

## esure Motor Insurance

### Optional Extras

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

Please see the main car insurance 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



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# Section 8 Motoring legal protection

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 of your policy, the following words and expressions will have the meanings shown here next to them. 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 Motor Insurance.

### 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.

### 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.

### 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.

### 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 caravan or 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

Motoring legal protection is underwritten by 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 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 caravan or 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 limit of indemnity.
  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 your insurer 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 esure's 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 esure's 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 esure's 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 esure's 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. We have a financial arrangement with our legal panel firm(s) in relation to accidents occurring in Scotland,

where we will introduce our customers to them and they make monthly payments to us for those referrals. In relation to accidents occurring in England and Wales, where you require their services, we will appoint an authorised representative which may include IMe Law and pass your details to them. We have an interest in IMe Law which is a law firm authorised and regulated by the Solicitors Regulation Authority. There is nothing in our relationship with our panel firm(s) which will compromise their independence or ability to act in your best interests. 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 esure's 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 esure's 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 esure's 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 esure's 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 this 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 car insurance 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

These conditions apply to this section. If you breach any of these conditions, we may treat this section of your policy as invalid and/or may reject or refuse a claim.

#### 1. Your policy

The cover under this section will only apply if at the time of the incident your car insurance policy is in force and all obligations under your car insurance 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 will 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. Cancelling your motoring legal protection

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

## 8. 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.

## 9. Complaints

For details on how to make a complaint please refer to the "Our Complaints Procedure" section at the back of this 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 the 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 Motor 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.

### 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'll 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 Insurance Ltd 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 Insurance Ltd 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 Insurance Ltd otherwise.

### Changes to your details

If you need to change any details including the car or level of cover please call esure Insurance Limited 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 Insurance Ltd 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](http://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 cancellation section of your Policy Booklet.

# Section 10 Personal injury benefit

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, the following words and expressions will have the meanings shown here next to them.

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 this 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 Motor Insurance, or any passenger(s).

### insured car

The vehicle insured under your motor policy and described in paragraph 1 'Description of vehicle' in your Certificate of Motor 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.

### 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.

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

### 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

The insured person, or any person acting for the insured person must not make false claims. If the insured person or anyone acting for the insured person 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. Cancelling your personal injury benefit

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

### 4. 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.

### 5. 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.

### 6. Complaints

For details on how to make a complaint please refer to the "Our Complaints Procedure" section at the back of this booklet.

## Section 11 Car hire benefit

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

### Meaning of words and terms

In this section, the following words and expressions will have the meanings shown here next to them. 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 hire 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'll also collect the additional premium for this extra cover.

#### hired car

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

#### your car

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

#### you, your

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

## 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 hire company immediately.

## Conditions which apply to car hire benefit

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.
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 cancellation section of your Policy Booklet.

## Complaints

For details on how to make a complaint please refer to the "Our Complaints Procedure" section at the back of this booklet.

## Section 12 Key cover

This optional extra 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 and underwritten by esure Insurance Limited. Replacement garage keys are provided by RAC selected garage specialists.

### Meaning of words and terms

For this optional extra cover, the following words and expressions will have the meanings shown here next to them. Certain other words and expressions will have the same meaning as 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.

### reimburse

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

### you, your

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

## What is covered

In the event of loss of or accidental damage to or theft of your car/garage keys during the 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 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

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 cancellation section of your Policy Booklet.

### Complaints

For our complaints procedure please refer to the back of this booklet.

Key cover is provided by RAC Motoring Services (Registered No 01424399) and underwritten by esure Insurance Limited. esure Insurance Limited covered by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are entered in the Financial Services Register, number 203350. Our name, address and regulatory status can be checked by visiting the FCA website [www.fca.org.uk/register](http://www.fca.org.uk/register).

Our registered office is The Observatory, Reigate, Surrey, RH2 0SG.

## Section 13 Misfuelling cover

This optional extra applies if your Schedule shows that you have misfuelling cover and you have paid the premium for it.

The assistance service for misfuelling cover is provided by RAC motoring services and underwritten by esure Insurance Limited.

### Meaning of words and terms in this optional extra

For this optional extra cover, the following words and expressions will have the meanings shown next to them. Certain other words and expressions will have the same meaning as 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.

#### esure/we/our/us

The underwriter, arranger and administrator of the Misfuelling Cover.

#### 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.

#### reimburse

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

#### you, your

The person named as the policyholder in your Schedule.

## What is covered

In the event of misfuelling during the 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

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 the 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 cancellation section of your Policy Booklet.



## Complaints

For our complaints procedure please refer to the back of this booklet.

Misfuelling cover is provided by RAC Motoring Services (Registered No 01424399) and underwritten by esure Insurance Limited. esure Insurance Limited covered by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are entered in the Financial Services Register, number 203350. Our name, address and regulatory status can be checked by visiting the FCA website [www.fca.org.uk/register](http://www.fca.org.uk/register).

Our registered office is The Observatory, Reigate, Surrey, RH2 0SG.

## Section 14 Excess protection

This product is no longer available to buy, however it will remain on your policy if you have already bought it. Therefore, 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 and expressions will have the meanings shown next to them. Certain other words and expressions will have the same meaning as those given elsewhere in your policy.

#### excess, excesses

The amount you must pay us in the event of a claim under Sections 2 or 3 of the 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 Motor Insurance.

#### named driver

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

## What is covered

In the event of a claim for loss or damage made under Sections 2 or 3 of the 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 the 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 the 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 the 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 the 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

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

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 they may consider criminal proceedings.

### 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 cancellation section of your Policy Booklet.

### Complaints

For details on how to make a complaint please refer to the "Our Complaints Procedure" section at the back of this booklet.

## Cancelling your policy and Optional Extras

### How to cancel

Call us on 0345 603 7874 during our office hours. We are open Monday to Friday 8am to 8pm, Saturday 9am to 5pm and Sunday 9am to 2pm.

### Important points to consider before cancelling

- We can only cancel your policy from the date you ring us or later.
- When your policy is cancelled, all cover provided by the Optional Extras you bought will automatically be cancelled at the same time.
- When you ask us to cancel your policy, any premium owed must be paid to us.
- If you cancel your policy, esure Services Limited charge a cancellation fee. Details of these fees can be found in your agreement with esure Services Limited.
- If any incidents have arisen during the period of cover and a claim has been made by you, or against you, we will cancel your cover if you ask us to but not refund any premium. If you are paying by instalments, you must still pay us the balance of the full annual premium. If you or we cancel your policy or any Optional Extras, you must pay all costs you incur in relation to the claim after cancellation.
- Non payment of any outstanding premium may result with the debt being referred to a debt collection agency.
- If you cancel your direct debit this does not mean that you have cancelled your policy.

### What happens when you cancel your policy and Optional Extras:

#### Within the 14 day cooling off period

You have 14 days from the date you receive your Policy Booklet, Schedule and Certificate of Motor Insurance if you are a new customer or from your renewal date if you are an existing customer to tell us that you want to cancel the policy.

As long as no incidents have arisen which could result in a claim under your policy, we will refund the premium you have paid, less the administration fee that applies. The current fees are shown in Your Agreement with esure Services Limited.

If you do not exercise your right to cancel during the 14 day period, your policy will continue as normal.

#### After the 14 day cooling off period

As long as no incidents have arisen which could result in a claim under your policy, we will refund the part of the motor premium you have not yet used and the breakdown assistance if you bought it, less the cancellation fee that applies. The current fees are shown in Your Agreement with esure Services Limited.

### What happens when you cancel just Optional Extras:

#### Within the 14 day cooling off period

If you cancel your Optional Extras within 14 days of receiving your documents, or your renewal date, we will refund the premium you have paid as long as no incidents have arisen which could result in a claim.

If any incidents have arisen which may result in a claim, we will not refund any premium and, if you are paying by instalments, you must still pay us the balance of the full annual premium.

#### After the 14 day cooling off period

After the 14 day period, with the exception of breakdown assistance cover, we will not refund any of the premium you have paid and the full annual premium for Optional Extras will still be payable.

If you choose to cancel your breakdown assistance cover, we will refund the premium you have paid less a pro rata charge for the time you have been on cover.

## Our right to cancel your policy

We have the right to cancel your policy at any time by giving you seven days' notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address we have for you and will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

- Where we have been unable to collect a premium payment. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received and giving you seven days' notice of a final date for payment. This letter will also notify you that if payment is not received by this date your policy will be cancelled. If payment is not received by that date we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;
- Where you are required in accordance with the terms of this Policy Booklet to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case we may issue a cancellation letter and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the seven day cancellation notice period;
- Where we do not receive evidence of your no claim discount within 21 days from the start date of the policy. If we have not received such evidence by the end of the 21 day period we will issue a cancellation letter and we will cancel your policy if we do not receive evidence of your no claim discount by the end of the seven day cancellation notice period;
- Where there is a material failure by you to take care of your car as required by the paragraph headed 'Taking care of your car' in the General Conditions applying to Sections 1 to 7 of this Policy Booklet;
- Where we reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.
- Where you, any authorised driver, or any person acting for you provides false or inaccurate information when buying, amending or renewing a policy.

If we do cancel your policy, you will receive a refund of the part of your premium you have not yet used less the cancellation fee that applies. The current fees are shown in Your Agreement with esure Services Limited.

If we cancel your car insurance at any time, we will automatically cancel any cover provided by the Optional Extras you chose with your main policy cover. The premium you paid for these Optional Extras will also be refunded less a pro rata charge for the time you have been on cover.

If we cancel you policy because we have been unable to collect the premium by direct debit instalments a cancellation fee will apply to take account of the costs in providing your policy and recovering any premium owed for the period of cover. The current fees are shown in Your Agreement with esure Services Limited.

## Our complaints procedure

We always aim to get things right first time for our customers although we know that sometimes you will feel this hasn't happened. We want to hear about this so we have an opportunity to put things right for you.

If you need to complain we are committed to having an accessible process where we will always try to resolve things speedily and at the earliest possible stage.

The majority of problems can be put right with just one phone call so please follow the steps below:

### Step One

If it's about your claim please call us on:

0345 603 7970 Car Claim  
0345 601 7076 Home Claim

If it's about anything else then call us on:

0345 601 6736 Car Insurance  
0345 601 9684 Home insurance

Every effort will be made to sort things out for you within 3 days. Once we've resolved your complaint we will send you an email or letter just to confirm you're happy with what's been agreed – this is a Summary Resolution Communication. This will tell you about the complaints service we offer and how the Financial Ombudsman Service can help, should you need it.

### Step Two

When a complaint can't be resolved quickly or you aren't happy with the initial resolution our Customer Relations team are here to help you. This is a dedicated team who will carry out an independent review for you and they act with the full authority of our Chief Executive.

We'll contact you to tell you who will own your complaint and how long you can expect to wait for a decision. We will write to you with our view – this is known as a 'final decision' letter.

The email address is [CustomerRelationsExec@esure.com](mailto:CustomerRelationsExec@esure.com) or you can write to;

Customer Relations  
esure  
The Observatory  
Reigate  
Surrey  
RH2 0SG

### Step Three

If after considering our final decision or the outcome of Step One and you're still unhappy you can approach the Financial Ombudsman Service. They're an independent body that arbitrate on complaints about insurance and other financial services.

You have the right to refer your complaint to the Financial Ombudsman Service, free of charge. Although there are time limits for referring your complaint to the Ombudsman, we will agree to the Ombudsman considering your complaint even if you refer the complaint outside the time limits.

Their website has a great deal of useful information [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You can contact them on;

Tel: 0300 1239 123 or 0800 0234 567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Address: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

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.

## Compensation arrangements

esure Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that any firm providing insurance goes out of business or into liquidation, you may be entitled to compensation from the scheme.

Generally the FSCS may arrange to transfer a policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. Further information about compensation scheme arrangements is available from the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 or 020 7741 4100 or visit or [www.fscs.org.uk](http://www.fscs.org.uk).

# Key contact numbers

## Customer Service

**0345 603 7874**

We can only take instructions to change a policy from the policyholder.

For all your policy and premium queries and to tell us about any changes to your policy.

## Claims

**0345 603 7872**

(+44 141 275 0700 if calling from abroad)

Please report all accidents or losses immediately.

To tell us about any accident, theft or fire which may or may not give rise to a claim and for your queries about existing claims.

## 24-hour accident recovery

**0800 085 8533**

(+44 141 275 0700 if calling from abroad).

To arrange the recovery of your car if it isn't driveable after an accident, attempted theft or fire.

## 24-hour windscreen repair helpline

**0800 085 8459**

Please note a £100 limit applies if you do not use our recommended windscreen specialist.

To arrange the repair or replacement of your windscreen and other windows in your car by our recommended windscreen specialists. Or use our 24 hour Windscreen Repair Website [www.autoglass.co.uk/ideal/damage/ins/esure](http://www.autoglass.co.uk/ideal/damage/ins/esure)

## 24-hour Legal advice helpline

**0345 850 9596**

To obtain motoring legal advice at no extra cost.

## To use Optional Extras, if you've bought them (see your Schedule)

### 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.

Calls may be monitored and recorded for security and service quality.