement of any windscreen or window not made of glass.
- The cost of importing parts or storage costs caused by delays where the parts are not available from stock within the **territorial limits**.
- Loss or damage deliberately caused by any person entitled to be covered under this **policy** or any person acting on their behalf.

5 Personal belongings

What is covered under this section

The **insurer** will pay up to a maximum of £200 for personal belongings not permanently fitted to **the car**, which are lost or damaged following an accident, fire, theft or attempted theft involving **the car**.

An additional £300 per incident in respect of items bought from M&S within 24 hours of the loss or damage occurring, subject to production of a receipt confirming the items bought, their cost and the date and time of purchase.

What is not covered under section 5

- Loss or damage caused by wear and tear or depreciation.
- Loss of, theft of or damage to property from an open or convertible car, unless the personal belongings were left in a locked boot or locked glove compartment.
- Loss or damage if **the car** is left **unattended** without being properly locked and/or if any window, roof opening, removable roof panel or hood is left open or unlocked.
- Money, credit or debit cards, stamps, tickets, vouchers, documents and securities.
- Goods or samples carried in connection with any trade or business.
- Loss of, or damage to, any radar detection equipment.
- Loss of, or damage to, telephone or other communication equipment.

6 Medical expenses

What is covered under this section

If **you** or anyone in **the car** is injured in an accident involving **the car**, the **insurer** will pay up to £500 in medical expenses for each injured person.

7 Personal accident benefits

What is covered under this section

If **you** or **your partner** are accidentally killed or permanently injured while getting in, travelling in or getting out of **the car** (or any other private car that **you** do not own), the **insurer** will pay the following:

- For death – £10,000

- For the total and irrecoverable loss of sight in one or both eyes – £10,000
- For the permanent loss of use of one or more limbs above the wrist or ankle – £10,000

The insurer will only pay these amounts if the cause of death or injury is an accident involving a car and the death or loss happens within 3 calendar months of the accident.

What is not covered under section 7

- More than £10,000 per incident.
- Death or injury to any person not wearing a seat belt when required to by law.
- Any intentional self injury, suicide or attempted suicide.
- Any injury or death arising wholly or in part from any natural or inherent disease or medical condition.
- Any injury or death to any person driving at the time of the accident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.
- If **you** or **your partner** has any other car insurance **policy** with the **insurer**, they will only pay the benefit under one policy.

8 Replacement locks

What is covered under this section

If the keys or other ignition activation device to **the car** or the lock transmitter are stolen the **insurer** will pay up to a maximum of £500 under this section towards the cost of replacing:

- The door locks and/or boot lock.
- Ignition/steering lock.
- The keys or ignition activation device or the lock transmitter and central locking interface.
- The reasonable cost of protecting **the car**, transporting it to the nearest repairers when necessary and delivering it after repair to **your** address.

Provided it can be established that the identity or the **risk address** of **the car** is likely to be known to any person in receipt of such items.

What is not covered under section 8

- The first £100 of any claim.
- Any claim where the keys, lock activation device or the lock transmitter and central locking interface are either:
 - o Left in or on **the car** at the time of the loss; or
 - o Taken without **your** permission by a person known to **you**, unless that person is reported to the police.

9 Child car seat cover

If **you** have a child seat fitted in **your car** and **your car** is involved in an accident or damaged following a fire or theft, **your insurer** will contribute up to £150

per child seat towards the cost of a replacement even if there is no apparent damage, subject to **you** making a claim on this insurance **policy**.

10 Uninsured driver promise

If the driver of **your car** is involved in an accident caused by an uninsured motorist **your insurer** will refund the cost of any **excess you** have had to pay. **You** must provide:

- the vehicle registration and the make/model of the car; and
- the driver's details.

Where the accident is not **your** fault and the driver is uninsured, **you** will not lose **your** no claims discount.

11 Emergency transport and accommodation

What is covered under this section

If **you** are not able to drive **your car** as a result of an accident which is covered under section 2 of this **policy**, **your insurer** will pay **you** up to £100 per person in respect of:

- alternative travel expenses for **you** and all occupants of **your car** to reach **your** destination; and/or
- emergency overnight accommodation for **you** and all occupants of **your car** when an unplanned overnight stay is necessary.

You are required to pay for the accommodation and/or travelling expenses yourself and forward receipts to **your insurer** to reimburse **you**.

What is not covered under section 11

- More than £250 per incident.
- Reimbursement for the purchase of any drinks, meals, clothing, toiletries, newspapers or telephone calls.
- Coverage outside the **territorial limits** of **your policy**.

12 Driving abroad

What is covered under this section

The **insurer** will provide the minimum insurance required by law while **you** or any driver covered by this policy are using **the vehicle** within the following countries: Andorra, Austria, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (inclusive of Monaco), Germany, Greece, Hungary, Iceland, Ireland, Italy (inclusive of San Marino and the Vatican), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland.

For customers with a registered address in Great Britain: The **insurer** will also provide the cover shown on **your Schedule of Insurance** for up to 90 days in any **period of insurance** while **you** are using **the vehicle** within the countries referred to above.

For customers with a registered address in Northern Ireland: The **insurer** will also provide the cover shown on **your Schedule of Insurance** for travel in the Republic of Ireland during the **period of insurance**. For other countries listed, the cover shown on **your Schedule of Insurance** is limited to 90 days in any **period of insurance** while **you** are using **the vehicle** within the countries referred to above.

If **you** are travelling to any of the countries referred to above, **you** are not required to carry a printed International Motor Insurance Card (Green Card). Legal evidence of **your** cover is shown on the reverse of **your Certificate of Motor Insurance**.

The **insurer** may agree to extend the cover for more than 90 days as long as:

- **The vehicle** is registered within the **territorial limits**; and is used in accordance with **Road Traffic Acts**; and
- **Your** main permanent home is within the **territorial limits**; and **Your** visit abroad is only temporary; and
- **You** request extended cover from **us** before **you** leave; and
- **You** pay any additional premium **we** ask for.

If **you** want to extend **your** policy to give the same cover in a country outside the countries referred to above, **you** must:

- Tell **us** before **you** leave; and
- If the **insurer** agrees, pay any additional premium **we** ask for where applicable.
- If the **insurer** agrees to **your** request, the insurer will issue **you** with a Green Card as legal evidence of this cover for the vehicle. In addition, if **you** intend to tow a caravan or trailer, they may also issue a Green Card for the trailer or caravan.

If **you** wish to extend the cover for more than **your** specified days or travel to a country not referred to above, please contact Customer Services on the telephone number shown in **your** policy documents at least 21 days prior to the first day of travel. If **your** planned travel is due to commence in less than 21 days, please let **us** know as soon as possible so that **we** can best assist **you**.

The **insurer** will also pay customs duty if **the vehicle** is damaged and the **insurer** decides not to return it after a valid claim on the policy.

Cover also applies while **the vehicle** is being carried between sea or air ports or railway stations within these countries, as long as this travel is by a recognised sea, air or rail route.

Please visit www.mib.org.uk and www.gov.uk/driving-abroad for more information about driving abroad.

What is not covered under section 9

If **your Certificate of Motor Insurance** allows a specific driver to drive any other vehicle, that cover does not apply outside of the **territorial limits**.

13 No claims discount (NCD)

For further details, please refer to the Welcome Letter.

14 No claims discount protection

For further details, please refer to the Welcome Letter.

15 Cancellation

How to cancel your policy

You must contact **us** if **you** wish to cancel **your policy**. **Our** contact details are on the reverse of **your Certificate of Motor Insurance**.

We will cancel **your policy** either from the date **you** contact **us**, or from any later date **you** specify. The **policy** cannot be cancelled from an earlier date than when **you** contact **us**.

In all cases the **Certificate of Motor Insurance** must be returned to **us**. Not doing so is an offence under the **Road Traffic Act 1988**. If **you** have lost **your Certificate of Motor Insurance**, **we** will ask **you** to complete a Statutory Lost Certificate Declaration to confirm this.

If **you** are paying **your** premiums by instalments, **you** must still pay **us** any balance of premium due. Cancelling any Direct Debit instruction does not mean **you** have cancelled the **policy**. **You** will still need to follow the instructions above.

In the event of cancellation, a cancellation fee as shown in the Additional Important Information document, will apply.

Cancellation by you within the first 14 days

If **you** cancel **your policy** within 14 days of the date **you** receive **your policy** documents **we**, on receipt of **your Certificate of Motor Insurance**, will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused, unless **you** have made a total loss claim in which case no refund of premium will be given and all premiums would be due.

Cancellation by you after the first 14 days

If **you** cancel this **policy** after the 14 day period, **we**, on receipt of **your Certificate of Motor Insurance**, will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused providing no claims have been made. If a claim has been made, or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums would be due.

Where we cancel your policy

We may cancel **your policy**, if there are serious grounds to do so such as non-payment, failure to supply requested validation documentation (proof of No Claims Discount, Security etc) or **you** have provided **us** with incorrect information and **you** have failed to provide a remedy when requested.

Where **we** cancel **we** will provide seven days' prior written notice to **your** last known address unless **we** are required to cancel earlier. If **we** cancel **your policy you** will be required to return the **Certificate of Motor Insurance** to **us**. **We**, on receipt of **your Certificate of Motor Insurance**, will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused, providing no claims have been made. If a claim has been made, or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums would be due. If **we** cancel **your policy** on the grounds of fraud, cancellation may be immediate and **we** may keep any premium **you** have paid. **We** may also inform the police of the circumstances.

16 General policy exclusions

You are not covered under **your policy** for any of the following;

Contracts

Any claim as a result of an agreement or contract unless it is one the **insurer** would have been liable for anyway.

Who uses the car

Any injury, loss or damage which takes place while **the car** is being:

- driven by or in the charge of any person not covered by **your Certificate of Motor Insurance**; or
- used other than for the purposes allowed on **your Certificate of Motor Insurance**; or
- driven by or in the charge of any person who does not hold or comply with the conditions of a valid licence to drive such a vehicle in the country within which the incident occurred.
- Driven by or in the charge of any person that, at the time of the accident is:
 1. Convicted of driving while under the influence of alcohol or drugs, whether prescribed or otherwise
 2. Fails to provide a sample of breath, blood or urine when required to do so, without lawful reason
- **We** have the right to recover from you any amounts which **we** pay before such conviction or which **we** are required to pay by law.

This exception does not apply if **the car** is;

- being serviced or repaired by a member of the motor trade; or
- stolen or being taken away without **your** permission; or
- being parked by an employee of a hotel or restaurant as part of a car parking service.

Track days and off road events

Any liability, loss or damage resulting from the use of **the car** at any event during which **the car** may be driven on a motor racing track, airfield or at an off road event.

Cyber Loss

Any loss, theft, damage, impairment, disablement or loss of use of **the car** following a **cyber attack** caused by:

- the use of, or failure of, any application, software, or programme in connection with **the car**, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;
- the use of, or failure of, any electronic device connected to **the car** (for example smartphones, tablets or smartwatches used for navigation, infotainment or any other purpose);
- any computer virus, ransomware, code or software;
- theft of, loss of access to, or damage to, any telematic device or any electronic data (for example files, music or images) wherever it is stored;
- any threat, deception or hoax relating to a), b), c), and/or d) above.

Use on airfields

The **insurer** will not pay claims arising directly or indirectly from any car being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come with the Customs examination area or any part of airport premises to which the public does not have access to drive their vehicle.

Pollution

Any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the **period of insurance**.

Earthquake

Any loss or damage caused by earthquakes and the result of earthquakes.

Pressure waves

Any loss or damage caused by pressure waves from aircraft or aerial devices travelling at sonic or supersonic speeds.

Riot

Any loss or damage caused by riot, civil commotion occurring outside Great Britain, the Isle of Man or the Channel Islands. This exception does not apply to Section 1 – Liability to others.

Radioactivity

Any loss or damage caused by, contributed to or arising from;

- ionising radiation or radioactive contamination from any fuel or waste; or
- the radioactive, toxic, explosive or other hazardous

properties of any explosive nuclear assembly or nuclear component or of any nuclear fuel or any nuclear waste.

Terrorism

Any loss or damage including accidental damage caused by or arising from **terrorism** unless the **insurer** has to provide cover under any **Road Traffic Acts**.

War

Any loss or damage caused directly or indirectly by war, invasion, act of enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power other than to meet the requirements of the **Road Traffic Acts**.

17 General policy conditions

The **insurer** will only give **you** the cover described in this **policy** document provided that **you** and all other drivers comply with the conditions set out below and that the information that **you** gave **us** regarding **the car** and all insured drivers is true and complete as far as **you** know.

Taking care of your car

You and all other drivers must ensure that:

- The cars** software is kept up to date at all times by installing **OTA** updates within the manufacturer's recommendations.
- The car** has a current MOT certificate if applicable.
- All reasonable steps are taken to ensure **the car** has been protected against loss or damage.

The insurer may examine **the car** at any time.

We will not be liable for any loss, liability or damage where **you** fail to maintain **the car** in a roadworthy condition except to the extent that **we** must provide cover under the Road Traffic Acts.

If **we** repair the car following a covered claim, **we** will arrange for any resultant damage to any Advanced Driver Assistance Systems (ADAS) fitted to the car to be repaired or recalibrated however if **we** are not arranging the repairs to **the car**, **you** must immediately arrange for any defect to be rectified, replaced or recalibrated.

Your duty to provide accurate information

You must have answered truthfully all questions relating to **your** details; those of **the car** and of all named drivers on **your policy** that **we** asked when **your policy** started. **You** must also have truthfully agreed to all statements that **we** listed in the **Statement of Insurance** relating to **your policy** when it started.

You must notify **us** as soon as reasonably possible if any of **your** details change.

It's important that **you** check the information **you** have provided and notify **us** immediately of any changes to these details. Failure to disclose correct and complete information to the best of **your**

knowledge may result in increased premiums, refusal of a claim or **your policy** being cancelled.

Please refer to Important customer information section for further details.

Accidents and claims

You must notify **us** as soon as reasonably possible if **you** or any driver become aware of any accident or loss involving **the car** or of any other incident which may lead to a claim by **you** or by a **third party**.

If **you** or any driver receive any notice of prosecution, inquest or fatal accident enquiry or **you** or any driver are sent a claim form from a court or a letter, **you** or any driver must send it to the **insurer**, unanswered, as soon as reasonably possible.

You must ensure that the police are notified within 48 hours of **you** or any driver becoming aware of any incident involving theft, attempted theft, or malicious damage and a crime reference number is obtained.

You or anyone who drives **the car** must not admit liability for, offer, negotiate or seek settlement of any claim without **our** written permission.

You or anyone who drives **the car** must take reasonable steps to minimise the loss if an incident which gives rise to a claim occurs.

The **insurer** is entitled under this **policy** to;

- Take over and conduct the defence and settlement of any claim in **your** name or in the name of any other person insured by **your policy**.
- Instigate proceedings at their own expense and for their own benefit but in **your** name or in the name of any other person insured by **your policy** to recover any payment that they have made under **your policy**.
- Recover from **you** the amount of any claim that they are required to settle by law which the **insurer** would not otherwise have paid under this **policy**.
- Pay the legal owner of **the car** in the event of a loss.
- Require proof of ownership and value of the insured property in the event of a loss.

You or any person who makes a claim under **your policy** must give the **insurer** all reasonable assistance and information in relation to any claim made under **your policy**.

Fraud

You must not act in a fraudulent manner. **You**, any authorised driver, or any person acting for **you** must not make false or exaggerated claims. If **you**, any authorised driver, or anyone acting for **you** makes a claim knowing any part of it to be false or exaggerated, the **insurer** will not pay the claim and the **insurer** will cancel **your policy**. The **insurer** shall be entitled to recover from **you** the amount of any claim already paid under the **policy** during the **period of insurance**.

If the **insurer** cancels **your policy** on the grounds of fraudulent activity, they will keep any premium **you** have paid and may inform the police of the

circumstances.

Other insurances

If at the time of any incident which results in a claim under **your policy** there is any other insurance in force covering the same liability, loss or damage, the **insurer** will only pay their share of the claim. The share to be paid by each **insurer** will be determined either by the appropriate court or by agreement between the insurers involved. This provision will not place any obligation upon us to accept any liability under Section 1 which the **insurer** would otherwise be entitled to exclude under Exceptions to Section 1.

F Complaints procedure

We aim to provide a high level of service to all **our** customers but occasionally things can go wrong, when this happens **we** will do everything **we** can to put things right.

Complaints procedure

If **you** have a complaint about **our** service or the administration of **your policy**, please contact **us** in the first instance by phoning customer services on 0344 412 2157. **We** will aim to resolve **your** complaint over the phone within 24 hours.

If **your** complaint is not resolved to **your** satisfaction within 24 hours **we** will send **you** a written acknowledgment of **your** complaint together with the next steps, by email, within 3 business days and **our** final response as soon as our investigation is complete. If **you** prefer to put **your** complaint in writing please send it to The Customer Relations Manager, M&S Car Insurance, Fusion House, Katharine Way, Peterborough, PE3 8BC.

If your complaint relates to M&S Bank marketing material please write to: M&S Bank, PO Box 10565, 51 Saffron Road, Wigston, LE18 9FT or contact us on 0345 600 5860.

Next steps

In the unlikely event that **your** complaint remains unresolved 4 weeks after being made, **we** will send **you** a letter, by email, explaining why **we** are not yet able to resolve **your** complaint and advise **you** when **we** will be in contact again.

If after 8 weeks of making **your** complaint **you** have not received our final response letter, or, on receipt of **our** final response, **you** are not satisfied with the way the complaint has been resolved, **you** may refer the matter to the Financial Ombudsman Service. This must be completed within six months of receipt **our** final response letter.

The address is the Financial Ombudsman Service, Exchange Tower, London E14 9SR. The website address is www.financial-ombudsman.org.uk. Tel: Landlines 0800 023 4567 Mobiles 0300 123 9123. Email: complaint.info@financial-ombudsman.org.uk.

Complaints which your **Insurer** is required to resolve will be passed on to them by **us**. **We** will notify

you when **we** do this. If you are unhappy with the decision **you** receive **you** can refer **your** complaint to the Financial Ombudsman Service within six months of receiving **your Insurers** final response letter.

Following the complaints procedure does not affect **your** right to take legal action.

G Data protection notice

Who is processing your data?

We are BISL Limited, we arrange and administer M&S car insurance and we are the data controller of the personal data that you provide and/or that we collect from you. This means that we are the company responsible for deciding how your data is processed.

BISL Limited is part of the Markerstudy Group and provides products and services under various brands. If you want to know more about the Markerstudy Group and the brands that BISL operates you can find out more at www.bglinsurance.co.uk.

We will share data relating to your quote or policy with Marks and Spencer Financial Services Plc who will also be a data controller of this data. You can read further information about how M&S Insurance processes your data by reading their Privacy Policy at <https://bank.marksandspencer.com/>.

Car Insurance

To provide you with car insurance, we need to share your data with the insurers we work with. This is to allow the insurers to consider your application for insurance and to allow them to deal with any claims you make on your insurance policy. The insurers will also be data controllers in relation to the data they receive from us and any additional data the insurer may collect about you when dealing with a claim. This means that the insurers are in charge of how they handle your data and we are not responsible for this.

Your insurer is set out in your Schedule of Insurance.

When you choose to add an additional product to your insurance policy, such as breakdown cover, we will also need to share your data with the supplier of the additional product to allow it to be provided.

You can find further information in the terms and conditions for each additional product.

If you pay for your policy by monthly instalments you will be taking out a credit agreement. Data relevant to your credit agreement will be shared with your credit provider. Your credit provider will also be a data controller of this data and will be responsible for how that data is processed. The credit providers that we work with are BFSL Limited (which is part of the Markerstudy Group and which provides credit arrangements on our behalf) and

Aviva. The details of your credit provider can be found on your credit agreement.

If you purchase a policy via a cash back site, some data may also be shared in relation to this for example to confirm your purchase. For more information you'll need to read the privacy policy for the relevant cash back website.

Where do we get the data from?

From you

Most of the data that we process will be data that we collect from you directly when you request a quote. We will ask you various questions to collect the data we need for the purpose of your policy. We will not be able to provide a quote unless you answer the mandatory questions.

From M&S Insurance

If you have previously held any products or services with M&S then we may carry out checks against data that M&S already hold on you. This includes data that may be needed to apply any discounts or offers that you may be entitled to from time to time as an existing customer, for fraud prevention, research and analysis and to help us assess your application for insurance. We may do this when you request a quote, when changes are made to your policy or when your policy is due for renewal.

From your use of our website and services

We also collect data about you based on your actions, for example we collect data about how and when you use our websites, or our services so that we can build up a picture of you as a customer. This can include information such as how many quotes you have obtained for insurance from us, mouse clicks/taps, mouse movements, page scrolling and text entered into forms. This helps us to provide you with a good service and to design improvements to our products and services (including changes to our website) but is also used to help us to prevent and detect fraud.

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. This information may be used by us and/or shared with and used by insurers to aid in the detection of fraud.

If we speak to you on the telephone we may record the telephone call and if you use our wechat service we will keep a record of the conversation. We do this so that we have an accurate record of your conversation with us. We also use this data for monitoring and quality control purposes and may use it for training purposes.

From price comparison sites

If you have been directed to us from a price comparison site then the price comparison site will have provided us with data that you entered in

order to allow us to provide you with a quote. When you purchase one of our policies through a price comparison site we will need to share some information with the price comparison site, for example, information relating to whether the policy has been purchased or the status of the policy. We will also exchange information that is necessary to help resolve any queries or complaints.

Our service providers

We or our insurers will sometimes use third parties to process personal information on our behalf. Where third parties process your personal information on our behalf, we will have a contract in place with them placing obligations on them to keep your data secure and only use it for the purposes that we authorise.

The third parties that we use may include, for example, IT service providers, market research agencies and debt collection agencies or tracing agents appointed by us.

From other companies

As part of considering your quote, administering (including amending or renewing) your policy or dealing with any claims on your policy, we, our insurers and/or our credit providers will exchange information about you with other companies and/or carry out checks with various databases, which is standard practice in the insurance industry. We have set out below some of the common databases that may be checked.

DVLA

If you provide your, or any named driver's, driving licence number this be passed to the DVLA, either by us or the insurers we work with, in order for a search to be carried out to confirm your (or any named driver's) licence status, entitlement and relevant restriction information and endorsement/conviction data.

Undertaking searches using your driving licence number helps insurers check information to prevent fraud and ensure policy premiums are fair.

A search with the DVLA will not show on your (or your named driver's) driving licence record.

For details relating to information held about you by the DVLA, please visit www.gov.uk/government/publications/dvla-privacy-policy.

Credit searches

We and/or our insurers or credit provider(s) will carry out checks with credit reference agencies, including-

- checks against publicly available information such as the Electoral Register, County Court Judgments, bankruptcy or repossession information;

- checks against data relating to your credit history. If you enter into a credit agreement to pay for your policy, we may also pass to Credit Reference Agencies information we hold about you and your payment record with us. Credit Reference Agencies

share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. We may ask Credit Reference Agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained and this together with other factors will be used to assess your application for a quote or a policy.

The credit reference agencies will keep a record of the search and you may see this recorded on your credit file. If you want to check the information that the credit reference agencies hold about you then you can contact them directly.

If you decide to take out a credit agreement, the search and details of your payment history with the credit provider will also be visible to other lenders. You can find out further information about how the Credit Reference Agencies collect and use personal data at www.transunion.co.uk/legal/privacy-centre which also provides you with details of how to contact the Credit Reference Agencies if you want to check the information that they hold about you.

Claims and Underwriting Exchange and Other Registers and Databases

We, the insurer and/or the re-insurer exchange information with various databases and registers to help check information provided, to help verify your identity, to detect and prevent crime or fraud and to obtain information about your previous insurance history including your no claims history. These databases may include the Claims and Underwriting Exchange Register, the Hunter Database, the Motor Insurance Anti-Fraud and Theft Register, the No Claims History Database and any other relevant industry databases or registers. As part of these checks, we will share your data with LexisNexis Risk Solutions who carry out checks against data from various sources including data from other insurance companies. You can find out more information about LexisNexis Risk Solutions, the data they collect and information about your data protection rights in relation to the data they hold at www.risk.lexisnexis.com/group/processing-notices/insurance-services

Data we provide to these registers or databases about your insurance quote, policy or about any claims or incidents that may give rise to a claim (which you must tell us about under the conditions of your policy whether or not a claim is made) may be accessed by other insurance companies.

Motor Insurers' Bureau

Information relating to your insurance policy will be added to the Motor Insurance & Policy Data Database (MIPD) managed by the Motor Insurers' Bureau (MIB). We work in partnership with the MIB and associated not-for-profit companies who provide several services

on behalf of the insurance industry. At every stage of your insurance journey, the MIB will be processing your personal information and more details about this can be found at: www.mib.org.uk. Set out below are brief details of the types of activity the MIB undertake:

- Checking your driving licence number against the DVLA driver database to obtain driving licence data (including driving conviction data) to help calculate your insurance quote and prevent fraud
- Checking your 'No Claims Bonus' entitlement and claims history
- Prevent, detect and investigate fraud and other crime, including by carrying out fraud checks
- Maintaining databases of:
 - Insured vehicles (MIPD)
 - Vehicles which are stolen or not legally permitted on the road (Vehicle Salvage & Theft Data – VS&TD)
 - Motor, personal injury and home claims (CUE)
 - Employers' Liability Insurance Policies (Employers' Liability Database)
- Managing insurance claims relating to untraced and uninsured drivers in the UK and abroad
- Working with law enforcement to prevent uninsured vehicles being used on the roads
- Supporting insurance claims processes

Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MIPD. It is vital that the MIPD holds your correct registration number. If it is incorrectly shown on the MIPD you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MIPD at www.askMID.com

Existing Data

We will check our existing records to see if you have held a policy or obtained a quote with us or any of the brands BISL Limited administer before. We will also share personal data with our other brands, Group Companies and insurers for these purposes.

The credit providers we work with (as described in the "Who is processing your data?" section above) will also carry out checks against data that they hold on you if you have held a credit agreement with them or applied for credit with them before.

Checking and comparing this data helps us to assess your quote (including at renewal). This data will also be used for research and analysis in accordance with the section headed "What do we use your data for?" below.

Publicly available sources

We or our insurers use some open sources of data which are not personal data (such as information about particular geographic areas) and combine this with the personal data that we hold about you (such as your own address) in order to assess insurance risk and provide you with an accurate quote.

Providing data about other people

We will sometimes need you to provide us with data about other people, for example where another person is being added to the policy as a joint policyholder or named driver. Where you give us data about someone else, you must make sure that you have made that person aware of this Privacy Policy. If we ask you to confirm your consent to certain data being processed, you are giving consent for your data and any relevant data relating to the other person to be processed. Where this privacy policy refers to "your data" this also includes data about anyone else named on the policy or whose data you provide us with.

What do we use your data for?

The data that we hold is used for the following purposes:-

Part 1 - Providing you with a quote and administering your policy

The personal data that we use for the purposes set out in this Part includes information you provide during your quote, information about previous or existing policies held by us or our insurers, identification information, information from credit reference agencies, your policy and payment history and behavioural information that we gather from your use of our website and how you manage your policy.

Providing you with a service

As you would expect, this data is used to provide you with the service you have requested, for example a quote or an insurance policy. When you take out a policy, we will continue to use your data to provide you with annual renewal quotes and where we can we will use the data to automatically renew your policy and continue to provide you with insurance cover. If you would prefer that we don't use your data to automatically renew your policy then you can opt out of the automatic renewal process by contacting us. This means we will still use your data to generate a renewal quote but your policy will not renew unless you tell us that you would like to accept the renewal quote. You can find more information about this in your policy documents.

Credit agreements and payments

Both we and the credit provider use this data (including data held in relation to our other brands) to help us build up a picture of you a customer. This allows us to carry out more accurate assessments of

you as a customer when you apply for products with us, including creditworthiness assessments. It helps us to provide you with more relevant information such as making sure we show you the right content at the right time. We also use this information to help calculate your future quotes. This information will also be shared with our insurers for these purposes.

Data will also be used by us or your credit provider (if applicable) to administer any payments due under your policy and this will include (where necessary) sharing data relating to your payments with credit reference agencies, debt collection agencies or any financial organisations such as banks or payment providers for purposes connected with payment processing, refunds, funding or associated services. If you have taken out credit you can find further information within the credit agreement.

Additional information about your circumstances

We gather information about you and your personal situation to understand and assist with your customer needs and to fulfil our regulatory obligations. This may involve collecting and using data related to any help you require or anything that could affect our service to you, including details about your health, life events, financial situation, capabilities and capacities. This information may come directly from you, or from third parties like our suppliers or partners. Some of this data is considered sensitive and requires your consent for processing and sharing. However, there are situations where we may need to process this data without your consent to ensure your well-being, relying on the lawful basis of Substantial Public Interest. This data assists us in identifying and providing additional support and assistance when necessary, such as providing documents in alternative formats. Occasionally, we may share this information with third party suppliers or business partners to ensure they can provide appropriate services to you. Additionally, we may analyse this data to enhance our services and better meet our customers' needs. We may also exchange this information with other companies within the Markerstudy Group of Companies for these purposes. You can request changes or updates to the data we hold at any time.

When we collect, store and use certain types of sensitive information such as special category (e.g. health or medical records) or criminal offence data, data protection law includes additional safeguards. When we do have cause to use your special category information, we will usually do so with an additional specific purpose. This will normally be when processing is necessary for the establishment, exercise or defence of legal claims, or when there is a substantial public interest in processing it for insurance purposes (i.e. using this type of information for that purpose is an integral part of the wider public benefits which result from the UK insurance industry).

Similarly, if we use personal information that relates to a criminal offence, we will usually do so for an insurance purpose.

In relation to personal data used for the purposes described in this Part 1, we process this data because it is necessary to perform the contract that we have in place with you to provide you with the quote or the policy that you have requested. You can be assured that we will always minimise the use of this type of information.

Part 2 – Fraud Prevention

In order to prevent and detect fraud we, the credit provider and/or the insurer may use the personal data set out above at any time to undertake searches to prevent fraud and money-laundering and to verify your identity. This will include checking or sharing your details with credit reference agencies and fraud prevention agencies.

If false or inaccurate information is provided or if we or a fraud prevention agency determine that you pose a fraud or money laundering risk, we may refuse to provide the services and/or financing you have requested and we may stop providing existing services to you.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies and which may be checked by other organisations for example when: checking details on applications for credit and credit related or other facilities; managing credit and credit related accounts or facilities; recovering debt and tracing beneficiaries; checking details on applications for new products and dealing with claims for all types of insurance. This may result in others refusing to provide services, financing or employment to you.

Fraud prevention agencies can hold your personal data for different periods of time, and if you are considered to pose a fraud or money laundering risk, your data can be held by them for up to six years. In relation to personal data used for the purposes described in this Part 2, we process this data because we have a legitimate business interest in carrying out these activities to protect against fraud and because there is a substantial public interest in preventing and detecting crime including fraud.

Part 3 – Other Uses of Data

Marketing

When you request your quote you will be given an opportunity to confirm whether you are happy to receive marketing material from us. If you confirm you are happy to receive this material, we will use your postal address, email address and telephone number to send you marketing materials by post, email, telephone call or SMS. We do not pass your data to third parties for marketing purposes.

You can change your mind at any time by logging into your Self Service Centre and updating your preferences. You can also unsubscribe from emails by clicking on the unsubscribe link on any marketing emails that we send you or by contacting us.

This will not impact any communications that we need to send you for the purpose of your policy, for example communications about your renewal, updates about your policy or information about any quotes we've provided to you.

We use the data we hold to help us understand our customer demographic to help us improve the services that we provide to you and to help us target our advertising and marketing so that we show customers adverts or marketing which may be more relevant to them. We may sometimes work with carefully selected third parties to do this for example using advertising services provided by organisations such as Google and Facebook and may share data with them to carry out this research and analysis, however will not sell your data to third parties for them to market to you.

Market Research

From time to time we may want to use your postal address, email address and/or telephone number to contact you to assist us with our research by asking you a few questions about the service you have received or by asking if you would like to complete a review of our services. We may sometimes ask market research companies to contact you on our behalf. If you would prefer us not to contact you for market research purposes then you can let us know by contacting us.

Research and Analysis Activities

We use data relating to your quotes or your policy, including your claims history, to carry out various research and analysis activities to help us to regularly review and improve the products and services we provide and carry out research relating to underwriting, claims and pricing. We also share this data with our insurers to enable them to use this data for these purposes. Where possible, data will be shared on an anonymised basis. The data will not be used to make any decisions that will affect you or any other individual.

We also use the data that we collect about you through your website usage to carry out research

and analysis into usage and activities on our website to enable us to continue to improve our website and our products and services.

In relation to personal data used for the purposes described in this Part 3, we process this data because we have a legitimate business interest in carrying out these activities to promote and improve our business. We have ensured appropriate safeguards to protect your rights when processing this data for these purposes.

Part 4 - Special Personal Data and Criminal Convictions

In order to provide your quote and administer your policy we may ask you to provide data which data protection law classifies as "special personal data". This includes information about your health (such as any medical conditions) or information relating to criminal convictions or alleged or actual criminal offences.

Where we collect special personal data and criminal conviction or offence data to provide you with your quote and your policy, we process this data because it is in the substantial public interest to do so for the purposes of advising on, arranging, underwriting or administering an insurance contract.

It may also be necessary for us to retain a copy of any special personal data and criminal conviction or offence data for the purpose of making or defending claims or preventing or detecting crime, including fraud.

How long do we keep data?

We'll only keep your personal data as long as we need it and ensure it is securely destroyed when it is no longer required. We do however need to keep certain data after your policy has ended for certain periods as detailed below.

Generally, if you take out a policy with us, you can expect us to keep your data for a period of 10 years following the end of your policy unless there is a requirement for us to keep the data for longer, for example if there are any ongoing queries or claims relating to the policy.

We keep data for these periods as it plays an important part in allowing us to undertake fraud detection and prevention activities, allows us to deal with any queries or complaints that may arise regarding the quote and allow us to carry out research and analysis to help us improve our products and services (as described in the section headed "What do we use your data for?" above).

Overseas Transfer of Data

We may use third party suppliers to process personal data about you. Some of these suppliers may be located in countries outside the UK which may not have equivalent laws in place to protect your personal data. For example, we use third party

software suppliers to process data such as your IP address and email address. Our insurers may also process personal data in countries outside the UK which may not have equivalent laws in place to protect your personal data. Our insurers are data controllers in respect of any such processing.

Whenever we do use third party suppliers to process personal data about you outside the UK we will ensure that your personal data is kept securely, is only used for the purposes set out in this Privacy Policy and is afforded equivalent protection as it would be if it were processed in the UK. We do this through various mechanisms, for example making sure that approved contractual clauses are in place with the supplier. If you would like any further information please contact us using the details in the "Contacting Us" section.

Your Rights

Data protection law gives you various rights in relation to your personal data. All the rights set out below can be exercised by contacting us using the contact details set out under the "Contacting us" section below. Those rights include:-

- You have the right to ask us to provide a copy of the personal data that we hold about you. This is called a Data Subject Access Request or "DSAR".

You can access information about your policy and your policy documents by logging into your Self Service Centre. If you want to receive other personal data that BISL Limited holds then please contact us using the contact details below. When contacting us please describe the information you require and include the following: your full name, your date of birth, your full address and your quote/policy number. For security purposes we may need to ask you for further information to verify your identity. If you require information sending to different contact details to those held on your policy please include a copy of your passport or driving licence and proof of address such as a recent utility bill to assist us in verifying your identity. We might also need to ask you for additional information to help us locate the data that you are looking for.

Once we have all the information that we need to process your DSAR, we will respond within one month unless your DSAR is very large or complex, in which case we may need to extend this period. If we need to do this we will let you know.

If you want to make a DSAR in relation to personal data that is held by the insurer of your policy then you will need to contact the insurer directly. You can find their details in your policy documents.

- You have the right to ask us to correct inaccurate personal data that we hold about you. If you think any of your personal data is inaccurate, please

contact us and, provided we can verify your identity and are satisfied as to the accuracy of the correction requested, we will correct the relevant personal data as soon as we can.

- You have the right to request that we provide a copy of your personal data in a machine readable format or to ask us to send your personal data to another company. This applies to personal data that you have provided to us, which we have processed electronically, such as data you entered on our website when you obtained a quote.
- You also have the right to ask us to delete personal data that we hold about you. We are obliged to delete personal data in some circumstances, such as where it is no longer needed. However, data protection laws allow us to keep the personal data if we need to, for example if the data is needed to allow us to administer your policy or if the data is needed for fraud prevention. In any case, we will retain your personal data in line with the retention periods detailed under "How long do we keep data?" above.
- You have the right to ask us not to do anything with your personal data except store it in limited circumstances, such as if you and we do not agree on the accuracy of personal data and steps are required to validate it.
- You have the right to object to us processing certain personal data about you. For example, you can ask us to stop processing data for marketing or market research purposes. However, where we need to continue to process the personal data, for example to administer your policy or for fraud prevention purposes, we are not obliged to stop processing it.
- You have the right to ask to review significant decisions that we have made about you wholly by automated means. The nature of the quotes that we provide to you means that we have to use this kind of automated decision making in relation to your personal data (including special categories of personal data) to assess your quotes. This means that our computers will consider lots of different pieces of information about you and about the policy you have requested (such as information about your vehicle) in order to calculate whether or not we are able to offer you a quote, at what price this should be and whether we can offer you a credit agreement to pay for your premium. Automated decision making will be used when you request a quote, when we are considering whether we can offer you a renewal quote and also if any changes are made to your policy. We may also use automated decision making to decide if you pose a fraud or money laundering risk. If you ask us to review the decision, we will make sure that it is examined by a human and we will confirm the outcome to you. This does not necessarily mean that the decision will be changed.

Contacting us about data

If you would like to contact us about one of your data rights set out under “Your Rights” above, then please contact datarequest@markerstudy.com or write to Data Requests, BGL Customer Services, Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BG. You can use these details to contact BISL Limited, BFSL Limited or ACM ULR Limited which are all part of the Markerstudy Group. If you have any other queries or concerns about this Privacy Policy, or if you would like to contact the Data Protection Officer, for BISL Limited, BFSL Limited or ACM URL Limited, you can email dataprotection@markerstudy.com or write to the Data Protection Officer at, Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BG. Please make sure you include details of the product and brand that you are contacting the Data Protection Officer about in your email.

If you would like to contact the Data Protection Officer for M&S Insurance then please contact:
Information Support team
M&S Bank
PO Box 3848
Chester
CH1 9FJ

Information Commissioner's Office

If you have a complaint regarding how your personal data has been processed by us then please contact us first using our complaints procedure set out in your policy documents. You also have the right to complain to the Information Commissioner's Office, which regulates data protection compliance. You can find more information by visiting their website www.ico.org.uk

This policy and other associated documentation are also available in large print, audio and braille. If you require any of these formats please contact us.

RAC BREAKDOWN COVER POLICY

Contact information

	Telephone	In Writing
Breakdown	0330 332 8468	
Breakdown in Europe Calling from Europe Calling from a French landline (freephone) Calling from the Republic of Ireland (freephone)	0800 290 112* 00 33 472 43 42 55 1 800 535 005	
Bringing your vehicle back to the UK after a breakdown	0330 1590 342	
Claim Form Requests From the UK From Europe	0330 1590 337 0044 161 332 1040*	europeanclaims@rac.co.uk www.rac.co.uk/europeanclaimform
Customer Services	0344 412 2157	M&S Car Insurance Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BG
Hearing assistance	Telephone prefix 18001 to access Typetalk or text the RAC on 07855 828282	

*Please replace the 00 at the beginning with 810 when in Belarus or Russia

Telephone charges

Please note that the **RAC** do not cover the cost of making or receiving telephone calls. Calls to the **RAC** may be monitored and/or recorded.

In Europe: Roaming charges may apply when making or receiving calls, please check with **your** mobile phone provider for more information. It may not always be possible for the **RAC** to return a call to a mobile phone.

In the UK: Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at **your** standard network rate.

If your vehicle breaks down, please provide the RAC with

1. **Your** name or **policy** number
2. Identification such as a bank card or driving licence
3. The **vehicle's** make, model and registration number
4. The exact location of the **vehicle** - the road **you** are on or the nearest road junction
5. The number of the phone **you** are using
6. The cause of the **breakdown**, if **you** know it

7. A valid credit/debit card if **you** need additional services

If **you** fail to make contact within 24 hours of becoming aware of the **breakdown** cover may be refused in relation to the **breakdown**.

Remember

Please let the **RAC** know if **you** have called the **RAC** but manage to get going before the **RAC** arrive. The **RAC** will only provide cover if the **RAC** arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by **you** or on your behalf.

Breakdown or Road Traffic Collision on a motorway in France or Mainland Europe

Motorways in France and many other European countries are privately managed. If **your vehicle breaks down** or is involved in a **road traffic collision** on a French motorway, motorway service area, or other European private motorway, **you** must use the roadside emergency telephones as the **RAC** cannot send assistance. If the **vehicle** is recovered by the police or authorised motorway services, **you** may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

The **RAC** will **reimburse** these charges as long as the **vehicle** is towed to the recovery company's depot. This may also apply to other roads, so the **RAC** recommend **you** use the emergency phones where available. If they will not send a **breakdown** recovery **vehicle**, **you** should contact the **RAC**.

Your terms and conditions

Definition of words

Any words in bold appearing throughout this **RAC Breakdown Cover** have a specific meaning which the **RAC** explain below.

"Review Benefits of your Policy Section" means the section entitled **Review Benefits of your Policy Section** in your main motor insurance policy containing important details about this **RAC Breakdown Cover** and levels of cover;

"beyond economical repair" means where the total cost required to repair the **vehicle**, including any taxes, is greater than the **market value** of the **vehicle**. If the **vehicle** has **broken down** or had a **road traffic collision in Europe**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the service provider in the applicable country in **Europe** where the **breakdown** or **road traffic collision** has occurred;

"breakdown"/"breaks down"/"broken down" means an event during the **policy period**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, but not as a result of a mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism, any **driver induced fault**, or any key related issue other than keys locked in **your vehicle**;

"call-out"/"claim" means each separate request for service or benefit for cover under any section of this **RAC Breakdown Cover**;

"caravan"/"trailer" means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0 meters (23 ft) long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high;

"driver"/"their"/"they" means **you** or any **driver**, named on **your statement of insurance** of a **vehicle** at the time a **breakdown** occurs who is authorised to be driving the **vehicle** and is permanently resident in the **UK**;

"driver induced fault" means any fault caused by actions or omissions of the **driver** of the **vehicle**, except running out of fuel and battery failure;

"expiry date" means the date that this **RAC Breakdown Cover** expires;

"Europe" means the mainland countries of Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania,

Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in **Europe**) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above in the Mediterranean Sea;

"European journey" means a trip to **Europe** which begins and ends on return from **home** during the **policy period**;

"home" means the address in the **UK** where **you** live permanently;

"M&S Car Insurance" means M&S Car Insurance which is arranged and administrated by BSL Limited of Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BC;

"main motor insurance" means the motor insurance policy purchased alongside of and is linked to this **RAC Breakdown Cover**;

"market value" means the **market value** in the **UK**, as reasonably determined by the **RAC** in accordance with published industry data (using Glass's Guide or other appropriate trade **vehicle** valuation guide(s)), of a **vehicle** based upon a **vehicle** of the equivalent age, make, recorded mileage and model as the **vehicle**;

"modified vehicle" means any **vehicle** that has been modified from the manufacturer's specifications;

"passengers" means the **driver** and up to the number of **passengers** allowed as shown in the **Vehicle** Registration Document travelling in the **vehicle**;

"planned departure date" means the date when **you** intend to begin **your European journey**. The **RAC** may ask for proof of this;

"policy period" means from the **start date** for which **your RAC Breakdown Cover** is in force to the **expiry date**;

"policy year" means the **policy period**, from the **start date**;

"RAC"

1. For Sections A, B and C means **RAC** Motoring Services;
2. For Sections D and E means **RAC** Insurance Limited;
3. For Additional Services means **RAC** Motoring Services; and
4. In each case any person employed or engaged to provide certain services on their behalf;

"RAC Breakdown Cover" means this **RAC Breakdown** policy that is subject to the terms and conditions together with the statement of insurance;

"reimburse"/"reimbursement" means reimbursement by **RAC** under the reimbursement process;

"road traffic collision" means

1. for the purpose of Section E only, a traffic collision in **Europe** that immobilises the **vehicle**; and
2. for all other sections, means a traffic collision involving a **vehicle** within the **UK**;

"specialist equipment" means equipment that is not

normally required by **RAC** to complete repairs and recoveries, for example winching and specialist lifting equipment;

“**start date**” means the date that this **RAC Breakdown Cover** begins, or renews;

“**statement of insurance**” means the section entitled Statement of Insurance in **your main motor insurance** policy containing important details about this **RAC Breakdown Cover**;

“**UK**” means England, Scotland, Wales, Northern Ireland, and for the purpose of this **RAC Breakdown Cover** includes Jersey, Guernsey and the Isle of Man if **you** are a resident there;

“**vehicle**” means a **UK** registered **vehicle** that complies with the following specifications:

1. it is either a car, light van or motorhome that is less than (a) 3.5 tonnes; (b) 6.4 metres (21 ft) long including a tow bar; and (c) 2.55 metres wide; or
2. for Section E it is either a car, light van or motorhome that is less than (a) 3.5 tonnes; (b) 7 metres (23 ft) long including a tow bar; and (c) 2.55 metres wide;
3. It is a motorcycles over 121cc and is not a mobility scooter;

“**you**”/“**your**” means the person taking out the **RAC Breakdown Cover** as named on the **statement of insurance**.

Important information about your RAC Breakdown Cover

- This **RAC Breakdown Cover** is intended to offer services relating to the **breakdown of vehicles**. Based on the information provided this **RAC Breakdown Cover** meets the demands and needs of those who wish to ensure the risk of the **breakdown of vehicles** is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **breakdown of vehicles** are met.
- Some sections of cover are optional. Please make sure this is correct.
- There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.
- All requests for service must be made directly to the **RAC**.

Your RAC Breakdown Cover consists of:

1. A **Breakdown Policy** – one or more contracts of insurance between **you** and the insurers - depending on the type of cover:

- a) **RAC** Motoring Services provides insurance for Sections A, B and C; and
- b) **RAC** Insurance Limited provides insurance for all other Sections.

A premium is payable for contracts of insurance which will be made clear to **you** in advance of purchase.

2. The cost of cover will be detailed in **your main motor insurance** policy along with any other charges payable. These will be made clear in advance of purchase and provided to **you** by **M&S Car Insurance** following purchase.

Policy type

This **RAC Breakdown Cover** covers **you** as a **driver** or a passenger in any **vehicle**. **You** can add up to 4 additional drivers to this **RAC Breakdown Cover** if their usual residence is **your home**. The drivers covered under this **RAC Breakdown Cover** are shown on **your statement of insurance**.

This **RAC Breakdown Cover** also covers the vehicle, as shown on **your statement of insurance**, whoever is driving.

Policy Period

The **RAC Breakdown Cover** will start on the **start date** and end after the **expiry date**.

Limits of Cover

Cover under this **RAC Breakdown Cover** is subject to limits on:

1. When a **claim** can be made:
 - a) no **claim** is permitted under section A if the **breakdown** occurred prior to purchasing this **RAC Breakdown Cover**;
 - b) no **claim** is permitted under sections B to E within 24 hours of the initial **start date** of the **RAC Breakdown Cover**, nor within 24 hours of any upgrade to an upgraded section;
 - c) in order to make a **claim** under Section C (Recovery) the **RAC** must have first attended under Section A (Roadside); and
 - d) in order to make a **claim** under Section D, the **RAC** must have first attended under Section A (Roadside) or B (At Home).
2. The number of **claims** that can be made per **policy year** whether under a particular section, or as a whole, one **claim** means one request for service or benefit for cover under any section of this **RAC Breakdown Cover**, regardless of who makes the **claim**;
3. The amount that is covered for certain types of **claim** or for certain sections, as set out in this **RAC Breakdown Cover**.

Reimbursement

Under some sections, **you** may need to pay for the service up front and **claim** this back from the **RAC**. To do so, please visit www.rac.co.uk/reimbursementclaimform. If **you** have any queries please contact **Claim** Form Requests on 0330 159 0337. Please send your completed **claim** form with

proof of payment (such as a receipt) to Breakdown Customer Care. The **RAC** may ask **you** to supply original documents.

Hire Car Terms

Certain sections of this **RAC Breakdown Cover** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

Covered.

1. In the **UK**, the **RAC** will try to find a hire car close in size to **your vehicle**, where **your vehicle** is a car, or a replacement van where **your vehicle** is a van but cannot guarantee this and may offer more than one hire car. The **RAC** will provide a hire car for one day;
2. In **Europe**, the **RAC** will try to find a hire car close in size to **your vehicle** but cannot guarantee this and may offer more than one hire car. The **RAC** will provide a hire car for up to 14 days or until **your vehicle** has been fixed if sooner;
3. If **you** are not eligible for a hire car arranged by the **RAC** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have points on your licence), and **you** choose to hire a car yourself, let the **RAC** know before **you** hire a car and then provided the **RAC** have agreed the cost, the **RAC** will **reimburse you** up to £35 per day;
4. Where the **RAC** arrange a hire car the **RAC** will pay the insurance and collision damage waiver (this covers the cost of damage but **you** would still need to pay the excess).

Not Covered

1. The **RAC** will not provide any specific car type, model or accessories, including tow bars.
2. The **RAC** will not provide the hire of minibuses, motorhomes or motorcycles;
3. Crossing a border from one country to another, unless agree with the **RAC** and permitted by the hire car provide. **You** may need to change vehicles;
4. The **RAC** will not provide **breakdown** cover for the hire car; and
5. Any cost of:
 - a) delivery and collection of the car hire and any fuel used;
 - b) fuel while using the car hire;
 - c) a trailer to transport **your** motorcycle; or
 - d) any insurance excess and additional costs.

Your Cover

Section A. Roadside

RAC Breakdown Cover includes cover for Roadside.

Covered

If the **vehicle breaks down** within the **UK** more than a quarter of a mile from **your home**, the **RAC** will:

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If the **RAC** are unable to repair the **vehicle** at the roadside, the **RAC** will recover the **vehicle** and **passengers** to a destination chosen by the **driver** up to a maximum of 10 miles from the **breakdown**;

If the **RAC** recover the **vehicle** to a garage, the **RAC** will **reimburse you** for taxi costs for **passengers** to continue the **journey** to a single destination within 20 miles.

Caravans or Trailers

If a **caravan** or **trailer breaks down** within the **UK** more than a quarter of a mile from **your home**, the **RAC** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair.

The **RAC** will not provide any other cover under this **RAC Breakdown Cover** if a **caravan** or **trailer breaks down**. However if a **vehicle** breaks down and there is a **caravan** or **trailer** attached to it the **RAC** will recover the **caravan** or **trailer** as well.

Not Covered

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than the **RAC**;
3. Any **breakdown** resulting from a fault that the **RAC** have previously attended and:
 - a) the original fault has not been properly repaired; or
 - b) **our** advice after a temporary repair has not been followed;
4. Recovery for **caravans** or **trailers** if the **caravan** or **trailer breaks down**.

Section B. At Home

RAC Breakdown Cover includes cover for At Home.

Covered

The **RAC** will provide the same cover as the "Covered" part of Section A (Roadside) if **your vehicle breaks down** at, or within a quarter of a mile of, **your home**.

Not Covered

Please see the "Not Covered" part of Section A (Roadside), which also applies here.

Section C. Recovery

RAC Breakdown Cover includes cover for **Recovery**.

Covered

If the **RAC** are unable to repair the **vehicle** under

Section A (Roadside), the **RAC** will recover the **vehicle** from the **breakdown** location to:

1. A local garage; or
2. A single destination chosen by the **driver** within the **UK**. For long distances the **RAC** may use more than one recovery vehicle.

Please note: recovery must be arranged with the **RAC** while the **RAC** are at the scene.

Not Covered

1. Please see the "Not Covered" part of Section A (Roadside), which also applies here;
2. Tyre faults where the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle's** manufacturer or a locking wheel nut;
3. A second recovery owing to the intended original destination being closed or inaccessible.

Section D. Onward Travel

Please refer to the **Review Benefits of your Policy Section** which sets out whether this **RAC Breakdown Cover** includes cover for Onward Travel.

If the **RAC** attend a **breakdown** under Sections A (Roadside) or B (At Home) and cannot fix the **vehicle** on the same day, the **RAC** will help the **driver** by making arrangements to allow the continuation of the journey. The **driver** can choose one of the following options, subject to availability:

1. Hire Car;
2. Alternative transport; or
3. Overnight accommodation.

1. Hire Car

Covered

Please see Hire Car terms.

Hire Cars must be arranged with the **RAC** within 24 hours of the time of **breakdown**.

2. Alternative transport

Covered

If the **driver** would prefer to continue the journey by air, rail, taxi or public transport, the **RAC** will **reimburse you** for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less.

3. Overnight accommodation

Covered

The **driver** may decide that waiting for the **vehicle** to be fixed is best. The **RAC** will arrange one night's bed and breakfast accommodation, up to a value of £150 per person or £500 for the whole party, whichever is less.

4. Assistance in a medical emergency

Covered

The **RAC** will also help if the **driver** or one of the **passengers** suddenly or unexpectedly falls ill and needs medical help before the end of the journey. The **RAC** will help to:

1. book one night's bed and breakfast accommodation for the **driver** and **passengers** if the hospital is more than 20 miles from **home**. the **RAC** will **reimburse you** up to £150 per person or £500 for the whole party; and
2. arrange to get the patient **home** or to a local hospital as soon as they are fit to travel.

Not Covered

The **RAC** will not assist the **driver** where they or one of the **passengers** is taken ill during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

Section E. European Motoring Assistance

Please refer to the **Review Benefits of your Policy Section** which sets out whether this **RAC Breakdown Cover** includes cover for European Motoring Assistance.

Limits of cover

The cover under Section E is subject to an aggregate overall limit of £2,500 per call out and 3 call-outs per annum and is subject to the further limits of cover in respect of each type of cover.

Section E1: Onward travel in the UK

Covered

If the **RAC** attend a **breakdown** under Section A or C and cannot fix the **vehicle** by **your planned departure date** and **you** are within 24 hours of your **planned departure date** the **RAC** will arrange a hire car for the continuation of your European journey for up to 14 consecutive days in total;

Not Covered

Requests following a **road traffic collision**.

Section E2: Roadside assistance in Europe

Covered

If the **vehicle breaks down** or is involved in a **road traffic collision in Europe** during a **European journey**, the **RAC** will send help to either:

1. Repair the **vehicle** at the roadside. This could be a

permanent or temporary repair; or

2. If the **RAC** are unable to repair the **vehicle** at the roadside, the **RAC** will:
 - a. recover the **vehicle** and **passengers** to a local garage for fault diagnosis on the **vehicle**;
 - b. pay for the initial fault diagnosis to find the next course of action;
 - c. contribute towards the garage labour charges up to £150 when the **vehicle** can be repaired on the same day;
 - d. help **you** purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
 - e. the **RAC** will also relay any urgent messages from the **driver** to a contact of **their** choice.

Not Covered

1. Repair costs, including garage labour charges:
 - a. if the **vehicle** was in a **road traffic collision**; or
 - b. if the **vehicle** repair costs will be more than its **market value**.
2. The costs of any parts.

Note: By claiming under this section **you** are authorising the **RAC** and the garage to undertake fault diagnosis.

Section E3: Onward travel in Europe

Covered

If the **vehicle** has a **breakdown** or is involved in a **road traffic collision** during a **European journey** in **Europe** and the **RAC** establish that the repairs cannot be completed within 12 hours, the **RAC** will help the **driver** by making arrangements for the **passengers** to continue the European journey. The **driver** can choose either:

1. Alternative transport; or
2. Additional accommodation expenses.

1. Alternative transport

Covered

1. A hire car as a replacement until the **vehicle** has been fixed, up to 14 consecutive days; or
2. A standard class ticket up to £125 per person and £1,500 in total for travel by air, rail, taxi or public transport.

2. Additional accommodation expenses

Covered

The **RAC** will arrange and pay for additional accommodation expenses if **you** are unable to use your pre-arranged accommodation up to £30 per person per day up to a maximum of £500 for all **passengers**.

Not Covered

Accommodation where the **driver** has suitable alternative accommodation that can be used. Cover under this section will stop once:

1. The **vehicle** has been repaired to a roadworthy condition; or
2. The decision to bring the **vehicle home** is made by the **RAC** or your motor insurer; or
3. Once the **RAC** establish that the repair costs to the **vehicle** exceed its **market value**.

Once the **driver** is notified of cover ending, if they have a hire car, it must be returned to the place agreed with the **RAC** within 24 hours. The **driver** can keep the hire car for longer if **you** agree this with the **RAC** first and pay for it.

Getting your passengers home

The **RAC** will provide alternative transport as above to get the **passengers** back **home** if:

1. The **vehicle** is brought back **home** under Section E4; or
2. Once the **RAC** establish that the repair costs to the **vehicle** exceed its **market value** under Section E4.

Section E4: Getting your vehicle home

Covered

If the **RAC** attend a **breakdown** or a **road traffic collision** in **Europe** under Section E2 and the **vehicle** cannot be repaired before the **drivers** planned return to the **UK**, the **RAC** will arrange and pay for:

1. Recovery of the **vehicle** to a single destination of the **drivers** choice within the **UK**; and
2. Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **UK**; or
3. If the **vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the **vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, the **RAC** will pay the cost of the import duty;
5. Reimbursement for a hire car in the **UK** once the **RAC** have brought the **passengers home** under Section E3 until the **vehicle** is brought back to the **UK** for one day.

The **RAC** will take the **passengers** in the **vehicle home** under Section E3 (Onward Travel in Europe).

It is the **RAC's** decision whether to get the **broken down vehicle home** or have it repaired locally, the **RAC** will follow your motor insurer's decision whether to get the **vehicle home** or have it repaired locally

following a **road traffic collision** covered by your motor insurance.

Not Covered

- Any costs:
 - if the **vehicle** is **beyond economical repair**;
 - covered under **your** motor insurance;
 - relating to storage once **you** have been notified that the **vehicle** is ready to collect; and
 - relating to any costs incurred as a result of actions or omissions of your motor insurers;
- The **RAC** will not take the **vehicle** back home if:
 - the **vehicle** is roadworthy; or
 - a customs officer or other official finds any contents in **your vehicle** that are not legal in that country;
- Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**;
- The **RAC** will not cover the costs of fuel, insurance or meals;
- The **RAC** will only cover costs under this section up to the **market value**, so if **you** want the **RAC** to bring the **vehicle home** and the costs of bringing the **vehicle home** exceed this amount **you** will need to pay any costs above this amount before the **RAC** make arrangements.

Important

- Following authorisation by the **RAC**, it can take up to 14 working days for the **vehicle** to be delivered back to the **UK**. At busy times and from some countries it may take longer.
- If the **RAC** do not bring the **vehicle** back to the **UK**, **you** will have 10 weeks in which to advise the **RAC** of how **you** wish to recover or dispose of it. If **you** do not contact the **RAC** within 10 weeks the **RAC** will dispose of it at your cost.

Section E5: Vehicle break-in emergency repairs

Before claiming under this section the break-in must be reported to the police within 24 hours in order to obtain a crime reference number.

Covered

If the **vehicle** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown** the **RAC** will **reimburse you**, up to £175 for:

- immediate emergency costs incurred in order to continue the **European journey**; or
- the costs of recovering the **vehicle** to a local repairer to ensure the **vehicle** is secure and roadworthy.

Not Covered

- The cost of any parts; or
- Any benefits under any other section of this **RAC Breakdown Cover**.

Section E6: Replacement Driver

Covered

Although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, if the **driver** suddenly or unexpectedly falls ill during the **European journey** in **Europe**, meaning they are unable to drive, the **RAC** will provide a replacement **driver** to allow the **European journey** to continue or return **home**. The **RAC** will require written confirmation from the treating hospital or medical expert that the **driver** is unable to drive.

Not Covered

- If there is another qualified driver who is a **passenger** and who is fit and legally able to drive the **vehicle**.
- Any benefits under any other section of this **RAC Breakdown Cover**.

General conditions for Section E

- The **RAC** will not cover any **call-out** for any repairs to a **vehicle** which are not essential in order to continue the **European journey**;
- Any **claim** which the **driver** could make under any other insurance policy. If the value of the **call-out** is more than the amount which can be recovered under another policy the **RAC** may pay the difference, subject to the limits as set out in this **RAC Breakdown Cover**;
- You** must make sure the **vehicle** meets all relevant laws of the countries visited during a **European journey**;
- How the exchange rate is calculated:
 - Any costs incurred directly by the **RAC** in a currency other than GBP will be converted to GBP at the exchange rate used by them at the time;
 - Costs incurred by **you** in a currency other than GBP which are recoverable will be converted to GBP either:
 - at the exchange rate used by the credit or debit provider; or
 - at the exchange rate used by the **RAC** when your **claim** form is received if **you** paid in cash;
- The **RAC** will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between **you** and the garage / repairer.
- When a hire car, taxi, hotel or similar benefit is arranged under this **RAC Breakdown Cover**, the **RAC** will always try to find a suitable option that is available at the time, however:
 - the **RAC** are not responsible for the quality or service of each individual hotel, train or taxi booked; and
 - for hire cars, whilst reputable companies are used,

the **RAC** are unable to and cannot be responsible for checking the condition of each **vehicle** or the quality of service provided by each company;

7. If, following a **breakdown**, the **vehicle** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in the reasonable opinion of the **RAC** that would lead to additional costs being incurred, the **RAC** reserve the right to refuse to provide cover under section E3 (Onward travel in **Europe**) or section E4 (Getting your vehicle home);

8. If the **breakdown** or **road traffic collision** is caused by flooding brought about by adverse weather the **RAC** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be an additional cost paid by **you**, or must be referred to the **vehicle's** motor insurer;

9. In handling **breakdown call-outs** there may be more than one option available to **you** under this **RAC Breakdown Cover**. The **RAC** will decide which is the most appropriate option based on the expertise of the **RAC** in **breakdown** situations. In doing so the **RAC** will act in consultation with **you**, and act reasonably at all times;

10. This **RAC Breakdown Cover** does not cover:

- a) **vehicle** storage charges, other than under Section E4;
- b) call-outs if **you** are not carrying a serviceable spare tyre, tyre repair equipment provided by the manufacturer or a locking wheel nut;
- c) the hire of minibuses, motorhomes, motorcycles, **caravans**, **trailers** or vans;
- d) overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
- e) **breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion.

General Conditions

The following conditions apply to all sections of this **RAC Breakdown Cover**. If **you** do not comply the **RAC** can refuse cover and/or cancel your **RAC Breakdown Cover**.

1. **You** must pay **your** premium.
2. **You** must request services directly from the **RAC**, as the **RAC** will only provide cover if the **RAC** make arrangements to help **you**.
3. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **your RAC Breakdown Cover** will not cover this.
4. The **RAC** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.

5. Where the **RAC** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, the **RAC** will not provide cover.

6. A **driver** must be with the **vehicle** when the **RAC** attend.

7. **You** are responsible at all times for the care of your personal belongings, valuables, luggage and goods in or on a **vehicle**. The **RAC** will not be responsible for any loss of or damage to them.

8. Where the **RAC** recover **passengers** under the age of 16, they must be accompanied by an adult.

9. The **RAC** will not allow animals in their vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. The **RAC** will not be liable for any injury to animals, or damage caused by them. The **RAC** will not transport any livestock. The **RAC** will not be responsible for any costs relating to animals.

10. The **vehicle** must not carry more passengers than the number stated in the **vehicle's** registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.

11. Where the **RAC** provide a repair to the **vehicle**, whilst the **RAC** are responsible for that repair, this does not mean that the **RAC** are confirming the legal and roadworthy condition of the **vehicle**. This remains your responsibility.

12. The **RAC** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **RAC Breakdown Cover**. For example, the **RAC** will not pay for any loss of earnings or missed appointments.

13. The **RAC** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst the **RAC** will try to check that the garage will undertake the type of repairs required, the **RAC** cannot guarantee this. The **RAC** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.

14. During extreme weather, riots, war, civil unrest, industrial disputes, the **RAC's** services can be interrupted. They will resume their service to **you** as soon as they can in these circumstances.

15. The cost of the following is not covered by this **RAC Breakdown Cover**:

- a) **specialist equipment**;
- b) tolls, ferries or congestion charges for the **vehicle** and the **RAC's vehicle**;
- c) any damage to glass, including panoramic glass, even if the damage means the **vehicle** cannot be legally or safely driven. the **RAC** will arrange transport to a local garage so **you** can arrange to get the **vehicle** fixed but **you** will have to pay for this;
- d) spare tyres and wheels and repairing or sourcing them;

e) recovery by someone other than **RAC** even if this is requested by the emergency services; or
 f) the **RAC** will only provide recovery once instructed to do so by the emergency services.

16. In handling any **claim** there may be more than one option available to the **driver** under this **RAC Breakdown Cover**. The **RAC** will decide which is the most appropriate option based on the expertise of the **RAC** in **breakdown** situations. In doing so the **RAC** will act in consultation with the **driver**, and act reasonably at all times.

17. The **vehicle** must be privately owned and only used for private use, including use for social, domestic and pleasure purposes and commuting to and from a permanent place of work and any business use other than hire and reward and/or courier services.

18. This **RAC Breakdown Cover** does not cover:

- a) **Your** vehicle servicing, maintenance or assembly of the **vehicle**;
- b) **caravan** or **trailers**, except as described under Section A;
- c) use of **your vehicle** for business, including for example demonstrating and/or carrying trade plates;
- d) **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal **race** events;
- e) **breakdowns** that occur off the public highway to which the **driver** or the **RAC** have no legal access;
- f) the **vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
- g) **vehicles** that are not in a roadworthy condition. If the **RAC** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, the **RAC** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy the **RAC** will provide service;
- h) any **claim** that is or may be affected by the influence of alcohol or drugs;
- i) any **breakdown** that is caused by or as a result of **vehicle** theft or fire; or
- j) any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to the **RAC** under a different policy.

19. If the **driver** is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is **their** responsibility to ensure that the record is accurate and complete, and the **RAC** will not be responsible for any errors or omissions.

Additional Benefits

The following are provided at no additional charge:

Service in the Republic of Ireland

If the **vehicle** has broken down in the Republic of

Ireland, the **RAC** will provide a Roadside attendance service only, as described under Section A (Roadside). If **your home** address is in Northern Ireland and **you** have purchased Section C (Recovery), the **RAC** will recover the **vehicle** to **your home**, or to another destination in Northern Ireland if the distance is less.

Urgent message relay

If the **vehicle** has broken down and the **driver** needs to get in touch with friends and family urgently, where possible the **RAC** will get a message to them.

Replacement driver

If the **driver** becomes ill during a journey in the **UK** and no one within the party can drive the **vehicle**, the **RAC** may be able to provide a replacement **driver**. This service is discretionary, and the **RAC** will decide whether or not to provide this service.

Additional services

The **RAC** can provide additional services that are not included in your **RAC Breakdown Cover** but the **RAC** will charge **you** for these, for example to:

1. Purchase the parts **you** need to get on **your** way;
2. Pay for **specialist equipment** to complete the repairs;
3. Extend the hire time for a replacement car;
4. Arrange a second or extended recovery; or
5. Attend a mis-fuel event.

If **you** need extra help, the **RAC** will agree the costs up front and will need full payment before the **RAC** can help. If **you** took out the **RAC Breakdown Cover**, **you** will be responsible for any additional charges so if the **RAC** help someone under your **RAC Breakdown Cover** and they cannot pay, the **RAC** will invoice **you**. This is why the **RAC** request proof of identity at the **breakdown**.

Cancellation of your RAC Breakdown Cover

You may cancel this **RAC Breakdown Cover** at any time by contacting Customer Services on the number shown on **your main motor insurance** policy documents. For further details on the refund of premiums due, please read the 'Cancellation Fee' section in the Important information about Our Insurance Intermediary Services document. This policy must run alongside **your main motor insurance** policy, therefore, if **you** or **M&S Car Insurance** cancel the main policy that cancellation will also automatically apply to this **RAC Breakdown Cover** and cover will cease from the date of cancellation.

Cancelling your policy within the first 14 days

You may cancel this **RAC Breakdown Cover** within 14 days of receiving your policy documents. **M&S Car Insurance**, on receipt of this confirmation, will refund a percentage of the premium in proportion to the period of cover left unused.

Cancelling your policy after the first 14 days

After the 14 day period, **you** may cancel this **RAC Breakdown Cover**. Cancellations must be made by contacting **M&S Car Insurance**. **You** will receive a pro-rata refund of premium if no **claims** have been made. If any **claims** have been made then no refund of premium will be given.

Our right to cancel

The **RAC** may cancel the **RAC Breakdown Cover** in the event of misuse of this **RAC Breakdown Cover**.

Where the **RAC** cancel your **RAC Breakdown Cover** no refund of premium will be given.

Misuse of RAC Breakdown Cover

Each **driver** must not:

1. Behave inappropriately towards the **RAC**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade the **RAC** into a dishonest or illegal act;
3. Omit to tell the **RAC** important facts about a **breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by your **RAC Breakdown Cover** to try and obtain a service under this **RAC Breakdown Cover**;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, the **RAC** may:

1. Refuse to provide any services to **you** under this **RAC Breakdown Cover** with immediate effect;
2. Immediately cancel this **RAC Breakdown Cover**; and
3. Refuse to sell any **RAC Breakdown Cover** or services to **you** in the future.

The **RAC** may also take any of the additional steps as set out above if any **claim** is found to be fraudulent in any way, and the **RAC Breakdown Cover** will be cancelled with effect from the date of the fraudulent act, and the fraudulent **claim** forfeited. The **RAC** will not refund any premium. The **RAC** will notify **you** in writing if the **RAC** decide to take any of the above steps.

Renewal of RAC Breakdown Cover

A new **RAC Breakdown Cover** may be issued when **you** renew your main motor insurance policy.

Changes to your details

You must let **M&S Car Insurance** know immediately if **you** need to change anything on your **RAC Breakdown Cover**.

M&S Car Insurance can be contacted by phone, post, or email. Please see Contact Information.

If **you** change **your vehicle** **you** must call **M&S Car Insurance** to update your details. If **you** do not, **you** may not be covered.

The **RAC** will not change your **RAC Breakdown Cover** into someone else's name. If **you** cancel your **RAC Breakdown Cover** for any reason, the whole **RAC Breakdown Cover** will be cancelled and others on your **RAC Breakdown Cover** will no longer be covered by the **RAC**.

All communications from **M&S Car Insurance** or the **RAC** shall be deemed duly received if sent to your last known address.

Complaints

The **RAC** are committed to providing excellent service. However, the **RAC** realise that there are occasions when **you** feel **you** did not receive the service **you**

expected. If **you** are unhappy with the services relating to this **RAC Breakdown Cover** such as services at or following a **breakdown**, or the included benefits please contact the **RAC** as follows:

	Telephone	In Writing
Breakdown related Complaints	0330 159 0337	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN Breakdowncustomercare@rac.co.uk
Sales and administration Complaints	0344 412 2157	M&S Car Insurance Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BG

Financial Ombudsman Service

	Telephone	In Writing
In the event that the RAC cannot resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service at the following address:	0800 023 4567 or 0300 123 9123	The Financial Ombudsman Service Exchange Tower London E14 9SR complaint.info@financial-ombudsman.org.uk www.financial-ombudsman.org.uk
The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with the RAC.		
Using this complaints procedure will not affect your legal rights.		

Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, **you** may be entitled to 90% compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, or by writing to:

Financial Services Compensation Scheme
10th Floor,
Beaufort House,
15 St Botolph Street,

London
EC3A 7QU

The cover provided by **RAC** Motoring Services under this **RAC Breakdown Cover** is not covered by the FSCS.

Breakdown cover provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Ltd (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Law

The parties are free to choose the law applicable to this **RAC Breakdown Cover**. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions (including this **RAC Breakdown** and other information relating to this contract will be in English.

Your Data

Data protection statement

This section provides a summary of how **RAC** uses **your** information. For full details about **RAC's** use of **your** data, please visit [rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy](https://www.rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy).

You can contact the Data Protection Officer for **RAC** by emailing dpo@rac.co.uk or writing to Data Protection Officer, **RAC** Great Park Road, Bradley Stoke, Bristol BS32 4QN.

What data will **RAC** use?

There are three types of information about **you** which **RAC** will use to provide **your RAC Breakdown Cover**:

1. Personal data: Information which potentially identifies **you**. This includes **your** name, address, email address, telephone number and date of birth.
2. Non-personal data: information about **you** that is not personal such as information about **your vehicle**.
3. Special category data: In very limited circumstances, **RAC** will collect special category data such as information relating to **your** health. **RAC** will only ask for this information when necessary and in accordance with data protection laws.

How **RAC** collects your data

RAC obtains **your** data from **you** when **you** contact them directly. **RAC** also obtains **your** data from **M&S Car Insurance** when **you** purchase this **RAC Breakdown Cover** and/or if **you** report a new claim to **M&S Car Insurance** in relation to this **RAC Breakdown Cover**.

How **RAC** uses your data

RAC will use **your** data for the administration of **your RAC Breakdown Cover** such as when **you** require assistance. **RAC** also monitors and records any communications with **you** including telephone conversations and emails for quality and compliance reasons.

RAC may disclose **your** personal data to third parties involved in providing products and services or to service providers who perform services on their behalf.

Your rights

You have a number of rights relating to **your** personal data. For information about **your** rights **you** can visit [rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy](https://www.rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy), contact **RAC's** Data Protection Officer or contact their Customer Service Team by:

1. Telephone: 0330 159 0337
2. Email: membershipcustomer@rac.co.uk
3. Post: **RAC** Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN

Third Party Rights Act

The parties to this contract are **You** and **Us**. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation of this contract, nor any supplemental or ancillary agreement, shall create any such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.

Motor Legal Protection Policy

This cover is applicable only if the Schedule shows that Motor Legal Protection cover is included. The Motor Legal Protection Policy provides 4 independent sections of cover:-

Section 1 - Uninsured Loss Recovery

Section 2 - Replacement Vehicle and Vehicle Repair

Section 3 - Motor Prosecution Defence

Section 4 - Motor Legal Helpline

The High Level Summary of Cover is shown below and you will find the Detailed Policy Wording on the following pages.

High Level Summary of Cover

This details the high level summary for each section of your Motor Legal Protection Policy.

How to make a claim

Sections 1 and 2 - To make a claim under sections 1 and 2 of this Motor Legal Protection Policy please call our claims line 0344 412 2160 - 24 hours a day 365 days a year.

Sections 3 and 4 - To make a claim under sections 3 and 4 of this Motor Legal Protection Policy please call our claims line 0344 858 6872 - 24 hours a day 365 days a year.

Section 1 - Uninsured Loss Recovery

What is covered under this section of the policy?

If you have had an accident that wasn't your fault, we can instruct a solicitor to act on your behalf and attempt to claim compensation for your uninsured losses including any personal injury. This section provides cover for your legal expenses incurred in pursuing your claim.

What Are Uninsured Losses?

These are losses which you, your driver or passengers incur as a result of an accident which was not their fault that are not covered under any insurance policy. Losses can include your policy excess, loss of earnings, compensation for any injuries or vehicle hire charges. Other losses could include your vehicle repair costs, medical fees, compensation for the loss of use of your vehicle, damage to personal belongings, vehicle recovery, storage charges and out of pocket expenses.

Significant features and limitations of this section of the policy

- Cover is provided up to a maximum of £100,000 for legal expenses.
- Any claims must be reported within 180 days of the accident.
- The identity of the third party must be known and they must have held valid motor insurance at the time of the accident.
- There must be reasonable prospects of success against the third party.

- The estimated legal costs for the claim must not exceed the estimated value of the claim.

Section 2 - Replacement Vehicle and Vehicle Repair

What is covered under this section of the policy?

In addition to the cover provided under this policy, if you have had an accident that wasn't your fault, you may be entitled to an alternative hire vehicle that may be an equivalent type to your own whilst yours is off the road and we may be able to arrange to have your vehicle repaired and provide you with up to 12 months interest free credit on the repairs made.

Significant features and limitations of this section of the policy

- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.
- Any replacement vehicle is subject to the terms and conditions of the replacement vehicle provider.
- Any claims must be reported within 14 days of the incident.

Section 3 - Motor Prosecution Defence

What is covered under this section of the policy?

If you are facing suspension or disqualification of your driving licence, we can instruct a solicitor to act on your behalf. This section provides cover for your legal expenses incurred in defending your legal rights.

Significant features and limitations of this section of the policy

- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.
- Cover is provided up to a maximum of £20,000 for legal expenses.
- Cover is provided if you are facing suspension or disqualification of your driving licence.
- There must be reasonable prospects of avoiding a suspension or disqualification.
- Cover does not include any fines and penalties.
- Cover excludes any charges relating to alcohol and/or drugs.

Section 4 - Motor Legal Helpline

What is covered under this section of the policy?

If you require legal advice relating to a motoring issue, our helpline is here to assist.

Significant features and limitations of this section of the policy

- Provision of advice on motoring legal problems.
- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.

Detailed Policy Wording

This details the full policy wording for each section of your Motor Legal Protection Policy.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in **bold** in this Motor Legal Protection Policy:

Word	Definition
ACM	Means ACM ULR Limited, whose role is to administer this policy.
Alternative Hire Vehicle	Means a vehicle provided to the Insured under a credit hire agreement.
Claim	Means a civil claim for damages for any Uninsured Loss arising out of an Insured Event .
Conditional Fee Agreement / Damages Based Agreement	An agreement between You and the Solicitor which sets out the terms under which the Solicitor will charge You for their own fees.
Court	Means a court or tribunal in the United Kingdom (excluding the Isle of Man and the Channel Islands) where the Litigation is proceeding.
Insured	The person, firm or company to whom this policy has been issued and who has paid the premium.
Insured Event	Means a road traffic accident arising from the negligence of a Third Party .
Insured Liability	Your legal obligation to pay Third Party Costs , Own Solicitor's Costs and Own Disbursements which We have agreed to provide cover for up to the Limit of Indemnity .
Insured Vehicle	The motor car, motorcycle or commercial vehicle specified in the underlying policy of motor insurance taken out by the Insured , including any caravan, sidecar or trailer properly constructed to be towed by such a vehicle and attached to it by normal means.
Legal Costs and Expenses	Solicitor's costs and expenses incurred in defending the legal rights of the Insured .
Limit of Indemnity	Is the maximum sum that the Underwriter will pay in total in respect of Your Insured Liability in relation to the Litigation subject always to the maximum amount of £100,000.
Litigation	All work reasonably undertaken by the Solicitor to pursue Your Claim and work to have been undertaken with the approval of the Underwriter and subject to the jurisdiction of the Court .
Motor Vehicle Insurance Policy	Means the vehicle insurance policy issued to the Insured in compliance with the Road Traffic Act.
Order	Means an order made by the Court in connection with the Litigation .
Own Disbursements	Means Your liability for the following, reasonably and proportionally incurred, expenses for: Medical records, DVLA search fees, police accident report, experts reports, court fees, witness expenses and such other fees required for the proper advancement of the Litigation as We agree.

Own Solicitor's Costs	The reasonable and proportionate but irrecoverable costs incurred by the Solicitor on a standard basis which You have to pay but excluding any percentage uplift applied to those costs under any Conditional Fee Agreement or any fee charged based on a percentage of the damages You recover under a Damages Based Agreement .
Period of Insurance	Means the period during which the Motor Vehicle Insurance Policy is in force.
Prospects of Success	The reasonable prospects, which are considered to be a 51% or better, of making a successful recovery from the Third Party and where Your Claim outweighs Your Own Solicitor's Costs and Your Own Disbursements of pursuing the Claim .
Solicitor	The appropriately qualified lawyer or legal representative appointed to act on behalf of You .
Special Territorial Limits	Means England, Wales, Scotland, Northern Ireland and Isle of Man.
Territorial Limits	Means the United Kingdom, countries in the EU, EEA, Andorra, Isle of Man, Channel Islands and Switzerland.
Third Party	Means the other person and/or party responsible for the Insured Event , excluding You .
Third Party Costs	Third Party legal fees, disbursements and expenses which You are ordered to pay by a Court or which, with Our approval, You : a) Agree to pay; or b) Become liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or c) Become liable to pay as a result of rejecting a Part 36 offer but then going on to recover less than the offer, provided that such rejection was in accordance with the advice of Your Solicitor and agreed by Us ; or d) Become liable to pay by discontinuing the Litigation under Part 38 of the Civil Procedure Rules.
Underwriter	RAC Insurance Ltd, who underwrites Section 1 and Section 3 of the Motor Legal Protection Policy.
Uninsured Loss	Means any loss sustained by You arising out of an Insured Event where such loss is recoverable from the insurers of the Third Party .
We, Us, Our	Means ACM and/or the Underwriter where appropriate.
You / Your	The Insured and any authorised driver of or passenger carried in or on the Insured Vehicle , or their legal representatives in the event of death.

Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the policy commencement date.

Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders.

If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.

The headings in this policy are for reference only and shall not be considered when determining the meaning of this policy.

Section 1 - Uninsured Loss Recovery

This section is underwritten by RAC Insurance Ltd and administered by ACM ULR Limited.

1. What is Covered

- 1.1 The **Underwriter** will indemnify **You** against **Your Insured Liability** for any **Claim** against a **Third Party** arising from or out of:
- Uninsured Loss – Any financial losses **You** suffer as a result of an **Insured Event** and which **You** are not insured for under any other policy of insurance.
 - Personal Injury - **Your** death or personal injury suffered as a result of an **Insured Event**.
- 1.2 The **Underwriter** will indemnify **You** against **Your Insured Liability** in relation to the above, subject to:
- The **Insured Event** taking place within the **Territorial Limits** and within the **Period of Insurance**;
 - The **Litigation** having **Prospects of Success**;
 - The maximum sum **We** pay not exceeding the **Limit of Indemnity**; and
 - The terms and conditions of this policy.

2. What is not Covered

In addition to the points listed below, please read paragraph 2 'What is not Covered' of the General Terms and Conditions.

- 2.1 Any **Third Party Costs, Own Solicitor's Costs and Own Disbursements** incurred prior to **Our** confirmation of indemnity being granted to **You** under this policy.
- 2.2 Any appeal against any **Order** made in the **Litigation**.
- 2.3 **Own Solicitor's Costs** to the extent that the hourly rate of a solicitor chosen by **You** exceeds the rates set out in **Our** Non-panel Solicitor Terms and Conditions.
- 2.4 Any **Claim** where the **Third Party** cannot be traced or does not hold valid motor insurance at the time of the accident.
- 2.5 Any **Claim** not reported to **Us** within 180 days of the occurrence of the **Insured Event**.
- 2.6 Any **Claim** or counter claims made against **You** by the **Third Party**.
- 2.7 Any legal proceedings dealt with by a court or other body, outside the United Kingdom and/or to which **We** have not agreed.

3. General Conditions

Conduct of the Litigation

- 3.1 **We** can attempt to settle **Your Claim** arising from the **Insured Event** prior to the appointment of a **Solicitor** or the start of **Litigation**.

- 3.2 **We** can take over conduct of the **Litigation** at any time in **Your** name.
- 3.3 **We** can issue **Court** proceedings for the **Underwriter's** benefit in **Your** name to recover any payments **We** or the **Underwriter** have made under this policy.
- 3.4 **We** may at **Our** discretion discharge all liabilities to **You** by paying a sum equal to the losses claimed subject always to such sum not exceeding the **Limit of Indemnity**.
- 3.5 Where proceedings are to be commenced in respect of an **Insured Event** occurring within the **Territorial Limits** and outside of the United Kingdom, the **Solicitor** shall initiate proceedings within the courts of the United Kingdom only.

Your Obligations

- 3.6 **You** must report all **Claims** to **Us** without delay and not later than 180 days after the **Insured Event**.
- 3.7 For **Claims** being decided by a **Court** in England and Wales, **You** will be required to enter into a **Conditional Fee Agreement** with the **Solicitor** under which if **You** lose **Your Claim** **You** will not be required to pay their fees, provided **You** have complied with the terms and conditions of the **Conditional Fee Agreement**.
- 3.8 The **Litigation** must be conducted in a manner such that **Your Insured Liability** is reasonable and proportionate to **Your Claim**.
- 3.9 **You** must co-operate with **Us** at all times and forward any communications received in connection with an **Insured Event** to **Us** without delay and supply **Us** with any information **We** require.
- 3.10 **You** must co-operate with the **Solicitor** including giving such instructions as **We** require and keep the **Solicitor** and **Us** fully informed of any developments or material changes in circumstances that may affect the progress or settlement of the **Litigation**.
- 3.11 **You** must advise **Us** immediately of any offers of payments to settle the **Litigation**.
- 3.12 **You** must not accept any offer of payment or enter into settlement negotiations without **Our** express agreement.
- 3.13 **You** must co-operate fully with **Us** to assist **Us** to recover any payments **We** have made on **Your** behalf in respect of **Your Insured Liability**.
- 3.14 **You** must adhere to the terms and conditions of this policy at all times. If **You** make any **Claim** under this policy which is fraudulent or false or where there is collusion between **You** and the **Third Party** or any witness this policy shall be declared void and shall no longer apply.

3.15 **You** must not act dishonestly, exaggerate or otherwise attempt to mislead **Us, Your Solicitor** or anyone else in relation to **Your Claim** and if **You** do so then this policy shall be declared void and shall no longer apply.

4. Representation

- 4.1 **We** have the right to make investigations into the case.
- 4.2 Where appropriate **We** will pass the **Claim** to a **Solicitor** to be dealt with. They will be instructed in **Your** name and may negotiate and settle the **Claim** for losses arising from the **Insured Event** on **Your** behalf.
- 4.3 Where **Court** proceedings are necessary or where it is otherwise required, the legal representative will be a solicitor chosen by **Us**. If **You** wish to appoint **Your** own solicitor **You** must notify **Us** in writing and provide details of the firm and the individual solicitor at that firm that **You** intend to instruct. **We** will make contact with the individual solicitor to obtain written confirmation of their qualifications and expertise. The solicitor must sign **Our** Non-panel Solicitor Terms and Conditions and they will be under a duty to minimise the costs of any **Litigation**.
- 4.4 Once **Your** chosen solicitor has signed **Our** Non-panel Solicitor Terms and Conditions, they will become the **Solicitor** subject to the terms and conditions of this policy and **Our** Non-panel Solicitor Terms and Conditions. **You** must not change the **Solicitor** without **Our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to **Your** rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

5. Terms applicable to Own Solicitors Costs and Own Disbursements

- 5.1 **We** shall only be liable to pay **Own Solicitor's Costs** and **Own Disbursements** after the conclusion of the **Litigation**.
- 5.2 **We** shall only be liable to pay **Own Solicitor's Costs** and **Own Disbursements** to the extent that **You** do not recover **Own Solicitor's Costs** and **Own Disbursements** from the **Third Party** following a detailed or summary assessment or as part of any settlement which is attributed by the settlement agreement or **Order** as to **Own Solicitor's Costs** and **Own Disbursements**.
- 5.3 Any **Insured Liability** for **Own Solicitor's Costs** and **Own Disbursements** is subject to the following conditions:
- It is necessary to incur **Own Solicitor's Costs** and **Own Disbursements** in order to proceed with **Your** case and the costs are reasonable and proportionate in amount;

- Where **Own Solicitor's Costs** and **Own Disbursements** represent payment for the work of others (such as, but not limited to, expert witnesses), the work is monitored by **Your Solicitor** as it is carried out in order to ensure that it is necessary to proceed with the case and the costs are reasonable and proportionate in amount;
- You** will repay any **Insured Liability** for **Own Solicitor's Costs** and **Own Disbursements** if **We** pay them and they are subsequently recovered by **You** from the **Third Party**;
- We** shall not be liable to indemnify **You** for VAT on any **Insured Liability** if and to the extent that the VAT can be recovered;
- You** will not be entitled to indemnity if, without the **Underwriter's** approval, **You** conclude a settlement with the **Third Party** or discontinue the **Litigation** on terms which preclude **Your** recovery of **Own Solicitor's Costs** and **Own Disbursements**; and
- In the event of **You** appointing **Your** own solicitor **We** will only be liable to pay **Own Solicitors Costs** at the rate set out in **Our** Non-panel Solicitor Terms and Conditions. If the chosen solicitor charges an hourly rate in excess of the rate set out in **Our** Non-panel Solicitor Terms and Conditions **You** will be solely responsible for the shortfall.

6. Dual insurance

- 6.1 If **You** have another policy of legal expenses insurance that provides cover for **Your Claim** and **Litigation**, **We** will only cover **Our** proportionate share of the **Claim** and **Litigation** assuming that the other policy of legal expenses insurance had paid out in full.

7. Disputes

- 7.1 If **We** do not initially think there is a reasonable **Prospect of Success**, **We** will, at **Your** request, pay for **Your Claim** to be reviewed by **Us**, for a period of up to 3 hours to reassess the **Prospects of Success**.
- 7.2 Any dispute between **You** and **Us** in relation to **Your Claim** and/or **Litigation**, that has not been resolved as part of the complaints procedure within the Customer Satisfaction section, shall be referred to a single arbitrator who shall be a barrister mutually agreed upon by **You** and **Us** or, failing agreement, appointed by the Bar Council. The arbitration shall take place in London and shall take the form of written and/or oral submissions (at the discretion of the arbitrator). The decision of the arbitrator shall be final and binding. The arbitrator shall have the power to award costs (including his fee for conducting the arbitration) and any costs payable by **You** shall not be recoverable under this policy.

Section 2 – Replacement Vehicle and Vehicle Repair

This section is administered by ACM ULR Limited.

1. What is Covered

- 1.1 In addition to the cover provided by this policy, if the damage to the **Insured Vehicle** occurs within the **Special Territorial Limits**, **We** may be able to offer the following additional services, independently from this policy:
- **We** may be able to obtain an **Alternative Hire Vehicle** of an equivalent type, pending repair or replacement of the **Insured Vehicle**, if the damage prevents the **Insured Vehicle** from being driven and is caused by the negligent or wilful act of a **Third Party** who has the benefit of valid motor insurance and provided **We** have identified the **Third Party** and their insurers.
 - If the damage to the **Insured Vehicle** is caused by the negligent or wilful act of a **Third Party** who has the benefit of valid motor insurance then, provided **We** have identified the **Third Party** and their insurers and the **Insured Vehicle** can be repaired, **We** may be able to arrange to have the **Insured Vehicle** repaired and to provide **You** with up to 12 months interest free credit on the repairs made.

2. General Conditions

- 2.1 **You** must report the damage to the **Insured Vehicle** to **Us** within 14 days of the incident.
- 2.2 Provision of the **Alternative Hire Vehicle** is subject to the terms and conditions of the provider of the **Alternative Hire Vehicle**. These are available from the provider at the time the **Alternative Hire Vehicle** is provided or can be obtained from **ACM** on request.
- 2.3 **You** must provide any assistance required by **ACM** or any such representative in connection with the recovery of any costs incurred in connection with the provision of an **Alternative Hire Vehicle** from any **Third Party** at fault in connection with the incident giving rise to the damage to the **Insured Vehicle**, including permitting **ACM** or any such representative to take proceedings in **Your** name and/or assigning any rights against any such **Third Party** to **ACM** or its representative.
- 2.4 The **Alternative Hire Vehicle** provided will be a manual transmission vehicle unless **Your** driving licence only permits **You** to drive an automatic transmission vehicle in which case an automatic transmission vehicle will be provided.
- 2.5 **You** must produce **Your** original full valid driving licence and disclose any driving penalty notices or convictions before an **Alternative Hire Vehicle** will be provided.

- 2.6 **You** must provide valid credit or debit card details before an **Alternative Hire Vehicle** will be provided.
- 2.7 **You** will be responsible for any fuel costs, fares, fines and fees.
- 2.8 **You** must pay a security/fuel deposit when an **Alternative Hire Vehicle** is provided. This is refundable on return provided the **Alternative Hire Vehicle** is free from damage and has the same amount of fuel as when provided.
- 2.9 **You** can choose to upgrade to any vehicle other than the **Alternative Hire Vehicle** offered, but the costs of such upgrade will be **Your** responsibility.
- 2.10 No **Alternative Hire Vehicle** may be used outside the **Special Territorial Limits**.
- 2.11 **You** will be responsible for any hire costs if **You** fail to return the **Alternative Hire Vehicle** when requested to do so by the provider of the **Alternative Hire Vehicle**.

3. What is not Covered

In addition to the points listed below, please read paragraph 2 'What is not Covered' of the General Terms and Conditions.

Services will not be provided under this Section 2 in any case where:-

- 3.1 the damage to the **Insured Vehicle** took place prior to the **Period of Insurance**.

Section 3 – Motor Prosecution Defence

This section is underwritten by RAC Insurance Ltd and administered by ACM ULR Limited.

1. What is Covered

- 1.1 **We** will pay up to £20,000 in defending the legal rights of the **Insured** including an appeal against conviction or sentence after an event where the **Insured** receives a summons, a requisition for prosecution, or is charged and required to go to court which arises as a result of the **Insured** using the **Insured Vehicle** where:-
- The **Insured** is facing suspension or disqualification of their driving licence; and
 - The representative of the **Insured** considers that there are reasonable prospects of avoiding that outcome; and
 - The **Insured Vehicle** was being used within the **Special Territorial Limits**.

2. What is not Covered

In addition to the points listed below, please read paragraph 2 'What is not Covered' of the General Terms and Conditions.

- 2.1 If **We** consider that there is no realistic prospect of a disqualification or suspension, or of avoiding a disqualification or suspension.

- 2.2 Any **Legal Costs and Expenses** covered by **Your Motor Vehicle Insurance Policy**.
- 2.3 If **You** fail to provide **Us** with reasonable notice of a prosecution and **We** or **Your Solicitor** is unable to prepare in advance of any hearing.
- 2.4 If **We** have not agreed to the **Legal Costs and Expenses** involved in **Your** claim.
- 2.5 Prosecutions arising from or relating to any deliberate act of criminal damage, aggression or assault against another party by **You**.
- 2.6 Any fines, penalties, court costs, prosecution costs, victim surcharges or compensation awarded against **You** by a criminal court.
- 2.7 Any offences which are brought against **You** and for which **You** are alleged to be under the influence of alcohol and/or drugs, or any offences which are associated with or related to an alcohol and/or drugs offence.

3. General Conditions

- 3.1 **You** must co-operate with **Us** at all times and forward any communications received in connection with **Your** prosecution without delay and supply **Us** with any information **We** require.
- 3.2 **You** must co-operate with the **Solicitor** including giving such instructions as **We** require and keep the **Solicitor** and **Us** fully informed of any developments or material changes in circumstances.
- 3.3 **You** must not attempt to exaggerate or mislead **Us**, **Your Solicitor** or anyone else in relation to **Your** prosecution, otherwise this policy shall be declared void and no longer apply.

4. Representation

- 4.1 **We** have the right to make investigations into the case.
- 4.2 Where appropriate **We** will appoint a **Solicitor** to act on **Your** behalf.
- 4.3 If **You** wish to appoint **Your** own solicitor **You** must notify **Us** in writing and provide details of the firm and the individual solicitor at that firm that **You** intend to instruct. **We** will make contact with the individual solicitor to obtain written confirmation of their qualifications and expertise. The solicitor must sign **Our** Non-panel Solicitor Terms and Conditions and they will be under a duty to minimise the **Legal Costs and Expenses**.
- 4.4 Once **Your** chosen solicitor has signed **Our** Non-panel Solicitor Terms and Conditions, they will become the **Solicitor** subject to the terms and conditions of this policy and **Our** Non-panel Solicitor Terms and Conditions. **You** must not change the **Solicitor** without **Our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to **Your** rights under regulation 6

of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

Section 4 – Motor Legal Helpline

This section is administered by ACM ULR Limited.

1. What is Covered

- 1.1 If the **Insured** requires legal advice relating to a motoring issue, **Our** helpline is here to assist. This will cover advice relating to motoring legal problems arising within the **Special Territorial Limits**.

General Terms and Conditions Applicable to Sections 1, 2, 3 and 4

1. How to make a claim

- 1.1 Sections 1 and 2 - To make a claim under sections 1 and 2 of this policy please call our claims line 0344 412 2160 24 hours a day 365 days a year.
- Sections 3 and 4 - To make a claim under sections 3 and 4 of this policy please call our claims line 0344 858 6872 24 hours a day 365 days a year.

You will need to confirm the following:

- Policyholder's name and address
- Policy number

2. What is not Covered

In addition to the items listed in Sections 1, 2, 3 and 4, the following are also not covered under this policy:

- 2.1 Any **Claim** or service offered by this policy arising out of or relating to any deliberate criminal act or omission committed by **You**, or fines and penalties imposed by a criminal court.
- 2.2 Any **Claim** or service offered by this policy where the **Insured** does not hold a valid motor insurance policy and/or where the motor insurers are entitled to avoid cover under the **Motor Vehicle Insurance Policy**.
- 2.3 Any **Claim** or service offered by this policy where the **Insured** has not paid the premium.
- 2.4 Any **Claim** or service offered by this policy occurring from use of the **Insured Vehicle** for motor racing, rallies, speed trials or competitions of any kind.
- 2.5 Any **Claim** or service offered by this policy where the **Insured Vehicle** is found to be in an unroadworthy condition or does not have a valid road fund licence or valid MOT certificate at the time of the **Insured Event**.
- 2.6 Any **Claim** or service offered by this policy that is made by the driver of the **Insured Vehicle** where the driver does not have a valid driving licence.

- 2.7 Any **Claim** or service offered arising from:-
- Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it;
 - Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under any government or public or local authority;
 - Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; or
 - The failure of any device to recognise, interpret or process any date as its true calendar date.

3. Cancellation

- 3.1 This policy will automatically be cancelled in the event that the underlying **Motor Vehicle Insurance Policy**, in connection with which it is arranged, is cancelled or avoided at any time.

Where You cancel Your policy

- 3.2 This policy is a mandatory part of **Your Motor Vehicle Insurance Policy** and will automatically be cancelled in the event that the underlying **Motor Vehicle Insurance Policy**, in connection with which it is arranged, is cancelled or avoided at any time. For further details, please read the cancellation sections in **Your Motor Vehicle Insurance Policy**.

Where We cancel Your policy

- 3.3 **We** may cancel this policy at any time provided that **We** give **You** 30 days notice. **We** will only cancel this policy if there are serious grounds to do so such as serious breaches of the terms and conditions of this policy, if **We** reasonably suspect fraud or the misrepresentation of **Your Claim**, if **You** act in an abusive or threatening manner to **Our** staff or if **You** fail to respond to **Our** requests for additional information.

4. Automatic Renewal

- 4.1 For **Your** protection, **We** reserve the right to automatically renew this policy annually in conjunction with the underlying **Motor Vehicle Insurance Policy**. If **We** do not receive **Your** instructions to cancel the policy from the renewal date, **We** may, at **Our** option, renew **Your** policy. **You** will then be liable for any premiums that fall due. **You** may opt out of the automatic renewal process at any time by contacting **Our** Customer Services helpline shown in **Your** main **Motor Vehicle Insurance**

Policy documents.

5. Subrogation

- 5.1 If **We** make a payment under this policy, **We** will be subrogated to any and all of **Your** rights in connection with such payment. **You** also agree to give **Us** as much assistance as **We** may reasonably require in relation to the exercise by **Us** of **Our** subrogated rights.

6. Contracts (Rights of Third Parties) Act 1999

- 6.1 A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

7. Dishonest and fraudulent claims

- 7.1 If the **Court** makes a finding of fraud this policy shall be cancelled from the outset and all rights that **You** have under this policy shall be forfeited. **We** shall be entitled to recover any payments **We** have previously made.

8. Assignment

- 8.1 **You** may not assign **Your** rights under this policy without **Our** prior written consent.

9. Governing Law

- 9.1 **We** and **You** agree that this policy shall be construed in accordance with the laws of England and Wales, unless otherwise agreed.

10. Change of Law

- 10.1 **We** reserve the right to amend this policy or any part thereof to ensure compliance with any new law affecting or applicable to the subject matter of this policy that may, from time to time come into force.

11. Customer Satisfaction

- 11.1 Any enquiry or complaint regarding this policy may be addressed to: the Customer Relations Department, ACM ULR Limited, Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BC. If **You** are not satisfied with the way the complaint has been dealt with **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: Landlines 0800 023 4567 Mobiles 0300 123 9123. Email: complaint.info@financial-ombudsman.org.uk The complaints procedure above does not affect any legal rights **You** may have.
- 11.2 **Financial Services Compensation Scheme** RAC Insurance Ltd, who underwrites Section 1 and Section 3 of this policy, is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

Further information is available from the FSCS on their website at www.fscs.org.uk or by contacting them on 0800 678 1100.

ACM is a trading name of ACM ULR Limited Registered No. 3832599. Registered office: Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BG. Authorised and regulated by the Financial Conduct Authority, Financial Services Number 306408.

RAC Insurance Ltd (Registered office in UK: RAC House, Brockhurst Crescent, Walsall, WS5 4AW. Registered No. 2355834) RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial Conduct Authority reference number 202737.

You can check the above details on the Financial Services Register by visiting the FCA website www.fca.org.uk

12. Data Protection

12.1 BLS Limited and **ACM** ULR Limited are the data controllers in relation to the data that is processed for the purpose of the arrangement and administration of this policy. Please refer to the data protection notice in **Your Motor Vehicle Insurance Policy** documents which contains full details of how **Your** data is used and information about **Your** rights regarding **Your** data.

Any **Solicitor** dealing with a **Claim** will become a data controller of any data they collect in relation to that **Claim** and any processing will be subject to the **Solicitor's** data protection notice.

Data relating to **Your** policy will also be shared with RAC Insurance Ltd (RAC) who will be a data controller of the data they receive from **Us** and any data that they collect in relation to **Your Claim**.

You can contact the Data Protection Officer for BLS Limited or ACM ULR Limited by writing to Data Protection Officer, Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BG or emailing DPO@bglgroup.co.uk.

You can contact the Data Protection Officer for RAC by emailing our Data Protection Officer at dpo@rac.co.uk or writing to Data Protection Officer, RAC, Great Park Road, Bradley Stoke, Bristol, BS32 4QN.

Use of your data by RAC

This section provides a short summary of how RAC collects and uses **Your** data. For more information about how RAC process data please visit their privacy notice which is available at rac.co.uk/privacy-policy.

Alternatively **You** can obtain a copy of their privacy notice by contacting their Data Protection Officer whose contact details are above.

What data will RAC use?

There are three types of data RAC will hold about **You**:

1. Personal data: ie. information RAC holds on its records which identifies **You**. This includes **Your** name, address, email address, telephone number and date of birth;

2. Non-personal data: RAC will also hold data about **You** that is not personal, for example, information about **Your** vehicle; and

3. Special category data: In very limited circumstances, RAC will hold special categories of personal data, for example, relating to **Your** health. RAC will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

How RAC collects your data

RAC obtains **Your** data when **You** contact them directly in relation to **Your** cover and **Your** policy. RAC also obtains **Your** data from **Us** when **You** purchase this policy and/or if **You** report a new claim to **Us** in relation to this policy.

How RAC will use your data

RAC will use **Your** personal data for the purposes of providing insurance, handling **Claims** and any other related services under **Your** policy. They will also use **Your** data to safeguard against fraud and money laundering and to meet their general legal or regulatory obligations.

RAC also monitors and records any communications with **You** including telephone conversations and emails for quality and compliance reasons.

RAC may disclose **Your** personal data to third parties involved in providing products or services to them, or to service providers who perform services on their behalf.

You have a number of rights relating to **Your** personal data. For information about **Your** rights, please visit rac.co.uk/privacy-policy, contact their Data Protection Officer or contact their Customer Service Team:

1. Call their Customer Service Team: 0330 159 0610; or
2. Email them: legalcustomer@rac.co.uk; or
3. Write to them:

Freeport RTLA-HZHB-CESE
RAC Insurance Limited
Great Park Road
Bradley Stoke
Bristol
BS32 4QN

Guaranteed replacement car

Administered by ACM ULR Limited and underwritten by ARAG. ARAG plc is authorised to administer this insurance on behalf of SCOR UK Company Limited ("SCOR").

Emergency Hotline 0344 412 2160 – 24 hours a day
365 days a year

You will need to confirm the following:

- Policyholder's name and address
- Policy number

This Guaranteed Replacement Car/Van Cover (the "cover") is an additional cover available to holders of certain motor insurance policies, arranged by BISL Limited and administered by ACM ULR Limited to

provide replacement vehicles for limited periods of time when their vehicles are damaged, destroyed or stolen. ARAG plc is an insurer's agent and in the event of a claim act on behalf of SCOR UK Company Limited ("SCOR"), who are covered by the Financial Services Compensation Scheme (FSCS).

The cover is provided on the terms of this Agreement and the provision of the cover is conditional upon all payments due in respect of the cover and the motor insurance policy in conjunction with which it was arranged having been made. Details of when and how these payments are to be made are set out in the motor vehicle insurance policy in conjunction with which the cover is arranged in the section headed "How we calculate the cost of your cover".

1 Definitions

Each of the words or phrases listed below will have the same meanings wherever they appear in **bold** in this Agreement.

Word	Definition
ACM	means ACM ULR Limited which administers this cover and arranges the provision of the vehicle provided under the terms of the cover .
Replacement vehicle	means any vehicle provided in accordance with this cover .
Motor vehicle insurance policy	means the motor vehicle insurance policy in conjunction with which this cover was arranged.
Insured vehicle	means the motor car, insured under the motor vehicle insurance policy .
Insurer	means ARAG plc on behalf of SCOR UK Company Limited ("SCOR").
Period of insurance	means the period during which the motor vehicle insurance policy is in force.
Hire vehicle	means a vehicle offered to you under the terms of any applicable Motor legal protection product.
You, your	means the person, firm or company who has taken out this cover.
Territorial limits	means England, Wales, Scotland, Northern Ireland and the Isle of Man.

2 Provision of replacement vehicle

If damage to the **insured vehicle** occurs within the **territorial limits** as a result of accident, fire or theft and the damage prevents the **insured vehicle** from being driven or if the **insured vehicle** is stolen from a location within the **territorial limits**, **ACM** will, provided that all payments which have at the time fallen due in respect of this **cover** and the applicable **motor vehicle insurance policy** have been made and all **your** obligations under this **cover** and the applicable **motor vehicle insurance policy** have been complied with, arrange for **you** to be provided with a **replacement vehicle** free of charge but subject to the terms and conditions contained and referred to in this Agreement.

3 Duration of cover

A **replacement vehicle** will be provided until the earliest of:

- (i) the date of completion of any necessary repairs to the **insured vehicle**;
- (ii) the date on which any **hire vehicle** is offered to **you**, or;
- (iii) the date on which any courtesy car is made available to **you** by any person, firm or company responsible for carrying out or paying for any repairs to the **insured vehicle**.

However, in no circumstances will any replacement vehicle be made available for a period of longer than 14, 21 or 28 days dependent on the level of cover **you** have purchased. Please refer to **your** Schedule of Insurance for details of cover included on your policy. At the end of the period for which a **replacement vehicle** is made available to **you** under section 3 **you** must immediately return the **replacement vehicle** in accordance with any instructions given by **ACM** or the provider of the **replacement vehicle**.

4 Conditions

- 4.1 **ACM** will not be obliged to arrange the provision of a **replacement vehicle** of more than 1 litre engine capacity (where the **insured vehicle** is a car) or of greater capacity than a car derived van (where the **insured vehicle** is a commercial vehicle). If **you** wish to upgrade to any other vehicle the cost of the upgrade will be **your** responsibility.
- 4.2 All **replacement vehicles** are provided subject to the following terms and conditions:-
 - (i) The terms and conditions of the provider of the **replacement vehicle** arranged by **ACM**. These are available from the provider at the time the **replacement vehicle** is provided or can be obtained from **ACM** on request.
 - (ii) **You** must produce **your** original full driving licence when any **replacement vehicle** is provided.
 - (iii) **You** must disclose any driving penalty notices or convictions before a **replacement vehicle** is

provided.

- (iv) **You** must provide valid credit or debit card details before a replacement vehicle is provided.
- (v) **You** will be responsible for any fuel costs, fares, fines and fees.
- (vi) **You** must pay a security/fuel deposit when the **replacement vehicle** is provided. This is refundable on return provided the **replacement vehicle** is free from damage and has the same amount of fuel as when provided.
- (vii) In the event of theft, attempted theft, vandalism or criminal damage to the **insured vehicle** **you** must provide a police crime reference number before a **replacement vehicle** can be provided.
- (viii) No **replacement vehicle** may be used outside the **territorial limits**.

5 Reporting of incidents

You must report to **ACM**, or to any representative nominated by it, any incident which may give rise to a claim for the provision of a **replacement vehicle** under this **cover** without delay, and in any event within 14 days of the occurrence of that incident **You** must provide without delay all information requested by **ACM** or any representative appointed by it to deal with the matter, in relation to that incident. **You** must provide any assistance required by **ACM** or any such representative in connection with the recovery of any costs incurred in connection with the provision of a **replacement vehicle**. **You** must provide any assistance permitting **ACM** or any such representative to take proceedings in **your** name and/or assigning any rights against any such third party to **ACM** or its representative.

6 Exclusions

A **replacement vehicle** will not be provided in any case where:-

- 6.1 The damage to the **insured vehicle** took place prior to the **period of insurance** or more than 14 days before being reported to **ACM**.
- 6.2 **You** have failed at the time of reporting the incident or at any other stage to disclose to **ACM** or any representative appointed by it any facts relevant to the incident.
- 6.3 **You** do not have a valid **motor vehicle insurance policy**, valid road fund licence or MOT for the **insured vehicle** or a valid driving licence.
- 6.4 The **insured vehicle** was not in a roadworthy condition immediately prior to the damage occurring.
- 6.5 The insurers under the **motor vehicle insurance policy** are entitled to repudiate or avoid the **motor vehicle insurance policy** or to refuse cover.
- 6.6 The damage to the **insured vehicle** results from any deliberate or criminal act or omission or any

other act or omission which **ACM** reasonably believes to be of a fraudulent nature.

6.7 The **insured vehicle** is damaged or stolen outside the **territorial limits**.

6.8 The damage to the **insured vehicle** arises as a direct or indirect consequence of:

- (i) Irradiation, or contamination by nuclear material; or
- (ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or the damage to the **insured vehicle** arises
- (iii) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter; or
- (iv) War, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority, terrorism; or
- (v) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; or
- (vi) The failure of any device to recognise, interpret or process any date as its true calendar date.

6.9 Terrorism

This policy does not provide cover for any liability arising out of acts of terrorism. Terrorism is defined as any act or acts including, but not limited to:

- (i) The use or threat of force and/or violence and/or
- (ii) Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.
- (ii) Any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.

7 Compliance and avoidance

ACM has the right to cancel this Agreement and/or decline to provide the **cover** if:-

- 7.1 **You** do not hold a valid **motor vehicle insurance policy** in respect of the **insured vehicle** at the time of the damage to the **insured vehicle**.
- 7.2 **Your** motor insurers are entitled to avoid the **motor vehicle insurance policy** or refuse cover.
- 7.3 Any request for the provision of a **replacement vehicle** or any other **cover** under this **cover** is

fraudulent or false in any respect.

8 Alteration

You must notify **ACM** immediately of any change which could affect the provision of the **service**.

9 Communication

All notices and communications from **ACM** or any of its representatives will be considered to have been sent if despatched to **your** last known address or email address.

10 Complaints

Any enquiry or complaint relating to this **cover** may be addressed to The Customer Relations Department, ACM ULR Limited, Fusion House, Bretton Way, Bretton, Peterborough PE3 8BG. If **you** are not satisfied with the way the complaint is being dealt with **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: Landlines 0800 023 4567 Mobiles 0300 123 9123. Email: complaint.info@financial-ombudsman.org.uk. This complaints procedure does not affect any legal rights **you** may have.

11 Governing law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated. We will communicate with you in English for the duration of this agreement.

12 Cancellation

This Guaranteed Replacement Car product is a mandatory part of **your motor vehicle insurance policy**. For further details including cancellation fees and refund of premiums due please read the 'Additional important information' section in **your motor vehicle insurance policy**. This product must run alongside **your motor vehicle insurance policy**, therefore, if **you** cancel the main policy that cancellation will also automatically apply to this product and cover will cease from the date of cancellation.

13 Protecting your information

BISL Limited and ACM ULR Limited are the data controllers in relation to the data that is processed for the purpose of the arrangement and administration of this **cover**. Please refer to the data protection notice in **your motor vehicle insurance policy** documents which also contain full details of how **your** data is used and information about your rights regarding **your** data. The data protection notice also contains contact details which **you** can use to

get in touch with the Data Protection Officer for either company if **you** have any queries regarding the use of **your** data.

To view ARAG's full privacy statement, please see their website www.arag.co.uk for full details of how **your** data is collected, used, shared and stored.

14 FSCS:

The insurer ARAG, on behalf of SCOR UK Company Limited ("SCOR"), is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if ARAG, on behalf of SCOR UK Company Limited ("SCOR") cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk. You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or you can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

15 Who regulates us

ACM is a trading name of ACM ULR Limited Registered No. 3832599. Registered office: Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BC. Authorised and regulated by the Financial Conduct Authority, Financial Services Number 306408.

This insurance is provided by ARAG, on behalf of SCOR UK Company Limited ("SCOR").

ARAG plc is authorised to administer this insurance on behalf of SCOR UK Company Limited ("SCOR"). SCOR is registered in England and Wales number 01334736. Registered address: 10 Lime Street, London, EC3M 7AA. SCOR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202333.

This can be checked by the FCA website at www.fca.org.uk/register. ARAG plc is covered by the Financial Ombudsman Service. ARAG plc is authorised to administer this insurance on behalf of SCOR UK Company Limited ("SCOR"). SCOR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202333.

Important Information about Our Insurance Intermediary Services

Your contract with BISL Limited ('We/Us/Our')

BISL Limited is an insurance intermediary and you will enter into two separate contracts when you take out an insurance policy through Us. The first contract is with Us and sets out the terms and conditions under which We will arrange and administer your insurance policy on your behalf and any fee(s) that We shall charge you for providing Our insurance intermediary services. Use this information to decide if Our services are right for you.

You will also enter into a separate contract with the insurer for providing your insurance. Details of the premium charged and the terms and conditions relevant to the insurance policy are set out in your Welcome Pack. When you purchase additional products or pay for your policy by installments using a fixed sum loan agreement, you will enter into further contracts with each insurer, supplier or credit provider for these services.

Client Money

We act as agent for the insurer for the collection and payment of your premiums including any additional insurance products you purchase from us. This means that premiums are treated as being received by the insurer when they are received by us. Any premium refund is treated as received by you when it is actually paid to you. We will not pay you the amount of any interest that we earn from investing your money before paying it to your insurer

Your demands and needs

We have not provided advice on whether the policy is suitable for your needs or made any recommendations. We offer products from a range of insurers for car insurance.

What Insurance Intermediary Services will We provide?

Our services We will provide to you on your behalf include:

- Arranging your vehicle insurance by selecting a range of prices from Our panel of insurers that We can offer, arranging your cover with the insurer based on your requirements, dealing with your payment and providing you with the details and documentation relating to your policy.
- Deal with your requests for adjustments you have to make to your policy, such as changes to the cover required, the use and/or vehicle insured. We will notify the insurer, deal with any amendments of risk or adjustments of premium required and provide you with confirmation of any changes to your policy. We may arrange cover with an alternative insurer if the amendments to your policy are not acceptable to your original insurer.

- We will also arrange the cancellation of your policy at your request, notifying the insurer, dealing with any refunds of premium, confirming the changes to your policy and arranging for the return of documents.
- Deal with your requests for any duplicate or replacement documentation relating to your policy and/or additional products.
- We will arrange optional additional add-on products where you consider these products meet your needs. • We will also arrange the renewal of your insurance and additional products based on your requirements (see Automatic Renewal section below).

Our fees and charges

We will charge you the following fees where applicable for providing Our insurance intermediary services to you:

Cancellation fee

If either you or We cancel within 14 days of receiving your policy documentation We will charge you the cost for the amount of time you have been covered unless you have made a total loss claim in which case no refund will be given and all premiums would be due. If either you or We cancel more than 14 days after receiving your policy documentation We will charge you a fee of £50 and the cost for the amount of time you have been covered. This is providing no claims have been made. If a claim has been made, or there has been an incident which may lead to a claim, no refund will be given and all premiums would be due. In this event you will not be charged the £50 fee. If upon investigation we find that you are no longer eligible for an add-on product, a refund will be provided on a pro-rata basis. We have provided you with information on how to cancel your policy in the cancellation section of your Motor policy wording, Section 15. This clearly sets out Our approach to providing you with a refund of premium for your time on cover. We will pay any refund due to the bank account or credit/debit card we hold on file.

Administration fee

If you make an underwriting change to your policy, we may charge an administration fee of £25. We have provided you with a list of examples of the things that We need to know about in the Important customer information section of your Motor policy wording, Section C.

Continuous Payment Authority

When you pay by credit or debit card we will set up a Continuous Payment Authority (CPA). This allows us to take your payments automatically when they are due, including for any amendments you make and future renewals. This means you don't have to provide new details for each payment and ensures your insurance

continues uninterrupted. We will always inform the policyholder of any payments that are due to be taken. We reserve for payments with your bank 2 working days prior to a payment due date and can attempt collection up to 3 times within this 2-day window. We won't attempt any further reservations past the payment due date. If we're unable to collect a payment at any point, we will contact the policyholder. The policy may be cancelled if we don't receive payments that are due. You can cancel the CPA by contacting us at any time.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance administration is covered for 90% of the claim, without any upper limit. Further information about compensation schemes arrangements is available from the FSCS website www.fscs.org.uk or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Who regulates us

BISL Limited are authorised and regulated by the Financial Conduct Authority. Register number 308896. BISL's permitted business is arranging general insurance contracts.

You can check on the register by visiting the FCA's website www.fca.org.uk

Your essential numbers

Had an accident or need to make a claim?

Call our emergency claims helpline

0344 412 2160

Lines are open 24 hours a day. Calls may be recorded.

Damaged windscreen?

Call our windscreen repair and replacement helpline

0330 018 3236

Lines are open 24 hours a day. Calls may be recorded.

Need to claim uninsured losses?

Call for motor legal protection assistance

0344 412 2160

Lines are open 24 hours a day. Calls may be recorded.

In a vehicle that's broken down?

Call for assistance at home or on the roadside

0800 056 3402

Lines are open 24 hours a day. Calls may be recorded.

Customer Services

Call us if you have any other queries

0344 412 2157

Lines are open 8am-9pm Monday to Friday, 9am-6pm Saturday and 10am - 4pm Sunday. Calls may be recorded.

Please call 0344 412 2157 if you would like to receive this information in an alternative format such as large print, Braille or audio.

M&S Car Insurance is arranged and administered by BISL Limited and underwritten by a panel of insurers. BISL Limited are an intermediary authorised and regulated by the Financial Conduct Authority. Registered in England no. 3231094. Registered office Fusion House, Katharine Way, Bretton, Peterborough, PE3 8BC.

Calls may be recorded.

MARCH 2024