



Vehicle Collector Policy

FJ/PW/AZ/30/09/2024/V8811

CHUBB®



Introduction

Thank you for choosing this Footman James Vehicle Collector Policy.

This Vehicle Collector insurance policy is arranged by Footman James (a trading name of Advisory Insurance Brokers Limited) and is underwritten by Chubb European Group SE, save for legal expenses insurance cover which is arranged by Lawshield UK Ltd and underwritten by Allianz Legal Protection.

Footman James is a trading name of Advisory Insurance Brokers Limited, registered in England and Wales with company number 4043759. Authorised by the Financial Conduct Authority and listed on the Financial Services Register under registration number 313250.

Registered Office: 2 Minster Court, Mincing Lane, London, EC3R 7PD.

This policy wording, your schedule and any endorsement clauses detailed on it, set out the agreement between you and us. They should be read as one document. You agree to pay the premium shown in your policy schedule and comply with your responsibilities described in this policy wording.

Cover for each section will only be in operation where indicated on your policy schedule.

Upon any renewal or variation of this agreement, you must take care to ensure that you respond fully and accurately to any questions or requests for information we may make. The information you provide to us may affect our ability to renew or vary your coverage under this agreement or the terms on which we are able to provide renewal or variation. If there are any changes in your circumstances and/or the information you have provided is no longer true, valid or up to date you must tell the intermediary who arranged the policy for you, or us, as soon as is possible as this may affect your policy and your ability to claim under it.

Various provisions in this policy wording and in the policy schedule endorsement clauses restrict or exclude cover. Read the entire policy wording carefully to determine your rights and duties, and what is and is not covered. You may not be entitled to claim under this policy if you have not complied with its terms. In particular, please refer to Part VI - General Conditions.

Making a Claim

We are committed to providing the finest claims service in the industry. When a loss occurs, **we** aim to respond immediately with practical advice and assistance.

If **you** need to notify **us** of a potential claim under any section of **your** policy one of **our** dedicated claim specialists will be able to advise on policy cover and agree with **you** on how best to resolve the situation quickly and to **your** satisfaction.

Our claims specialists are available to take **your** call 24 hours a day, 7 days a week.

We must be notified as soon as it is reasonably practical after an event which may give rise to a claim. Late notification of a claim may affect **our** acceptance of it if it is made so long after the event that **we** are unable to investigate it fully or may result in the insured person not receiving the full amount claimed if the sum claimed is increased as a result of the delay.

You will need to provide **your** name and **your** policy number at the time of reporting a potential claim. Calls may be monitored or recorded to improve **our** service and for security or regulatory purposes.

A. MOTOR VEHICLE CLAIM

To make a claim under any of the sections of this policy please contact **us** as follows:

Calling from inside the UK: 0800 018 0678

Calling from outside the UK: +44 20 7031 3905

Email: motor-newclaims@chubb.com

In writing: Chubb European Group SE, 40 Leadenhall Street, London, EC3A 2BJ.

B. WINDSCREEN CLAIM

To make a claim for damage to **your** windscreen, please contact **us** on **our** 24 hour helpline and **we** will arrange immediate assistance:

Calling from inside the UK: 0800 018 0678

Calling from outside the UK: +44 20 7031 3905

You may also use **your** preferred supplier.

C. LEGAL EXPENSES CLAIM

To make a claim, **you** can write to, or call Lawshield UK Ltd as soon as possible at:

The Claims Department, Lawshield UK Limited, 1210 Centre Park Square, Lakeside Drive, Centre Park, Warrington, WA1 1RU.

Phone: +44(0)3300 538 953

Email: claims@lawshield-uk.com

You should not send any documents until Lawshield ask for them.

There is no cover for any **legal costs and expenses** until **your** claim has been accepted in writing.

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Insurer Information

Chubb European Group SE distributes this policy on behalf of Lawshield UK Limited.

Other than for Motor Legal Expenses Cover **your** policy is underwritten by Chubb European Group SE. Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. UK Establishment address: 40 Leadenhall Street, London, EC3A 2BJ. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Details about our authorisation can be found on the Financial Conduct Authority website (FS Register number 820988).

Motor Legal Expenses Cover

This insurance is arranged by Lawshield UK Limited whose registered office is at Lawshield House, 850 Ibis Court, Warrington, Cheshire, WA1 1RL and underwritten by 2. ALLIANZ INSURANCE plc (trading as Allianz Legal Protection) whose registered office is at 57 Ladymead, Guildford, Surrey GU1 1DB ("Allianz" or "ALP").

Lawshield UK Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 306793.

ALLIANZ INSURANCE plc (trading as ALLIANZ LEGAL PROTECTION) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference No. 121849. ALLIANZ INSURANCE plc (trading as ALLIANZ LEGAL PROTECTION) is registered in England and Wales under number 00084638.

Part I – Definitions

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy wording, defined terms will be bold when used. Any word or expression that appears in the definitions section has the same meaning wherever it appears. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

In this policy wording, the words '**you**', '**your**' and '**yours**' refer to the person or persons or legal entity named on the schedule, his or her **spouse**, civil partner or common law partner, and any dependent children under the age of twenty one who live in the same household. The words '**we**', '**us**', '**our**' and '**ours**' means Chubb European Group SE as insurer.

TERM	DEFINITION
Agreed value	means the amount we will pay, if we pay a total loss claim, for each vehicle as listed in the policy schedule. You agree that we may re-evaluate this amount when the policy is renewed to reflect current costs and values. The amount in your schedule includes all manufacturer fitted extras and modifications and any non-manufacturer extras or modifications approved by us .
Bodily injury	means identifiable physical injury to the body that results from a covered loss which is caused directly and solely by an accident, which is not intentionally self-inflicted and does not result from sickness or disease.
Child	means a person who is under 18 years of age at the date of bodily injury .
Carjacking	means you , a family member or a named driver being illegally removed from or detained in a vehicle by force.
Damages	means the sum of money required to satisfy a claim settled by us or resolved by arbitration or other judicial proceedings or by a compromise we agree to in writing.
Family member	means any member of your household who resides with you on a permanent basis.
Intoxication or Intoxicated	means having a blood alcohol level which exceeds the prescribed limit as decreed by the Road Traffic Act 1988 or the applicable local legislation, or being under the influence of any illegal substance.
Loss of a limb	means: In the case of a leg or lower limb : a) loss by permanent amputation of the entire leg, or entire foot; or b) permanent, total and irrecoverable loss of use of a complete leg or foot. In the case of an arm or upper limb : a) loss by permanent amputation of the entire arm or the entire hand (four fingers and the thumb); or b) permanent, total and irrecoverable loss of use of a complete arm or hand.
Loss of sight	means a permanent and total loss of sight: a. in both eyes if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or b. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what you should see at 60 feet).
Lower Limb	means the thigh, knee, leg below the knee, ankle and foot.
Market value	means the cost to replace a vehicle with one of a similar year, make, model and condition. We decide this amount.
Medical expenses	means reasonable charges you are legally liable for in respect of first aid, dental, prosthetic devices, ambulance, hospital, rehabilitation, medical, surgical, x-ray and professional nursing services.
Named driver	means anyone who is named on your policy schedule and certificate of motor insurance as being entitled to drive your vehicle and has your permission to drive it.

TERM	DEFINITION
Nuclear hazard	means any nuclear reaction, radiation, or radioactive contamination, whether controlled or uncontrolled however caused, or any consequence of any of these.
Occurrence	means a loss or an accident, which occurs during the policy period and results in bodily injury or property damage .
Permanent total disablement	For an insured person who is in employment for which they receive regular income at the date of the accident, the inability of the insured person to continue in any occupation which in all probability will continue for the rest of their life. For an insured person who is not in employment for which they receive regular income at the date of the accident, the inability to work in any gainful employment and which in all probability will continue for the rest of their life.
Policy period	means the period of cover shown in the schedule.
Private car	means a motor vehicle with at least three wheels designed and constructed for the carriage of passengers and comprising no more than eight seats in addition to the drivers seat.
Property damage	means actual physical harm to or destruction of tangible property, including the loss of its use.
Road rage	means bodily injury to you , a family member or named driver caused by a violent person who is not a family member or a named driver while you are in a vehicle .
Spouse	means your husband, wife, civil partner or common law partner who permanently resides with you .
Territorial limits	means the United Kingdom and any member country of the European Union (www.gov.uk/eu-eea), Andorra, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland, or in transit by rail, sea, land (not under the vehicle's own power) or air to or from any of these countries.
Terrorism	means the use of force or violence and/or the threat thereof committed for political, religious, or ideological purposes and with the intention to influence any government and/or to put the public or any section of the public in fear.
United Kingdom	means England, Scotland, Wales, Northern Ireland, Channel Islands and the Isle of Man.
Upper Limb	means the arm below the shoulder, the elbow, forearm, wrist and hand.
Vehicle	means: <ul style="list-style-type: none"> a. Any motor vehicle listed in your policy schedule, which shows the registration mark of that motor vehicle, of which you or a family member are the registered keeper, or which is under a hire purchase agreement or is leased to you, or a family member. b. Any private motor vehicle not listed in your policy schedule which is not owned by you or a family member or registered in your or a family member's name when used by you or your spouse only, with the owner's permission. This does not include vehicles available for regular use by you or a family member. c. Any motor vehicle listed in your policy schedule which is unregistered but is identified by its chassis number.

Part II – Vehicle

A. BASIS OF COVER

This policy covers **you** for all risks of physical loss to **your vehicle** occurring anywhere within the **territorial limits** including whilst in transit by rail, sea, land (not under the **vehicles** own power) or air, subject to policy terms, conditions and exclusions.

The exclusions to this cover are set out in Section D.

B. PAYMENT OF A LOSS

Excess

An excess shown in **your** policy schedule applies to each and every covered loss or damage unless stated otherwise.

If a **vehicle** not listed in **your** policy schedule sustains a covered loss or damage, the excess of the greatest value listed in **your** policy schedule will apply.

If the same **occurrence** involves two or more **vehicles** shown in the schedule, the greater of the excesses will apply once to the loss or damage claimed.

We will pay for loss of, or damage to **your vehicle** anywhere within the **territorial limits** as follows:

1. Total loss	<p>If the vehicle is stolen or damaged beyond economical repair or is deemed unsafe by us, we will pay the agreed value shown in your schedule. However, we will reduce our payment by any amount paid for a previous loss to that vehicle if the damage was not repaired. If no agreed value is shown on the schedule we will pay the market value of that vehicle.</p> <p>A vehicle shall be considered stolen when the entire vehicle is taken illegally and not recovered within 30 days.</p> <p>The vehicle shall be deemed to be a total loss when in our opinion it is beyond economical repair or is deemed unsafe by us. Following a total loss settlement, you may request the opportunity, where legislation permits, to retain the vehicle salvage, subject to us deciding on any deduction from the claims settlement. You may only retain ownership of the salvage if the vehicle is subject to a Category S or N total loss (for further information on insurance write off categories please refer to https://www.gov.uk/scrapped-and-written-off-vehicles/insurancewriteoffs). This is subject to industry and department of transport regulations which are subject to change and may supersede this policy.</p> <p>When we pay for a total loss, any amount outstanding on any finance or hire purchase agreement may at our sole discretion be settled directly with the lender and deducted from the amount payable to you.</p> <p>No excess applies in the event of a total loss.</p>
2. Classic car extended reinstatement cover	<p>In the event of a total loss we will pay up to a maximum of £250,000 or 10% of the agreed value shown in your policy schedule, whichever is the lesser amount, in order to reinstate your vehicle to the same condition immediately prior to the covered loss if:</p> <ol style="list-style-type: none">your vehicle is over 15 years old; andthe schedule states that the vehicle is insured on an agreed value basis. <p>In any event the payment made in excess of the agreed value will not exceed £250,000. Payment will only be made upon receipt and acceptance of reinstatement invoices agreed by us for your vehicle. In no event will we provide any cash payments.</p>
3. Loss in value cover for classic cars	<p>In the event of a partial loss where your vehicle is over 15 years old we will pay the cost of reinstating your vehicle to its condition immediately before the loss up to the agreed value shown in your policy schedule. If after the restoration the market value of the vehicle is less than its agreed value immediately before the loss, we will also pay the difference up to a maximum of £250,000 or 10% of the agreed value for that vehicle, whichever is the lesser amount.</p> <p>In no event shall the total payment exceed the agreed value noted on your schedule.</p>

B. PAYMENT OF A LOSS	
4. Partial loss	<p>If the vehicle is partially damaged, we will pay the amount required to repair or replace, whichever is less, the damaged part(s) without deduction for depreciation, up to the agreed value for each occurrence.</p> <p>We will replace the damaged part(s) with the original manufacturers part(s) when a part cannot be repaired subject to availability.</p> <p>Repair of the vehicle will be arranged by us with one of our approved repairers. If you wish to use your own nominated repairer, you may do so with our prior agreement.</p> <p>Repairs carried out by one of our approved repairers will be guaranteed for a period of three years.</p> <p>Any vehicle which cannot be repaired in line with the Department for Transport certification standard is not eligible for repair and will be deemed to be a total loss.</p> <p>Repairs cannot commence without our prior written approval.</p>
5. New Vehicle replacement	<p>We will replace your vehicle with a new vehicle of the same make, model and specification (subject to availability) if within 12 months of purchase of the vehicle as new by you or a family member:</p> <ol style="list-style-type: none"> any repair cost or damage covered by the policy exceeds 60% of the vehicle's United Kingdom list price (including VAT) at the time of purchase; or your vehicle is stolen and not recovered within 30 days. Replacement is subject to: <ol style="list-style-type: none"> your vehicle being owned by you or a family member or having been purchased by you or a family member under a hire purchase agreement; the agreement of any interested hire purchase company; you or a family member being the first registered keeper of the vehicle; or are the second registered keeper of the vehicle, where the vehicle has been pre-registered in the name of the manufacturer or supplying dealer, providing at the time of the purchase by you or a family member, the mileage was less than 250 miles, and any salvage of the original vehicle becoming our property. <p>Any vehicle which is the subject of any type of leasing or contract hire agreement is not eligible for replacement. If a new vehicle of the same make, model and specification is no longer available the claim will be settled at the current market value listed on your policy schedule.</p>

C. ADDITIONAL COVERS	
<p>These covers are offered in addition to that shown on your policy schedule unless stated otherwise. Your excess applies to these covers unless stated otherwise.</p>	
1. Getting you to your destination	<p>We cover the following additional expenses you incur as a result of a claim covered by this insurance:</p> <ol style="list-style-type: none"> onward transportation expenses up to a maximum of £250 to reach your intended final destination; overnight accommodation and meals up to a maximum of £500 for you, any named driver and the passengers if you are more than 50 miles from your nearest residence. <p>No excess applies to this cover.</p>
2. Use of your vehicle outside the United Kingdom	<p>You are covered to drive your vehicle anywhere within the territorial limits. If you take the vehicle on a journey to any country within the territorial limits that is outside the United Kingdom, the maximum duration of each journey must not exceed 90 days.</p> <p>Cover for any other vehicles you or a named driver are allowed to drive under the certificate of insurance, is restricted to the United Kingdom.</p>

C. ADDITIONAL COVERS

3. Newly acquired private cars	<p>We will cover your newly acquired private car not listed on your policy schedule for up to 5 calendar days after you acquire the private car provided that:</p> <ol style="list-style-type: none"> the private car is owned by you or your spouse or has been purchased by you or your spouse under a hire purchase agreement and will be registered to you or your spouse; you request cover for the private car from us within 5 calendar days of acquiring it and pay us the additional premium from the date acquired; <p>The most we will pay is:</p> <ol style="list-style-type: none"> the purchase price of the vehicle provided this is less than £500,000 or 10% of the total value of the vehicle(s) on your policy schedule, whichever is less, while a newly acquired private car is kept in a locked building or garage or whilst in transit by rail, sea, land (not under the vehicle's own power) or air and/or the purchase price of the vehicle provided this is less than £500,000 or 10% of the total value of the vehicle(s) on your policy schedule, whichever is less, while the newly acquired vehicle is driven by you or your spouse on the road on a fully comprehensive basis <p>We will not provide any cover under this additional cover for private cars with a value in excess of the above stated limits.</p> <p>We reserve the right not to insure the newly acquired private car after the 5th calendar day following acquisition. Once you have notified us of the newly acquired private car we will add the details to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau where appropriate. This process can take up to 2 working days. Please be aware that, despite insurance being in force under your policy, the police may impound your private car until the details appear on the MID. Should this occur we do not accept any liability for the associated costs involved in releasing or reclaiming your private car.</p>
4. Glasscover	<p>We will refund you in respect of any payment you make solely for repair or replacement following damage to glass in the windscreen, sunroof or windows of your vehicle (or any scratching of bodywork arising directly and solely from the glass breakage).</p> <p>An excess applies to this cover as shown on your policy schedule.</p> <p>If the glass is repaired rather than replaced, then no excess applies.</p>
5. Lock replacement	<p>In the event of damage to locks on a vehicle listed on your policy schedule or in the case of the theft or loss of keys, ignition card or lock transmitter of any vehicle listed on your policy schedule, the most we will pay is £5,000 in respect of any one occurrence for the replacement cost of:</p> <ol style="list-style-type: none"> all external locks of the vehicle; the ignition/steering lock if this is operated by the same key; and the lock transmitter and/or central locking interface.
6. Replacement child car seats	<p>If you have a child car seat in your vehicle and the vehicle is damaged due to fire, theft or in an accident, we will replace and fit the child car seat with a new one whether or not there is visible damage.</p> <p>No excess applies to this cover.</p>
7. Loss of licence	<p>If due to ill health your licence is revoked by the Driver and Vehicle Licensing Agency (DVLA) we will pay up to £1,500 towards the cost of alternative essential transport for a maximum period of 12 months provided that your policy cover remains in force throughout that period.</p>
8. Loss of driving ability	<p>If you or your spouse have your driving licence suspended by the DVLA due to ill health or are injured and owing to that injury are unable to drive following an accident that results in a valid claim under this policy we will pay up to £1,500 for alternative essential transport for a maximum period of 12 months provided that your policy cover remains in force throughout that period.</p>
9. Loss of driving confidence	<p>If you or your spouse is psychologically unable to drive following an accident that result in a valid claim under this policy, we will pay up to £1,500 for the cost of a rehabilitation driving course.</p>
10. Vehicle tax disc cover	<p>We will pay an amount representing any unexpired part of your vehicles tax disc calculated on a proportionate basis, if you are otherwise unable to recover this following a total loss under this policy.</p>

C. ADDITIONAL COVERS

11. Permanent entertainment and navigational equipment	<p>In the event of an insured loss or damage to a vehicle listed on your policy schedule, we will pay for loss or damage to sound reproducing, receiving, transmitting equipment, car televisions, telephones and global positioning systems that are permanently installed or are removable from a housing unit permanently installed in the vehicle. This equipment must be:</p> <ul style="list-style-type: none"> a. designed to be solely operated by use of the power from the electrical system of the vehicle; and b. in or on the vehicle at the time of the loss. <p>The covers under this section do not increase the agreed value of your vehicle.</p>
12. Personal possessions	<p>We will pay for loss of personal possessions in or on your vehicle as a result of an accident, fire, theft or attempted theft up to a maximum of £2,500 unless the loss is already covered under any other current insurance policy. This cover does not include money.</p>
13. Alloy wheel replacement	<p>If we cannot match the replacement alloy wheels on a vehicle shown on your policy schedule, we will pay up to £10,000 for the cost to replace all of the vehicle's alloy wheels; provided that this follows a covered loss in which the alloy wheels have been lost or damaged.</p> <p>Any undamaged alloy wheels shall become our property.</p>
14. Upholstery replacement	<p>If we cannot match the upholstery on a vehicle shown on your policy schedule, we will pay up to £10,000 for the cost to replace all of the upholstery; provided that this follows a covered loss in which the upholstery has been lost or damaged.</p> <p>Any undamaged upholstery shall become our property.</p>
15. Disability costs	<p>If you or a member of your family are registered disabled as a result of an insured loss to a covered vehicle we will pay up to £10,000 towards the cost of necessary relevant modifications to a covered vehicle.</p>
16. Trailer cover	<p>We will pay for loss or damage to your trailer, whether attached to or unattached from your vehicle at the time of loss, unless the loss is already covered under any other current insurance policy.</p> <p>No excess applies to this cover.</p>
17. Carjacking	<p>As agreed by us, we will pay for the reasonable costs, shown below which are incurred by you, a family member, a named driver or a chauffeur travelling with you or a family member as a result of any one carjacking occurrence within the territorial limits:</p> <ul style="list-style-type: none"> a. up to £20,000 per person subject to a maximum of £40,000 per occurrence in respect of medical expenses incurred solely due to injuries sustained in a carjacking occurrence and within 12 months of the carjacking occurrence; b. up to £20,000 per person subject to a maximum of £40,000 per occurrence in respect of psychiatric services as prescribed by a physician psychologist or other mental health professional sustained in a carjacking occurrence and within 12 months of the carjacking occurrence; c. up to £20,000 per person subject to a maximum of £40,000 per occurrence in respect of loss of income that exceeds and is not otherwise recovered under other collectible benefits including but not limited to employee sick pay, disability allowance, employers liability insurance within the first 60 days after the carjacking occurrence; d. up to £5,000 in respect of paid accommodation expenses for you or a family member to stay near to the claimant who is receiving medical treatment (in accordance with this section) following a carjacking occurrence unless you have a residence that is within 10 miles of the treatment centre.
18. Road rage	<p>As agreed by us, we will pay for the reasonable costs, up to a maximum of £10,000 in any one policy period, which are incurred by you, a family member, or a chauffeur travelling with you as a result of any one occurrence of road rage within the territorial limits in respect of:</p> <ul style="list-style-type: none"> a. medical expenses; and b. psychiatric services as prescribed by a physician psychologist or other mental health professional incurred within 12 months of the road rage occurrence.
19. Uninsured drivers	<p>If your vehicle suffers loss or damage caused by an uninsured driver or a third party that we are unable to trace, no excess will apply provided you have made all reasonable attempts to obtain the third party's details.</p>

C. ADDITIONAL COVERS

20. Unattached vehicle accessories:	We will pay up to £10,000 for vehicle accessories and equipment provided that at the time of the loss these items are not inside the vehicle or attached to the vehicle .
21. Personal Data:	<p>In the event of a covered loss, We will cover the cost of services required to clear any personal data from your vehicle. This includes GPS, mobile contacts, text messages, garage and gate opening capabilities and any other similar data stored in the vehicle.</p> <p>Personal data means any information that relates to an identified or identifiable individual.</p>

D. EXCLUSIONS

The following exclusions apply to Part II of **your** policy, including the additional covers, unless stated otherwise:

1. Act of war	We do not cover any loss or damage caused directly or indirectly by any war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental. We do not cover loss or damage caused directly or indirectly by the destruction or seizure of property for a military purpose, or the consequences of any of these actions.
2. Breakdown	We do not cover any loss or damage caused by: <ul style="list-style-type: none">a. mechanical or electrical breakdown;b. error in computer programming;c. instructions to the computer;d. wear and tear;e. freezing; orf. damage to tyres by braking, bursts or puncture cuts, unless the loss or damage resulted from the theft of the vehicle.
3. Competitive racing	<p>We do not cover any loss or damage to any vehicle, or any liability arising from the use of such a vehicle, in any motor racing competition, motor trial, pace making, instruction, drivers education, preparation, speed testing or participation for or in any race or speed contest, or prearranged handling and performance test, whether on a closed track, public roadway or private property.</p> <p>We do not cover any loss or damage to any vehicle, or any liability arising from the use of such a vehicle, whilst being used for any purpose on a closed track, motor racing circuit, pre-prepared course or derestricted toll road including, but not limited to, the Nurburgring circuit in Germany.</p>
4. Confiscation	We do not cover any loss or damage caused by the confiscation, seizure or destruction of your property or any vehicle covered by this insurance by any public or government authority.
5. Intentional acts	<p>We do not cover any property damage arising out of an act intended by you or a family member, or by any person instructed or directed by you or a family member, to cause property damage, even if the damage or injury caused is of a different type or degree than actually expected or intended.</p> <p>For this purpose an intentional act includes one whose consequences could have been foreseen by a reasonable person.</p>
6. Loss of value	We do not cover a reduction in the value of a vehicle listed in your policy schedule following any repairs carried out in accordance with this policy, unless cover under Part II – Vehicle; Section B - Payment of loss; Item 3 - Loss in value cover for classic cars applies.
7. Other vehicles	<p>We do not cover you for loss or damage arising out of the ownership, maintenance or use of any vehicle with less than three wheels.</p> <p>This exclusion does not apply to motorcycles listed on your policy schedule and for which a valid certificate of motor insurance or cover note has been issued. Separate terms and conditions will however apply.</p>
8. Nuclear hazard	We do not cover any loss or damage caused directly or indirectly by nuclear hazard . However, this exclusion does not apply to ensuing covered loss due to fire resulting from a nuclear hazard unless other exclusions apply.

D. EXCLUSIONS

9. Radioactive, chemical or biological contamination	<p>We do not cover any loss or damage, directly or indirectly caused by:</p> <ul style="list-style-type: none"> a. radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or c. the use of a chemical or biological weapon.
10. Sonic bangs	<p>We do not cover any loss or damage caused by pressure waves caused by aircraft or other aerial devices travelling at the speed of sound, or faster.</p>
11. Terrorism	<p>We do not cover any loss, damage, cost or expense of any nature whatsoever directly or indirectly caused by, resulting from or in connection with:</p> <ul style="list-style-type: none"> a. any act of terrorism except in so far as is necessary to comply with the relevant road traffic legislation; or b. resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. <p>In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.</p>
12. Vehicles airside	<p>We do not cover any loss or damage whilst a vehicle is on any part of an airport, aerodrome, airfield or military base where the public do not have free vehicular access used for:</p> <ul style="list-style-type: none"> a. the take-off or landing of aircraft and for the movement or storage of aircraft on the surface; or b. aircraft parking, including the associated service roads, refuelling areas and ground equipment parking areas.
13. Vehicle used for a fee	<p>We do not cover any loss or damage arising out of the ownership or operation of a vehicle while it is being used to carry people or property for a fee or similar reward unless specifically stated on your schedule.</p> <p>This exclusion does not apply to a car sharing arrangement where the vehicle has eight seats or less and you do not profit from the contributions you receive for your journey.</p>
14. Vehicle related services	<p>We do not cover losses to vehicles not shown on your policy schedule arising from the maintenance or use by any person whilst employed or engaged in the business of repairing, servicing, testing, washing, parking, storing, or selling of automobiles.</p>
15. Riot and civil commotion	<p>We do not cover any loss or damage arising out of riot or civil commotion occurring elsewhere other than in the United Kingdom but excluding Northern Ireland.</p>
16. Contractual agreements	<p>We do not cover any damages arising from contracts or agreements unless liability for such damages would have existed without the agreement.</p>
17. Criminal or illegal acts	<p>We will not pay for any loss or damage caused by, or arising from, criminal or illegal acts by you, a family member, a named driver or anyone acting on behalf of you or a family member or named driver.</p>
18. Driving whilst intoxicated	<p>We will not pay for any loss or damage to your vehicle that occurs whilst you, or any other named driver, is driving whilst intoxicated</p>
19. Cyber exclusion	<p>In no case shall we cover loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.</p>
20. Exceeding the mileage limit	<p>If a covered vehicle is insured on a limited mileage basis and the miles driven by a covered vehicle exceeds that mileage limit we reserve the right not to cover any loss or damages.</p>

Part III - Third Party Liability

A. BASIS OF COVER

This policy provides **you** with legal liability cover for **damages** resulting from an **occurrence** that happens anywhere within the **territorial limits** subject to policy terms, conditions and exclusions. The **occurrence** must involve:

1. **your vehicle**; or
2. any other **vehicle** which **your** certificate of motor insurance allows **you** to use; or
3. a trailer or caravan which is attached to **your vehicle**.

The exclusions to this cover are set out in Section E.

B. PAYMENT OF A LOSS

The limit of liability is shown on **your** policy schedule, unless stated otherwise. **We** will pay for **damages** from any one **occurrence**, regardless of how many claims, **vehicles**, or people are involved in the **occurrence**.

C. DAMAGES AND DEFENCE COVER

We cover **damages you** or a **named driver** is legally obligated to pay for **bodily injury**, or **property damage** up to the amount shown in **your** policy schedule for any one **occurrence**, arising from the ownership, maintenance, or use of a **vehicle** which takes place anytime during the **policy period** within the **territorial limits** and are caused by an **occurrence** unless stated otherwise or an exclusion applies.

We will defend **you** or a **named driver** against any legal action seeking **damages** for **bodily injury** or **property damage**. **We** will provide this defence at **our** own expense, with counsel of **our** choice, even if the legal action is groundless, false or fraudulent. **We** may negotiate, investigate and settle any such claim or suit at **our** discretion.

As part of **our** negotiation, investigation and settlement **we** will pay:

1. all expenses **we** incur;
2. all costs assessed against **you** or a **named driver**;
3. all interest accruing after a judgment is entered or as provided for in an agreed settlement, in a suit **we** defend, on only that part of the judgment or settlement **we** are responsible for paying. **We** will not pay interest accruing after **we** have paid the judgment or settlement;
4. reasonable expense incurred by **you** or a **named driver** at **our** request for assisting **us** in the investigation or defence of a claim or suit; and
5. the cost of all bail bonds required of **you** or a **named driver** because of a covered loss. If **we** are prevented, in certain jurisdictions, by local law from carrying out this defence cover, **we** will pay only those defence expenses that **we** agree in writing to pay and that are incurred by **your** legal representatives on behalf of **you**.

D. ADDITIONAL COVERS

In addition to **damages** and the defence cover, **we** also provide the covers below:

1. Driving other cars	Cover for third party liability is also provided for you and your spouse when driving any private motor vehicle not listed in your policy schedule provided that: <ol style="list-style-type: none">a. you and your spouse are specifically named on your certificate of motor insurance as having this additional cover included;b. the vehicle is not owned by you or a family member or registered in your or a family member's name;c. you or your spouse are using the vehicle with the owner's permission; andd. the vehicle is not available for regular use by you or a family member.
2. Emergency treatment	We will reimburse you or a named driver using any vehicle that is listed in your policy schedule for payment made under the relevant road traffic legislation for emergency treatment.

D. ADDITIONAL COVERS	
3. Medical expenses	<p>We will pay the necessary medical expenses, up to a total of £500 for each person covered to drive under this policy, that are incurred within 36 months of a covered loss under this policy.</p> <p>The expenses must be for bodily injury to:</p> <ul style="list-style-type: none"> a. you or a named driver while occupying a vehicle listed on your policy schedule; or b. you or your spouse while occupying or struck by a motor vehicle or trailer. <p>However, we do not cover any person for medical expenses for bodily injury sustained whilst as the driver or a passenger in any vehicle having less than three wheels.</p>
4. Spanish bail bond	<p>Should an accident occur in Spain, which may be the subject of a claim under this policy, and you or a named driver are detained or a vehicle listed in your policy schedule is impounded by the local authorities and a monetary deposit or guarantee is required for their release, we will provide the deposit or guarantee.</p>
5. Travelling abroad	<p>No cover is provided for countries outside the territorial limits without prior written agreement by us.</p>
6. Personal accident cover	<p>In the event you or a family member sustains bodily injury that is caused whilst travelling in, getting into or getting out of any private motor vehicle or as a result of being subject to a carjacking; provided that the bodily injury results in death, loss of a limb, loss of sight or permanent total disablement; we will pay the maximum amount of £5,000; unless otherwise stated. The benefit payable for the death of a child is reduced to £2,500. In the event of your death, we will pay the benefit to your estate.</p> <p>You must notify us as soon as possible after the date of the occurrence.</p> <p>We do not cover any loss caused directly or indirectly while you or a named driver, driving a vehicle listed in your policy schedule is in a state of intoxication.</p>

E. EXCLUSIONS	
The following exclusions apply to Part III of your policy, including the additional covers, unless stated otherwise	
1. Intentional acts	<p>We do not cover any property damage or bodily injury arising out of an act intended by you or a family member, or by any person instructed or directed by you or a family member, to cause property damage or bodily injury, even if the damage or injury caused is of a different type or degree than actually expected or intended. For the purpose of this section, an intentional act is one whose consequences could have been foreseen by a reasonable person.</p>
2. Non-permissive use	<p>We do not cover any person who uses a vehicle listed in the schedule without the permission of you or your spouse.</p>
3. Owned property	<p>We do not cover damage to property being transported by the owner.</p>
4. Other property	<p>We do not cover any person for damage to property used by or rented to, or in the care of that person. This exclusion does not apply to a private garage or residence; or to private vehicles, trailers, or vans not owned by, furnished to, or available for the regular use of you or a family member.</p>
5. Employers' liability	<p>We do not cover liability for the death or bodily injury of your employees that arises out of or in the course of his/her employment by anyone in respect of whom cover is provided under your policy, if that liability is provided under an employers' liability insurance issued to comply with relevant employers' liability legislation.</p>
6. Vehicles used for a fee	<p>We do not cover any person for damages arising out of operation or ownership of a vehicle listed in your policy schedule while it is being used to carry people or property for a fee or similar reward. This exclusion does not apply to a car sharing agreement, where the vehicle has eight seats or less and you do not profit from the contributions you receive for your journey.</p>

E. EXCLUSIONS

7. Other vehicles	<p>We do not cover any person for damages arising out of the ownership, maintenance or use of any vehicle with less than three wheels.</p> <p>This exclusion does not apply to motorcycles listed on your policy schedule and for which a valid certificate of motor insurance or cover note has been issued.</p>
8. Competitive racing	<p>We do not cover any loss or damage to any vehicle, or any liability arising from the use of such a vehicle, in any motor competition, motor trial, pace making, instruction, drivers education, preparation, speed testing or participation for or in any race or speed contest, or prearranged handling and performance test, whether on a closed track, public roadway or private property.</p> <p>We do not cover any loss or damage to any vehicle, or any liability arising from the use of such a vehicle, whilst being used for any purpose on a closed track, motor racing circuit, pre-prepared course or derestricted toll road including, but not limited to, the Nurburgring circuit in Germany.</p>
9. Vehicle related services	<p>We do not cover losses to vehicles that are not shown on your policy schedule arising from the maintenance or use by any person whilst employed or engaged in the business of repairing, servicing, testing, washing, parking, storing, or selling of automobiles.</p>
10. Acts of war	<p>We do not cover any loss or damage caused directly or indirectly by any war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental. We do not cover loss or damage caused directly or indirectly by the destruction or seizure of property for a military purpose, or the consequences of any of these actions.</p>
11. Nuclear hazard	<p>We do not cover any loss or damage caused directly or indirectly by nuclear hazard.</p> <p>However, this exclusion does not apply to ensuing covered loss due to fire resulting from a nuclear hazard unless other exclusions apply.</p>
12. Radioactive, chemical or biological contamination	<p>We do not cover any loss or damage, directly or indirectly caused by:</p> <ol style="list-style-type: none"> radioactivity or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or the use of a chemical or biological weapon.
13. Vehicles airside	<p>We do not cover any loss or damage whilst a vehicle is on any part of an airport, aerodrome, airfield or military base where the public do not have free vehicular access used for:</p> <ol style="list-style-type: none"> the take-off or landing of aircraft and for the movement or storage of aircraft on the surface; or aircraft parking, including the associated service roads, refuelling areas and ground equipment parking areas.
14. Terrorism	<p>We do not cover any loss, damage, cost or expense of any nature whatsoever directly or indirectly caused by, resulting from or in connection with:</p> <ol style="list-style-type: none"> any act of terrorism except in so far as is necessary to comply with the relevant road traffic legislation; or resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. <p>In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.</p>
15. Pollution	<p>We do not cover any loss or damage arising out of pollution or contamination unless it is directly caused by a sudden identifiable unintended and unexpected occurrence and it occurs entirely at a specific time and place during the policy period.</p>
16. Contractual agreements	<p>We do not cover any damages arising from contracts or agreements unless liability for such damages would have existed without the agreement.</p>

E. EXCLUSIONS

17. Cyber exclusion

In no case shall **we** cover loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

Part IV - No Claims Discount

If this is a yearly contract, and **you** do not claim under this insurance and **you** have not been involved in an accident which has or may result in a claim against **you**, we will give **you** a discount on **your** renewal premium.

No Claims Discount between 1 and 4 Years - If **you** make only one claim in any period of insurance, any no claims discount which **you** have earned will be reduced at **your** next renewal, as shown in the following table.

Protected No Claims Discount 5+ Years – If **you** have 5 or more years No Claims Discount, **you** qualify for Protected No Claims Discount at no additional cost. No Claims Discount protection allows **you** to make two claims before **your** number of no claims discount years fall. Please see the following table for details.

	No Claims Discount at next renewal date without NCD protection				
Current number of years No Claims Discount	1 claim in the next 12 months		2 or more claims in the next 12 months		
1 year	0 years		0 years		
2 years	0 years		0 years		
3 years	1 year		0 years		
4 years	2 years		0 years		
	No Claims Discount at next renewal date with NCD protection				
Current number of years No Claims Discount	1 claim in any 5 Year period	2 claims in any 5 Year period	3 claims in any 5 Year period	4 claims in any 5 Year period	More than 4 claims in any 5 Year period
5+ years - Protected	5+ years - Protected	5+ years - Protected	3 years	1 year	0 years

No claims discount protection does not protect the overall price of **your** insurance policy. The price of **your** insurance policy may increase following an accident even if **you** were not at fault.

Part V - Legal Expenses

This insurance is arranged by Lawshield UK Limited whose registered office is at Lawshield House, 850 Ibis Court, Warrington, Cheshire, WA1 1RL and underwritten by 2. ALLIANZ INSURANCE plc (trading as Allianz Legal Protection) whose registered office is at 57 Ladymead, Guildford, Surrey GU1 1DB ("Allianz" or "ALP").

Lawshield UK Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 306793.

ALLIANZ INSURANCE plc (trading as ALLIANZ LEGAL PROTECTION) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference No. 121849. ALLIANZ INSURANCE plc (trading as ALLIANZ LEGAL PROTECTION) is registered in England and Wales under number 00084638.

In return for the payment of your premium the **Insurer** will provide the insurance detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by the **Insurer** during the **policy period**.

The special definitions below apply only to Part V – Legal Expenses, and where the same words are defined elsewhere in this policy, these special definitions apply to this section only.

A. SPECIAL DEFINITIONS IN PART V (in addition to the general policy definitions)

The words or phrases in this section have the meanings shown below.

Claims adjuster	Any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by us to act for the insured person .
Geographical Limits	<ul style="list-style-type: none">a) For Personal Injury & Uninsured Loss Recovery - the United Kingdom, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey;b) For vehicle hire - England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey;c) for Identity and Registration Theft – United Kingdom of Great Britain, Northern Ireland, the Isle of Man and Channel Islands.
Identity and registration theft	The theft or unauthorised use of your personal identification which has resulted in the unlawful use of your identity. In relation to your vehicle , this extends to the theft or unauthorised use of your vehicle's registration mark or number plate.
Insured incident	<p>A road traffic accident for which the insured person is not at fault (excluding claims for theft or fire) occurring within the policy period and geographical limits which results in:</p> <ul style="list-style-type: none">a) Loss or damage to the vehicle including any trailer attached.b) Loss or damage to any personal property owned by the insured person whilst the property is in/on or attached to the vehicle.c) The death of or injury to the insured person whilst in or getting into or out of the vehicle.d) Any other uninsured losses.
Insured person	You , and any passenger who is in or on the vehicle with your permission. Anyone claiming under this section must have your agreement to claim.
Insurer(s)	means Allianz Legal Protection.

A. SPECIAL DEFINITIONS IN PART V (in addition to the general policy definitions)

The words or phrases in this section have the meanings shown below.

Legal costs and expenses	<p>a) Fees, costs and disbursements reasonably incurred by us, any claims adjuster, solicitor, or other appropriately qualified person appointed to act for the insured person with our consent; and</p> <p>b) The costs of any civil proceedings incurred by an opponent awarded against the insured person by order of a court or which we have agreed to pay.</p> <p>Where solicitors costs are payable by us, these will be chargeable on the standard basis as defined by the Civil Procedure Rules, or in accordance with the Fixed Recoverable Costs scheme if appropriate and would be limited to £125.00 including VAT per hour solicitors time, and £12.50 including VAT for each letter sent out.</p> <p>Explanatory note: The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The rules set out how legal fees are calculated for these cases.</p>
Limit of indemnity	<p>the maximum sum payable by the insurer:</p> <p>Section B 1 Personal Injury and Uninsured Loss Recovery: £150,000 for all insured incidents which are related in time or by cause. This includes legal costs and expenses of both the insured person and any opponents where the insured person is liable to pay them.</p> <p>Section B 2 Motor Prosecution Defence: £150,000. The total of all legal costs and expenses payable by the insurer for all unrelated insured incidents shall not exceed £500,000 in any one policy period.</p>
Prospects of success	Reasonable prospects are considered to be 51% or better chance of success.
Solicitor	the solicitor , firm of solicitors or other appropriately qualified person, firm or company appointed to act for the insured person .
Standard basis	The assessment of costs which are proportionate to the insured person's claim.
Vehicle hire	The cost of hiring a comparable replacement vehicle for one continuous period that we agree to. This cost includes motor insurance for the vehicle.
We, us, our	Lawshield UK Limited on behalf of Allianz Legal Protection.

B. INSURED INCIDENTS

1. Personal Injury & Uninsured Loss Recovery	<p>We will pay up to the Limit of Indemnity for legal costs and expenses for legal proceedings started on an insured person's behalf during the policy period and in connection with the following:</p> <p>a) The costs of pursuing civil claims arising from an insured incident relating to the use of the vehicle which results directly in the death of or personal injury to the insured person any other uninsured losses the insured person incurs.</p> <p>b) The first £65.00 of hire charges incurred by the insured person inclusive of VAT, if the vehicle is rendered immobile as a result of an insured incident.</p> <p>c) Recovery charges up to £100.00 including VAT, if the vehicle is rendered immobile as the result of an insured incident and has to be recovered to a place of safety.</p> <p>d) Accommodation charges up to a maximum of £65.00 including VAT following an insured incident which renders the vehicle immobile and leaves the insured person stranded more than 50 miles away from their normal place of residence or intended destination.</p> <p>If the insured person is not awarded any costs or compensation we will pay all legal costs and expenses up to the limit of indemnity under this section. If the insured person is awarded costs, the insured person must use these to repay the amount we have paid out on their behalf in connection with the proceedings but if the legal costs and expenses are greater than the amount the insured person is awarded for those costs and expenses, we will pay the extra amount (up to the limit of indemnity under this section).</p>
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B. INSURED INCIDENTS

2. Motor Prosecution Defence

We will pay up to the **Limit of Indemnity** for defending the **insured person's** legal rights including an appeal against conviction or sentence after an event which gives rise to a criminal prosecution against the **insured person** for a motoring offence which arises in the **geographical limits** as a result of the **insured person** owning or using the **insured vehicle** where:

- a) The date when the motoring offence occurred or is alleged to have occurred is within the **policy period**.
- b) The **insured person** is facing suspension or disqualification of their driving licence, and
- c) There are **prospects of success** to secure a not guilty verdict.

3. Replacement vehicle hire

We will appoint a **claims adjuster** to make the arrangements on **our** behalf for **vehicle hire** for the **insured person** within the **geographical limits** and **we** will pay the **insured person's vehicle hire** costs following an accident involving the **vehicle** and another vehicle, as long as:

- a. The **vehicle** cannot be driven, and
- b. The accident was entirely or partially the other person's fault. Provided that:
 - i. The **insured person** agrees to the **claims adjuster** trying to recover any **vehicle hire** costs in their name, and any costs recovered must be paid to them.
 - ii. The **claims adjuster** will choose the vehicle hire company and the type of vehicle to be hired.
 - iii. The **claims adjuster** will decide how long a vehicle can be hired for.
 - iv. The **insured person** must tell the **claims adjuster** as soon as the **vehicle** becomes available for them to drive again.
 - v. The **insured person** must meet the age and licensing rules of the **vehicle hire** company the **claims adjusters** choose and must follow any terms and conditions of hire.

Where the accident is partially the other person's fault, arrangements for vehicle hire will be agreed at **our** discretion.

We will not pay:

1. **Vehicle hire** costs if the **insured person** is claiming against a person who does not have valid motor insurance or cannot be identified or traced; or
2. **Vehicle hire** costs when the **insured person** makes their own arrangements for vehicle hire after an **insured incident**.

Please note that there may sometimes be circumstances, such as local unavailability, in which the **claims adjuster** are unable to provide a comparable replacement vehicle. In such cases, the **claims adjuster** will try to provide an alternative replacement vehicle.

If this is not possible **we** will still seek to recover the **insured person's** uninsured losses for the loss of use of the **vehicle**.

B. INSURED INCIDENTS

4. Identity and registration theft

- a. **We** will provide an **identity and registration theft** telephone helpline service giving **you** detailed guidance and advice over the phone for any concerns about being or becoming a victim of **identity and registration theft** or about the illegal use of **your vehicle's** registration mark. For help, telephone +44 (0)300 303 3637. The helpline is open 8am-8pm, 7 days a week. Whilst cover for **identity and registration theft** is only available as specified in the **geographical limits**, if **your** identity is used or stolen while abroad **you** may still be able to access the advice available from the **identity and registration theft** helpline service although **we** cannot guarantee this service will be available.
 - b. If **you** think **you** have been a victim of **identity and registration theft** **you** should call the telephone helpline service described at point (a) above. **We** will assign a personal caseworker who will provide telephone advice and a personal action plan to help restore **your** identity and credit status or stop fraudulent use of **your vehicle's** registration mark.
 - c. Following use of the resolution service described at point (b) above, **we** will pay **legal costs and expenses** that become necessary to reinstate **your** identity. This includes the cost of signing statutory declarations or similar documents. **We** will represent **your** legal rights in a dispute with any party who takes legal action against **you** arising from or relating to **identity and registration theft**.
 - d. **We** will pay the cost of telephone calls, faxes or postage incurred by **you** to communicate with the police, driver and vehicle licensing agency, transport agency, credit agencies, financial service providers or creditors; and the cost of replacing documents, re-registering **your vehicle** with the DVLA and purchasing a new number plate for **your vehicle**. Should **you** suffer loan rejection due to damage to **your** credit rating resulting from **identity and registration theft**, **we** will pay any re-application or administration fee relating to the loan rejection.
- Provided that:
- i. **You** notify banks and building societies or, if **your vehicle's** registration mark is being used illegally, the Driver and Vehicle Licensing Agency as soon as possible; and
 - ii. **You** tell **us** if **you** have previously suffered identity theft; and
 - iii. **You** take all reasonable action to prevent continued unauthorised use of **your** identity.

C. ADDITIONAL SERVICES

An **insured person** can contact the **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call the **insured person** back depending on their enquiry. To help **us** check and improve **our** service standards, **we** may record all inbound and outbound calls except those to the counselling service.

When calling, please tell **us** that **you** are a Chubb Private Client Group customer.

Please do not call **us** on the numbers below to report a general insurance claim. To make an insurance claim please see the contact details outlined in 'Making A Claim' on page 4.

1. Eurolaw personal legal and tax advice service

We will appoint a **solicitor** to give an **insured person** confidential legal advice over the phone on any motoring issue, under the laws of the member countries of the **United Kingdom**, European Union, the Isle of Man, the Channel Islands, Switzerland and Norway, or on any UK personal tax problem.

To obtain assistance please telephone +44 (0)300 303 3637.

2. Counselling

We will appoint a counsellor to provide an **insured person** with a confidential counselling service over the telephone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward referral to relevant voluntary or professional services. The **insured person** will pay any costs for using the services to which they are referred. To contact the counselling helpline, telephone **us** on +44 (0)300 303 3637.

We will not accept responsibility if the helpline services are unavailable for reasons that **we** cannot control.

D. EXCLUSIONS

We will not pay **legal costs and expenses** for legal proceedings in the following circumstances:

- a) Claims where there are no **prospects of success**. **We** will continue to assess whether **prospects of success** exist throughout the **insured person's** claim and if at any time we consider the insured person's claim no longer has **prospects of success** and/or an alternative course of action is appropriate and/or under the terms and conditions of the policy the claim is not admissible, then **we** will inform the **insured person** in writing of our decision and the reason behind that decision. Having informed the **insured person** of this, and subject to the policy conditions, **we** may withdraw further cover for **legal costs and expenses**.
- b) Parking or obstruction offences.
- c) Where a reasonable estimate of the **legal costs and expenses** is greater than the amount in dispute other than in relation to Uninsured Loss Recovery Claims.
- d) If **we** have not agreed to the **legal costs and expenses** in advance or before **we** have accepted the claim in writing.
- e) Claims arising from any deliberate or criminal act or omission by the **insured person**.
- f) Claims which relate to fines and penalties awarded against the **insured person** by a criminal court.
- g) Claims arising from driving under the influence of alcohol or drugs.
- h) Incidents involving an **vehicle** owned or driven by the **insured person**, where the **insured persons** were not in possession of a valid driving licence or the **vehicle** was not covered by a valid test certificate where appropriate or was not in a road-worthy condition. For claims under B. Insured Incidents, 2: Motor Prosecution and Defence the **insured persons** driving licence must have no more than 9 points on it at the date when the motoring offence occurred or is alleged to have occurred.
- i) The use of motor **vehicles** by or on behalf of the **insured person** for racing, rallies, competitions or trials of any kind.
- j) If **we** are not told about the claim within 180 days of the event which caused it.
- k) Claims arising from an **insured incident** that occurs outside the **geographical limits** except enforcement of a judgement obtained from a court within the **geographical limits** with **our** prior approval against a defendant who resides outside the jurisdiction of the court making the order.
- l) Any direct or indirect consequence of 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.
- m) Any direct or indirect consequence of **terrorism** as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- n) Any 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
 - iii. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- o) Any consequence, howsoever caused, including but not limited to Computer Virus, of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

We will not pay for the following:

- a) Travelling expenses or compensation for being off work.
- b) **Legal costs and expenses** if the **insured person** withdraws from legal proceedings without **our** agreement.
- c) **Legal costs and expenses** which are covered under a more specific insurance or if a claim has been refused by another insurance company.
- d) **Legal costs and expenses** where fixed recoverable costs have already been recovered by the **solicitor**.

E. CONDITIONS

The following conditions apply to this section in addition to those listed under Part VI – General Conditions.

1. Responsibilities of the insured person	<ul style="list-style-type: none">a) The insured person must tell us in writing as soon as possible when a claim or possible claim happens.b) The insured person must give us any information and evidence we need (the insured person will have to pay any costs involved in this). The insured person must not do anything to affect their case.c) The insured person must tell us about any other legal expense insurance they have which may cover the same loss.d) The insured person must co-operate fully with us, the claims adjuster or the solicitor.e) This policy, providing cover for the insured person and the vehicle, remains valid and in force at the time of any insured incident.
2. Choice of solicitor	<ul style="list-style-type: none">a) Before legal proceedings are issued we will appoint a solicitor from our panel to act on behalf of the insured person to prosecute, defend or settle any claim we accept under the terms of this policy.b) If legal proceedings need to be issued, the insured person does not have to accept the solicitor we have chosen. The insured person must send us in writing the full name and address of a solicitor who they want to act for them.c) In choosing their solicitor, the insured person must try and keep the cost of any legal proceedings as low as possible.d) If the insured person cannot agree a suitable solicitor with us, the insured person can refer their choice of solicitor to arbitration in line with the conditions of this policy. If there is a dispute about the choice of solicitor, we will appoint a solicitor to act on behalf of the insured person to protect their interests whilst arbitration takes place.e) If we are insuring two or more people for one claim, the insured person may choose solicitors. The insured person must send their name and address to us before we agree to pay any legal costs and expenses.f) Before we accept the insured person's choice of a solicitor, or if the insured person fails to choose a solicitor, we will be entitled to instruct a solicitor on their behalf.
3. Representation	<ul style="list-style-type: none">a) We can take over, and carry out in the name of the insured person, action to take or defend any claims and we will have complete control over how legal proceedings are carried out.b) Legal costs and expenses payable are to be in no way affected by any agreement, undertaking or promise made or given by the insured person to the solicitor, witness expert or any claims adjuster.c) We shall have direct access to the solicitor at all times and the insured person must keep us fully informed of all material developments during their claim. If we ask the insured person must instruct the solicitor to produce to us any documents, information or advice in their possession and the insured person must give the solicitor any other instructions relating to the conduct of their claim as we may require.d) Our written consent must be obtained prior to:<ul style="list-style-type: none">i. The instruction of Counsel to appear before a Court (or tribunal) before which a solicitor has a right of audience;ii. The instruction of Queen's Counsel;iii. The incurring of unusual experts fees or unusual disbursements;iv. The making of an Appeal.e) If for any reason the solicitor refuses to continue to act for the insured person or if the insured person withdraws their claim from the solicitor, we will not pay any further legal costs and expenses unless we agree to the appointment of an alternative solicitor in accordance with the terms and conditions of this policy. We will not pay any additional legal costs and expenses arising solely as a result of the appointment of a new solicitor.f) If the insured person unreasonably withdraws from a claim without our prior agreement, then the legal costs and expenses will become the responsibility of the insured person and we will be entitled to be reimbursed by the insured person for any costs paid or incurred during the course of the claim. This includes any legal costs and expenses that we consider the insured person is obliged to pay solely because they withdrew from the claim.g) This insurance does not cover an Appeal unless we are notified in writing by the insured person no later than six working days before the time for making an Appeal expires and we consider that there are prospects of success of such an Appeal succeeding.

4. Part 36 Offers	<p>a) The insured person or the solicitor must inform us immediately in writing of any Part 36 offer under the Civil Procedure Rules made with a view to settling the claim. No agreement is to be made to settle the claim on the basis of both sides paying their own costs without our prior approval.</p> <p>b) If the insured person or the solicitor fail to tell us of any Part 36 offer, then the insured person will be responsible to us for an amount equal to the detriment we have suffered as a result of the insured person's failure to comply with this obligation, and we may deduct this amount from any payment we make under this section.</p> <p>c) If the insured person does not accept a Part 36 offer and the insured person does not subsequently achieve a higher award of compensation then we will not pay any further legal costs and expenses or opponent's costs unless we were notified of the Part 36 offer and agreed to continue the proceedings.</p> <p>d) We will not unreasonably withhold our agreement to continue proceedings however we will have the right to ask the insured person to instruct the solicitor to obtain counsel's opinion on the merits of the claim, defence, any Part 36 offer made by an opponent or proposed by the insured person, or whether there are grounds for continuing the proceedings before we agree to continue with their claim.</p>
5. Costs and Recovery	<p>a) At our request, the insured person must instruct the solicitor to have the legal costs and expenses taxed, assessed or audited by the relevant authority.</p> <p>b) The insured person must take all reasonable steps to recover legal costs and expenses payable under this policy from their opponent and pay any recovered legal costs and expenses to us.</p> <p>c) We can take proceedings in the name of the insured person (at our own expense and for our own benefit) to recover from anyone else, any payment we have made under this insurance.</p>
6. Arbitration	<p>a) If there is a dispute between the insured person and us over the presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings then at the written request of the insured person the dispute will be referred to an arbitrator, who shall be a solicitor or Counsel that the insured person and we agree on. If there is no agreement on the choice of arbitrator one will be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their dispute as required by the arbitrator whose decision will be final and binding. All costs of resolving the dispute shall be met in full by the party against whom the decision is made, or as decided by the arbitrator.</p> <p>b) If there is a disagreement over the amount we owe the insured person, we will pass the matter to an arbitrator who both the insured person and we agree to. When this happens, the arbitrator must make a decision before the insured person can start proceedings against us.</p>
7. Contribution	<p>If the insured person has other insurance against liability or loss covered by this policy, we will not be liable for a greater proportion of such liability or loss than the applicable limit of liability bears to the total applicable limit of liability of all collectible insurance against such liability or loss.</p>

Part VI – General Conditions

WHICH APPLY TO THE WHOLE POLICY

We may not be liable to pay any claim under this insurance unless **you** and any insured person comply with all the requirements in the following conditions:

1. Your duties after an occurrence	<p>In the event of an occurrence which is likely to give rise to a claim under this policy, or if you or any other insured person under this policy is sued in connection with an occurrence which may be covered under this policy, you or an insured person (where applicable) must:</p> <ol style="list-style-type: none">give prompt notice to us as soon as reasonably possible of any incident that may result in any kind of claim under this policy. Failure to do so may affect our acceptance of a claim under the policy if the claim is made so long after the event that we are unable to investigate the claim fully or may result in you not receiving the full amount claimed if the amount claimed is increased as a result of the delay;notify the local police if loss or damage is caused by theft or attempted theft, road traffic accident involving any personal injury, or when damage occurs but names and addresses were not exchanged with the other driver and any other owner of property damaged, malicious persons or vandals, and keep a note of any reference number given to you;protect the vehicle from further damage. If repairs to the vehicle are required, you must:<ol style="list-style-type: none">make reasonable and necessary repairs to protect the vehicle; andkeep an accurate record of all repair expenses;provide us with bills, receipts and related documents;as often as we reasonably require:<ol style="list-style-type: none">make available to us the damaged vehicle for inspection;provide us with the records and documents that we request; andsubmit to separate examination under oath;provide us with the names and addresses of any known persons injured and any available witnesses;provide us with any legal documents and other documents which will help us defend any insured person; andassist and co-operate with us in the conduct of the defence by helping us:<ol style="list-style-type: none">to make a settlement;to enforce any right of contribution or indemnity against any person or organisation who may be liable to an insured person;to attend hearings and trials; andto secure and give evidence and obtain the attendance of witnesses.
2. Driver responsibilities	<p>Everyone who is covered by this policy must follow the policy terms and conditions. All drivers and riders must hold a valid driving licence for any vehicle being driven or ridden and must follow the conditions of that licence and not partake in criminal or illegal acts or drive while intoxicated.</p>
3. Care of your vehicle	<p>You must take all reasonable precautions to keep your vehicle in an efficient and roadworthy condition and protect it from loss or damage.</p>
4. Losses not covered by this policy	<p>If, by law, we must make a payment that is not covered by the policy, we have the right to recover the payments from you or the person who is liable.</p>
5. Recovery from third parties	<p>If you or an insured person has the right to recover from a third party all or part of any payment made under this policy, those rights are transferred to us following, and to the extent of, our payment under this policy. You or an insured person must not do anything after the loss to impair such rights of recovery. At our request and cost, you or an insured person will bring an action or transfer those rights to us and help us enforce them in our attempt to recover our payment.</p>

6. Rights of third parties	This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.
7. Changes in circumstances	<p>If we are advised by you of any change in circumstance which will affect this insurance, we reserve the right to amend any of the terms or conditions of this insurance.</p> <p>You must advise us immediately should you require cover for a newly acquired vehicle. You must also advise us of the deletion of any vehicle.</p> <p>No change or modification to the cover provided by this policy shall be effective except when made by us in writing.</p>
8. Concealment or fraud	<p>Your ability to make a claim may be prejudiced if, whether before or after a loss, you or a named driver has:</p> <ol style="list-style-type: none"> intentionally concealed or misrepresented any statement of fact or circumstance; engaged in fraudulent conduct; or made false statements relating to this insurance. <p>Fraudulent claims</p> <p>If you make a fraudulent claim under this Policy, we:</p> <ol style="list-style-type: none"> may not be liable to pay any part of the claim; may recover from you any sums already paid to or on behalf of you in respect of the claim; and may, by notice to you, treat this policy as having been terminated with effect from the date of the fraudulent act, in which case we are not liable for any occurrence occurring after that date and are entitled to receive and retain the full premium.
9. Assignment	No assignment of or change of interest in this policy or in any amount payable under it will be binding on or recognised by us without our written consent.
10. Conformity to statutes	Any provision of this policy which is in conflict with local law shall be taken to be amended to conform to the law.
11. Sanctions	<p>We shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, our parent company or its ultimate controlling entity to any sanction, prohibition, restriction or any applicable anti-terrorism legislation or regulation under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or the United States of America or the United Kingdom.</p> <p>Chubb European Group SE is a subsidiary of a US company. As a result, Chubb European Group SE is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Iran, Syria, North Korea, Crimea Region and Cuba.</p>
12. Liberalisation	We may extend or broaden the insurance provided by this policy without increasing the premium. If we do this during the policy period or within sixty (60) days before it begins, then the extended or broader insurance will automatically be applied to your policy.
13. Law	<p>Unless the policy schedule provides to the contrary, this contract will be governed by English Law, and you and we agree to submit to the exclusive jurisdiction of the courts of England and Wales, unless you reside in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction.</p> <p>The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.</p>
14. Bankruptcy or death	Your bankruptcy or insolvency shall not relieve us of any of our obligations. Furthermore, if you die during the policy period , this policy, unless cancelled by your legal representative, will cover your legal representative for the remainder of the policy period .
15. Other insurance	If a loss covered by this policy is also covered by other insurance, we will pay only the rateable proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

16. Renewal	<p>We reserve the right not to renew your policy if you have made us aware or we otherwise become aware of any changes to your circumstances and/or information you have provided previously, or any new statement of fact, which may affect our acceptance of your policy.</p> <p>If we elect not to renew this policy, we will notify Footman James not less than 10 days before the end of the policy period as stated in the policy schedule.</p> <p>We will write to you in advance of your renewal date with our offer to renew, or to give you plenty of time to make other arrangements if we are unable to renew your insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next policy period.</p>
17. Currency	<p>Please note that any limit or sum of money referred to in this policy wording shall be converted to the currency used in the schedule at the Chubb corporate exchange rate applicable at the date of the claim/incident. Details of the applicable exchange rate are available upon request.</p>
18. Your Cancellation	<p>You may cancel this insurance by phoning Footman James on 01384 218027 or writing to the address show below, within 14 days of receipt of your policy or 14 days from the effective date whichever is the later. We will refund any premium you have paid, but may retain a proportion of such premium that relates to the time on risk providing no claims have been made.</p> <p>If you decide not to continue with the policy after the 14 days you may cancel at any time by giving us 14 days notice. We will refund a pro rata amount of any unused premium you have paid providing no claims have been made in the policy period. Footman James will charge a cancellation fee.</p> <p>Footman James, Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill DY5 1LX.</p>
19. Cancellation following non-payment of premium	<p>If you have agreed to pay your premiums by instalments, we may cancel your policy if you do not pay an instalment when it is due. Before this happens you will receive notice of the missed instalment and be given an opportunity to pay the overdue amount. If you do not pay the overdue instalments within the time set out in the notice, we may cancel your insurance by sending seven days notice by recorded delivery to your last known address. In the event of non-payment of premium, we may refuse any claims(s) under your policy or deduct any unpaid premiums from any claims payment(s).</p>
20. Our Cancellation	<p>We may cancel your policy by sending you 14 days notice by recorded delivery to your last known address where we have serious grounds for doing so. You will be entitled to a pro rata return of premium calculated from the date of cancellation providing no claims have been made in the policy period.</p>
21. Payment of premium	<p>You must pay the premium shown in the schedule. No claims will be met if the premium is not paid.</p>
22. Agreed Value	<p>If your vehicle is insured on an Agreed Value basis, you must complete a Vehicle Condition Report and/or provide us with any other documentary evidence to prove the value of your vehicle. It is your duty to inform us if the value of your vehicle changes. To maintain an Agreed Value an updated Vehicle Condition Report must be provided a minimum of every three years, failure to maintain up to date reports will result in your vehicle value reverting to a Market Value basis. You agree that we may change the Agreed Value when the policy is renewed to reflect up to date values.</p>

Part VII - Complaints

If **you** have cause to complain, please phone Footman James on 0333 207 6101 or write to the Director at Footman James. Footman James will send **you** details of who will be dealing with **your** complaint. If **you** would like a copy of Footman James' complaints procedure, phone 0333 207 6101 or write to the address shown below:

Footman James, Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill DY5 1LX.

If **your** complaint needs a response from **us**, Footman James will send **us** details of **your** complaint and give **you our** contact details. If **you** would like a copy of **our** complaints procedure write to **us** at the address shown in **your** Certificate of Motor Insurance. Footman James can also give **you our** address and phone number.

If **you** are still not satisfied after receiving a final decision, or if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint, **you** may be able to refer **your** complaint within 6 months to the Financial Ombudsman Service. To refer **your** complaint please write to:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

Phone: 0800 023 4567 (from landlines) or 0300 123 9123 (from mobiles)

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

Website: www.financial-ombudsman.org.uk

These actions do not affect **your** rights to take legal action if necessary.

If **you** wish to make a complaint in relation to the Legal Expenses section, **you** should contact:

The Managing Director, Lawshield UK Ltd, 1210 Centre Park Square, Lakeside Drive, Centre Park, Warrington. WA1 1RU

Tel: 0800 731 3942 Fax: 01925 428357

Email: customerrelations@lawshield-uk.com.

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

Part VIII - Important Information

How Footman James uses your data

All references to **WE**, **US** and **OUR** in this 'How Footman James uses your data' are to **Footman James and Advisory Insurance Brokers Limited as the Data Controller**

Footman James, a trading name of Advisory Insurance Brokers Limited is the Data Controller of the personal data (information) you provide to us. We may share your information within The Ardonagh Group. We will use your personal information to:

- assess and provide the products or services that you have requested
- communicate with you in relation to servicing and administering your product
- develop new products and services
- undertake statistical analysis to help us improve our services and products
- provide additional assistance for these products or services
- notify you of important changes to products and functionality changes to our websites.

From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group, subject to relevant marketing regulations and permissions.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is included in our Fair Processing Notice full details of which can be found here <https://www.footmanjames.co.uk/fair-processing-notice>. This gives you more information on who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, we can send the Fair Processing Notice to you at no cost.

In the event you or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to advisorydataprotection@ardonagh.com or in writing to The Data Protection Officer, Ardonagh Advisory, Suite M, The Octagon, Colchester CO1 1TG, United Kingdom.

How Chubb use personal information

Chubb uses personal information which You supply to **Us** or to **Your** Insurance broker in order to write and administer this **Policy**, including any claims arising from it. This information will include basic contact details such as **Your** name, address, and policy number, but may also include more detailed information about **You** (for example, your age, health, details of assets, claims history) where this is relevant to the risk **We** are insuring or to a claim **You** are reporting. **We** are part of a global group, and **Your** personal information may be shared with our group companies in other countries as required to provide **Your Policy** or to store **Your** information. **We** also use a number of service providers, including a credit reference agency, who will also have access to **Your** personal information subject to our instructions and control. The agency records **Our** enquiries but **Your** credit rating is not affected. **You** have a number of rights in relation to **Your** personal information, including rights of access and, in certain circumstances, erasure. This section represents a condensed explanation of how we use **Your** personal information. For more information, **We** strongly recommend you read **Our** user-friendly Master Privacy, available here: <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>. **You** can ask us for a paper copy of the Privacy **Policy** at any time, by contacting us at dataprotectionoffice.europe@chubb.com

Lawshield UK Limited Privacy Notice

This is a short privacy notice for Lawshield UK Ltd referred to as "**we/us/our**" in this notice. **We** understand that **your** privacy is extremely important to **us**. As a result **we** have put in place many measures to ensure that any personal data **we** obtain from **you** is processed and maintained in accordance of the General Data Protection Regulation 2016 (GDPR). This statement provides **you** with details of the type of information **we** may hold about **you**, how **we** obtain and use the information and how **we** protect **your** privacy. This notice may be updated from time to time, please refer to **our** website for the most current version.

Our data controller registration number issued by the Information Commissioner's Officer is Z5685935.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "**you/your**" in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

This notice explains the most important aspects of how **we** use **your** data. Lawshield UK Ltd full privacy notice can be found by visiting **our** website www.lawshield.co.uk or request a copy by emailing **us** at dataprotection@lawshield.co.uk.

Alternatively, **you** can write to **us** at: Compliance Department, Lawshield UK Limited, 1210 Centre Park Square, Centre Park, Warrington, WA1 1RU.

Allianz UK Group Privacy Notice Summary

Please find below a summary of our Privacy Notice. The full notice can be found on the Allianz UK website: allianz.co.uk/privacy-notice.html.

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below. Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team: Telephone: 0208 231 3992
Email: datarights@allianz.co.uk

Address: Allianz Insurance Plc, Allianz, 57 Ladymead, Guildford, Surrey, GU1 1DB

Any queries about how we use personal information should be addressed to our Data Protection Officer: Telephone: 0330 102 1837
Email: dataprotectionofficer@allianz.co.uk

Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey, GU1 1DB

The Motor Insurance Database

Information relating to this insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency Northern Ireland (DVANI), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- i. Electronic Licensing
- ii. Continuous Insurance Enforcement
- iii. Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- iv. The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If an authorised driver is involved in a road traffic accident (either in the UK, the EU or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including his or her 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 MID. It is vital that the MID holds the correct registration number. If it is incorrectly shown on the MID there is a risk of having the vehicle seized by the Police. The registration number details can be checked on the MID at www.askmid.com.

Fraud prevention and detection

In order to prevent and detect fraud **we** may at any time:

- a. share information about **you** with other organisations and public bodies including the police;
- b. check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
 - i. help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
 - ii. recover debt, prevent fraud and to manage **your** insurance policies;
 - iii. check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- c. undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

Financial Services Compensation Scheme (FSCS)

Chubb European Group SE and Allianz Group UK are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** financial obligations **you** may be entitled to compensation from the scheme, depending on whether **you** are an eligible claimant, the type of insurance and the circumstances of the claim. Further information on the scheme is available from the FSCS at www.fscs.org.uk or by calling +44(0)20 7741 4100 or +44(0)800 678 1100.

Chubb European Group SE is incorporated in France and operates through a branch in the UK. Authorised and regulated by the French Prudential Supervision and Resolution Authority. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Details about our authorisation can be found on the Financial Conduct Authority's website (FS Register number 820988).

Footman James
Waterfront Business Park,
First Floor, Unit 7,
Waterfront Way,
Brierley Hill DY5 1LX
Tel. 0333 207 6114
footmanjames.co.uk



Footman James is a trading name of Advisory Insurance Brokers Limited. Registered in England No. 4043759. Registered Address: 2 Minster Court, Mincing Lane, London, EC3R 7PD. Authorised and regulated by the Financial Conduct Authority. Telephone calls may be monitored or recorded.