

## esure Car Insurance

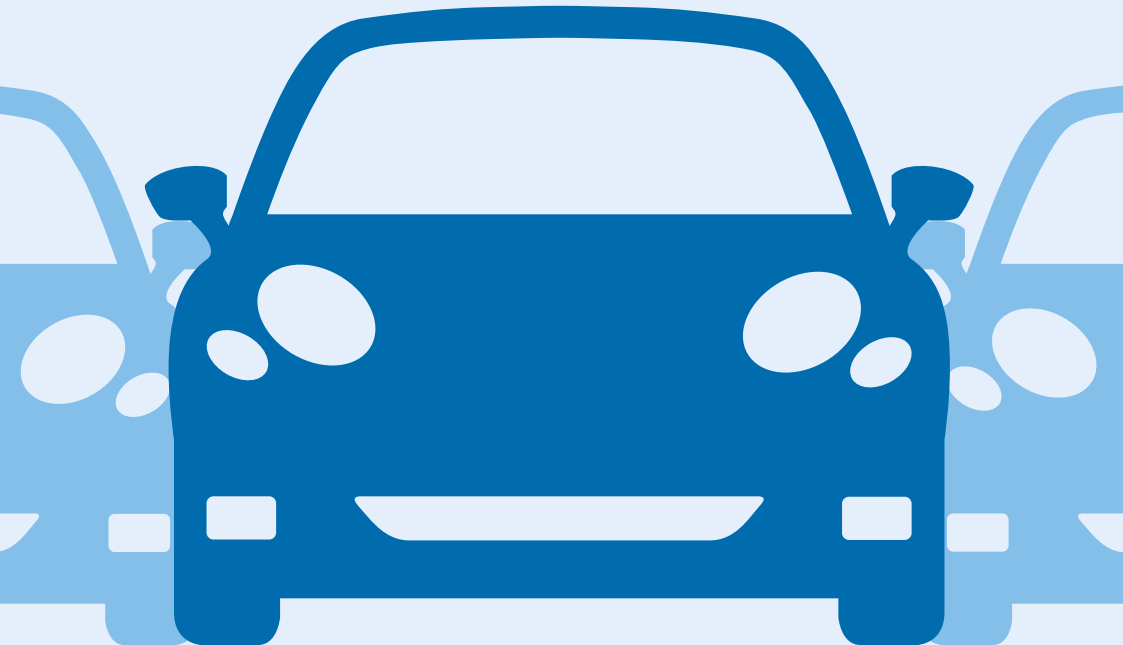
### Optional Extras

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**The following Optional Extras are available to enhance your policy cover.**

Please see your Schedule to confirm if you have bought any of the additional cover below.

- Motoring legal protection
- Breakdown assistance cover
- Personal injury benefit
- Car hire benefit
- Key cover
- Misfuelling cover
- Excess Protection





# Contents

Section 8 Motoring legal protection	1
What we will cover	3
Exceptions which apply to motoring legal protection	6
Conditions which apply to motoring legal protection	7
Section 9 Breakdown assistance cover	9
Cover options	11
General conditions	13
Complaints	15
Section 10 Personal injury benefit	18
What is covered	20
Exceptions which apply to personal injury benefit	21
Conditions which apply to personal injury benefit	22
Section 11 Car hire benefit	23
What is covered	23
Exceptions which apply to car hire benefit	24
Conditions which apply to car hire benefit	24
Section 12 Key cover	25
What is covered	26
Exceptions which apply to key cover	27
Conditions which apply to key cover	27
Section 13 Misfuelling cover	29
What is covered	30
Exceptions which apply to misfuelling cover	30
Conditions which apply to misfuelling cover	31
Section 14 Excess protection	32
What is covered	32
Exceptions which apply to excess protection cover	33
Conditions which apply to excess protection cover	33

# Section 8 Motoring legal protection

## Important information

The insurance under Section 8 is provided by esure Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Firm Registration Number 203350

This section only applies if **your Schedule** shows that **you** have motoring legal protection cover, and **you** have paid the premium for it.

The persons covered by this section are the policyholder, any drivers named on **your policy Schedule**, and any passengers.

## Meaning of words and terms

In this section 8 of **your policy**, the following words or **terms** are defined and have the meanings shown here. Where a word has a defined meaning it will appear in bold and have the same meaning throughout this section. These words may have a different meaning to those given elsewhere in **your policy**.

### authorised representative

A person appointed under this section to represent **you** who will be suitably competent to carry out the work and who may be a member of **our** staff, a barrister, a solicitor or a firm of solicitors or someone working in a firm of solicitors.

### car

Any private motor vehicle described in paragraph 1a), b) and c) 'description of vehicle' in **your Certificate of Insurance**.

### Certificate of Insurance

The **Certificate of Insurance** that provides evidence that **you** have taken out the insurance **you** must have by law.

### esure

esure Services Limited

### indemnity limit

- The maximum amount **we** will pay towards the costs incurred to recover **uninsured losses** for any one road traffic accident is £100,000 per person covered by this section (including VAT).
- The most **we** will pay for any one defence of motoring prosecution incident is £100,000 (including VAT).
- The most **we** will pay for motoring database disputes is £10,000 (including VAT).

### lawyer

Practising solicitor or barrister regulated by the Solicitors Regulation Authority or Bar Standards Board in England and Wales, solicitors or advocates regulated by the Law Society of Scotland or the Faculty of Advocates in Scotland, or equivalent in non UK Territorial Limits.

### legal costs

- a) Costs relating to recovery of **uninsured losses**
  - the fees and expenses (including all VAT) reasonably and proportionately charged by the **authorised representative** on a standard basis in connection with **your legal proceedings**, as allowed at the time by the Civil Procedure Rules which cannot be recovered from another party
  - the defence costs of the other party which **you** are ordered to pay
  - any other costs to which **we** agree.
- b) Costs relating to defence of motoring prosecution

The fees and expenses (including all VAT) reasonably charged to defend a relevant motor prosecution and/or present arguments to mitigate a penalty imposed by a Magistrates' Court or Crown Court.

Reasonable costs are those that the ordinary privately paying individual would consider paying in defence of a prosecution.

c) Costs relating to motoring database disputes

The fees and expenses (including all VAT) reasonably charged to represent **you** in a dispute about information held on motoring databases about the insured **car** or **your** driving record which adversely affects **you**.

d) The fees and expenses (including all VAT) reasonably and proportionally charged by and agreed with the **authorised representative** in connection with a claim falling within the **Small Claims Track**.

## legal proceedings

Any civil, criminal, tribunal or arbitration proceedings or an inquiry or appeals from them.

## period of cover

The period shown in **your Schedule** unless **your policy** or any type of cover under **your policy** is cancelled, in which case the **period of cover** for **your policy** or type of cover under **your policy** respectively shall end on the cancellation date as notified to **you**.

## policy

**Your** contract of insurance set out in **your Policy** Booklet, Optional Extras Booklet (where applicable) **Schedule**, and **Certificate of Insurance**.

## proportionality

The process of **us** assessing whether the costs to pursue **your** claim for recovery of **your uninsured losses** are proportionate to the likely benefit it will bring. Issues **we** will consider when assessing **proportionality** will include, but are not limited to:

- the amount of money involved
- the importance of the case
- the complexity of the issues
- the financial position of the parties; and
- the damages **you** are expected to receive.

## motoring legal protection territorial limits

For uninsured loss claims, this is the United Kingdom, the Isle of Man, the Channel Islands, any country which is a member of the European Union and any country which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on insurance arising from the use of motor vehicles (No72/166/CEE).

For claims covering costs for defence of prosecution, this is the UK, the Isle of Man and the Channel Islands.

For claims covering costs for motoring database disputes, this is limited to data held by UK organisations.

## reasonable prospects

The process of **us**, or **your authorised representative**, assessing whether it is more likely than not that incurring a legal cost will result in a successful or more advantageous outcome.

## Schedule

The document headed **Car Insurance Schedule** which identifies the policyholder and contains the statements made and information provided by **you** or for **you** when **you** applied for cover and tells **you** the cover **we** have agreed to provide

## Small claims track

A **Small Claims Track** claim is one which fits the criteria set out in Part 27 of the Civil Procedure Rules. The Small Claims Track is a less formal Court process for deciding lower value claims, designed for use by members of the public without the need for legal representation. Claims involving personal injury where the expected value of the injury is not more than £1,000 and the overall value of the claim is not more than £10,000 are currently dealt with under the **Small Claims Track** but these limits are changed from time to time.

## terms

All terms, exceptions, conditions, restrictions and limitations which apply to **your policy**.

## trailer

Any standard make of **trailer** or caravan which meets the requirements of the appropriate construction and use regulations and has been specially built to be towed by a **car**.

## uninsured losses

Losses which **you** are not able to recover under **your car insurance policy**, where the loss is partly or wholly the fault of a third party. This includes, but is not restricted to, personal injury, **policy** excesses, loss of earnings, vehicle recovery charges, travel expenses and the cost of repairing damage to **your** attached towable **trailer**.

## you, your

The person named as the policyholder in your **Schedule** and any authorised driver of the **car** at the time of an incident and any passenger in the **car** at that time.

## your policy

The **Policy** Booklet and **Schedule** for **your car insurance policy** with **us** to which this section relates.

## we, us, our

esure Insurance Limited.

## How to make a claim

If **you** wish to make a claim, call **our** claims number on 0345 603 7872.

For Defence of motoring prosecution claims or motoring database disputes, please call **our** legal advice helpline any time of the day or night on 0345 850 9596.

If following **our** initial assessment of liability, **you're** unhappy with the decision, **you** can ask **us** to instruct **our** Solicitors to complete a further review of **your** case. This would involve a further conversation with **you** and **our** Solicitors to discuss the accident circumstances. Based on that conversation, they would then review any evidence available (police reports/witness statements/location etc) to enable them to reassess the prospects of the case.

# What we will cover

## Uninsured losses

**We** will cover, up to the **indemnity limit**, **your** costs for recovering any **uninsured losses you** incur which arise directly from any road traffic accident which was partly or wholly the fault of another party which involves **your car** or where **you** are a pedestrian, and results in:

- **your** death or injury
- damage to **your car** and/or attached towable **trailer**
- damage to any property which **you** own or are legally responsible for; and
- any other **uninsured losses** incurred by **you** arising directly from that road traffic accident.

## Defence of prosecution for motoring offences

**We** will pay for **legal costs** up to the **indemnity limit** to defend **you** if charged with a motoring offence arising from an incident while using **your car** (and which is not covered under Section 1 Liability to other people).

1. If **you** are notified by the police or the Crown Prosecution Service that **you** may be prosecuted for a motoring offence, **you** must call **our** legal helpline which will provide suitable legal advice. This will include advice on such things as:
  - the prospects of successfully defending the charge(s) brought
  - the likely penalty that could be imposed if **you** are found guilty.

In addition, further assistance provided may include such things as:

- co-ordinating the gathering of information and documents to support a defence
  - making representations to the Court (or instructing a barrister to do so, where appropriate) in defence of the charge(s) or to present arguments to limit the size of any penalty.
2. **We** will not pay costs which exceed the **indemnity limit**.
  3. Cover under this section will end when charges are withdrawn or a final finding as to guilt has occurred or where a guilty verdict has been delivered, final sentence has been passed. If **you** withdraw **your** defence without **our** consent and the written advice of **your** solicitor, **we** will not give **you** any cover under this section and **you** must then pay back to **us** any costs **we** have paid or incurred under the case or by withdrawing from it.
  4. **We** will consider the funding of appeals subject to proper notice, prior agreement and **our** assessment that it is more likely than not that the appeal will succeed.

## Motoring database disputes

**We** will pay **legal costs** up to a maximum of £10,000 to represent **you** in a dispute with the police, government agency and/or insurer:

- if the insured **car** is seized due to a failure in communication between **us** and the Motor Insurance Database, or
- if incorrect information is held/recorded on a motoring database about **your** driving record (e.g. driving licence, claims, convictions) or
- if incorrect information is held about the insured **car**, which adversely affects **you**.

## Your legal assistance

### Recovery of your uninsured losses

1. When **you** make a claim to recover **your uninsured losses** **we** will assess the legal merits of the claim on the basis of the facts given to **us** and whether **you** have **reasonable prospects** for taking, defending or being a party to **legal proceedings**. **We** will also consider whether, applying **proportionality**, it is reasonable that **your** costs be paid under this section. If legal assistance is necessary, **we** will appoint an **authorised representative** to deal with **your** claim before the commencement of any enquiry or proceedings.

Accidents occurring in England and Wales only

- If **your** claim includes personal injury and the value of **your** personal injury claim is assessed as likely to be below £1000, the procedure for making a claim is designed to be straightforward so that **you** can pursue **your** claim without legal representation. However, in these circumstances **we** will still cover the cost of an **authorised representative** providing **you** with online and/or telephone legal assistance to help **you** submit, evidence and value **your** claim to ensure **you** receive the correct level of compensation.
  - If fault for causing the accident is disputed or where the value of **your** claim is assessed as likely to be above the **Small Claims Track Limit**, or in other such circumstances as **we** consider it to be reasonably required, **we** will cover the cost of an **authorised representative** acting on **your** behalf to pursue **your** claim for **you**.
2. **We** may refuse to accept a claim to recover **your uninsured losses** or **we** may withhold **our** consent for **you** to incur costs in relation to the recovery of **your uninsured losses**, or **we** may withdraw from a claim to recover **your uninsured losses** if **we** are not or are no longer satisfied that:
    - there are **reasonable prospects** for **you** to take or be a party to **legal proceedings** or continue them; or
    - by the application of **proportionality** the overall advantage expected from **you** taking or being a party to or continuing **legal proceedings** justify the likely costs; or
    - it is reasonable for **us** to grant costs under this section or to continue to do so.
  3. If the **authorised representative** cannot negotiate settlement of **your** claim and it is necessary to issue a court summons, or there is a conflict of interest, then **you** may choose **your** own **lawyer** to act on **your** behalf. **We** will give **your** choice of **lawyer** the opportunity to act on **our** Standard Terms of Appointment. However if **your** choice of **lawyer** is unable to act on this basis, the most

**we** will pay is the amount **we** would have paid if they had agreed to **our** Standard **Terms** of Appointment (copy available on request) and **we** will require confirmation either:

- (i) from **you**, that **you** are willing to pay the difference between what **we** would pay under **our** Standard **Terms** of Appointment and what **your** chosen **lawyer** will charge, or
- (ii) from **your lawyer**, that they will not charge more than would be charged under **our** Standard **Terms** of Appointment.

4. **Your** chosen **lawyer** must:

- co-operate with **us** at all times
- have **our** written permission before instructing a barrister or expert witness
- be told by **you** the **terms** of this section and the **indemnity limit**
- tell **us** if there are no longer **reasonable prospects** for continuing the claim
- tell **us** if there is an offer of settlement or a payment into court
- obtain **our** written consent before incurring any disbursements
- provide a written update of all material developments including costs and in any event provide a written update every three months as to the current position of the case including the expected outcome
- notify **us** of the final conclusion.

5. **We** will not be liable for any disbursements incurred by **your** chosen **lawyer** without **our** consent.

**We** will not keep to an arrangement **you** make with **your** chosen **lawyer** unless **we** agree to it beforehand. **You** must authorise **your** chosen **lawyer** to give **us** all the details of the claim and its progress.

6. **We** may discharge **our** obligations to **you** by paying the amount of **your uninsured loss** claim that is in dispute.

7. If **you** discontinue or withdraw from **your** defence of the **legal proceedings** without **our** consent **we** will not give **you** any cover under this section and **you** must then pay back to **us** any costs **we** have paid or are ordered to pay.

8. **We** will consider the funding of appeals subject to proper notice, prior agreement, the application of **proportionality** and **reasonable prospects** of success.

9. **We** have appointed a panel of legal firms to provide legal services to **our** customers. There is nothing in **our** relationship with **our** panel firm(s) which will compromise their independence or ability to act in **your** best interests.

**esure** (**we** and **esure** are both ultimately owned by esure Group plc) has a financial arrangement with **our** legal panel firm(s). In relation to accidents occurring in England and Wales, where **we** refer customers to **our** legal panel, the panel includes IMe Law. **esure** has an interest in IMe Law which is a law firm authorised and regulated by the Solicitors Regulation Authority. In relation to accidents occurring in Scotland, where **we** refer customers to **our** legal panel they make monthly payments to **esure** for those referrals.

As part of any claim for personal injury the legal firm **we** appoint on **your** behalf will need to arrange for **you** to be medically examined by a doctor. They may appoint a medical agency to arrange this examination. The medical agency will also consider whether rehabilitation would assist **you** in recovering from **your** injury.

## Defence of prosecution for motoring offences and motoring database disputes

1. If **you** require advice relating to a motoring prosecution or a motoring database dispute **you** must call **our** legal helpline on 0345 850 9596. If legal representation is necessary **we** will appoint a **lawyer** to deal with **your** case. Should **you** choose to appoint **your** own **lawyer**, they will be given the opportunity to act on our Standard Terms of Appointment.

2. If **your** choice of **lawyer** is unable to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to **our** Standard **Terms** of Appointment (copy available on request) and **we** will require confirmation either:

- (i) from **you** that **you** are willing to pay the difference between what **we** would pay under **our** Standard **Terms** of Appointment and what **your** chosen **lawyer** will charge, or
- (ii) from **your lawyer** that they will not charge more than would be charged under **our** Standard **Terms** of Appointment.



3. **Your chosen lawyer** must:
  - co-operate with **us** at all times
  - have **our** written permission before instructing a barrister or expert witness
  - be told by **you** the **terms** of this section and the **indemnity limit**
  - obtain **our** written consent before incurring any disbursements
  - provide a written update of all material developments and in any event provide a written update every three months as to the current position of the case including the expected outcome
  - notify **us** of the final conclusion.
4. **We** will not be liable for any disbursements incurred by the actions of **your** chosen **lawyer** without **our** consent. **We** will not keep to an arrangement **you** make with **your** chosen **lawyer** unless **we** agree to it beforehand. **You** must authorise **your** chosen **lawyer** to give **us** all the details of the case and its progress.
5. If **you** discontinue or withdraw from **your** defence of the **legal proceedings** without **our** consent, **we** will not give **you** any cover under this section and **you** must then pay back to **us** any costs **we** have paid or are ordered to pay.
6. **We** will consider the funding of appeals subject to proper notice, prior agreement and **reasonable prospects** of success.
7. For motoring database disputes, there must be a **reasonable prospect** of changing the information held about the insured **car** or **your** driving record.

## Exceptions which apply to motoring legal protection

### What is not covered

- **Legal costs:**
  - related to any incident which occurred outside the **period of cover**
  - if there is other insurance which covers the same loss, **we** will not pay more than a proportionate share of the claim with the other insurer(s)
  - related to any incident which occurred outside of the **motoring legal protection territorial limits**
  - or expenses, damages, fines or other penalties **you** are ordered to pay by a court of criminal jurisdiction
  - for pursuing any claim for repair (including repairs where **you** enter into a credit agreement with another party) when **you** have a comprehensive **policy** but did not use it to claim for damage to **your car**, unless the cost of repairs is less than **your policy** excess
  - incurred prior to **you** being notified by the police or Crown Prosecution Service that **you** may be prosecuted for a motoring offence.
- Any payment **you** have agreed to make to any party who is pursuing **your uninsured loss** claim, as a success fee under the **terms** of a conditional fee agreement (CFA) or a damages based agreement (DBA).
- Costs arising from disputes between **you** and **us**.
- Costs for a claim to recover **your uninsured losses** where there are no **reasonable prospects** of the claim succeeding or a more advantageous outcome being obtained.
- Costs for a claim to recover **your uninsured losses** where **we** are no longer satisfied that, by the application of **proportionality**, the overall advantage expected from **you** taking or being a party to or continuing **legal proceedings** justifies the likely costs.
- Disputes where there are no **reasonable prospects** of changing information held about the insured **car** or **your** driving record.
- Disputes relating to incorrect information being held about **your** credit history or other non motoring related information.
- In relation to motoring database disputes, this cover is limited to rectifying inaccurately recorded information and not challenging decisions or judgements made by insurers or the police/government agencies.
- Claims where **you** cause delay or do not give reasonable assistance to **us** or the **authorised**

**representative** and where this delay or failure to assist results in an increased liability for costs.

- Claims which are not notified to **us** in accordance with the claims procedure for this section.
- Claims arising when **your car** is being used for any purpose which is not shown as covered in **your policy**, or in **your Schedule**, including, but not limited to, use for racing, rallies, pace making, motor sport, hill climbing, speed trials, reliability trials, other trials, competitions and/or endurance tests.
- Claims for applications for a judicial review or a review under administrative law.
- Claims under this section which have arisen from an incident that could come under **your car** insurance with **us**, but, where **we** repudiate the claim under **your policy** and/or **we** cancel or void **your car** insurance **policy**.
- Claims which are false or fraudulent or arise out of **your** deliberate act(s) to cause intentional injury or damage to property.
- Claims where at the time of the incident **you** or the driver of **your car** did not hold a valid driving licence.
- Claims arising from any loss or damage to property or injury to a person or any direct or indirect loss, expense or liability caused by or attributed to:
  - a) Ionising radiation or radioactive contamination from any nuclear fuel or waste or the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.
  - b) War, invasion, revolution or a similar event unless **we** have to provide cover under the Road Traffic Act.
  - c) Riot or civil commotion outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## Conditions which apply to motoring legal protection

**You** must keep to these **terms**; if **you** do not, in some circumstances **your** cover under this section may be invalid or cancelled, a claim may be refused or a payment could be reduced. If **you** are unsure about any of these **terms** please contact **esure**.

### 1. Your policy

The cover under this section will only apply if at the time of the incident **your policy** is in force and all obligations under **your policy** have been obeyed and **your car** is being driven or used for a purpose permitted by **your Schedule**. Any breach of the conditions may result in cover being withdrawn if the breach is relevant to the claim.

### 2. Your duty

**We** will only provide cover under this motoring legal protection section if **you** keep to all the **terms** of **your policy** and of this motoring legal protection cover and **you** act openly and in good faith throughout.

### 3. Information

**You** must tell **us** as soon as reasonably possible after an incident which may lead to a claim under this section. **You** must not answer, but **you** must send to **us** as soon as reasonably possible after receiving it, any notice of prosecution, inquest or fatal accident enquiry or Claim Form from a court, claim or letter about the road traffic accident. **You** must follow the claims procedure for **your policy**. **You** must also promptly give any further information that **we** or the **authorised representative** ask for. Any information **you** need to give to **us** or the **authorised representative** to evidence **your uninsured loss** will be at **your** own expense.

### 4. Claims procedure

**You** must not admit liability for or negotiate to settle any claim without **our** written permission. **You** must give **us** and the **authorised representative** all the information and help **we** need. **You** must not start **legal proceedings** or start a legal appeal before **we** have agreed **terms** with **your authorised representative**. **You** must keep **us** informed of the progress of the claim and authorise **your authorised representative** to do so.

## 5. The authorised representative

**You** must co-operate fully with the **authorised representative** and **you** will not do anything which might damage **your** claim. **You** must tell **us** if **your authorised representative** does not wish to continue to act for **you** or if **you** withdraw instructions. **Your authorised representative** must keep **us** up to date with the progress of the claim, and **you** must authorise them to do so.

## 6. Costs

**You** must send **us** all bills of costs as soon as **you** receive them and, if **we** ask, tell **your authorised representative** to have the bill assessed by the court or approved by his or her professional body.

**You** must seek to recover costs from **your** opponents if **you** can and pay the money to **us**. **You** must do **your** best to keep the costs as low as is reasonably possible.

## 7. Disputes

Any dispute between **you** and **us** concerning **your** choice of **lawyer** will be determined in accordance with an opinion of an expert chosen by **us** jointly but if **we** cannot agree on the expert within 21 days the President of the Law Society of England and Wales will appoint one. For a claim in the United Kingdom the expert will be a barrister and for other jurisdictions will be a suitably qualified legal practitioner. The expert will act as an expert and not as an arbitrator and the expert's opinion will be binding on both of **us**. The fees of the expert will be borne by **you** and **us** in the proportions that they decide.

## 8. Cancelling your motoring legal protection

For details of how to cancel, please refer to the **Policy** Cancellation section of **your Policy** Booklet.

## 9. Complaints

For details on how to make a complaint please refer to the "Our complaints procedure" section of **your Policy** Booklet.

# Section 9 Breakdown assistance cover

This section applies if **you've** bought **breakdown** assistance and it's shown on **your Schedule**. This will tell **you** the level of cover chosen, and the cost of cover.

It covers the **car** shown on **your Schedule** registered at **your home** address. The **car** is covered whoever is driving.

If **you** have bought this cover:

- at the same time as **your car** insurance policy, the cover will begin at the same time as **your** policy.
- at any other time, the cover will begin 24 hours after the cover was added.

## Important information

The **breakdown** assistance cover is provided by **RAC** Motoring Services.

# All requests for service must be made using the Breakdown contact number 0800 085 6837

If **your car breaks down**, please provide **us** with:

- **your** name or policy number
- identification such as a bank card or driving licence
- the **car's** make, model and registration number
- the exact location of the **car** - the road **you** are on or the nearest road junction
- the number of the phone **you** are using
- the cause of the **breakdown**, if **you** know it
- **your** credit card if **you** need additional services

If **you** fail to make contact within 24 hours of becoming aware of the **breakdown**, service may be refused.

**Remember**, please let **us** know if **you** have called **us** but manage to get going before **we** arrive.

**We** will only provide cover if **we** have arranged to help **you**.

## Meaning of words and terms

Within this **breakdown** assistance cover, the words and expressions below will have the meanings next to them. These words may have a different meaning to those given elsewhere in **your** main **car** insurance policy.

### approved Garage

A garage in the **UK** that has been approved by **us**.

### breakdown, breaks down, broken down

An event during **your policy period**, that stops the **car** from being driven because of a mechanical or electrical failure including battery failure, running out of fuel or flat tyres, but not as a result of a mis-fuel, road traffic collision, flood, acts of vandalism, any **driver induced fault** or any key related issue other than keys locked in **your car**.

### call-out, claim

Each separate request for service if attended or benefit for cover under any section of this **breakdown** assistance cover.

### car

The private motor vehicle as shown on **your Schedule** and **Certificate of insurance**. This does not include temporary additional or temporary substitute vehicles which have been added to **your** main **car** insurance policy.

If **you** bought the 'any vehicle extension' (Option D), **you** and **your** partner will be covered whilst travelling in any other **car** or **car** derived van.

### caravan/trailer

Any **caravan** or **trailer** that is less than (a) 3.5 tonnes; (b) 7.0m (23ft) long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high.

### driver, their, they

**You** and any other person who is driving the **car** with **your** permission.

### driver induced fault

Any fault caused by actions or omissions of the **driver** of the **car**, except running out of fuel and battery failure.

### esure

esure Services Limited

### home

The address in the **UK** where **you** live permanently, as shown on **your** **Schedule**.

### passengers

The **driver** and up to 8 people travelling in the **car**.

### policy period

The period shown in **your** **Schedule** unless **your** main policy or this **breakdown** assistance cover is cancelled, in which case this cover will end on the cancellation date as notified to **you**.

### RAC, we, us, our

1. For options A, B and C means **RAC** Motoring Services;
2. For onward travel, under option C, means **RAC** Insurance Limited
3. For Additional Services means **RAC** Motoring Services; and
4. In each case any person employed or engaged to provide certain services on **our** behalf.

### road traffic collision

A traffic collision involving a vehicle within the **UK**.

### Schedule

The document containing the statements made and information provided by **you** or for **you** when **you** applied for cover. It also identifies **you** as the policyholder and sets out details of the cover provided by **your** policy.

### specialist equipment

Equipment that is not normally required by **RAC** to complete repairs and recoveries, for example winching and specialist lifting equipment.

### UK

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

### you, your

The person named as the policyholder in **your** **Schedule**.

## Limitations of cover

This **breakdown** assistance cover is subject to limits on:

1. When a **claim** can be made:
  - a) no **claim** is permitted under Option A and B if the **breakdown** occurred prior to buying this cover;
  - b) no **claim** is permitted under Options A, B and C within 24 hours of the initial start date of the cover, nor within 24 hours of any upgraded Option.
2. The amount that is covered:
  - a) for certain types of **claim** or for certain sections.

## Reimbursement

Under some cover options, **you** may need to pay for the service up front and **claim** this back from **us**. To do so, please visit [www.rac.co.uk/reimbursementclaimform](http://www.rac.co.uk/reimbursementclaimform). If **you** have any queries please contact Breakdown Customer Care on 0330 159 0337. **We** may ask **you** to supply original documents.

# Cover Options

## Option A – Roadside assistance

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

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

## Option B – Roadside assistance and Home rescue

In addition to services offered in Option A, Option B also includes assistance at **your home** address or within a quarter or a mile of it.

## Option C - Roadside assistance, Home rescue and Recovery

In addition to services offered in Options A and B, Option C also includes:

If **we** are unable to repair the **car** under Options A and B, **we** will recover the **car** and transport up to nine **passengers** from the **breakdown** location to:

- **Your home** address
- **Your** original intended destination within the **UK**. For long distances **we** may use more than one recovery vehicle.
- A repairer of **our** choice; or
- If the repairer is near **your home** address the **RAC** will also take **you** there.

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

## Onward travel

If **we** attend a **breakdown** under Option C and cannot fix the **car** on the same day, **we** will help the **driver** by making arrangements to allow the continuation of the journey using one of the following solutions, subject to availability:

### 1. Alternative transport

If the **driver** would prefer to continue the journey by air, rail, taxi or public transport, **we** will contribute up to £100 towards the cost for this.

### 2. Overnight accommodation

If the **breakdown** occurs more than 25 miles from **your home** address or the intended destination, the **driver** may decide that waiting for the **car** to be fixed is best. **We** will arrange one night's bed and breakfast accommodation, (excluding alcoholic drinks) up to a value of £150 per person or £600 per **breakdown**.

### 3. Hire car

We will arrange and pay up to £100 towards the cost of a hire car up to 1600cc to complete **your** journey.

This is subject to **you** or **your passengers** meeting the conditions of the hirer.

Any authorised car hire must be arranged within 24 hours of the **breakdown**.

#### What's not covered

- We will not provide any specific car type, model or accessories, including tow bars.
- Car hire in the event of the insured **car**;
  - requiring routine servicing,
  - requiring repair under warranty
  - being drivable or
  - is undergoing repair of cosmetic damage.
- Any cost of:
  - delivery and collection of the car hire; or
  - fuel while using the car hire; or
  - any insurance excess and additional costs.

### 4. Provision of a chauffeur

If the only **driver** is unable to complete **your** journey due to illness or injury, **RAC** will pay for a chauffeur to drive **you** and up to eight **passengers**, **your car** and **your** baggage to **your** destination anywhere in the **UK**. This is discretionary and **you** may have to show medical certification at the time of illness or injury.

### 5. Urgent message relay

If the **car** has **broken down** and the **driver** needs to get in touch with friends, family or business associates urgently, **we** will relay up to three messages to inform them of unforeseen travel delays.

### 6. Collection of car following repair

We will pay up to £150 for a single standard rail ticket within the **UK** for **you** or any authorised **driver** to collect the **car** following repair.

#### What's not covered under Options A, B & C

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than **us**;
3. Any **breakdown** resulting from a fault that **we** have previously attended and:
  - a) the original fault has not been properly repaired; or
  - b) **our** advice after a temporary repair has not been followed;
4. A second recovery owing to the intended original destination being closed or inaccessible.

#### Caravan and trailer cover

Providing **your caravan** or **trailer** is being towed by **your car**, **you** will have exactly the same **breakdown** assistance cover as **your car** as long as it:

- conforms to the relevant motor vehicle's construction and use regulations; and
- fits to a standard 50mm towball; and
- is not more than 7m long (with load) and/or 3m high (with load); and
- does not weigh more than 3,500kg when loaded; and
- the weight of the **caravan** or **trailer** when loaded is not more than the kerb weight of the **car** towing it; and
- is made by a recognised manufacturer of **caravans** or **trailers**.

#### Option D – Any car extension

This benefit can be added to Options A, B or C.

**You** and **your** partner will be entitled to the same level of cover provided under **your** selected Option when travelling in any other **car** or **car**-derived van up to 3,500kg when loaded provided that the **car** concerned does not fall within one of the exclusions of this cover.

# General conditions

The following conditions apply to all sections of this **breakdown** assistance cover. If **you** do not comply **we** can refuse cover and/or cancel **your** cover.

1. **You** must pay **your** premium.
2. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**.
3. Where the **breakdown** is caused by a component failure this must stop the **car** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your car** to a place of repair and this will not be covered.
4. **We** will not cover any **claim** where the **car** is already at a garage or other place of repair.
5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **car**, or to correct an attempted repair by someone else, **we** will not provide cover.
6. A **driver** must be with the **car** when **we** attend.
7. **You** are responsible at all times for the care of **your** personal belongings, valuables, luggage and goods in or on a **car**. **We** will not be responsible for any loss of or damage to them.
8. Where **we** recover **passengers** under the age of 16, they must be accompanied by an adult.
9. **We** will not transport any animals in **our** vehicles other than domestic pets which are suitably controlled or contained within a suitable travel container. **We** will not be liable for any injury to, damage caused by, or any costs relating to animals.
10. The **car** must not carry more **passengers** than the number stated in the vehicle's registration document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
11. Where **we** provide a repair to the **car**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **car**. This remains **your** responsibility.
12. **We** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this cover. For example, **we** will not pay for any loss of earnings or missed appointments.
13. **We** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.
15. The cost of the following is not covered:
  - a) **specialist equipment**;
  - b) ferry charges for the **car** and **our** vehicle;
  - c) any damage to glass even if the damage means the **car** cannot be legally or safely driven. **We** will arrange transport to a local garage so **you** can arrange to get the **car** repaired but **you** will have to pay for this;
  - d) spare tyres and wheels and repairing or sourcing them;
  - e) recovery by someone other than **RAC** even if this is requested by the emergency services;
  - f) damage or costs as a result of breaking in to **your car** because **your** keys have been lost or stolen;
  - g) the cost of draining or removing the wrong or contaminated fuel. The **RAC** will arrange for the **car** to be taken to a local repairer for assistance, but **you** will have to pay for the work carried out.
16. In handling any **claim** there may be more than one option available to the **driver** under **breakdown** assistance cover. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with the **driver**, and act reasonably at all times.
17. This cover can not be used if the **car** is not privately owned or is being used for hire and reward and/or courier services.



18. **Breakdown** assistance cover does not cover:
  - a) routine servicing, maintenance or assembly of the **car**;
  - b) **caravan** or **trailers**, except as described;
  - c) use of **your car** for demonstrating and/or carrying trade plates, commercial travelling and use for hire and reward;
  - d) **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing or formal or informal race events;
  - e) **breakdowns** that occur off the public highway to which the **driver** or **we** have no legal access;
  - f) the **car** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
  - g) **cars** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **car** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **car** is roadworthy **we** will provide service;
  - h) any **claim** that is or may be affected by the influence of alcohol or drugs;
  - i) any **claim** under this cover where the **breakdown** was first reported to **us** under a different policy.
19. If the **driver** is asked to review and approve a document recording the condition of the **car**, including an electronic form, it is **their** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.

### Additional Services

Following a **breakdown**, for an additional charge **RAC** Motoring Services can offer the following:

1. Purchase of parts needed to get on **your** way;
2. **Specialist equipment** to complete the repairs;
3. Extended hire time;
4. Arrangement of a second or extended recovery.

The above will be agreed with **you** before service is provided.

### Misuse of our breakdown assistance cover

Each **driver** must not:

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

If these conditions are not complied with, **we** together with **esure** may:

1. Restrict the cover available to **you** at the next renewal;
2. Restrict the payment methods available to **you**;
3. Refuse to provide any services to **you** under this **breakdown** assistance cover with immediate effect;
4. Immediately cancel this **breakdown** assistance cover; and
5. Refuse to sell any **breakdown** assistance cover or services to **you** in the future.

If any **claim** is found to be fraudulent the **breakdown** assistance cover will be cancelled with effect from the date of the fraudulent act, and the fraudulent **claim** forfeited. **esure** will not refund any premium and will notify **you** in writing if **they** decide to take any of the above steps.

### Renewal of breakdown assistance cover

**Your breakdown** assistance cover will be renewed along with **your** existing associated **car** insurance policy unless **you** tell **esure** otherwise.

## Changes to your details

If **you** need to change any details including the **car** or level of cover please call **esure** on 0345 603 7874. **They're** available between 8am and 8pm Monday to Friday, Saturday 9am-5pm and Sunday 9am-2pm.

It's important to keep **us** updated of **your** latest email and postal address as **esure** will always contact **you** using these details. If **you** don't **you** may not be covered. If **you** do make any changes to **your** policy details or cover at any time during the period of cover, an administration fee will apply. The current fees are shown in Your Agreement with esure Services Limited.

## Complaints

**We** are committed to providing an excellent service. However, **we** realise that there are occasions when **you** may feel **you** did not receive the service **you** expected. If **you** are unhappy with **our** services in relation to this **breakdown** assistance cover, such as services at or following a **breakdown** or the included benefits, please contact **us** as follows:

For sales and administration related complaints please refer to the complaints section at the end of this booklet. For all other complaints please refer to the below process:

	Phone	In writing
<b>Breakdown related Complaints</b>	0330 159 0337	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN Breakdowncustomercare@rac.co.uk

In the event that **we** cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, **you** can choose to refer **your** complaint to the Financial Ombudsman Service at the following address:

	Phone	In writing
<b>Financial Ombudsman Service</b>	0800 023 4567 or 0300 123 9123	The Financial Ombudsman Service Exchange Tower London E14 9SR <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a> <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

**You** can also register a complaint about an online purchase with the European Union's Online Dispute Resolution platform (or ODR). Their website is <http://ec.europa.eu/consumers/odr/>. The ODR will simply pass **your** complaint to the Financial Ombudsman Service.

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

Further information about FSCS arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or by writing to:

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

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

**Breakdown** cover is provided by **RAC** Motoring Services (Registered No 01424399) and **RAC** Insurance Ltd (Registered No 2355834). Registered in England; Registered Offices: **RAC** House, Brockhurst Crescent, Walsall WS5 4AW. **RAC** Motoring Services is authorised and regulated by the Financial Conduct Authority (Registration no: 310208). **RAC** Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Registration no: 202737). **You** can check this information on The Financial Services Register by visiting [www.fca.org.uk](http://www.fca.org.uk).

## Law

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

# Your data

## Data protection statement

This section provides a short summary of how **we** collect and use **your** data. Please refer to **our** website at [rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy](http://rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy) for full details of how **we** use **your** data. Alternatively, **you** can obtain a copy of the Privacy Policy by using the contact details below.

## What is your data?

There are three types of data **we** hold about **you**;

1. Personal data is information **we** hold on record which identifies **you**. This may include **your** name, address, email address and telephone number;
2. **We** will also hold data about **you** that is not personal, for example, information about **your** vehicle; and
3. A small number of **our** services require the collection and storing of special categories of personal data. **We** will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

## How we obtain and collect your data

**Your** data may be collected in a number of different ways. For example, when **you** purchase **RAC Breakdown** Cover, contact **us** through social media or make a **claim** under **your RAC Breakdown** Cover. **We** will always need to collect, store and use information about **you** to be able to provide **you** with **your RAC Breakdown** Cover.

Please note, if **you** do not provide **your** data **we** will be unable to provide **you** with cover, as well as services related to administering **your RAC Breakdown** Cover.

## How we will use your data

**We** will use **your** data for the administration of **your RAC Breakdown** Cover, for example, helping **you** if **you** make a **claim**. **We** may disclose **your** personal data to service providers who provide help under **your RAC Breakdown** Cover.

## Your rights

**You** have a number of rights relating to **your** personal data. For further information regarding any of these rights please visit [rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy](https://rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy) or contact the Data Protection Officer:

1. Call **our** Customer Service Team: 0330 159 0337; or
2. Email **us**: [membershipcustomercare@rac.co.uk](mailto:membershipcustomercare@rac.co.uk); or
3. Write to **us**:

RAC Motoring Services  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4QN

## Cancelling your breakdown assistance cover

For details of how to cancel, please refer to the 'Policy Cancellation' section of **your** Policy Booklet.

# Section 10 Personal injury benefit

## Important information

The insurance under Section 10 is provided by esure Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Firm Registration Number 203350

This section only applies if **your Schedule** shows that **you** have personal **injury** benefit, and **you** have paid the premium for it.

## Meaning of words and terms

In this section of **your policy**, the following words or terms are defined and have the meanings shown here. Where a word has a defined meaning it will appear in bold and have the same meaning throughout this section. These words may have a different meaning to those given elsewhere in **your policy**.

### accident

A sudden and unexpected event involving a motor vehicle, which occurs during the period of cover and results in **bodily injury**.

### bodily injury

Any **injury** as a result of a road traffic **accident**, which within 52 weeks from the date of the **accident** and independently of any other cause, results in the **Insured Person's** death, **Loss of Limb(s)**, **Loss of Sight**, **Loss of Hearing** in one or both ears, or **Loss of Speech** or a physical **injury** sustained during a road traffic **accident** which is assessed after 52 weeks as resulting in the permanent inability to complete any occupation whatsoever.

### fault accident claim

An **accident** which is the subject of a claim under **your policy** for which **we** are unable to make a recovery of **our** costs.

### holistic therapist

A person who specialises in holistic **treatment**.

### hospital

Any establishment which is licensed as a medical or surgical **hospital** in the **United Kingdom**.

### injury

A physical **injury** sustained during a road traffic **accident**.

### insured person

**You**, **your partner**, any other persons named on **your Certificate of Insurance**, or any **passenger(s)**.

### insured car

The vehicle insured under **your car policy** and described in paragraph 1 'Description of vehicle' in **your Certificate of Insurance**.

### loss of hearing

Total, permanent and irrecoverable **loss of hearing** in either one or both ears.

### loss of speech

Total, permanent and irrecoverable **loss of speech**.

### loss of limb or limbs

The **loss of a limb or limbs** by physical separation at or above the wrist or ankle, or the permanent and complete loss of use of a limb or limbs.

## loss of sight

Total, permanent and irrecoverable **loss of sight** which shall be considered as having occurred:-

- in both eyes if the **Insured Person** is registered as blind on the authority of a fully qualified ophthalmic specialist, or
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale, as determined by a fully qualified ophthalmic specialist.

## medical expenses

The costs incurred by the **Policyholder** or named driver(s) as a result of an **Injury** or **Bodily Injury** sustained during an **accident**.

## medical practitioner

A person qualified to practice medicine that has full registration under the Medical Acts. This includes GP's, consultant surgeons, dental surgeons and specialists.

## operation

A surgical procedure or other invasive surgical intervention which is required as a result of a **Fault Accident** Claim.

## partner

**Your** husband, wife, civil partner or a person with whom **you** live on a permanent basis at the same address, sharing financial responsibilities, as if **you** were married to them. This does not include business partners, unless **you** also have a relationship with them as described in the previous sentence.

## passenger(s)

Any person travelling in the **Insured Car** at the time of the **accident**.

## permanent total disablement

A physical **injury** sustained during a road traffic **accident** which is assessed after 52 weeks as resulting in the permanent inability to complete any occupation whatsoever.

## personal injury benefit territorial limits

**United Kingdom**, the Isle of Man and the Channel Islands.

## policy

**Your** contract of insurance set out in **your Policy** Booklet, Optional Extras Booklet (where applicable) **Schedule**, and **Certificate of Insurance**.

## policyholder

The person who is named as the **Policyholder** on the **Schedule**.

## third degree burns

A burn that results in the destruction of the skin and underlying tissue and which results from a road traffic **accident**.

## treatment

Surgical or medical services including diagnostic tests that are required to diagnose, relieve or cure an **Injury** or **Bodily Injury** caused by an **accident**.

## United Kingdom

Great Britain and Northern Ireland.

## you, your

The person named as the **policyholder** in **your Schedule**.

## we, us, our

esure Insurance Limited.

# Personal injury benefit

## What is covered

We will pay the following benefits to an **insured person** or their legal representatives in the event of an **accident** which occurs within the **personal injury benefit territorial limits** that results in **bodily injury** during the period of cover

- whilst travelling as a **passenger** in;
- whilst driving or;
- whilst getting into or out of the **insured car**.

**You** are also covered whilst travelling as a **passenger** in, getting into or out of any car within the **personal injury benefit territorial limits**.

- Death – £30,000
- **Permanent Total Disablement** – £30,000
- **Loss of**, or loss of use of, two or more **Limbs** – £30,000
- **Loss of**, or loss of use of, one **Limb** – £15,000
- **Loss of Sight** in both eyes – £30,000
- **Loss of Sight** in one eye – £15,000
- **Loss of Hearing** in both ears – £30,000
- **Loss of Hearing** in one ear – £15,000
- **Loss of Speech** – £30,000
- **Third Degree Burns** – £15,000

We will pay the following benefits to the **policyholder** or named driver if they were driving the **insured car** in the event of a **fault accident claim** which occurs within the **personal injury benefit territorial limits** that results in **bodily injury** during the period of cover

- Death – £100,000
- **Permanent Total Disablement** - £100,000
- **Loss of**, or loss of use of, two or more **Limbs** – £100,000
- **Loss of**, or loss of use of, one **Limb** – £100,000
- **Loss of Sight** in both eyes – £100,000
- **Loss of Sight** in one eye – £100,000
- **Loss of Hearing** in both ears – £100,000
- **Loss of Hearing** in one ear – £100,000
- **Loss of Speech** – £100,000
- **Third Degree Burns** – £100,000

We will only make payment of one of the above benefit payments to an **insured person** in respect of any one **accident**.

The maximum amount we will pay an **insured person** for **bodily injury** sustained in one **accident** under this section of **your policy** is £100,000.

# Medical expenses benefit

## What is covered

We will pay the following benefits to a **policyholder** or named driver or their legal representatives if they were driving the insured vehicle in the event of a **fault accident claim** which occurs within the **personal injury benefit territorial limits**, where the **policyholder** or named driver was driving the insured vehicle at the time of the **accident** and sustains an **injury** or **bodily injury** during the period of cover which, in the opinion of a **medical practitioner**, is determined to be directly attributable to the **accident**.

<b>Operation/procedure</b>	£1,000	
<b>Cosmetic dental procedure</b>	£500	Following a referral by a <b>medical practitioner</b> to assist with the recovery of an <b>injury</b> or <b>bodily injury</b> sustained in a fault <b>accident</b> .
<b>Physiotherapy</b>	£250	Following a referral by a <b>medical practitioner</b> to assist with the <b>treatment</b> of an <b>injury</b> or <b>bodily injury</b> sustained in a fault <b>accident</b> .
<b>Hospital overnight stay</b>	£200	per night, (maximum 10 nights).
<b>Medical report/letter fees</b>	£50	Towards the fee charged by a <b>medical practitioner</b> to provide a letter or a report.

The above benefits are in addition to any payment **we** may make under Section 5, personal **accident** benefit of **your policy**, if this cover is shown on **your Schedule**.

The maximum amount **we** will pay to the **policyholder** or named driver under the **medical expenses** benefit in one **fault accident claim** under this section of **your policy** is £3,900.

## Exceptions which apply to personal injury and medical expenses benefit

### What is not covered by this section:

Any **injury** or **bodily injury** as a result of:

- war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution or military or usurped power and any act of terrorism
- the **insured person** committing, or attempting to commit suicide or any deliberate act of self inflicted **injury**
- a deliberate act to put lives in danger, unless to save a human life
- childbirth or pregnancy
- motor racing, pacemaking, speed testing, rallies, trials or competitions
- the **insured person** being unfit to drive through drink or drugs or while their alcohol blood level proportion was over the legal limit or is charged with or convicted of failure to supply a specimen when requested by the police or other official body
- not wearing a seatbelt as required by law.

Any person who sustains an **injury** or **bodily injury** whilst the **insured car** is being driven or used by a person who is not the **policyholder** or named driver.

Any **injury** or **bodily injury** which is not as a direct result of an **accident**.

Any person who is not permanently resident in Great Britain for at least 40 weeks a year.



Any person already insured with **us** and claiming personal **injury** from another **policy** held with **us**.  
Any holistic **treatment** provided by a **holistic therapist** received as a result of an **injury** or **bodily injury** sustained in an **accident**.

The **policyholder** or named driver not holding a valid driving licence or is breaking the conditions of their driving licence at the time of the **accident**.

Any **treatment** received without referral by a **medical practitioner**.

Any **injury** or **bodily injury** which is not notified to **us** within 52 weeks of the date of the **accident**.

## Conditions which apply to personal injury and medical expenses benefit

**You** must keep to these terms; if **you** do not, in some circumstances **your** cover under this section may be invalid or cancelled, a claim may be refused or a payment could be reduced. If **you** are unsure about any of these terms please contact **esure**.

### 1. Your policy

The cover under this section will only apply if at the time of the **injury** or **bodily injury** **your policy** is in force and all obligations under **your policy** have been obeyed.

### 2. Fraud

If **you** or anyone acting for **you** deliberately or recklessly misrepresents information at any time and:

- submits to **us** any false or forged information in relation to **your policy**;
- makes a fraudulent, false or exaggerated claim;
- makes a false statement in support of a claim;
- submits a false or forged document in support of a claim; or
- makes a claim for any loss caused by **your** willful act or caused with **your** agreement, knowledge or collusion.

**We** may refuse to pay any claim(s) and may either cancel **your policy** immediately on the grounds of fraudulent activity or treat **your policy** as if it never existed. **We** will keep any premium **you** have paid and seek recovery any sums paid after the deliberate or reckless act.

**We** may also notify the relevant authorities and they may consider criminal proceedings.

All other **policies** and products **you** have with **us** may also be cancelled or treated as though they never existed. **We** will seek to recover any costs **we** have incurred.

### 3. Claims process

As part of **our** claims validation process, **we** will require **you** to provide **us** with evidence of the **injury** or **bodily injury** sustained by the **insured person(s)** at the time of the **accident**, and the **treatment** as a result. This may include but is not restricted to consultant or specialist reports and doctors' letters.

### 4. Treatment referrals

**We** will require details of an **insured person's** initial **treatment** plan and confirmation that the **treatment** being recommended is totally attributable to the **injury** or **bodily injury** sustained as a result of the **accident**.

**We** reserve the right to request **our** own medical opinion on the **injury** or **bodily injury** sustained and **treatment** received.

### 5. Cancelling your personal injury benefit

For details of how to cancel, please refer to the **Policy** Cancellation section of **your Policy Booklet**.

### 6. Complaints

For details on how to make a complaint please refer to the "Our complaints procedure" section of **your Policy Booklet**.

# Section 11 Car hire benefit

## Important information

The insurance under Section 11 is provided by esure Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Firm Registration Number 203350

This section only applies if **your Schedule** shows that **you** have car hire benefit cover, and **you** have paid the premium for it.

## Meaning of words and terms

In this section of **your policy**, the following words or terms are defined and have the meanings shown here. Where a word has a defined meaning it will appear in bold and have the same meaning throughout this section. These words may have a different meaning to those given elsewhere in **your policy**.

### car hire company

The company that **we** instruct to provide **you** with a **hired car**.

### car hire benefit territorial limits

Great Britain and the Isle of Man. However, if **you** want or need to take **your hired car** abroad, **you** must get permission from the **car hire company** first, then tell **us** so that **we** can check **we** are able to cover **your** trip. **We** need **you** to contact **us** at least five days prior to travelling so that **we** discuss **your** needs and arrange to insure the hire car in full. **We** will also collect the additional premium for this extra cover.

### Certificate of Insurance

The **Certificate of Insurance** that provides evidence that **you** have taken out the insurance **you** must have by law.

### hired car

A similar type or sized vehicle to **your car** provided by a **car hire company**.

### policy

**Your** contract of insurance set out in **your Policy** Booklet, Optional Extras Booklet (where applicable) **Schedule**, and **Certificate of Insurance**.

### schedule

The document headed Car Insurance **Schedule** which identifies the policyholder and contains the statements made and information provided by **you** or for **you** when **you** applied for cover and tells **you** the cover **we** have agreed to provide

### your car

The vehicle insured under **your** motor **policy** and described in paragraph 1 'Description of vehicle' in **your certificate of insurance**.

### you, your

The person who is named as the Policyholder on the **Schedule**.

### we, us, our

esure Insurance Limited.

## What is covered

If **you** make a claim under Section 2 or Section 3 of **your policy** and **we** decide that **your car** is a total loss or it has been stolen and not recovered, **we** will provide a **hired car** by the end of the next working day, for a period of up to 21 days. If **you** request it, the hire period is extendable on specially negotiated

discounted rates and at **your** expense. **You** have 14 days to take up the offer of the **hired car** following **our** decision that **your car** is a total loss.

In the unlikely event that **we** are unable to provide **you** with a **hired car**, **we** will reimburse **you** for up to £100 per day for a contribution towards alternative travel costs up to a maximum limit of £200 per claim.

## Exceptions which apply to car hire benefit

### What is not covered by this section:

- Any costs **you** incur during the period **you** have the **hired car**, such as fuel, parking charges, fines and fees relating to the **hired car**.
- Any claim where **your car** was being used for hire or reward.
- Any claim not reported to **us** within 14 days of **you** becoming aware of it.
- Any claim that is found to be fraudulent. **We** may recover any costs incurred as a result of fraudulent activity from **you**.
- If after investigation of a total loss or unrecovered theft claim, **we** decide to reject **your** claim, the **hired car** must be returned to the **car hire company** immediately.

## Conditions which apply to car hire benefit

**You** must keep to these **terms**; if **you** do not, in some circumstances **your** cover under this section may be invalid or cancelled, a claim may be refused or a payment could be reduced. If **you** are unsure about any of these **terms** please contact **esure**.

1. If **your car** has suffered theft damage or been stolen **you** must provide **us** with the Police crime reference number before a **hired car** can be provided.
2. When collecting the **hired car** from the **car hire company**, all drivers will need to produce their full current driving licence and any additional proof of identity that may be required.
3. **You** may be charged a refundable deposit when **you** collect the car from the **car hire company**. The deposit will be refunded to **you** when **you** return the **hired car** to the **car hire company**, subject to the **car hire company's** terms and conditions.
4. The **car hire company** will provide **you** with a copy of their terms and conditions that apply for the period **you** have the **hired car**. Their terms and conditions will apply in addition to the conditions of **your policy**.
5. For the period **you** have the **hired car** it will be insured under **your** existing motor insurance **policy**. If **your policy** is lapsed or cancelled during the period **you** have the **hired car** for, the **hired car** will no longer be insured and **you** must return it to the **car hire company** immediately. If the hire period is extended by **you**, **you** must arrange separate insurance for the **hired car** unless **we** agree otherwise.
6. **You** may only use the **hired car** within the **car hire benefit territorial limits**.
7. Any **policy** excess applicable to **your** own **policy** will also apply to the **hired car** for any claims made during the period **you** have the vehicle.
8. Any payments **we** make in relation to a claim for damage to the **hired car** will be made to the **car hire company**.
9. **You** must return the **hired car** to the **car hire company** no later than 48 hours after the settlement payment is issued to **you**, or no later than on the 21st day of hire (whichever comes first unless previously agreed).

## Cancelling your car hire benefit

For details of how to cancel, please refer to the "Policy Cancellation" section of **your Policy** Booklet.

## Complaints

For details on how to make a complaint please refer to the "Our complaints procedure" section of **your Policy** Booklet.

# Section 12 Key cover

## Important information

The insurance under Section 12 is provided by esure Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Firm Registration Number 203350

This section only applies if **your Schedule** shows that **you** have key cover, and **you** have paid the premium for it.

The assistance service for **car key** cover is provided by RAC Motoring Services. Replacement **garage keys** are provided by RAC selected garage specialists.

## Meaning of words and terms

In this section of **your policy**, the following words or terms are defined and have the meanings shown here. Where a word has a defined meaning it will appear in bold and have the same meaning throughout this section. These words may have a different meaning to those given elsewhere in **your policy**.

### appropriate solution

The solution assessed by RAC Motoring Services and **esure** as the most appropriate and cost effective course of action.

### car key

The manufacturer's mechanical or electronic device(s) used to access and start **your car** and that can immobilise and lock **your car**.

### esure/we/our/us

The underwriter, arranger and administrator of the key cover

### garage key

The manufacturer's mechanical or electrical device used to access **your** garage through the vehicle entrance door.

### home address

The address **you** have given **us** as **your home address** or the place where **your car** is normally kept if this is different.

### key cover territorial limits

United Kingdom and the Isle of Man.

### market value

The **market value** is the amount **you** could reasonably have expected to sell **your car** for on the open market immediately before **your** accident or loss. **Our** assessment of the value is based on cars of the same make and model and of a similar age, condition and mileage at the time of accident or loss. This value is based on research from motor trade guides including: Glass's, Parkers and CAP. This may not be the price **you** paid when **you** purchased the car.

### period of cover

The period shown in **your Schedule** unless **your policy** or any type of cover under **your policy** is cancelled, in which case the **period of cover** for **your policy** or type of cover under **your policy** respectively shall end on the cancellation date as notified to **you**.

### policy

**Your** contract of insurance set out in **your Policy** Booklet, Optional Extras Booklet (where applicable) **Schedule**, and **Certificate of Insurance**.

## reimburse

Where a payment has to be made by **you**, this will re-pay **you** up to the **policy** limits.

## schedule

The document headed Car Insurance **Schedule** which identifies the policyholder and contains the statements made and information provided by **you** or for **you** when **you** applied for cover and tells **you** the cover **we** have agreed to provide

## you, your

The person named as the policyholder, their spouse/partner and any other named drivers as stated in **your Schedule**.

## your car

The vehicle insured under **your car policy** and described in paragraph 1 'Description of vehicle' in **your Certificate of Insurance**.

## we, us, our

esure Insurance Limited.

# What is covered

In the event of loss of or accidental damage to or theft of **your car/garage keys** during **your policy** period and within the UK, RAC Motoring Services and **esure** will arrange the **appropriate solution** from the following and **we** will either **reimburse** or pay for:

- the cost of retrieving **your car keys** if they are accidentally locked in **your car**; or
- transport costs for **you** to collect a spare **car key** from **your home address** if **you** do not have a spare **car key** with **you** at the time of the loss or accidental damage or theft, if **we** consider the cost to be reasonable; and
- the cost of replacing the **car keys** and for resetting or reprogramming **your car's** immobiliser and alarm system. If **we** have to re-programme the replacement **car key**, **we** will also re-programme **your** spare key if necessary;
- the cost of replacing a **garage key**
- the cost of replacing a lock if **your car/garage key** breaks in the lock or ignition and cannot be removed; and
- transporting **your car**, the driver and up to 8 passengers to the nearest suitable approved garage to obtain a replacement key and/or replace the locks.

If **your car keys** cannot be replaced, or based on the information provided **we** are satisfied that the identity or location of **your car** is known to any person who may have **your car keys** **we** will pay up to £1,500 for replacing the locks and keys on **your car** and for resetting or reprogramming **your car's** immobiliser and alarm system or replacing the directly associated electronic control units.

If **your car keys** cannot be replaced on the day of the loss of or accidental damage to or theft of **your car keys**, or **your car** is rendered unusable as a direct result of such loss, damage or theft **we** will pay or **reimburse you** for:

- transporting **your car** to the nearest suitable garage or one of **our** approved repairers; and
- either a hire car to complete **you** and up to 8 passenger's journey, or alternative travel costs up to a maximum of £150; and/or
- overnight hotel accommodation for **you** and up to 8 passengers, up to a maximum of £200, for one night only, limited to bed and breakfast (excluding alcoholic drinks), whilst repairs to **your car** are completed, provided the incident occurs more than 25 miles from **your home address** or original intended destination.

In the event of **your car keys** being locked inside a property, **we** will **reimburse you** upon receipt for up to £100 towards a locksmith or a taxi to retrieve keys from an alternative address.

Claims made under this optional extra will not affect **your** no claim discount.

## Reimbursement

Where a payment has been made by **you**, please send proof of payment for reimbursement, quoting **your policy** number, to the following address;

Claims Bordereau Team  
6th Floor, 19 Cadogan Street, Glasgow, G2 6QQ  
Telephone number- 0345 603 1645  
Opening hours- 9am to 5pm, Monday to Friday.

## Exceptions which apply to key cover

### What is not covered by this optional extra:

- Loss of or accidental damage to or theft of **your car/garage keys** occurring outside the **key cover territorial limits**.
- Any loss of or accidental damage to or theft of **your car/garage keys** that occurs within 48 hours of the key cover starting. This does not apply if **you** have renewed the cover.
- Keys for caravans and trailers.
- Any claims arising from theft of **your car/garage keys** unless **you** have reported the theft to the police and obtained a crime reference number within 30 days of the theft.
- Any claim for the loss of **your car/garage keys** unless **you** have reported them missing to the police and obtained a lost property number within 30 days of the loss.
- Any claim arising from theft of **your car/garage keys** if the keys were taken without **your** permission by a member of **your** family or someone living at **your home address**.
- **We** will not pay more than the **market value** of **your car** if the cost of replacing **your car keys** or replacing the locks exceeds the market value of **your car**.
- Any decrease in the **market value** of **your car/garage** as a result of replacing the keys or replacing the locks.
- Any damage to **your car** or **your car's** locks resulting from attempts to retrieve **your car keys** if they are locked in **your car**.
- Losses that are not directly associated with loss of or damage to or theft of **your car/garage keys**, or which are not directly covered by the **terms** and conditions of this section, for example loss of use of **your car/garage**.
- Any claims for damage to **your car/garage keys** where the cause is due to wear and tear.
- Claims arising from any deliberate or criminal act or omission by **you**.
- Transport of any animal, other than domestic pets which are suitably controlled or contained within a suitable travel container.

### The most we will pay under this section

**We** will not pay more than £200 for overnight hotel accommodation, £150 for a hire car, £1,500 for replacing the locks on **your car** and garage, £300 to replace **garage keys**, and £300 to replace lost **car keys** and re-set an immobiliser/alarm. **We** will pay no more than £2,000 in a **period of cover** for all solutions combined.

## Conditions which apply to key cover

**You** must keep to these **terms**; if **you** do not, in some circumstances **your** cover under this section may be invalid or cancelled, a claim may be refused or a payment could be reduced. If **you** are unsure about any of these terms please contact **esure**.

1. No assistance will be provided under this optional extra unless **we** have been notified of an incident through the telephone number provided within 30 days of it occurring and the **appropriate solution** is being followed.
2. **You** must take reasonable steps to protect **your car keys** and **your car's** locks from loss or damage and allow **us** to examine **your car** at any reasonable time if **we** ask **you**.
3. **You**, or any person acting for **you** must not make false claims. If **you**, or anyone acting for **you**, makes a claim knowing any part of it to be false, **we** will not pay the claim and **we** will cancel **your policy**.

If **we** cancel **your policy** on the grounds of fraudulent activity, **we** will keep any premium **you** have paid. **We** may also notify the relevant authorities, so that they may consider criminal proceedings.

4. If the cost of the solutions provided under this section exceed the **policy** limits, these costs will not be **reimbursed** to **you**, or **you** will be required to make a payment to **us**.

### **Cancelling your key cover**

For details of how to cancel, please refer to the "**Policy** cancellation" section of **your Policy** Booklet.

### **Complaints**

For details on how to make a complaint please refer to the "Our complaints procedure" section of **your Policy** Booklet.

# Section 13 Misfuelling cover

The insurance under Section 13 is provided by esure Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Firm Registration Number 203350. The assistance service for **misfuelling** cover is provided by RAC Motoring Services (Registered No 01424399).

This section only applies if **your Schedule** shows that **you** have **misfuelling** cover, and **you** have paid the premium for it.

## Meaning of words and terms in this optional extra

In this section of **your policy**, the following words or terms are defined and have the meanings shown here. Where a word has a defined meaning it will appear in bold and have the same meaning throughout this section. These words may have a different meaning to those given elsewhere in **your policy**.

### appropriate solution

The solution assessed by RAC motoring services as the most appropriate and cost effective course of action.

### market value

The **market value** is the amount **you** could reasonably have expected to sell **your car** for on the open market immediately before **your** accident or loss. **Our** assessment of the value is based on cars of the same make and model and of a similar age, condition and mileage at the time of accident or loss. This value is based on research from motor trade guides including: Glass's, Parkers and CAP. This may not be the price **you** paid when **you** purchased the car.

### misfuelling

Accidental filling of the fuel tank of **your car** with inappropriate fuel for the type of engine.

### misfuelling cover territorial limits

United Kingdom and the Isle of Man.

### policy

**Your** contract of insurance set out in **your Policy** Booklet, Optional Extras Booklet (where applicable) **Schedule**, and Certificate of Insurance.

### reimburse

Where a payment has to be made by **you**, this will re-pay **you** up to the **policy** limits.

### schedule

The document headed Car Insurance **Schedule** which identifies the policyholder and contains the statements made and information provided by **you** or for **you** when **you** applied for cover and tells **you** the cover **we** have agreed to provide.

### you, your

The person named as the policyholder in **your Schedule**.

### your car

The vehicle insured under **your car policy** and described in paragraph 1 'Description of vehicle' in **your Certificate of Insurance**.

### we, us, our

esure Insurance Limited.

### esure/we/our/us

The underwriter, arranger and administrator of the **Misfuelling** Cover.



# What is covered

In the event of **misfuelling** during **your policy** period, RAC Motoring Services will arrange the **appropriate solution** from the following and **we** will either **reimburse you** or pay for:

- attending **your car** to drain, flush and clean the fuel system on site using a specialist vehicle (when possible); and
- replenishing the fuel tank with up to 10 litres of the correct fuel unless this is part of an accidental damage claim as stated in **your main Policy Booklet**; or
- transporting **your car**, the driver and up to 8 passengers to RAC Motoring Services nearest garage, if roadside assistance is not possible or practical, to drain, flush and clean the fuel system; and
- an additional £25 worth of fuel on production of a receipt.
- if required, the cost of new replacement parts and the labour to fit them (such as a fuel filter for example) up to the value of £50.

If the fuel system cannot be drained and cleaned on the day of the **misfuelling**, causing **your car** to be rendered temporarily unusable as a direct result of **misfuelling**, **we** will pay or **reimburse you** for:

- a hire car to complete **your** and up to 8 passenger's journey, up to a maximum of £150; and/or
- overnight hotel accommodation for **you** and up to 8 passengers, up to a maximum of £400, for one night only, limited to bed and breakfast (excluding alcoholic drinks), whilst repairs to **your car** are completed, provided the incident occurs more than 25 miles from **your** home address or original intended destination.

Claims made under this section will not affect **your** no claim discount.

## Reimbursement

Where a payment has been made by **you**, please send proof of payment for reimbursement, quoting **your policy** number, to the following address;

Claims Bordereau Team  
6th Floor, 19 Cadogan Street, Glasgow, G2 6QQ  
Telephone number- 0345 603 1645  
Opening hours- 9am to 5pm, Monday to Friday.

## Exceptions which apply to Misfuelling Cover

### What is not covered

- More than two incidents in a **policy** year.
- Any loss or damage to **your car** or the engine caused by **misfuelling** or any other cause.
- Any loss or damage to any component parts of **your car** above the £50 limit already stated caused by **misfuelling** or any other cause.
- Any claim arising from contamination other than by the accidental filling of the fuel tank of **your car** with inappropriate fuel for the type of engine.
- Misfuelling occurring outside the **misfuelling cover territorial limits**.
- The cost of any fuel, other than 10 litres of the correct fuel to replenish the fuel system after draining and cleaning has been carried out, or the cost of any fuel above the further £25 worth of fuel.
- **Misfuelling** occurring within 48 hours of the misfuelling cover starting. This does not apply if **you** have renewed the cover.
- Any decrease in the **market value** of **your car** following **misfuelling**, or loss of warranty for **your car**.
- Losses that are not directly associated with **misfuelling**, or which are not directly covered by the terms and conditions of this optional extra for example loss of use of **your car**.
- Transport of any animal, other than domestic pets which are suitably controlled or contained within a suitable travel container.

### The most we will pay

**We** will not pay more than £400 for overnight hotel accommodation, £150 for a hire car, and no more than £750 for all solutions combined per **misfuelling** incident, or more than £1,500 in any one **policy** year. **We** will not pay for more than two **misfuelling** incidents in a **policy** year.

## Conditions which apply to Misfuelling Cover

**You** must keep to these **terms**; if **you** do not, in some circumstances **your** cover under this section may be invalid or cancelled, a claim may be refused or a payment could be reduced. If **you** are unsure about any of these terms please contact **esure**.

1. No assistance will be provided under this optional extra unless **we** have been notified of a **misfuelling** incident through the telephone number provided and the **appropriate solution** is being followed.
2. **You**, or any person acting for **you** must not make false claims. If **you**, or anyone acting for **you**, makes a claim knowing any part of it to be false, **we** will not pay the claim and **we** will cancel **your policy**. If **we** cancel **your policy** on the grounds of fraudulent activity, **we** will keep any premium **you** have paid. **We** may also notify the relevant authorities, so that they may consider criminal proceedings.
3. If the cost of the solutions provided under this optional extra exceed **your policy** limits, these costs will not be **reimbursed to you**, or **you** will be required to make a payment to **us**.

### Cancelling your misfuelling cover

For details of how to cancel, please refer to the “**Policy** cancellation” section of **your Policy** Booklet.

### Complaints

For details on how to make a complaint please refer to the “Our complaints procedure” section of **your Policy** Booklet.

# Section 14 Excess protection

## Important information

The insurance provide under this Section 14 is provided by esure Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Firm Registration Number 203350

This product is only available to customers renewing their existing **excess** protection cover, This section of **your policy** only applies if **your Schedule** shows that **you** have **excess** protection and **you** have paid the premium for it.

## Meaning of words and terms

In this section of **your policy**, the following words or terms are defined and have the meanings shown here. Where a word has a defined meaning it will appear in bold and have the same meaning throughout this section. These words may have a different meaning to those given elsewhere in **your policy**.

### Certificate of Insurance

The **Certificate of Insurance** that provides evidence that **you** have taken out the insurance **you** must have by law.

### excess, excesses

The amount **you** must pay **us** in the event of a claim under Sections 2 or 3 of **your policy** during the **period of cover**, as shown in **your Schedule**.

### main driver

The driver that is named first on the **Schedule** and **Certificate of Insurance**.

### named driver

The additional driver(s) named on the **Schedule** and **Certificate of Insurance**.

### period of cover

The period shown in **your Schedule** unless **your policy** or any type of cover under **your policy** is cancelled, in which case the **period of cover** for **your policy** or type of cover under **your policy** respectively shall end on the cancellation date as notified to **you**.

### policy

**Your** contract of insurance set out in **your Policy** Booklet, Optional Extras Booklet (where applicable) **Schedule**, and **Certificate of Insurance**.

### Schedule

The document headed Car Insurance **Schedule** which identifies the policyholder and contains the statements made and information provided by **you** or for **you** when **you** applied for cover and tells **you** the cover **we** have agreed to provide

### we, us, our

esure Insurance Limited.

### you, your

The person named as the policyholder in **your Certificate of Insurance**

## What is covered

In the event of a claim for loss or damage made under Sections 2 or 3 of **your policy** during the **period of cover** (for which **you** are liable to pay an **excess**) **we** will pay some of **your excess** (as calculated below).

We will pay the following **excesses**:

- For claims under Section 2 of **your policy**, the combined total of the voluntary vehicle damage **excess**, compulsory vehicle damage **excess** and the driver specific vehicle damage **excess** for the **main driver** on **your policy**, as shown in **your Schedule**.
- For claims under Section 3 of **your policy**, the amount will be the **excess** for fire or theft, as shown in **your Schedule**.
- If **you** choose to use **your** own repairer, then the additional **excess** for doing so will not be applied to **your** claim.

Before the **excess** protection can be used, **we** may carry out further enquiries.

## Exceptions which apply to the excess protection

### What is not covered by this section

Any windscreen **excess**.

More than one **excess** protection claim per **period of cover**.

Any claim where **you** are not liable to pay an **excess**.

Any **excess** protection claim where a claim made under Sections 2 or 3 of **your policy** has been rejected, or if **we** declare **your policy** null and void.

Any **excess** protection claim which relates to an incident that occurred before the **excess** protection was purchased.

Any **excess** protection claim where no **excess** is payable in respect of an incident under Sections 2 or 3 of **your policy**.

### The most we will pay under this section

The most **we** will pay for claims under Section 2 of **your policy** is the combined total of the voluntary vehicle damage **excess**, compulsory vehicle damage **excess** and the driver specific vehicle damage **excess** for the **main driver** on **your policy**, as shown in **your Schedule**.

The most **we** will pay for claims under Section 3 of **your policy** is the **excess** for fire or theft, as shown in **your Schedule**.

All subject to a maximum of £1,000 of **excess** for one claim in a **policy** year.

## Conditions which apply to excess protection

**You** must keep to these **terms**; if **you** do not, in some circumstances **your** cover under this section may be invalid or cancelled, a claim may be refused or a payment could be reduced. If **you** are unsure about any of these **terms** please contact **esure**.

An **excess** protection claim must be made to **us** within 45 days of the date of the car claim.

The cover under this section will only apply if, at the time of the incident **your policy** is valid and in force.

The cover under this section only applies if the claim amount is higher than the applicable **excess** shown on the **Schedule**.

The cover under this section only applies in respect of the **excesses** payable under Sections 2 and 3 of **your policy**.

If the **excess** payable is above the most **we** will pay under this section, the policyholder must pay the balance.

In the event of a claim under this section where a **named driver** was driving, the most **we** will pay under this section will be based on the **main driver's excess** shown in the **Schedule**.

If another insurance **policy** is in force covering the same liability **we** will not pay more than **our** fair share of the claim.

## Fraud

If **you** or anyone acting for **you** deliberately or recklessly misrepresents information at any time and: submits to **us** any false or forged information in relation to **your policy**:

- makes a fraudulent, false or exaggerated claim;
- makes a false statement in support of a claim;
- submits a false or forged document in support of a claim; or
- makes a claim for any loss caused by **your** willful act or caused with **your** agreement, knowledge or collusion.

**We** may refuse to pay any claim(s) and may either cancel **your policy** immediately on the grounds of fraudulent activity or treat **your policy** as if it never existed. **We** will keep any premium **you** have paid and seek recovery any sums paid after the deliberate or reckless act. **We** may also notify the relevant authorities and they may consider criminal proceedings.

All other **policies** and products **you** have with **us** may also be cancelled or treated as though they never existed. **We** will seek to recover any costs **we** have incurred.

### Territorial limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, any country which is a member of the European Union and any country which the Commission of the European Community approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance arising from the use of motor vehicles (No 72/166/CEE).

### Cancelling your excess protection

For details of how to cancel, please refer to the “**Policy Cancellation**” section of **your Policy Booklet**.

### Complaints

For details on how to make a complaint please refer to the “Our complaints procedure” section of **your Policy Booklet**.





# Key Contact Information



## My Account

Whenever you want to, wherever you are, head to [esure.com/myaccount](https://esure.com/myaccount) and you can:

- » Check your cover and payment details
- » Make changes and renew your policy
- » Download your documents
- » Register a claim (if yours was the only car involved)
- » Book a windscreen repair
- » See your loyalty offers



## Live Chat and Chatbot

If you need help, you'll find it online. You can either talk to one of our specialists on **Live Chat** or ask our **Chatbot** any questions you like about insurance. Just head to [esure.com/myaccount](https://esure.com/myaccount) or [esure.com](https://esure.com) and click 'Need help?' at the bottom right-hand corner.



### Other handy contact details

Customer Services	0345 603 7874
Claims (If calling from abroad)	0345 603 7872 +44 141 221 5777
24-hour Legal Advice Helpline	0345 850 9596
24-hour Windscreen Helpline	0800 085 8459
24-hour Accident Recovery (If calling from abroad)	0800 085 8533 +44 141 243 2897

### To use your Optional Extras

Motoring Legal Protection	0345 603 7872
24-hour Breakdown Assistance	0800 085 6837
24-hour Car Key Cover	0800 085 4913
Garage Key Cover	0800 085 7925
24-hour Misfuelling Cover	0800 085 8556

If you have a hearing or speech impairment, you can also contact us by specialised text phone. Simply add the prefix 18001 to any of our telephone numbers to use the Text Relay service.

#### Customer service phone lines are open

Monday-Friday 8am-8pm, Saturday 9am-5pm, Sunday 9am-2pm.

#### Claims phone lines are open

Monday-Friday 8am-8pm, Saturday 9am-5pm.

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