

Your Classic Car Policy



CHUBB®

Chubb Classic Car

Thank you for choosing Chubb Classic Car

Since 1882 Chubb has been renowned in America for exceptional insurance cover and service.

We have grown into a world-leading specialist insurer of fine homes and cars, as well as privately owned art, antiques and jewellery. Masterpiece was launched in the UK in 1996.

Our trademark three-step approach is designed to eliminate the pitfalls of standard insurance. Each step helps to build to the certainty of superb cover and service:

- First, in most cases, we agree the value of your car upfront each year, so that you know the exact sum we will pay if it is a total loss
- Then, we offer a remarkable combination of cover and service
- Finally, we aim to pay claims fast. Our claims team is available round-the-clock to provide **fast, fair and fuss-free** support

Our home insurance shares a similar three-step approach, with an expert home appraisal, worldwide all risks property cover with few restrictive conditions and the legendary Chubb claims service.

Please do read this policy, and I hope you'll appreciate the scope of our cover and why we say we create certainty.

We share your passion for classic cars, our aim is to protect and restore them in partnership with you and historic vehicle specialists. To support the future of preserving the past we are proud sponsors of StarterMotor The Historic Car Charity. For more information please visit www.startermotor.co

We are always endeavouring to improve. So, should you find any aspect of our service less than satisfactory, do not hesitate to contact me personally.



Annmarie M. Camp

Executive Vice President, Head of Personal Risk Services Europe

Expert insurers of your most valued possessions.

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Your Policy

This is **Your Policy** booklet which should be read alongside **Your** most recent **Policy Schedule**, Certificate of Insurance, any **Amendment to Cover Notices** and any **Endorsements**. Together they form the contract between **You** and **Us**. They explain in detail the covers as well as any conditions **You** must comply with. Please take the time to read and understand the documentation. If there is anything that needs clarifying, please contact **Your** Insurance Broker in the first instance.

Your Policy booklet details all the covers available when **You** purchase a personal insurance **Policy** from **Us**. **You** may not have all the covers available; **Your Policy Schedule** and Certificate of Insurance will show **You** which covers **We** are providing and the sums insured where appropriate. If **You** are interested in increasing or adding elements of cover under this Policy.

If **You** have home insurance with Chubb **You** will receive a separate **Policy** booklet that will need to be read together with **Your** most recent **Policy Schedule**, any **Amendment to Cover Notices** and any **Endorsements**.

At renewal of **Your Policy**, **You** will be provided with an updated **Policy Schedule** and Certificate of Insurance. If there have been any changes to the cover provided under **Your Policy**, **You** will receive either an **Amendment to Cover Notice** or a complete new **Policy** booklet.

You are advised to keep **Your Policy Schedule**, **Policy** booklet, Certificate of Insurance, **Amendment to Cover Notices** and **Endorsements** in a safe place.

Thank you for choosing Chubb to provide Your motor insurance



Introduction and Policy definitions

This is **Your** Chubb Classic Car **Vehicle Policy**. Together with **Your Policy Schedule**, **Your Certificate of Insurance**, **Amendment to Cover Notice** and **Endorsements**, it explains **Your** covers and other conditions of **Your Policy** in detail. This **Policy** is a contract between **You** and **Us**.

Please read Your Policy carefully and keep it in a safe place.

Agreement

We agree to provide the insurance described in this **Policy** in return for **Your** premium and compliance with all the **Policy** Conditions.

Policy Definitions

In this **Policy**, words have their plain English meaning. Throughout the **Policy**, defined terms will be capitalised, in italics and bold.

Agreed Mileage means the maximum mileage shown in **Your** most recent **Policy Schedule** that the **Vehicle** may be driven within the **Policy Period**.

Amendment to Cover Notice means the most recent document of this name issued by **Us** to **You**.

Bodily Injury means physical bodily harm, including sickness or disease that results from it, and required care, loss of service and resulting death.

Business means any full or part-time employment, trade, occupation, profession, or a farm operation which includes the raising or care of animals.

Contents means unspecified personal property owned by **You** or for which **You** are legally responsible.

Covered Person means any permitted user legally entitled to drive in accordance with the Certificate of Insurance.

Covered Vehicle means:

- any **vehicle** described in **Your Policy Schedule** for which a Certificate of Insurance has been issued and which bears the registration mark of that vehicle and which belongs to **You** or is under a hire purchase agreement or is leased to **You**;
- any trailer or caravan **You** own whilst attached to a **Covered Vehicle**

Damages means the sum that is paid or is payable to satisfy a claim settled by **Us** or resolved by judicial procedure or by a compromise **We** agree to in writing.

Declared Garaging Address means the address shown on **Your** proposal form or **Your** statement of fact showing where **Your Vehicle** is kept.

Driver means any permitted user legally entitled to drive in accordance with the Certificate of Insurance.

Endorsement means a written modification to this **Policy** issued by **Us** to **You**.

Excess means the amount **We** will subtract from any covered loss **We** pay.

Family Member means any member of **Your** household residing with **You**.

Incapacitated means an inability to function as normal for a period exceeding 30 days as diagnosed by a **Physician** or authorised mental health professional.

Intoxicated means having a blood alcohol level exceeding the prescribed limit as decreed by the Road Traffic Act or local jurisdiction, or under the influence of any illegal substance.

Medical Expenses means reasonable charges for first aid, medical, funeral, surgical, x-ray, dental, ambulance, hospital, rehabilitation, professional nursing services, and prosthetic devices.

Occurrence means any loss or accident to which this insurance applies which first occurs within the **Policy Period**. Continuous or repeated exposure to substantially the same general conditions, unless excluded, is considered to be one **Occurrence**.

Physician means a person who is licensed as a medical doctor or a doctor of osteopathy under the laws of the jurisdiction in which treatment is given to a patient and who is qualified to give such medical treatment. A **Physician** does not include **You** or a **Family Member**.

Policy means **Your** entire Chubb Masterpiece Collector **Vehicle Policy**, including the **Policy Schedule**, the Certificate of Insurance, **Amendment to Cover Notice** and **Endorsements**.

Policy Period means the effective dates of this **Policy** as shown in the **Policy Schedule**. The effective date begins at the time shown on the Certificate of Insurance and ends at 00.01 standard time at the mailing address shown.

Policy Schedule means the most recent **Policy Schedule We** issued to **You**.

Property Damage means physical injury to or destruction of tangible property, including the loss of its use.

Territorial Limits means the European Union, the United Kingdom, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland or in transit by rail, sea, land (not under the vehicle's own power) or air to or from any countries listed in the **Territorial Limits**.

Vehicle means:

- any vehicle described in **Your Policy Schedule** for which a Certificate of Insurance has been issued and which bears the registration mark of that vehicle and which belongs to **You** or is under a hire purchase agreement or is leased to **You**;

We, Our and **Us** means Chubb European Group SE or any other member insurer of the Chubb Group of Insurance Companies.

You and **Your** means the person named in the **Policy Schedule** and a spouse or partner who permanently resides with that person.

Making a claim and Key contact details

Chubb has in place a written procedure for the effective and proper handling of claims. The procedure provides that:

- a) Where a claim form is required to be completed, it will be issued to **You** by **Us** within five business days of receiving notice of a claim;
- b) **We** will assist in the process of making a claim, including, where relevant, alerting **You** to relevant policy terms and conditions;
- c) **We** will maintain a record of all conversations with **You** in relation to the claim; and
- d) **We**, while the claim is ongoing, will provide **You** with updates of any developments affecting the outcome of the claim within ten business days of the development. When additional documentation or clarification is required from **You**, **You** will be advised of this, as soon as required, in writing.

Making a Vehicle Physical Damage Cover or Vehicle Third Party Liability Cover claim

To make a claim, in the first instance please contact **Your** broker or call our telephone numbers listed below.

Our telephone services are manned 24 hours a day, 7 days a week and will:

- recover **Your Vehicle** to either an approved repairer or a repairer of **Your** choice following a covered accident;
- arrange for a courtesy car for **Your** use, following a covered accident, fire or theft;
- inspect and approve repairs on **Our** behalf;
- clean **Your Vehicle** following the completion of the repairs;
- return **Your Vehicle** to **You**; and
- collect the courtesy car from **You**

This service has been arranged to manage **Your** claim from the first notification through to final settlement. At times **Our** telephone services are manned by **Our** selected specialist partners.

Calling from inside Ireland:

1800 242 702

Calling from outside Ireland:

+353 1472 2098

Email:

motor-newclaims@chubb.com

Our address:

Chubb European Group SE, 5 George's Dock, IFSC, Dublin 1, Ireland

Receiving Your Vehicle Physical Damage Cover or Vehicle Third Party Liability Cover claim payment

You may elect to receive **Your** claim payment via electronic fund transfer rather than via cheque. This means **Your** claim payment will be sent directly from our bank account to the bank account which **You** have provided to **Us**. When discussing **Your** claim with **Your** broker or **Us**, please provide the name of **Your** Bank and the applicable Swift or IBAN number.

Making a European Motor Assistance Cover claim

European Motor Assistance Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This European Motor Assistance Cover is administered by ARAG: ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20, a company registered in Republic of Ireland number 639625. It is insured by ARAG Insurance Company Limited.

Through our partner, ARAG, You have access to a 24 hour Helpline.

In the event of a motor vehicle breakdown, call ARAG on :

Calling from inside Ireland:

1800 242 702

Calling from outside Ireland:

+353 1472 2098

Please provide the following information:

- the **Covered Person's** name;
- registration number of the **Covered Vehicle**;
- the make, model and colour of the **Covered Vehicle**;
- nature of the Breakdown and location of the **Covered Vehicle**; and
- if the **Covered Vehicle** is fitted with alloy wheels.

A breakdown assistance operator will arrange for a recovery operator to come to the **Covered Person's** assistance as quickly as possible.

Making a Motor Legal Expenses Cover claim

Motor Legal Expense Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This Motor Legal Expense cover is arranged by ARAG Legal Protection Limited on behalf of the **Insurer**, ARAG Insurance Company Limited.

After a motor accident

If **You** are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let **Us** have this information as soon as **You** can, either by giving it to **Your** insurance adviser or by sending it to **Us** at the address below.

If **You** are not sure what to do after an accident, call **Our** Legal Advice Service.

If your vehicle cannot be driven

If the **Covered Vehicle** cannot be driven after an accident, **Our** Drivers' Assistance Service can arrange for a garage to take it to a place **You** choose. **You** will have to pay the towing costs, so remember that most motor insurers only give cover for towing to a nearby garage. However, if the accident was not **Your** fault, **We** can usually recover the towing costs as part of **Your** claim for **Uninsured Losses**.

How we help you

Once **We** have accepted **Your** claim, **We** aim to recover **Your Uninsured Losses** from the other person who caused the accident. **Uninsured Losses** could include the cost of repairing or replacing the **Covered Vehicle**, **Your** motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

We normally recover **Your Uninsured Losses** by appointing a lawyer to handle **Your** claim. In most cases, **We** will choose the appointed lawyer for **You**. If an **Insured Person** has been injured or killed **We** will help to deal with their compensation claim through the **Personal Injuries Assessment Board (PIAB)**.

If an **Insured Person** is prosecuted for a motoring offence, **We** will appoint a lawyer to represent them.

Send **Your** claim to:

Claims Department | ARAG Legal Protection Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin | D02 WR20 Email: claims@arag.ie | Telephone: 01 670 7470

Making a Vehicle Physical Damage Cover or Vehicle Third Party Liability Cover Complaint

We aim to provide customers with the highest possible level of service at all times. If **You** are unhappy with the service provided for any reason or have cause for complaint, please, in the first instance, contact the person who arranged the **Policy** for **You** or contact us at:

Private Clients Manager, Chubb European Group SE,
5 George's Dock, IFSC, Dublin 1, Ireland

T 01 440 1700

We will seek to resolve any complaints from **You**. When **We** receive an oral complaint, **We** will offer **You** the opportunity to have this handled in accordance with **Our** complaints procedure. Chubb has in place a written procedure for the proper handling of complaints. This procedure need not apply where the complaint has been resolved to **Your** satisfaction within five business days, provided however that a record of this fact is maintained.

At a minimum this procedure must provide that:

- a) **We** will acknowledge each complaint on paper or on another durable medium within five business days of the complaint being received;
- b) **We** will provide **You** with the name of one or more individuals appointed by **Us** to be **Your** point of contact in relation to the complaint until the complaint is resolved or cannot be progressed any further;
- c) **We** will provide **You** with a regular update, on paper or on another durable medium, on the progress of the investigation of the complaint at intervals of not greater than 20 business days, starting from the date on which the complaint was made;
- d) **We** will attempt to investigate and resolve a complaint within 40 business days of having received the complaint; where the 40 business days have elapsed and the complaint is not resolved, **We** will inform **You** of the anticipated timeframe within which **We** hope to resolve the complaint and will inform **You** that the matter can be referred to the relevant Ombudsman; **We** will provide **You** with the contact details of such Ombudsman; and

- e) Within five business days of the completion of the investigation, **We** will advise **You** on paper or on another durable medium of:
- i) the outcome of the investigation;
 - ii) where applicable, the terms of any offer or settlement being made;
 - iii) that **You** can refer the matter to the relevant Ombudsman, and the contact details of such Ombudsman

We will maintain up-to-date and comprehensive records for each complaint received from **You**.

If **We** are unable to resolve the complaint to **Your** satisfaction **You** may refer the matter to the Financial Services and Pensions Ombudsman (FSPO) in Ireland. The FSPO can be contacted at the address shown below:

The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin, D02 VH29
Tel: + 353 1 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

Referring the matter to the FSPO will not affect **Your** right to take legal action against **Us**.

Financial Services Compensation Scheme

Chubb subscribes to the Financial Services Compensation scheme of the United Kingdom. This provides compensation in case any of its members, in specified circumstances, are unable to meet any valid claims under their policies. Further information can be obtained from Chubb at the address above, or from the Financial Services Compensation Scheme at the following address:

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

Insurance Compensation Fund

In the event of an insurer such as Chubb being unable to satisfy claims, **You** may be entitled to compensation from the Insurance Compensation Fund in Ireland. The maximum amount that could be available in respect of any sum due to a policyholder is 65% of the sum due or €825,000, whichever is the lesser.

Making a European Motor Assistance Cover Complaint

To make a complaint about European Motor Assistance Cover please call ARAG on 1800 242 702.

Please send Your European Motor Assistance Cover complaint to:
ARAG Legal Protection Limited, Europa House, Harcourt Centre,
Harcourt Street, Dublin 2, D02 WR20.

Should **You** remain dissatisfied with the final response to **Your** complaint or if **You** have not received a final response within 40 (forty) business days of the complaint being made, **You** may be eligible to refer **Your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The FSPO can be contacted at the address shown above.

If **You** have purchased **Your** contract online **You** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to **Your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **Your** contractual rights.

Making a Motor Legal Expenses Cover Complaint

Please send **Your** Motor Legal Expenses Cover complaint to:

ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20.

Should **You** remain dissatisfied with the final response to **Your** complaint or if **You** have not received a final response within 40 (forty) business days of the complaint being made, **You** may be eligible to refer **Your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The FSPO can be contacted at the address shown above.

The complaints handling arrangements above are without prejudice to **Your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with Your contractual rights.

Registered office

Chubb European Group SE.

Irish registered branch address:
5 George's Dock, IFSC, Dublin 1, Ireland
Company Number 1112892.

Registered office:
La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France

Chubb European Group SE trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised by the Autorité de contrôle prudentiel et de résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules.

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662.

Policy conditions

This part of **Your Policy** details the terms and conditions which form part of **Your Policy**. Please note that these **Policy** Conditions apply in addition to the Conditions stated in each cover part of **Your Policy**. Failure to comply with the **Policy** Conditions may invalidate **Your** claim.

These conditions apply to **Your Policy** in general and to each cover in it.

Change of risk

Whenever during the **Policy Period** any of the following events occur, **You** must notify **Us** immediately thereafter:

- Any change of **Vehicle(s)** and/or registration number(s)
- Any change of use to any **Vehicle** listed on your Schedule (e.g. if used for business)
- Any change in the estimated annual mileage **You** expect to drive in any one **Policy Period**
- Any change in the security or parking arrangements for **Your Vehicle(s)**
- Any significant change to **You** or **Your Family Members'** occupations or professions
- If **You** or a **Family Member** have been convicted of and/or charged with any offence, (other than motoring convictions and/or spent convictions)
- Any motoring convictions or pending prosecutions of **You**, any named or regular drivers or **Covered Persons**
- Any change of address relating to the location at which any **Vehicle** listed on **Your** Schedule is kept
- Any incidents which may result in a claim under this **Policy** which we are not yet aware of

Where one (or more) of the above events occur(s), **We** will have the right to amend the terms of **Your Policy** and charge an additional premium, or cancel **Your Policy** in accordance with **Our** cancellation rights set out at page 17 of this **Policy** booklet. If **You** are unsure about whether **You** need to tell **Us** something, please speak to **Your** broker, or tell **Us**.

Misrepresentation

You, each **Family Member**, each **Covered Person** and anyone acting on **Your**, any **Family Member's** or any **Covered Person's** behalf have a responsibility to take reasonable care not to make a misrepresentation to **Us** when applying for this **Policy** or when it is varied. For example, **You** and they must take reasonable care not to provide information which is false or inaccurate and not to withhold any information. It is important that all information provided over the telephone, in the application and in all other documents is full and accurate.

If **You**, a **Family Member** or any **Covered Person**, or anyone acting on **Your**, a **Family Member's** or a **Covered Person's** behalf:

- provide **Us** with information which **You** or they know is, or do not care whether or not it is, false or misleading; and
- know that the matter to which that information relates is, or do not care whether or not it is, relevant to **Us**,

when applying for this **Policy** or when it is varied, then **We** can treat this **Policy** as if it never existed and decline all claims.

If **You**, a **Family Member** or any **Covered Person**, or anyone acting on **Your**, a **Family Member's** or a **Covered Person's** behalf is careless in providing **Us** with false or misleading information **We** rely upon in entering into this **Policy** and setting its terms and premium or when varying this **Policy**, **We** may:

- treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which we would not otherwise have offered;
- amend the terms of **Your Policy**. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your**, a **Family Member's** or a **Covered Person's**, or anyone acting on **Your** or their behalf's, carelessness;
- reduce the amount **We** pay on a claim by the proportion that the premium **You** have paid bears to the premium **We** would have charged **You** had **We** received full and accurate information;
- cancel **Your Policy** in accordance with **Our** cancellation rights set out at page 17 of this **Policy** booklet

Fraudulent claims

If **You**, a **Family Member** or any **Covered Person**, or anyone acting on **Your**, a **Family Member's** or a **Covered Person's** behalf:

- knowingly makes a dishonest, fraudulent or exaggerated claim under **Your Policy**;
- knowingly makes a false statement in support of a claim;
- knowingly provides a false or forged document in support of a claim; and/or
- makes a claim for any loss or damage caused by **Your** or their wilful act or caused with **Your** agreement, knowledge or collusion, then we may void **Your Policy** from the date of any such act, **We** will not pay any fraudulent claims, **We** will be entitled to recover from **You** the amount of any fraudulent claim already paid under **Your Policy**, **We** will not return to **You** any premium paid by **You**, legal action may be taken against **You** and **We** may inform the police and any other law enforcement agencies about the claim.

Policy Period

The effective dates of this **Policy** are shown in the **Policy Schedule**. The effective date begins at the time shown on the Certificate of Insurance and ends at 00.01 standard time at the mailing address shown.

All covers on this **Policy** apply only to **Occurrences** that take place during the **Policy Period** as specified in **Your Policy Schedule**.

Policy Renewal

Your Insurance cover is for a 12 month period and the start date and end date of the cover are specified in **Your Policy Schedule**.

Your Policy will not automatically renew and so **You** will need to confirm to **Your** broker or Chubb before the renewal date, if **You** wish to renew.

Policy Enhancements

We may extend or broaden the cover provided by this **Policy**. if **We** do this during the **Policy Period** or within 60 days before the **Policy Period** commences without increasing the premium, then the extended or broadened cover will apply to an **Occurrence** after the effective date of the extended or broadened cover.

Transfer of rights

If **We** make a payment under this **Policy**, **We** will assume any recovery rights **You** or a **Driver** has in connection with that loss, to the extent **We** have paid for the loss.

All of **Your** rights of recovery will become **Our** rights to the extent of any payment **We** make under this **Policy**. **You** or a **Driver** must do everything necessary to secure such rights, do nothing after a loss to prejudice such rights and give **Us** all the information and assistance necessary for **Us** to achieve a settlement.

Payments made outside of the terms of the Policy

If, under the law of any country, **We** must make a payment that is not covered by **Your** Chubb Masterpiece Collector **Vehicle** policy; **We** have the right to recover this payment from **You** or the person who is liable.

Application of cover

Cover applies separately to **You** or any **Driver**. However, this provision does not increase the amount of cover for any one **Occurrence**.

Duplicate cover

If a loss is covered under more than one part of this **Policy**, **We** will pay **You** under the part giving **You** the most cover but not under more than one part. In no event will **We** make duplicate payments.

Other insurance

When other motor insurance applies to a covered loss under this **Policy**, **Our** cover will apply as excess to any other available insurance.

Assignment

You cannot transfer **Your** interest in this **Policy** to anyone else without **Our** written agreement.

Policy changes

This **Policy** can be changed only by a written amendment **We** or **Your** broker issue.

Bankruptcy or insolvency

We will meet all **Our** obligations under this **Policy** regardless of whether **You**, **Your** estate, or anyone else or their estate becomes bankrupt or insolvent.

Care of Your Vehicle

You must take all reasonable precautions to keep **Your Vehicle** or **Covered Vehicle** in an efficient and roadworthy condition and protect it from loss or damage.

Insurable interest

We will not pay for any loss or damage to any **Vehicle** or **Covered Vehicle**, property or possessions in which **You** or a **Driver** does not have an insurable interest at the time of the loss.

If more than one person has an insurable interest in any **Vehicle** or **Covered Vehicle**, covered property or possessions, **We** will not pay for an amount greater than the insurable interest attributable to **You** or a **Driver**, up to the amount of cover that applies.

Vehicle access

You must grant **Us** free access at all reasonable times to examine **Your Vehicle**.

Abandoning property or possessions

You or a **Driver** cannot abandon any property or possessions to **Us** without **Our** prior agreement, or to a third party unless **We** agree.

Protect property

You or a **Family Member** must take reasonable steps to protect **Your Vehicle** or **Covered Vehicle** from further damage and make any emergency repairs that are necessary to protect **Your Vehicle** or **Covered Vehicle**. **You**, a **Covered Person** or a **Family Member** must also keep an accurate record of expenses incurred. **We** may not pay for any non-emergency repairs unless prior authorisation has been obtained from **Us**.

Carrier and bailees

We will not make any payments under this **Policy** to the benefit of any carrier or other bailee of damaged property or possessions.

Legal action against Us

If **You** have a loss under Third Party Liability Cover, **You** agree not to bring any action against **Us** until the obligation has been determined by final judgement or a written agreement by **Us**.

Examination under oath

We have the right to examine under oath, as often as **We** may reasonably require, **You** and any **Drivers**. **We** may also ask **You** or a **Driver** to give **Us** a signed description of the circumstances surrounding a loss and **Your** or their interest in it, and to produce all records and documents **We** request and permit **Us** to make copies.

Cancellation following non-payment of premium

If *Your Policy* premium is not paid when due, then your *Policy* will be considered void and of no effect and *We* will not pay any claims. If *Your Policy* premium is paid by instalments and an instalment remains unpaid after 14 days, *We* may cancel *Your Policy* from the date the last instalment was due and *We* will not pay any claim made during the period when the premium was unpaid. If the initial instalment premium has not been paid, *Your Policy* will be considered void and of no effect and *We* will not pay any claim under *Your Policy*.

Your cancellation within the cooling off period

To cancel *You* should initially contact *Your* insurance broker, or *You* can contact *Us* directly. *You* have a statutory right to cancel *Your Policy* for any reason within 14 days of receipt of *Your Policy* documentation, or 14 days from the effective date of the *Policy*, whichever is the later. Upon cancellation *We* will refund any premium to *You*, provided no claims have been made. *We* will not repay any premium if a claim / loss has been paid or is outstanding.

Your cancellation outside of the cooling off period

To cancel *You* should initially contact *Your* insurance broker, or *You* can contact *Us* directly. *You* can cancel *Your Policy* at any time and if *You* cancel outside the cooling off period, *You* are entitled to a pro rata refund of premium. Upon cancellation *We* will refund any premium to *You*, on a pro-rata basis provided no claims have been made. *We* will not repay any premium if a claim / loss has been paid or is outstanding.

Our cancellation

We may cancel *Your Policy* by giving *You* 14 days' notice written notice of such cancellation, by recorded delivery at *Your* last known address where *We* have grounds for doing so. Grounds for cancellation are:

- Where *You*/the policyholder did not take reasonable care to ensure the information provided on which the insurance was based was correct
- Deliberate, reckless or careless misrepresentation of information provided
- Failure to provide information or documentation *We* require and ask for to underwrite the *Policy*
- If *We* are ordered to or instructed to cancel this *Policy* by a regulator, court, or other law enforcement agency
- Failure to pay premiums when due
- Attempted or actual fraud
- *You* must immediately return the Certificate of Insurance and Insurance Disc to *Us*. In the absence of *Your* Certificate of Insurance and Insurance Disc, *You* must immediately complete and return a Lost Certificate Declaration and Lost Disc Declaration to *Us*.

If *We* cancel this policy we will refund any premium on a pro-rata basis, except where attempted, or actual fraud has taken place. *We* will not refund any premium if a claim/ loss has occurred or is outstanding.

If a *Policy* is cancelled due to attempted or actual fraud, then *We* may recover from *You* any sums paid by us to *You* in respect of any claims. In addition *We* may by notice to *You*, treat this *Policy* as having been terminated with effect from the time of the fraudulent act.

Return premiums and additional premiums

If **You** make any amendments to **Your Policy** and the resulting prorata additional or return premium is less than €40 (excluding tax) **We** will not apply this amount and the return or additional premium due shall be nil.

Refund

In the event of cancellation by **You** or by **Us**, **We** will refund premium based on the effective date of cancellation or as soon as possible afterwards. Any return premium will be calculated on a pro-rata basis and will depend upon any claims made by **You**. However, **We** will not refund any premium in the event **We** have paid a claim /if a claim is outstanding or if attempted / actual fraud has taken place.

Appeals

If **You** or a **Driver** or any other insurer, does not appeal a judgement for covered **Damages**, **We** may choose to do so. **We** will then bear all expenses, taxable costs, and interest arising out of the appeal. However, the sum insured of cover for **Damages** will not be increased.

Choice of Law

You and **We** are free to choose the law applicable to this **Policy**. **We** propose to apply the laws of Ireland unless, at the effective date of the **Policy**, the **Policy** covers **Vehicles** registered in The British Overseas Territory of Gibraltar, the Crown dependencies of Jersey, Guernsey or the Isle of Man, in which case the law of the respective Crown dependency will apply to those. By taking out this **Policy** **You** have agreed to this.

Data Protection Notice

Chubb uses personal information which **You** supply to **Us** or to **Your** Insurance broker in order to write and administer this **Policy**, including any claims arising from it.

This information will include basic contact details such as **Your** name, address, and policy number, but may also include more detailed information about **You** (for example, your age, health, details of assets, claims history) where this is relevant to the risk **We** are insuring or to a claim **You** are reporting.

We are part of a global group, and **Your** personal information may be shared with our group companies in other countries as required to provide **Your Policy** or to store **Your** information. **We** also use a number of service providers, including a credit reference agency, who will also have access to **Your** personal information subject to our instructions and control. The agency records **Our** enquiries but **Your** credit rating is not affected.

You have a number of rights in relation to **Your** personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use **Your** personal information. For more information, **We** strongly recommend you read **Our** user-friendly Master Privacy, available here: <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>. **You** can ask is for a paper copy of the Privacy Policy at any time, by contacting us at dataprotectionoffice.europe@chubb.com

Insurance Act

All monies which become or may become due and payable by Us under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

Stamp duty

Stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of the composition agreement entered into with them under section 5 of the Stamp Duties Consolidation Act 1999.

Duties after a loss

In case of a loss which this **Policy** may cover, **You** or a **Driver** must perform the following duties for cover to apply:

Notification

You or a **Driver** must notify **Us** or **Your** broker of the loss or damage as soon as possible. In case of theft or accidental loss **You** or a **Driver** must also notify the police or other similar competent authority as soon as possible. Every communication relating to a claim must be sent to **Us** without delay. **You** must also tell **Us** if **You** know of any impending prosecution, Coroner's Inquest or Fatal Accident Inquiry involving anyone where cover is provided by this **Policy**. No negotiation, admission or refusal of any claim must be entered into without **Our** consent.

Co-operation

You or the **Driver** must co-operate with **Us** fully in any legal defence. This may include any association by **Us** with **You** or the **Driver** in defence of a claim reasonably likely to involve **Us**.

Proof of loss

You or a **Driver** must submit to **Us**, within 60 days after **We** request, a signed, sworn proof of loss which documents, to the best of **Your** or their knowledge and belief:

- the time, cause and full circumstances of loss;
- interest of the insured and all others in the **Vehicle**, property or possessions involved and all liens on the **Vehicle**, property or possessions;
- other insurance which may cover the loss;
- changes in title or occupancy of the property or possessions during the term of the **Policy**;
- specifications and repair or replacement estimates for any damaged **Vehicle**, property or possessions

Failure to provide proof of loss within 60 days may reduce any claim settlement or result in any loss not being covered under **Your Policy**.

Policy exclusions

This part of *Your Policy* details exclusions which apply to each and every part of this *Policy*. Please note that these *Policy* Exclusions apply in addition to the Exclusions stated in each cover part of *Your Policy*.

Intentional acts

We do not cover any loss, damages, *Bodily Injury* or *Property Damage* arising out of an act intended by *You*, a *Driver* or by a person directed by *You* or a *Driver* to cause physical damage to the *Vehicle* or *Covered Vehicle*, *Bodily Injury* or *Property Damage*, even if the injury or damage is of a different degree or type than actually intended or expected. An intentional act is one whose consequences could have been foreseen by a reasonable person.

Non-Permissive Use

We do not cover any person who uses a *Vehicle* or *Covered Vehicle* without permission from *You*.

Employer's Liability

We do not cover liability for the death or injury of any employee arising out of or in the course of his/her employment by anyone in respect of whom cover is provided under *Your Policy*, if that liability is provided under an employer's liability insurance issued to comply with employer's liability legislation.

Loss of value

We do not cover any loss of value of the *Vehicle* or *Covered Vehicle*.

Vehicles used for a fee

We do not cover any loss or damages arising out of the ownership or operation of a *Vehicle* or *Covered Vehicle* while it is being used to carry people or property for a fee. Nor do *We* cover *Your Vehicle(s)* shown on *Your Policy Schedule* for self drive hire. This exclusion does not apply to a sharing agreement.

Non-insured Motorcycle

We do not cover any person for loss or damages arising out of the ownership, maintenance or use of any vehicle with less than four wheels. This exclusion does not apply to motorcycles shown in *Your Policy Schedule* and for which a valid Certificate of Insurance or temporary certificate of insurance has been issued.

Competitive Racing

Unless stated otherwise, **We** do not cover any loss or damages to a **Vehicle** or **Covered Vehicle**, nor do **We** cover any person for damages arising out of the participation in, or instruction, practice or preparation for competitive racing, rallies, trials, pace-making or speed testing in any prearranged or organised racing or speed contest, or organised event (including but not limited to the Gumball Rally, Cannonball Run or Supercar Run) or any on track use including disused Airfields or Derestricted Toll Roads. Derestricted Toll Roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended (including but not limited to the Nurburgring). However, **We** do cover:

- events organised to encourage road safety;
- parading;
- treasure hunts, provided there is no reward for the competitors' driving performance and the hunt is not timed
- Regulation Vintage or Classic car rallies.

Vehicle-Related Jobs

We do not cover any person while employed or otherwise engaged in the business of selling, repairing, servicing, storing, parking, testing or delivering vehicles. This exclusion does not apply to the ownership, maintenance or use of any **Vehicle** or **Covered Vehicle** shown in **Your Policy Schedule** and for which a valid Certificate of Insurance or temporary certificate of insurance has been issued.

Confiscation

We do not cover any loss or damages caused by the confiscation, destruction, or seizure of property by any government or public authority.

Sanctions

No cover is provided and **We** shall not be liable to make any payment or provide any benefit under this **Policy** to the extent that any applicable economic or trade sanctions (including without limitation, those imposed by the European Union, United Kingdom, or United States of America) prohibit **Us** or **Our** parent company from doing so.

Acts of War

We do not cover any damages caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

Nuclear or Radiation Hazard

We do not cover any damages caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused, but **We** do insure ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

Sonic bangs

We do not cover any damages caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Vehicles Airside

We do not cover any loss or damages whilst a **Vehicle** or **Covered Vehicle** is on any part of an aerodrome, airport, airfield or military base provided for:

- the take off or landing of aircraft and for the movement or storage of aircraft on the surface;
- aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas

Exceeding the Agreed Mileage

If the miles driven by a **Vehicle** or a **Covered Vehicle** exceed the **Agreed Mileage** shown in **Your Policy Schedule**, *We* reserve the right not to cover any loss or damages.

Theft

We do not cover any loss or damages caused by theft or attempted theft if:

- a **Vehicle** or a **Covered Vehicle** is left unlocked where locks have been fitted;
- the windows of a **Vehicle** or **Covered Vehicle** are left open where windows are fitted;
- the keys are left in or on a **Vehicle** or a **Covered Vehicle**;

whilst a **Vehicle** or a **Covered Vehicle** is left unattended or unoccupied at the time of a covered loss.

Deception

We do not cover any loss or damages to a **Vehicle** or a **Covered Vehicle** caused by deception.

Use and driving

We do not cover any loss or damages if a **Vehicle** or a **Covered Vehicle** is:

- used for a purpose which is not shown on **Your** Certificate of Insurance;
- driven by or in the care of someone who is not a **Driver**;
- driven by someone who does not have a valid licence;
- driven by someone who does not meet the conditions of their licence, except as required by road traffic laws,

but *We* do cover a **Vehicle** or a **Covered Vehicle** whilst in the care of a garage or similar motor trade organisation for service or repair, or a hotel or restaurant for the purpose of parking. *We* also cover the **Vehicle** whilst driven by a prospective buyer provided that **You** have notified **Us** or **Your** insurance broker that **You** wish to sell the **Vehicle** and **You** accompany the prospective buyer at all times whilst they are test driving the **Vehicle**.

Comprehensive Vehicle Cover

Comprehensive Vehicle Cover means **Vehicle** Physical Damage Cover and **Vehicle** Third Party Liability Cover.

Vehicle Physical Damage Cover

This part of **Your Policy** together with **Your Policy Schedule** and Certificate of Insurance forms **Your Vehicle** Physical Damage Cover. **Vehicle** Physical Damage Cover provides cover for all risks of physical loss to **Your Vehicle** occurring anywhere within the **British Isles**, whilst in transit by rail, water, sea, land (not under the **Vehicle's** own power) or air to or from the **British Isles** and the Republic of Ireland, unless stated otherwise in **Your Policy** or an exclusion applies.

How We Will Pay Your Claim

Amount of cover

The amount of cover for each **Vehicle** is shown in **Your Policy Schedule**.

Agreed Value means the amount of cover for **Your Vehicle** shown in **Your Policy Schedule**.

Extended reinstatement value cover

However if

the cost of reinstating **Your Vehicle** shown in **Your Policy Schedule** exceeds the sum insured shown in **Your Policy Schedule** for **Your Vehicle** which is the subject of the claim; and

Your Vehicle shown in **Your Policy Schedule** is more than 20 years old;

We will pay an additional amount of up to 25% of the sum insured for **Your Vehicle** or an additional maximum of €100,000 whichever is the lesser amount, if required to reinstate **Your Vehicle** to the same condition immediately prior to the covered loss. In this event **Our** payments will be made only upon presentation of reinstatement invoices agreed by **Us** for **Your Vehicle**. In no event will **We** provide any cash payments.

Deductible

The **Excess** shown in **Your Policy Schedule** applies to each and every covered loss unless stated otherwise.

If a covered loss involves two or more **Vehicles** covered under this **Policy**, in the same **Occurrence**, the highest **Excess** will apply once to the loss.

If a covered loss involves both:

- a **Vehicle** covered under this part of **Your Policy**; and
- **Contents** covered under any part of this **Policy** or any other Chubb **Policy**; and an **Excess** would apply to both losses in the same **Occurrence**, the highest **Excess** will apply once to the loss.

Your Excess will not apply if **Your Vehicle** is:

- a Total Loss;
- locked in **Your Declared Garaging Address** at the time of the covered theft or attempted theft loss;
- in the care of a garage or similar motor trade organisation for servicing, restoration or repair; or
- in the care of a hotel or restaurant valet service for the purpose of parking

Payment basis

For a covered loss to a **Vehicle**, **We** will pay as follows:

Total loss

If the **Vehicle** is stolen or totally destroyed, **We** will pay up to the amount of cover shown in **Your Policy Schedule**. However, **We** will reduce **Our** payment by any amount paid for a previous loss to that **Vehicle** if the damage was not repaired.

A **Vehicle** is considered totally destroyed when the salvage value plus the repair cost (labour and parts of like kind and quality without deduction for depreciation necessary to repair the **Vehicle**) is equal to or greater than the amount of cover for the **Vehicle** as shown in **Your Policy Schedule**. The salvage value will be determined by **Us** in accordance with the ABI Code of Practice for the Disposal of Motor **Vehicle** Salvage. When **We** pay for a Total loss, the salvage becomes **Our** property. Provided legislation and the ABI Code of Practice for the Disposal of Motor **Vehicle** Salvage allows, **You** have the option to keep the salvage of **Your Vehicle**. **Your** Total loss settlement will be reduced by the salvage value of **Your Vehicle**.

A **Vehicle** is considered stolen when the entire **Vehicle** is stolen and not recovered within 30 days. If a stolen **Vehicle** is recovered, **We** may return it to **You** at the address shown in **Your Policy Schedule**. If **We** return a stolen **Vehicle**, **We** will pay for any covered damage resulting from the theft.

When **We** pay for a Total loss, **We** will deduct from the amount payable to **You** any amount required to be paid to discharge any outstanding finance agreement associated with the **Vehicle**.

Partial loss for Vehicles resulting Diminution in Value

If the **Vehicle** is partially damaged, **We** will pay the amount required to repair or replace, whichever is less, the damaged part(s), up to the amount of cover for each **Occurrence**. **We** will make deductions for depreciation and normal wear and tear, when applicable.

We may replace the damaged part(s) with suitable parts or accessories which are not supplied by the original manufacturers.

We will not be liable for any betterment which improves the **Vehicle** beyond its condition before the covered loss occurred. **We** have access to a panel of expert repairers who provide a fast and efficient repair service. However, should **You** wish to use **Your** own nominated repairer, **You** may do so.

No repairs can commence without **Our** prior approval.

However, if because of the repair following a covered partial loss the **Agreed Value** of the **Vehicle** is less than it was before the covered partial loss, **We** will pay for diminution in value. The maximum amount **We** will pay is up to 20% of the sum insured for that **Vehicle**, or the cost of the repair following the covered partial loss, or €500,000, whichever is less. This Payment basis is subject to the **Vehicle** having been professionally valued or purchased within the 24 months prior to the covered partial loss

Covers

These covers are included in **Your Vehicle** Physical Damage Cover and are in addition to the sum insured for **Your Vehicle** unless stated otherwise in **Your Policy** or an exclusion applies. If **Vehicle** Physical Damage Cover applies to any **Vehicle** named in **Your Policy Schedule**, the same **Excess** also applies to the Covers unless stated otherwise.

Glass cover

We provide window and sunroof glass replacement in the event of a covered loss to a **Vehicle**. A **Excess** of €100 applies to this cover. If the window and/or sunroof is repaired, there is no **Excess**.

Document Protection Cover and Diminution in Value

We will pay the lesser of up to either 5% of the **Vehicle** sum insured or €50,000 for a reduction in the **Agreed Value** of the **Vehicle** following a covered loss of or damage to **Motor Vehicle Documents**.

This cover is subject to the **Vehicle** having been professionally valued or purchased within the 24 months prior to the covered loss of or damage to **Motor Vehicle Documents**.

We will also pay up to €5,000 for the costs to replace or repair **Motor Vehicle Documents** lost or damaged in a covered loss.

Motor Vehicle Documents means the following documents related to a **Vehicle** listed on **Your Policy Schedule**:

Ministry of Transport test certificate(s), registered keeper log book(s), vehicle maintenance and service history, paper tax discs, certificate of authenticity, photographs, bills of sale, or owner manuals.

Event cancellation

We will pay **You** up to a total of €5,000 per **Policy Period** for irrecoverable **Costs and Expenses** **You** have incurred or are directly responsible for if **You** are unable to attend an **Organised Event** as a direct result of a covered loss to a **Vehicle** listed in **Your Policy Schedule** that **You** had planned to exhibit or display at an **Organised Event**.

Costs and Expenses means charges and fees paid to exhibit or display a **Vehicle** listed in **Your Policy Schedule** at an **Organised Event**.

Organised Event means an event where cars are displayed, exhibited or available for purchase, that is not organised by **You**, a **Family Member** or a **Covered Person**.

Track Cover

The Name of Insured, as shown on the Certificate of Motor Insurance, may use a **Covered Vehicle** no more than 3 times in any single **Policy Period** on a race track or circuit in Great Britain, Northern Ireland, the Isle of Man and the islands of Guernsey, Jersey and Alderney, provided that there is no involvement in racing, pacemaking, or being in any contest, speed trial, or any rigorous reliability testing on **Your Vehicle**.

In the event of a claim under the Vehicle Physical Damage Cover part of the Comprehensive Vehicle Cover section of **Your Policy** arising from that use, We will deduct 10% of the **Covered Vehicle** value shown on **Your Policy Schedule** from the amount that **We** will pay.

If **Your Covered Vehicle** is considered to be a total loss arising from that use, and **You** wish to retain the salvage, the 10% deduction will not apply, but **We** will deduct 30% of the **Agreed Value** of the **Covered Vehicle** (**Agreed Value** immediately prior to an incident resulting in the total loss of **Your Covered Vehicle**) from the amount that **We** pay **You** for the claim.

In addition to the **Policy** exclusions, the following additional exclusions apply to this cover :

Any diminution in value of **Your Vehicle** as a result of any covered loss whilst **Your Vehicle** is being driven on a race track or circuit,

The cost of towing **Your Vehicle** from any grass areas, gravel traps, or off track area,

Any loss or damage caused as a result of towing, craning or recovery of **Your Vehicle**, or;

The cost of recovery of **Your Vehicle** to a repairer

Lock replacement

If the key(s) to **Your Vehicle**, ignition, alarm, immobiliser, steering lock or garage door opener is lost or stolen, **We** will pay the cost of replacing the locks. There is no **Excess** for this cover.

Permanent sound and visual equipment

In the event of a covered loss, **We** cover sound reproducing, receiving, and transmitting equipment that is permanently installed or is removable from a housing unit permanently installed in a **Vehicle**. This includes radios, tape players, citizen band radios, compact disc players, DVD or video players, permanently installed car telephones, scanning monitors, televisions, vehicle global positioning systems and any other similar equipment, including their accessories and antennas. This equipment must be:

- designed to be solely operated by use of the power from the electrical system of the **Vehicle**; and
- in or on the **Vehicle** at the time of the loss

These payments do not increase the amount of cover for **Your Vehicle**.

Loss of use expenses

We provide the following reasonable additional expenses **You** incur as a result of the covered loss:

- Emergency transportation expenses up to a maximum of €100
- Meals, lodging and telephone expenses if **You** are more than 50 miles from **Your** nearest residence up to a maximum of €250

There is no **Excess** for this cover.

Personal effects

We will pay up to €1,000 for **Contents** in or on **Your Vehicle** if they are lost or damaged due to an accident, fire, theft or attempted theft. But **We** do not provide this cover if the claim is a covered loss under any other Chubb policy.

Vehicle accessories and spare parts

We will pay up to €5,000 for **Your Vehicle's tools**, accessories and spare parts which are fitted into or onto the **Vehicle** or which are kept at **Your** residence shown in **Your Policy Schedule**.

Travelling abroad

Your Certificate of Insurance should provide sufficient evidence that the laws of the compulsory insurance of motor vehicles within the **Territorial Limits** are complied with, however, there is no cover provided in those countries outside of the **Territorial Limits**.

Reward

We will pay up to a maximum of €10,000 to any person or organisation for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss.

The following are not eligible to receive this reward payment : **You**, a **Family Member**, or the Police.

Exclusions

In addition to the **Policy** Exclusions, the following Exclusions apply to this cover part of **Your Policy**. The words caused by mean any loss or damage that is contributed to, made worse by, or in any way results from that peril.

Computer error

We do not cover any loss or damage caused by an error in computer programming or instructions to the computer.

Breakdown

We do not cover any loss or damage caused by wear and tear, freezing, mechanical or electrical breakdown or road damage to tyres.

Portable sound equipment

We do not cover any loss or damage to sound reproduction, receiving or transmitting equipment unless it is permanently installed or removable from a housing unit permanently installed in the **Vehicle**. This includes radios, tape players, citizen band radios, compact disc players, scanning monitors, televisions, vehicle global positioning systems and any other similar equipment designed for sound reproduction, receiving, or transmitting, including their accessories and antennas.

False report

We do not cover loss arising from a false report of a Car jacking and road rage Occurrence by You, a Family Member, Your chauffeur or any person acting on behalf of You, a Family Member or Your chauffeur whether acting alone or in collusion with others.

Persons known

Under Car jacking and road rage cover, *We* do not cover any loss by a person known to You, a Family Member or Your chauffeur.

Rest and recuperation expenses

Under Car jacking and road rage cover, *We* do not cover any rest or recuperation expenses when prescribed by a Physician, Psychologist or other authorised mental health professional who is related to You, a Family Member or Your chauffeur.

Document Protection Cover and Diminution in Value

We do not cover any loss or damage to Motor Vehicle Documents caused by:

- fading, creasing, denting, thinning, colour transfer, dampness, or temperature extremes;
- handling or being worked on.

Vehicle Third Party Liability Cover

Vehicle Third Party Liability Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This part of **Your Policy**, together with **Your Policy Schedule** and Certificate of Insurance and **Insurance Disc** forms **Your Vehicle** Third Party Liability Cover. It provides **You** with Liability Cover from a vehicle accident occurring anywhere within the **Territorial Limits**, unless stated otherwise in **Your Policy** or an exclusion applies.

How We Will Pay Your Claim

The sum insured for **Vehicle** Third Party Liability for **Property Damage** and Defence Costs is shown in **Your Policy Schedule**. There is an unlimited sum insured for **Vehicle** Third Party Liability for **Bodily Injury**, unless stated otherwise. **We** will pay for **Damages** subject to the applicable sum insured, from any one **Occurrence**, regardless of how many claims, **Vehicles**, or people are involved in the **Occurrence**.

Damages and Defence Cover

We cover **Damages** a **Covered Person** is legally obligated to pay for **Bodily Injury**, **Property Damage** or Defence Costs up to the amount shown in **Your Policy Schedule** for any one **Occurrence**, arising from the ownership, maintenance, or use of a **Covered Vehicle** which takes place anytime during the **Policy Period** within the **Territorial Limits** and are caused by an **Occurrence** unless stated otherwise or an exclusion applies.

We will defend a **Covered Person** against any legal action seeking **Damages** for **Bodily Injury** or **Property Damage**.

We will provide this defence at **Our** own expense, with counsel of our choice, even if the legal action is groundless, false or fraudulent.

We may investigate, negotiate, and settle any such claim or suit at **Our** discretion. As part of our investigation, defence negotiation, or settlement **We** will pay:

- all expenses incurred by **Us**;
- all costs taxed against a **Covered Person**;
- all interest accruing after a judgement is entered in a suit **We** defend on only that part of the judgement **We** are responsible for paying. **We** will not pay interest accruing after **We** have paid the judgement;
- all earnings lost by each **Covered Person** at our request, up to €350 a day, to a total of €15,000;
- other reasonable expenses incurred by a **Covered Person** at our request; and
- the cost of all bail bonds required of a **Covered Person** because of a covered loss

In jurisdictions where **We** may be prevented by local law from carrying out this cover, **We** will pay only those defence expenses that **We** agree in writing to pay and that are incurred by expenses that **We** agree in writing to pay and that are incurred by **You**.

Covers

These covers are included in **Your Vehicle** Third Party Liability Cover and are in addition to **Damages** and Defence Cover unless stated otherwise in **Your Policy** or an exclusion applies.

Emergency treatment

We will reimburse any **Covered Person** using any **Vehicle** which is shown in **Your Policy Schedule** for payment made under the Road Traffic Act for Emergency treatment.

Medical Expenses

We will pay the necessary **Medical Expenses**, up to a total of €750 for each **Covered Person**, Expenses for **Medical Expenses** incurred or medically ascertained within three years of an accident.

But the expenses must be for **Bodily Injury** to:

- any **Covered Person** while occupying a **Covered Vehicle**, or any other vehicle operated lawfully by **You** or a **Family Member**;
- **You** or a **Family Member** while occupying or struck by a motor vehicle or trailer

However, **We** do not cover any person for **Medical Expenses** for **Bodily Injury** sustained while occupying any **Vehicle** having less than four wheels.

Rental vehicle cover

We cover, as a **Covered Vehicle**, any motor **Vehicle You** or a **Family Member**, over the age of 21, rent for up to 90 days anywhere in the **Territorial Limits** when used with the owner's permission. **We** cover **Damages** a **Covered Person** is legally obligated to pay to the rental company for **Bodily Injury** or **Property Damage** arising from the maintenance or use of the rented motor vehicle which takes place anytime during the **Policy Period** and are caused by an **Occurrence** unless stated otherwise or an exclusion applies.

Property Damage

We cover **Property Damage** arising out of the use by a **Covered Person** of a **Covered Vehicle** not owned by **You** or a **Family Member**.

Temporary vehicle substitute

If any **Vehicle** which is shown in **Your Policy Schedule** is out of normal use because of its breakdown, repair, vehicle servicing, loss or destruction, **We** cover any **Vehicle You** do not own while being used as a temporary substitute for that **Vehicle**, up to the **Market Value** of that substitute **Vehicle**. **We** do not cover temporary substitute vehicles being used for any purpose other than replacing that **Vehicle** shown in **Your Policy Schedule** whilst it is out of normal use.

Market Value means the cost to replace a **Vehicle** with one of the same make, model, specification, mileage, age and condition immediately prior to the covered loss.

Travelling abroad

Your Certificate of Insurance should provide sufficient evidence that the laws of the compulsory insurance of motor vehicles within the **Territorial Limits** are complied with, however, there is no cover provided in those countries outside the **Territorial Limits**.

Spain - bail bond

In the event of an accident in Spain which may be the subject of a claim under this **Policy** and **You**, or any person driving with **Your** permission are detained, or the **Covered Vehicle** is impounded by the authorities and a guarantee or monetary deposit is required for their release, **We** will provide the guarantee or deposit.

Personal accident cover

We will pay **You** or a **Family Member**, or in the event of death the estate, €50,000 (or less for a minor if limited by law) for **Bodily Injury** to a **Covered Person** caused whilst travelling in or getting into or out of any private vehicle provided that the injury is the sole cause of:

- death;
- total loss of limb;
- irrecoverable loss of all sight in one or both eyes or permanent total disablement. **We** must be notified as soon as possible from the date of the **Occurrence**

We do not cover any loss under Personal accident cover caused directly or indirectly while the **Covered Person** driving the **Covered Vehicle** is in a state of insanity or intoxication. **Intoxication** means having a blood alcohol level exceeding the prescribed limit as decreed by the Road Traffic Act or local jurisdiction, or under the influence of any illegal substance.

If **You** or a **Family Member** hold any other personal accident cover under a Chubb **Policy**, then payment will only be made under one insurance **Policy**. However, payment will be made under the **Policy** which gives **You** the greatest benefit.

Exclusions

In addition to the **Policy** Exclusions, the following Exclusions apply to this cover part of **Your Policy**. The words caused by mean any loss or damage that is contributed to, made worse by, or in any way results from that peril.

Owned Property

We do not cover any person for damages to property owned or being transported by that person.

Other Property

We do not cover any person for damages to property rented to, used by, or in the care of that person. This exclusion does not apply to a residence or private garage; or to private vehicles, vans, or trailers not owned by, furnished to, or available for the regular use of **You** or a **Family Member**.

Terrorism

Notwithstanding any provision to the contrary within **Your Policy** or any **Endorsement** thereto **We** do not cover any loss or damages, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Except in so far as is necessary to comply with the Road Traffic Act.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with an organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

We also exclude loss, damages, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

European Motor Assistance Cover

European Motor Assistance Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This cover part is administered by ARAG: ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20, a company registered in Republic of Ireland number 639625. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

Rescue services are provided by Call Assist Limited, specialists in providing **Vehicle** breakdown assistance throughout the UK and Europe. Call Assist Limited is registered in England and Wales with company number 3668383. Their registered office at Axis Court, North Station road, Colchester, Essex, CO1 1UX.

This cover part is insured by ARAG Insurance Company Limited - a branch of ARAG Allgemeine Versicherungs-AG. ARAG Legal Protection Limited is a coverholder of the insurer ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

ARAG Insurance Company Limited's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other company's proportion or in respect of any other section of this policy.

This part of **Your Policy** provides motor Breakdown and accident assistance within the British Isles and the Territorial Limits unless stated otherwise in **Your Policy** or an exclusion applies.

Definitions

The following words used in this cover part have the meaning defined here.

Breakdown means:

- an electrical or mechanical failure, lack of fuel, flat battery or puncture or
 - damage caused by a collision or act of vandalism
- which immobilises the **Covered Vehicle** or makes it unsafe to drive.

Call Assist means Call Assist Limited, the service provider under this cover part.

Covered Person means any permitted user legally entitled to drive in accordance with the Certificate of Insurance.

Covered Vehicle means **Covered Vehicles** including an attached caravan/trailer which is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length.

Insurer means ARAG Insurance Company Limited - a Branch of ARAG Allgemeine Versicherungs-AG.

Recovery Operator means the independent technician Call Assist appoints to attend the Breakdown.

Suitable Garage means a qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken.

Services provided

If a **Covered Vehicle** suffers a Breakdown within the **Territorial Limits** and during the **Policy Period**, Call Assist will rescue the **Covered Person** as described in this cover part. The Insurer will pay costs incurred.

Cover within the Republic of Ireland and Northern Ireland

Roadside assistance, home start and recovery

Call Assist will send help to the scene of the Breakdown (including at **Your Home**) and the Insurer will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside or recover the **Covered Vehicle**.

If, in the opinion of Call Assist's recovery operator, it is not possible to repair the **Covered Vehicle** at the roadside within one hour:

- a) Call Assist will arrange for the **Covered Vehicle, Covered Person** and up to 7 passengers to be recovered to the nearest Suitable Garage able to undertake the repair, or
- b) if the above is not possible at the time or the repair cannot be made within the same working day Call Assist will arrange for the **Covered Vehicle, Covered Person** and up to 7 passengers to be transported to **Your Home** or if the **Covered Person** would prefer and it is closer, the **Covered Person's** original destination within the United Kingdom.

The Insurer will pay the reasonable cost of assistance provided that the recovery is made at the same time as the initial call-out otherwise the **Covered Person** will have to pay for subsequent call-out charges.

If the **Covered Vehicle** requires recovery, the **Covered Person** must immediately inform Call Assist of the address the **Covered Person** would like the **Covered Vehicle** taken to. Once the **Covered Vehicle** has been delivered to that address, the **Covered Vehicle** will be left at the **Covered Person's** own risk.

Alternative travel

If the **Covered Vehicle** cannot be repaired locally on the same day or within a period agreed between the **Covered Person** and Call Assist and is at least 20 miles away from **Your Home** or if the **Covered Vehicle** is stolen; to allow the **Covered Person** to complete the **Covered Person's** original journey, the Insurer will pay:

- a) up to €250 towards the cost of alternative transport or
- b) for the use of a hire vehicle up to 1600cc

whilst the **Covered Vehicle** remains unroadworthy. The Insurer will pay up to €150 towards the costs of alternative transport for one person to return and collect the repaired **Covered Vehicle**.

Emergency overnight accommodation

Where alternative travel (described above) would have been available to the **Covered Person**, but it is more practical or cost effective to provide emergency accommodation for a single night, the Insurer will pay up to €150 for a lone traveller or €75 per person towards the cost of overnight accommodation including breakfast for the **Covered Person** and up to 7 passengers whilst the **Covered Vehicle** is being repaired. The Insurer will not pay more than €500 for each claim under Emergency overnight accommodation.

Conditions of service for covers Alternative travel and Emergency overnight accommodation above

The **Covered Vehicle** must be repaired at the nearest Suitable Garage to the Breakdown location.

Where available these services will be offered on a pay/claim basis, which means that the **Covered Person** must pay initially and the Insurer will reimburse the **Covered Person** when we are in receipt of a valid invoice/receipt. Before arranging these services, authorisation must be obtained from Call Assist.

Misfuelling

If the **Covered Vehicle's** fuel tank is filled with the incorrect type of fuel, it may be necessary to carry out a drain and flush of the **Covered Vehicle's** fuel tank at the roadside if possible or at a Suitable Garage where this is not possible.

Occasionally misfuelling a **Covered Vehicle** can cause extensive damage which a fuel drain and flush will not rectify. If the **Covered Person** prefers for the fuel drain and flush to be carried out by the **Covered Person's** preferred repairer, Call Assist will arrange for the **Covered Vehicle**, the **Covered Person** and up to 7 passengers to be recovered to a repairer of the **Covered Person's** choice within 10 miles of the Breakdown. The **Covered Person** must pay initially and the Insurer will reimburse the **Covered Person** when we are in receipt of a valid invoice/receipt. The most the Insurer will pay is the cost of 10 litres of correct fuel and not more than €250 in total for each claim under Misfuelling.

Message service

At the **Covered Person's** request Call Assist can pass on two messages to the **Covered Person's** home address or place of work to let others know of the Breakdown.

Home assist

Your Covered Vehicle will be covered at **Your Home** or within a one mile radius of **Your Home**. If **Your Covered Vehicle** cannot be repaired at **Your Home**, Call Assist will arrange for the **Covered Person** and **Your Covered Vehicle** to be recovered to the nearest Suitable Garage. The recovery must take place at the same time as the initial call-out.

Keys

If the **Covered Person** locks their **Covered Vehicle** keys within the **Covered Vehicle** and are unable to obtain a spare set on the same day, the Insurer will pay the call-out fee for a recovery operator who will attempt to retrieve the key where this is possible.

If Call Assist is unable to retrieve **Your** key it is often possible to provide a replacement key at the scene. The **Covered Person** will have to pay for the replacement key.

If it is not possible to retrieve a locked-in key or if the **Covered Person** has lost or broken their key and are unable to obtain a replacement key at the scene; if the **Covered Person** is away from home the Insurer will pay the mileage charges to a place where **Your Covered Vehicle** can be stored securely, or **Your** Home if it is nearer.

Cover outside of the Republic of Ireland and Northern Ireland

Roadside assistance

Call Assist will send help to the scene of the **Covered Vehicle** Breakdown within the **Territorial Limits** (other than the Republic of Ireland and Northern Ireland) and the Insurer will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside if this is possible within one hour. Due to differing national standards and infrastructures abroad, assistance may take longer to arrive.

Recovery

If, in the opinion of Call Assist, they are unable to repair the **Covered Vehicle** within 60 minutes at the roadside we will arrange and pay for the **Covered Vehicle**, the **Covered Person** and up to 7 passengers to be recovered to the nearest Suitable Garage able to undertake the repair.

Shipping of spare parts

Where it is efficient and cost-effective to do so, the Insurer will pay up to €150 towards the cost of shipping of spare parts to the Suitable Garage. The **Covered Person** will be responsible for the cost of the spare parts and we will only organise shipping once the **Covered Person** has confirmed the spare parts have been paid for.

Alternative travel abroad

If **Your Covered Vehicle** cannot be repaired locally on the same day or within a period agreed between the **Covered Person** and our operator or if the **Covered Vehicle** is stolen, the Insurer will pay:

- a) up to €500 towards the cost of alternative transport or
- b) for the use of a hire vehicle up to 1600cc

whilst the **Covered Vehicle** remains unroadworthy. The Insurer will pay up to €200 towards of alternative transport for two people to return and collect the repaired **Covered Vehicle**.

Emergency overnight accommodation abroad

Where alternative travel (described above) would have been available to the **Covered Person**, but it is more practical or cost effective to provide emergency accommodation for a single night, the Insurer will pay up to €150 for a lone traveller or €75 per person towards the cost of overnight accommodation including breakfast for the **Covered Person** and up to 7 passengers whilst the **Covered Vehicle** is being repaired. The Insurer will not pay more than €1,000 for each claim under Emergency overnight accommodation under this section.

Repatriation service

If the **Covered Vehicle** cannot be repaired within 48 hours of the original Breakdown or by the **Covered Person's** intended return, whichever is due to occur later, we will arrange and pay for the **Covered Vehicle**, the **Covered Person** and up to 7 passengers to be transported either to **Your** Home, or if the **Covered Person** would prefer and it is closer, the **Covered Person's** original destination within the **Territorial Limits**.

We will need to know details of the **Covered Person's** itinerary and if requested proof of both the **Covered Person's** outbound and inbound travel dates must be provided to validate the **Covered Person's** claim.

Conditions of service for covers Shipping of spare parts and Alternative travel abroad above

The **Covered Vehicle** must be repaired at the nearest Suitable Garage to the Breakdown location.

Where available these services will be offered on a pay/claim basis, which means that the **Covered Person** must pay initially and the Insurer will reimburse the **Covered Person** when we are in receipt of a valid invoice/receipt. Before arranging these services, authorisation must be obtained from Call Assist.

At all times please ensure the **Covered Person** carries their driving licence and registration document (logbook) with them during their journey. Due to local regulations and customs, the **Covered Person** may be required to provide copies of their driving licence or registration document. The **Covered Person** will be held liable for any costs incurred if copies of their driving licence or registration document are not immediately available.

Conditions

Responsibilities of the Covered Person

The **Covered Person** must remain with or nearby the **Covered Vehicle** until help arrives.

If the **Covered Vehicle** cannot be repaired at the roadside, the Covered person must accept the assistance being provided:

- if the **Covered Vehicle** is recovered to a Suitable Garage, and it can be repaired the **Covered Person** must have adequate funds to pay for the repair including replacement parts immediately,
- where a repair is not possible the same working day and it becomes necessary to make alternative transport arrangements the **Covered Person** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately

If the **Covered Person** does not have funds available, any further assistance will be denied.

Repairs undertaken at the Recovery Operator's premises are provided under a separate contract, which is between the **Covered Person** and the Recovery Operator.

If the **Covered Vehicle** is beyond economical repair we have the right to offer the market value of the **Covered Vehicle** to the **Covered Person** and pay for alternative transport home or if the **Covered Person** would prefer and it is closer to the **Covered Person's** intended destination.

Call Assist reserves the right to recover the immobilised **Covered Vehicle** in accordance with and subject to any legislation, which affects drivers' working hours.

Our rights

If the **Covered Person** cancels a call out and a Recovery Operator has already been dispatched, **You** will lose a call out from **Your** policy.

If a **Covered Person** uses the service and the claim and/or fault is subsequently found not to be covered by this **Policy**, the Insurer reserves the right to reclaim any costs that have been incurred from **You**.

The transportation of pets and livestock (including dogs) will be at the discretion of the Recovery Operator.

Exclusions

In addition to the **Policy** Exclusions, the following exclusions apply to this cover part of **Your Policy**. The cost of

- any parts, components or materials used to repair the **Covered Vehicle**
- labour other than labour at the scene of the Breakdown or a claim for Misfuelling
- additional charges incurred as a result of any aftermarket modification to the **Covered Vehicle**
- vehicle storage, expenses or charges of any other company (including police recovery) not authorised by Call Assist, or where a **Covered Person** arranges for recovery or repairs by other means
- fuel, oil or insurance for a hire vehicle

Service if **You** already owe Call Assist money.

Failure by the **Covered Person** to comply with requests of Call Assist or their Recovery Operators concerning the assistance being provided.

Subsequent call outs for any symptoms related to a claim which has been made within the last 28 days, unless the **Covered Vehicle** has been fully repaired at a Suitable Garage, declared fit to drive by Call Assist's recovery operator or is in transit to a pre-booked appointment at a Suitable Garage.

Breakdown caused by failure to maintain the **Covered Vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.

More than six call outs in the same **Policy Period**.

Specialist equipment, additional manpower and/or recovery vehicles or a recovery further than 10 miles from the scene of the Breakdown; if the **Covered Vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.

The **Covered Vehicle** being used for rallies, racing, rental, hire, public hire, private hire, courier services or any contest or practice for any of these activities.

The cost of recovery from a European motorway exceeding €150.

For European cover only, any trip which was planned to or subsequently finishes outside the **Policy Period**.

Costs incurred in addition to a standard call-out where service cannot be undertaken at the roadside because the **Covered Vehicle** is not carrying a serviceable spare wheel, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels.

Assistance following any intentional or wilful damage caused by the **Covered Person** to the **Covered Vehicle**.

Claims caused by overloading of the **Covered Vehicle** or carrying more passengers than it is designed to carry.

Damage to the **Covered Vehicle** or its **Contents** whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided.

Chubb Classic Car Policy

Assistance where the **Covered Vehicle** is

- not secure or has faults with electric windows, sun roofs or locks, unless the fault occurs during the course of a journey and safety is compromised,
- is deemed to be illegal, not displaying a current tax disc, without a valid mot certificate, uninsured, or dangerous to transport.

A request for assistance following any intentional or wilful damage caused by a **Covered Person** to the **Covered Vehicle**.

Repatriation back to the UK within 48 hours of a Breakdown occurring outside of the UK, Isle of Man and Channel Islands regardless of ferry or tunnel bookings for the homebound journey or pre arranged appointments the **Covered Person** or their passengers have in the UK.

Repatriation back to the UK if the **Covered Vehicle** can be repaired but the **Covered Person** does not have adequate funds for the repair.

Motor Legal Expenses Cover

Motor Legal Expenses Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This Motor Legal Expense cover is arranged by ARAG Legal Protection Limited on behalf of the **Insurer**, ARAG Insurance Company Limited.

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

ARAG Legal Protection Limited is a coverholder of the **Insurer** ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

What is Covered

- The **Insurer** agrees to provide the insurance in this part of **Your Policy**, keeping to the terms, conditions and exclusions as long as:
 - the **Date of Occurrence** of the **Insured Incident** happens during the **Policy Period** and within the **Territorial Limits**; and
 - any legal proceedings will be dealt with by a court or other body which **We** agree to in the **Territorial Limits**; and
 - in civil claims it is always more likely than not an **Insured Person** will recover damages (or other legal remedy) or make a successful defence.
- If a **Representative** is appointed by **Us**, the **Insurer** will pay the **Legal Costs** for **Insured Incidents** under your policy.
- For **Insured Incidents** involving the death of or injury to an **Insured Person** the **Insurer** will pay the application fee required by the **Personal Injuries Assessment Board (PIAB)**.
- For all **Insured Incidents** **We** will help in appealing or defending an appeal provided that the **Insured Person** tells **Us** that he or she wants **Us** to appeal within the statutory time limits allowed. Before the **Insurer** pays any **Legal Costs** for appeals, **We** must agree that it is more likely than not that the appeal will succeed.
- The most the **Insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause, is €150,000.

Definitions

The following words used in this cover part have the meaning defined here. Throughout this cover part of the **Policy**, defined terms will be capitalised, in italics when used.

Date of Occurrence means

- For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the ***Date of Occurrence*** is the date of the first of these events. (This is the date the event happened, which may be before the date ***You*** or an ***Insured Person*** first became aware of it.)
- For motoring offences, the date of the motor offence an ***Insured Person*** is alleged to have committed. If there is more than one offence arising at different times, the ***Date of Occurrence*** is the date an ***Insured Person*** began, or is alleged to have begun, to break the law.

Insured Incidents means

- Accident Loss Recovery and Personal Injury
- Motor Legal Defence
- Motor Contract Disputes

Insured Person(s) means ***You***, and any passenger or driver who is in or on the ***Covered Vehicle*** with ***Your*** permission. Anyone claiming under this policy must have ***Your*** agreement to claim.

Insurer means ARAG Insurance Company Limited - a Branch of ARAG Allgemeine Versicherungs-AG.

Legal Costs means all reasonable and necessary costs charged by the ***Representative*** on a party/party basis. Also the costs incurred by opponents in civil cases if an ***Insured Person*** has to pay them or pays them with ***Our*** agreement.

Personal Injuries Assessment Board (PIAB) means an independent state body which assesses personal injury compensation.

Representative means the lawyer, or other suitably qualified person, who has been appointed by ***Us*** to act for an ***Insured Person*** in accordance with the terms of this policy.

Territorial Limits means

For Insured Incident 1 Accident Loss Recovery and Personal Injury

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey.

For Insured Incidents 2 Motor Legal Defence and 3 Motor Contract Disputes, the Republic of Ireland.

Uninsured Losses means losses which an ***Insured Person*** has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance policy issued with this policy.

We, Us, Our means ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the ***Insurer***, ARAG Insurance Company Limited.

Insured Incidents

Accident loss recovery and personal injury

Legal Costs incurred to recover **Uninsured Losses** after an event which:

- causes damage to the **Covered Vehicle** or to personal property in it; or
- injures or kills an **Insured Person** while he or she is in or on the **Covered Vehicle** ; or
- injures or kills **You** while **You** are driving another motor car or motor cycle; or
- injures or kills **You** or any member of **Your** family (who always live with **You**) as a passenger in a motor vehicle, a cyclist or a pedestrian.

Motor Legal Defence

Legal Costs incurred to defend an **Insured Person's** legal rights if they are prosecuted for an offence connected with the use or driving of an **Covered Vehicle**.

Motor Contract Disputes

Legal Costs incurred in respect of a dispute arising from an agreement which **You** have for buying, selling, hiring or insuring an **Covered Vehicle** or its spare parts or accessories or the service, repair or testing of an **Covered Vehicle** .

Provided that:

- **You** must have entered into the agreement during the **Policy Period**, and
- the amount in dispute must be more than €150

Exclusions

In addition to the **Policy** Exclusions, the following Exclusions apply to this cover part of **Your Policy**. The Insurer shall not be liable for:

- Legal Costs and Expenses incurred prior to Lawshield's written acceptance of a claim or which Lawshield have not agreed in advance;
- claims where there are no Prospects of Success. Lawshield will continue to assess whether Prospects of Success exist throughout the claim and if at any time Lawshield consider the **Covered Person's** claim no longer has Prospects of Success and/or an alternative course of action is appropriate and/or under the terms and conditions of the policy the claim is not admissible, then Lawshield will inform the **Covered Person** in writing of that decision and the reason behind it. Having informed the **Covered Person** of this, and subject to the policy conditions, Lawshield may withdraw further cover for Legal Costs and Expenses.
- claims where Lawshield consider that a reasonable estimate of the Legal Costs and Expenses is greater than the amount in dispute other than in relation to uninsured loss recovery claims.
- claims arising from any deliberate or criminal act or omission by the **Covered Person**;
- claims relating to motor prosecution defence;
- Legal costs and expenses, fines or other penalties which the **Covered Person** is ordered to pay by a Court of Criminal Justice;
- incidents involving a **Covered Vehicle** which at the time of the Insured Incident, does not have a valid test certificate where appropriate or is not in a road-worthy condition or where the **Covered Person** was not in possession of a valid driving licence;
- motor vehicles used by or on behalf of the **Covered Person** for racing, rallies, competitions or trials of any kind;
- claims arising from the **Covered Vehicle** not being used in accordance with the terms and conditions of **Your Policy**
- claims arising from driving under the influence of alcohol or drugs;
- Legal Costs and Expenses if Lawshield are not told about the claim within 180 days of the event which caused it;
- claims arising from an Insured Incident that occurs outside the **Territorial Limits** except enforcement of a judgement obtained from a court within the **Territorial Limits** with Lawshield's prior approval against a defendant who resides outside the jurisdiction of the court making the order;
- Legal Costs and Expenses which are covered under a more specific insurance or if a claim has been refused by another insurance company

The Insurer will not pay any compensation for being off work, or travelling expenses incurred by the **Covered Person**. The Insurer will not pay any Legal Costs and Expenses incurred by the **Covered Person** if they withdraw from legal proceedings without prior agreement. The Insurer will not pay any Legal Costs and Expenses where fixed recoverable costs have already been recovered by the Solicitor.

The Insurer shall not be liable for any claim directly or indirectly caused by, or contributed to, or arising from:

War

- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

Terrorism

- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Radiation

- Any direct or indirect consequence of:
- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

Electronic Data

- Any consequence, howsoever caused, including but not limited to Computer Virus, of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
- For the purposes of this section of cover, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
- For the purposes of this section of cover, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Sanctions

The Insurer will not provide cover, pay any claim or provide any benefit if doing so would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Conditions

Fraud

You and the **Covered Person** must not act in a fraudulent way. If **You** or the **Covered Person** or anyone acting for **You**:

- makes a statement to the Insurer, Lawshield or anyone acting on their behalf, knowing the statement to be false;
- sends the Insurer, Lawshield or anyone acting on their behalf a document, knowing the document to be forged or false;
- makes a claim under this cover part of the **Policy**, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **You** or the **Covered Person** caused deliberately or with **Your** knowledge; or
- If **You** or the **Covered Person's** claim is in any way dishonest or exaggerated,

the Insurer will not pay any benefit under this section of cover or return any premium to **You** and the Insurer may cancel this section of cover immediately and backdate the cancellation to the date of the fraudulent claim. The Insurer may also take legal action against **You** or the **Covered Person** and inform the appropriate authorities.

In addition to the **Policy** Conditions, the following Conditions apply to this cover part of **Your Policy**.

Responsibilities of the Covered Person

- Compliance by **Covered Person** with the terms and conditions of this cover part is a condition precedent to cover.
- Valid coverage under this **Policy** for the **Covered Person** and **Covered Vehicle** must exist at the time of the Insured Incident in order for coverage under this cover part to apply and the premium for this cover part must have been paid in full.
- The **Covered Person** must tell Lawshield in writing as soon as possible when a claim or possible claim happens.
- The **Covered Person** must give Lawshield any information and evidence that Lawshield need (the **Covered Person** will have to pay any costs involved in this). The **Covered Person** must not do anything to affect their case.
- The **Covered Person** must tell Lawshield about any other legal expense insurance they have which may cover the same loss
- The **Covered Person** must co-operate fully with Lawshield, the Claims Adjuster or the Solicitor.

Choice of Solicitor

- Before legal proceedings are issued Lawshield will appoint a Solicitor from their panel to act on behalf of the **Covered Person** to prosecute, defend or settle any claim Lawshield accept under the terms of this cover part of the **Policy**.
- If legal proceedings need to be issued, the **Covered Person** does not have to accept the Solicitor Lawshield have chosen. The **Covered Person** must notify Lawshield in writing of the full name and address of a Solicitor who they want to act for them.
- In choosing their Solicitor, the **Covered Person** must try and keep the cost of any legal proceedings as low as possible.

- If the **Covered Person** cannot agree a suitable solicitor with Lawshield, the **Covered Person** can refer their choice of Solicitor to arbitration in line with the conditions of this cover part of the **Policy**. If there is a dispute about the choice of Solicitor, Lawshield will appoint a Solicitor to act on behalf of the **Covered Person** to protect their interests whilst arbitration takes place.
- If the Insurer is insuring two or more people for one claim, the **Covered Person** may choose Solicitors. The **Covered Person** must send the Solicitors name and address to Lawshield before Lawshield agree to pay any Legal Costs and Expenses.
- Before Lawshield accept the **Covered Person's** choice of a Solicitor, or if the **Covered Person** fails to choose a Solicitor, Lawshield will be entitled to instruct a Solicitor on their behalf.

Representation

- Lawshield shall have the right through Claims Adjusters or Solicitors to take over and carry out in the name of the **Covered Person**, the defence or handling of the claim and Lawshield will have complete control over how legal proceedings are carried out.
- Legal Costs and Expenses payable are to be in no way affected by any agreement, undertaking or promise made or given by the **Covered Person** to the Solicitor, witness expert or any Claims Adjuster.
- Lawshield shall have direct access to the Solicitor at all times and the **Covered Person** must keep Lawshield fully informed of all material developments during their claim. If Lawshield ask the **Covered Person** must instruct the Solicitor to produce to Lawshield any documents, information or advice in their possession and the **Covered Person** must give the Solicitor any other instructions relating to the conduct of their claim as Lawshield may require.
- Lawshield's written consent must be obtained prior to:
 - i. The instruction of Counsel to appear before a Court (or tribunal) before which a Solicitor has a right of audience;
 - ii. The instruction of Queen's Counsel;
 - iii. The incurring of unusual experts fees or unusual disbursements;
 - iv. The making of an Appeal
- If for any reason the Solicitor refuses to continue to act for the **Covered Person** or if the **Covered Person** withdraws their claim from the Solicitor, the Insurer will not pay any further Legal Costs and Expenses unless Lawshield agree to the appointment of an alternative Solicitor in accordance with the terms and conditions of this cover part of the **Policy**. The Insurer will not pay any additional Legal Costs and Expenses arising solely as a result of the appointment of a new Solicitor.
- If the **Covered Person** unreasonably withdraws from a claim without the prior agreement of Lawshield, then the Legal Costs and Expenses will become the responsibility of the **Covered Person** and the Insurer will be entitled to be reimbursed by the **Covered Person** for any costs paid or incurred during the course of the claim. This includes any Legal Costs and Expenses that Lawshield consider the **Covered Person** is obliged to pay solely because the **Covered Person** withdrew from the claim.
- The Insurer does not cover Legal Costs and Expenses for an Appeal unless Lawshield are notified in writing by the **Covered Person** no later than six working days before the time for making an Appeal expires and Lawshield consider that there are Prospects of Success of such an Appeal succeeding.

Part 36 Offers

- The **Covered Person** or the Solicitor must inform Lawshield immediately in writing of any Part 36 offer under the Civil Procedure Rules made with a view to settling the claim. No agreement is to be made to settle the claim on the basis of both sides paying their own costs without Lawshield's prior approval.

- If the **Covered Person** or the Solicitor fail to tell Lawshield of any Part 36 offer, then the **Covered Person** will be responsible to the Insurer for an amount equal to the detriment the Insurer has suffered as a result of the **Covered Persons** failure to comply with this obligation, and Lawshield may deduct this amount from any payment made under this cover part of the **Policy**.
- If the **Covered Person** does not accept a Part 36 offer and the **Covered Person** does not subsequently achieve a higher award of compensation then the Insurer will not pay any further Legal Costs and Expenses or opponent's costs unless Lawshield were notified of the Part 36 offer and agreed to continue the proceedings.
- Lawshield will not unreasonably withhold agreement to continue proceedings however Lawshield will have the right to ask the **Covered Person** to instruct the Solicitor to obtain counsel's opinion on the merits of the claim, defence, any Part 36 offer made by an opponent or proposed by the **Covered Person**, or whether there are grounds for continuing the proceedings before Lawshield agree to continue with the **Covered Person's** claim.

Costs and Recovery

- At Lawshield's request, the **Covered Person** must instruct the Solicitor to have the Legal Costs and Expenses taxed, assessed or audited by the relevant authority.
- The **Covered Person** must take all reasonable steps to recover Legal Costs and Expenses payable under this part of **Your Policy** from their opponent and pay any recovered Legal Costs and Expenses to the Insurer.
- Lawshield can take proceedings in the name of the **Covered Person** (at the Insurers expense and for the Insurers benefit) to recover from anyone else, any payment the Insurer has made under this cover part of the **Policy**.

Arbitration

- If there is a dispute between the **Covered Person** and Lawshield over the presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings then at the written request of the **Covered Person** the dispute will be referred to an arbitrator, who shall be a solicitor or Counsel that the **Covered Person** and Lawshield agree on. If there is no agreement on the choice of arbitrator one will be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their dispute as required by the arbitrator whose decision will be final and binding. All costs of resolving the dispute shall be met in full by the party against whom the decision is made, or as decided by the arbitrator.
- If there is a disagreement over the amount the Insurer owes the **Covered Person**, Lawshield will pass the matter to an arbitrator who both the **Covered Person** and Lawshield agree to. When this happens, the arbitrator must make a decision before the **Covered Person** can start proceedings against the Insurer.

Contribution

When any other motor legal expenses insurance applies to an Insured Incident, this cover part shall apply as excess to any such other available motor legal expenses insurance..

Financial Services Compensation Scheme (FSCS)

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

Lawshield UK Limited Privacy Notice

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

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

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

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

Why do we process your data?

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

What information do we collect about you?

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

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

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

Alternatively, you can write to us at:

Compliance Department
Lawshield UK Limited, 1210 Centre Park Square
Centre Park, Warrington, WA1 1RU

AmTrust Europe Limited Privacy Notice

Data protection

AmTrust Europe Limited (the Data Controller) are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which we process your personal data, for more information please visit our website at www.amtrusteurope.com.

How we use your personal data and who we share it with

We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from us or which we feel may interest you. We will also use your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.

Disclosure of your personal data

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

International transfers of data

We may transfer your personal data to destinations outside the European Economic Area (“EEA”). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

Your rights

You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning our use of your personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

Expert insurers of your most valued possessions.

Chubb. Insured.SM

Chubb European Group SE trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised by the Autorité de contrôle prudentiel et de résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules. Registered in Ireland No. 904967 at 5 George's Dock, Dublin 1.

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662.