



Insurance by smart

» first cover motor insurance policy



Customer Service

If you have any queries on your policy, or wish to make any amendments to it, please call Customer Services on:

0345 605 6508

Motor Insurance Claims Assistance

Claims Assistance provides a range of benefits and services designed to minimise your inconvenience in the event of a claim.

If you need to make a claim, call:

0344 4933 232

and explain what has happened.

For our joint protection telephone calls may be recorded and/or monitored.

Please note that your cover is only valid for 7 days from the start date. At the expiry of your 7 day policy you have the option to take advantage of our annual motor insurance policy, if you wish to do this you would be required to pay an annual premium.

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The contract of insurance

This policy is a contract of insurance between **you** and **us**. **You** enter into a contract with **us** when **you** agree to take out the policy on the terms and conditions **we** have offered. It is your responsibility to ensure that all persons insured are aware of the terms of this policy.

The following elements form the contract of insurance; please read them and keep them safe:

- policy booklet.
- information contained on your Statement of Demands and Needs document as issued by **us** and in your application form.
- schedule.
- any **clauses** endorsed on this policy, as set out in your schedule.
- **certificate of motor insurance**.
- the information under the heading 'Important notes relating to your cover' which **we** provide to **you** when **you** take out or renew your policy.

We will provide the cover shown in your schedule under the terms and conditions of this policy booklet during the **period of insurance**. Any changes agreed during the **period of insurance** will be treated as a continuation of the contract of insurance.

Our provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

Choice of law

The law of England and Wales will apply to this contract unless:

1. **you** and **the insurer** agree otherwise; or
2. at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your policy.

Please tell **us** immediately if there are any changes to the information set out in the Statement of Demands and Needs, **certificate of motor insurance** or on your schedule.

You must also tell **us** about the following changes:

- a change to the people insured, or to be insured.
- motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- criminal convictions for any of the people insured, or to be insured.
- a change of vehicle.
- any vehicle modifications.
- any change affecting ownership of the vehicle.
- any change in the way that the vehicle is used.

If **you** are in any doubt, please contact **us**.

When **you** inform **us** of a change, **we** will tell **you** if this affects your policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel your policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change the compulsory **excess**, or
- the extent of the cover may be affected.

Your cancellation rights

There are no statutory cancellation rights under this policy.

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact 0345 605 6508 between 8.30am and 6pm Monday to Friday and between 9am and 2pm on Saturday, or write to Mercedes-Benz Insurance Services UK Limited, Tongwell, Milton Keynes MK15 8BA.

Definitions

To save lengthy repetition, wherever the following words or phrases appear in **bold** in this policy, they will have the following meanings unless otherwise shown for any policy section:

Accessories

Additional or supplementary parts of **your car** not directly related to its function as a vehicle. These will include radios and other in-car entertainment, communication equipment and car telephones all of which, however, must form an integral part of the vehicle. Mobile phones which operate independently through their own battery pack are not **accessories** within this definition. Where **your car** is a motor caravan the term shall also include fixtures, fittings, furniture and furnishings.

Certificate of motor insurance

A document that **you** must have as proof that **you** have the motor insurance necessary to comply with the law. This includes your 7 days motor insurance cover note. It shows who can drive **your car**, what purposes it can be used for and whether **you** are permitted to drive other cars. The certificate does not, however, indicate the full policy cover and for this **you** need to refer to the policy booklet. Wherever the expression **certificate of motor insurance** is used in this contract, it means the certificate which, from time to time, is that in force and not one which **we** have withdrawn or which has ceased to be valid.

Clause

Changes in the terms of your policy. These are shown in your **policy schedule**.

Excess

The amount of any claim **you** will have to pay if **your car** is lost, stolen or damaged.

Fire

Fire, Lightning and explosion.

Green Card

A document required by certain non-EU countries to provide proof that **you** have the minimum insurance cover required by law to drive in that country.

Hazardous locations

- Power stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic

industries

- Ministry of Defence premises
- Military bases
- Rail trackside
- Any other rail property to which the public do not have lawful access

High category hazardous goods

Any substance within the following United Nations Hazard Classes:

- 1: Explosives
- 5.2: Organic peroxides
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials

Ignition keys

Any key, device or code used to secure, gain access to, and enable **your car** to be started and driven.

Market value

The cost of replacing **your car** with one of the same make, model, specification and condition.

Period of insurance

The period of time covered by this policy as shown in the **policy schedule** and any further period for which **we** agree to insure **you**.

Policy Schedule

Details of **you, your car** and the insurance protection provided to **you**.

RAC

RAC, PO Box 700, Bristol BS99 1RB.

Road Traffic Acts

Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, the Czech Republic, Croatia, Cyprus, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

Terrorism

1. Any act or acts including but not limited to:
 - a) the use or threat of force and/or violence; and/or
 - b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.
2. Any action taken in controlling, preventing, suppressing or in any way relating to 1. above.

The insured/you/policyholder

The person or persons described as **the insured** in the **policy schedule**.

The insurer/we/us/the company

Aviva Insurance Limited, except where otherwise shown for any part of this policy.

Theft

Theft or attempted **theft**.

Your car

Any motor vehicle described in your **policy schedule** and any other motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that motor vehicle which has been delivered to **you** in accordance with the **Road Traffic Acts** and remains effective. Any motor vehicle loaned to **you** or a permitted driver shown on your **certificate of motor insurance** by a supplier **we** have nominated following a claim under the policy (applicable to Comprehensive cover only). Any motor vehicle loaned to **you** or a permitted driver shown on your **certificate of motor insurance** by a garage, motor engineer or vehicle repairer while the motor vehicle described in your **policy schedule** is being either serviced, repaired or having an MOT test (applicable to Comprehensive cover only).

Your spouse/domestic partner

The partner or husband or wife or civil partner of the **policyholder** living at the same address as the **policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

Cover for your Vehicle

Section 1

Loss of or damage to your car

If **your car** is lost, stolen or damaged, **we** may, at our option, either:

- pay for **your car** to be repaired; or
- replace **your car**; or
- pay in cash the amount of the loss or damage.

The same cover also applies to **accessories** and spare parts relating to **your car** while these are in or on **your car** or while in your private garage. **We** will, however, pay for loss or damage to **your car's** audio equipment, which is away from **your car** or private garage, if such equipment has been designed to be removable or partly removable, cannot function independently of **your car** and has been temporarily removed for purposes of security or maintenance.

The maximum amount **we** will pay will be the **market value** of **your car** but not exceeding your estimate of value shown in our records.

If, to our knowledge, **your car** is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to **us**.

If **your car** is disabled through loss or damage insured under this policy **we** will pay:

- the reasonable cost of protection and removal to the nearest repairers; or
- the reasonable cost of delivery to **you** after repair but not exceeding the reasonable cost of transporting **your car** to your address in the British Isles; or
- a hire car of up to 1600cc for 24 hours subject to the hirer's terms and conditions. This free period of cover must commence within 48 hours after **your car** was damaged and excludes fuel cost, parking fees or fines; or
- overnight accommodation for the passengers and driver up to a maximum of £150 in total. This does not include, however, the cost of providing meals or drinks; or
- a refund of the cost of public transport for the driver and up to four passengers to reach the end of their journey subject to a maximum of £150. **You** will need to produce receipts in order to claim for this. If **your car** is stolen and not recovered arrangements will be made to provide alternative transport up to a total value of £150 in order to complete the journey.

New car replacement

We will replace **your car** with a new car of the same make and specification (if one is available in the UK) if within 12 months of **you** or **your spouse/domestic partner** buying the car from new:

- any repair cost or damage covered by the policy exceeds 60% of its United Kingdom list price (including VAT) at the time of purchase; or
- your car** is stolen and not recovered.

Replacement is subject to:

- your car** being owned by **you** or **your spouse/domestic partner** or having been purchased by either of **you** under a hire purchase agreement (any car the subject of any type of leasing or contract hire agreement is not eligible for replacement).
- the agreement of any interested hire purchase company.
- you** or **your spouse/domestic partner** being the first registered owner of **your car**.

UK Accident Recovery

If **your car** is not safe to drive after an accident, phone **us** and **we** will arrange for someone to come out and help **you** (transport for **you** and your passengers home or for the completion of your journey).

If **your car** cannot be made roadworthy within a reasonable time, **we** will take it to an approved repairer. **We** can take **your car** to a repairer of your choice if it is nearer, but this may lead to delays in arranging for repairs to **your car**.

Our employees and contractors will use reasonable care and skill when providing the accident recovery service. However, they can cancel services or refuse to provide them if, in their opinion, **your** demands are excessive, unreasonable or not practical.

Excesses

Standard excess

You will be responsible for the first part of any loss or damage as shown in (a) below.

If **your car** is being driven by, or is in the charge of any one of the following, other **excesses** noted below apply in addition to the standard **excess** and any other compulsory **excesses** shown in your **policy schedule**:

	Excess
(a) standard excess	£250
(b) a driver under 21 years old	£300
(c) a driver of 21 or over but under 25	£200
(d) a driver of 25 or over who holds a provisional licence to drive the vehicle, or has held for less than one year a full UK or E.C. licence to drive the vehicle	£150

If **you** are only claiming for replacement locks, for loss of or damage to the glass in **your car's** windscreen, sunroof or windows, or for any scratching of the bodywork arising solely from the breakage of glass, the **excesses** under a, b, c and d on the previous page will not apply. **You** will, however, have to pay the first £75 of the cost of glass replacement. This **excess** for glass:

- will not apply when the glass is repaired rather than replaced;
- overrides any other general **excess** that would otherwise apply to glass claims.

Excess Waiver

Where **your car** has comprehensive cover and the driver of **your car** is involved in an accident caused by an uninsured motorist, **we** will refund the amount of any **excess** which has been paid.

You must provide **us** with:

- vehicle registration and the make/model of the other vehicle, and
- the other vehicle's driver's details.

This promise only applies where the driver of **your car** was not at fault for the accident.

Exceptions to Section 1 of your policy

Your policy does not cover the following:

1. Loss of use, wear and tear, depreciation, damage which happens gradually, mechanical, electrical, electronic, computer failures or breakdowns or breakages.
2. Loss or damage arising from **theft** whilst the **ignition keys** of **your car** have been left in or on the car.
3. Damage to tyres by braking or by punctures, cuts or bursts.
4. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
5. Loss of value following repair.
6. Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

Liability to third parties

Section 2

Your liability

We will insure **you** for all amounts which **you** may have to pay as a result of **you** being legally liable for:

- a) a person's death or injury;
- b) damage to their property up to a maximum amount of £20,000,000 in respect of any one claim or number of claims arising out of one cause as a result of an accident caused by:
 - **your car**;
 - any other car driven by **you** in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man which does not belong to **you** or is not hired to **you** under a hire purchase agreement, provided that your **certificate of motor insurance** indicates that **you** can drive such vehicle;
 - any trailer while it is being towed by **your car**.

The amount payable under Section 2 for damage to property is limited to £1,200,000, or such greater sum as may be required to meet the minimum insurance requirements of the **Road Traffic Acts** while **your** car is:

- (i) carrying any **high category hazardous goods**.
- (ii) being used or driven at any **hazardous locations** other than in an area designated for access or parking by the general public.

In respect of **terrorism**, where **we** are obliged by the **Road Traffic Acts** to provide insurance, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by **your car** or cars driven or used by **you** or any other person and for which cover is provided under this section will be:

- i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
- ii) such greater sum as may be required to meet the minimum insurance requirements of the **Road Traffic Acts**.

Liability of other persons driving or using your car

On the same basis that **we** insure **you** under this section, **we** will also insure the following persons:

- any person **you** give permission to drive **your car** provided that your **certificate of motor insurance** allows that person to drive.
- any person **you** give permission to use (but not drive) **your car**, but only whilst using it for social, domestic and pleasure purposes.
- any passenger travelling or getting into or out of **your car**.
- the employer or business partner of the person using any car for which cover is provided under this section while the car is being used for business purposes permitted under the policy, except that **we** shall not be liable where:
 - the vehicle belongs to or is hired by such employer or business partner.
 - **the insured** is a corporate body or firm.

Legal personal representatives

In the event of the death of anyone who is insured under this section, **we** will protect his/her legal personal representatives against any liability of the deceased person if that liability is insured under this section.

Legal costs

We will pay:

- the fees of legal representatives **we** instruct to represent anyone **we** insure under this section at a coroner's inquest or fatal accident inquiry or to defend any proceedings in a court of summary jurisdiction;
- fees for legal representatives **we** instruct to defend anyone **we** insure under this section when proceedings are taken for causing death by dangerous or careless driving.

We will only pay these legal costs if they relate to an incident which is covered under this section.

Exceptions to Section 2 of your policy

The cover under this section will not apply:

1. If any person insured under this section fails to observe the terms exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy.
2. To death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the **Road Traffic Acts**.
3. In respect of loss of or damage to property belonging to or in the care of anyone **we** insure who claims under this section.
4. In respect of damage to any car where cover in connection with the use or driving of that car is provided by this section.
5. To any loss, damage, injury or death occurring whilst **your car** is being used in that part of an aerodrome or airport provided for the takeoff or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the **Road Traffic Acts**.

6. To any consequence whatsoever resulting directly or indirectly from or in connection with **terrorism** regardless of any other contributory cause or event, except to the extent that **we** are obliged by the **Road Traffic Acts** to provide insurance, to any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with the any of the following, whether or not contributed to by any other cause or event:

- i) **Terrorism** is defined as any act or acts including, but not limited to:
- the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.
- ii) Any action taken in controlling, preventing, suppressing or in any way relating to above.

In respect of exception 6. above where **we** are obliged by the **Road Traffic Acts** to provide insurance, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **you** or any other person and for which cover is provided under this section will be:

- £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
- such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the **Road Traffic Acts**.

7. Loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered under the **Road Traffic Acts**.

For the purposes of this Exclusion pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.

Additional covers

Section 3

'Personal Accident' injury to you or to your spouse/domestic partner

If **you** or **your spouse/domestic partner** suffer accidental bodily injury in direct connection with **your car** or while getting into, out of or travelling in any other private car, not belonging to **you** or hired to **you** under a hire purchase agreement, **we** will pay to the injured person, the limit shown in your **policy schedule** if, within three months of the accident, the injury is the sole cause of:

- death.
- irrecoverable loss of sight in one or both eyes.
- loss of any limb.

The most **we** will pay any one person after any accident is £10,000.

The most **we** will pay any one person during any one **period of insurance** is £20,000.

If **you** or **your spouse/domestic partner** have any other policies with **us** in respect of any other car or cars the injured person will only be able to obtain compensation for their injuries under one policy.

Exceptions to Section 3 of your policy

This personal accident insurance does not cover:

1. Corporate bodies or firms;
2. Death or bodily injury arising from suicide or attempted suicide.

Medical expenses

Section 4

If **you** or any other occupant of **your car** is injured as a direct result of **your car** being involved in an accident, **we** will pay for the medical expenses in connection with such injury up to the sum of £500 in respect of each person injured.

Exceptions to Section 4 of your policy

Any physiotherapy treatment.

Personal belongings and child seat cover

Section 5

Personal belongings

We will pay **you** (or, at your request, the owner) for the value of loss of or damage caused to personal belongings by **fire, theft** or an accident while the belongings are in or on **your car**.

The maximum amount payable for any one incident is £500 subject to **you** making a claim under Section 1 of your policy.

Child seat cover

If **you** have a child seat fitted in **your car** and **your car** is involved in an accident or damaged following **fire** or **theft** **we** will contribute up to £100 per child seat towards the cost of a replacement even if there is no apparent damage, subject to **you** making a claim under Section 1 of your policy.

Exceptions to Section 6 of your policy

We will not pay for loss of or damage to the following:

1. Money, stamps, tickets, documents or securities (such as share and premium bond certificates);
2. Goods or samples carried in connection with any trade or business.

Additional Covers

Section 6

Payments made under compulsory insurance regulations and rights of recovery

If the law of any country in which this policy operates requires **us** to settle a claim which, if this law had not existed **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

Emergency treatment

Section 7

We will reimburse any person using any vehicle which is covered under this policy for payments made under the **Road Traffic Acts** for emergency treatment.

A payment made under this section will not prejudice your No Claim Discount.

No Claim Discount

Section 8

No Claim Discount is not earned under a policy issued for less than 12 months.

Uninsured Driver Promise

Section 9

If the driver of **your car** is involved in an accident caused by an uninsured motorist, **we** will agree to allow the No Claim Discount, even when **we** are unable to make a recovery, subject to **you** being able to provide:

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

This promise only applies where the driver of **your car** was not at fault for the accident.

Glass in windscreen, sunroof or window

Section 10

Any payment solely for repair or replacement of glass in the windscreen, sunroof or windows of **your car** (or any scratching of bodywork arising directly and solely from the glass breakage) will not prejudice your No Claim Discount.

Courtesy Car

Section 11

After an accident covered by your policy, and if **your car** is repaired by an approved repairer, a small 1L, 3 door car will be provided whilst **your car** is repaired.

If **your car** cannot be repaired or has been stolen, **we** will arrange for a standard hire car for the duration of the **period of insurance** or up until your settlement cheque is received (whichever is the earliest).

Continental use/compulsory insurance requirements

Section 12

In compliance with EU Directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union.
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 8 (1) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

In addition to this minimum cover, the policy provides the cover shown in the **policy schedule** in any country in the **territorial limits**, subject to:

- **your car** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- use of **your car** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding the **period of insurance**.

Cover includes:

- transit by sea, air or rail in or between countries within the **territorial limits**.
- reimbursement of any customs duty **you** may have to pay after temporarily importing **your car** into any country within the **territorial limits**, subject to your liability arising as a direct result of a claim covered under this policy.
- general average contributions, salvage charges and sue and labour charges whilst **your car** is being transported by sea between any countries within the **territorial limits**, provided that **your car** is covered for loss or damage under this policy.

Replacement locks

Section 13

If the **ignition keys** or lock transmitter of **your car** is lost or stolen **we** will pay for the cost of replacing:

- the door locks and/or boot lock;
- the ignition/steering lock;
- the lock transmitter and central locking interface.

Provided that **you** can establish to our satisfaction that the identity or garaging address of **your car** is known to any person who may have stolen or found your keys or transmitter.

Your No Claim Discount will not be affected and no **excess** is applicable when making a claim under this section.

Legal Assistance

Section 14

The following information relates to Section 14 only and cover is included with **Your** First Cover Motor Insurance Policy.

This section of the Policy is administered by Auxillis Limited which is authorised and regulated by the Financial Conduct Authority (FCA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR.

Managed on behalf of AmTrust Europe Limited by Arc Legal Assistance Ltd, authorised and regulated by the Financial Conduct Authority. Arc Legal Assistance Ltd's Firm Reference Number is 305958. The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk

Definitions applicable to Section 14 only

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

Appointed Agents means Auxillis Limited which will act on behalf of Arc Legal Assistance Limited who manage this section of the **Policy** for the **Underwriter** in connection with this section of the **Policy** and its administration and may monitor and record calls for the purposes of training and the prevention of crime and will, where the context so admits, include its subsidiary and associated companies including any holding companies of them.

Appointed Legal Representative means the solicitor or other appropriately qualified person or entity that **We** approve, appointed under the terms and conditions of this section of the **Policy** to act for **the Insured** Person.

Claim means a civil claim for damages for **Uninsured Loss** or personal injury arising out of an **Insured Incident**;

Costs means **Opponents Costs**, **Own Costs** and **Own Disbursements**.

Insured Incident means the incident, or the first of a series of incidents, which may lead to a **Claim** under this insurance. Only one **Insured Incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time. The incident must involve **Your Car**, an **Insured Person** and have occurred within the **Territorial Limits** applicable to section 14 and during the **Period of Insurance**.

Insurance by smart means the insurance intermediary who are authorised to sell this **Policy** to the **Policyholder** on **Our** behalf.

Insured Person in section 14 means **You** and any person authorised to drive **Your Car** under **Your First Cover Motor Insurance Policy**. Cover extends to any authorised passenger in or on **Your Car** who is claiming under this section of **Your First Cover Motor Insurance Policy** with **Your** consent, or **You** or their legal representative in the event of death.

Legal Proceedings means all work necessary regarding a **Claim** with the approval of the **Underwriters**, subject to the jurisdiction of courts within the United Kingdom, the Isle of Man or the Channel Islands. Appeals from such hearings are also included if **We** are notified by **the Insured** Person of their wish to appeal at least five working days before the deadline for giving notice of appeal expires and **Our** written consent is given. **We** must also consider the appeal to have **Prospects of Success**.

Limit of Indemnity this is the total amount of cover under this section of the **Policy** and means the maximum sum of £100,000 in relation to **Uninsured Loss** recovery & personal injury that the **Underwriters** will pay for any one **Claim** or in the aggregate of any one **Period of Insurance**, in respect of **Costs**, incurred in relation to the **Legal Proceedings** occurring in the **Period of Insurance**.

Motor Insurance Policy means the policy of insurance arranged through **Insurance by smart** and issued to **You** in compliance with the Road Traffic Act valid at the time of the **Insured Incident**.

Opponent's Costs means a **Third Party's** legal fees, disbursements and expenses which an **Insured** Person is ordered to pay by a court or which, with **Our** approval, an **Insured** Person:

1. agrees to pay;
2. becomes liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or
3. becomes liable to pay by discontinuing the **Claim** under Part 38 of the Civil Procedure Rules.

Own Costs means the reasonable and proportionate but irrecoverable costs incurred by the **Appointed Legal Representative** (and which in the case of civil proceedings) would be allowed on a detailed assessment of costs between parties on a standard basis which an **Insured Person** has to pay but excluding any percentage uplift applied to those costs under any conditional fee agreement or any fee charged based on a percentage of the damages **the Insured** Person recovers under a damages based agreement.

Own Disbursements means an **Insured Person's** liability for the following, reasonably and proportionally incurred, expenses:

1. DVLA search fees;
2. police accident report;
3. experts reports;
4. court fees;
5. witness expenses; and
6. such other fees required for the proper advancement of the **Claim** as **We** agree.

Period of Insurance means the period of **Your First Cover Motor Insurance Policy** which runs alongside this Legal Assistance **Policy** and does not exceed 7 days.

Policy in this context means section 14 of **Your First Cover Motor Insurance Policy**.

Policyholder means the person to whom this **First Cover Motor Insurance Policy** has been issued.

Prospects of Success means that an **Insured Person** has a 51% or better chance of receiving an award of compensation which (after taking into account the likely contribution to be received from a third party to an **Insured Person's Own Costs** and **Own Disbursements**) is more than the **Own Costs** and **Own Disbursements** of pursuing the **Claim** and which exceeds any settlement offers an **Insured Person** receives.

Territorial Limits in this section 14 means Great Britain, Northern Ireland, Isle of Man, Channel Islands, any other country which is a member of the European Union, Norway, Switzerland, Iceland, Andorra and Liechtenstein in relation to **Uninsured Loss** recovery and personal injury.

Third Party means the other person(s) and/or party(s) responsible for the **Insured Incident**, excluding an **Insured Person**;

Underwriters means AmTrust Europe Limited, managed on their behalf by Arc Legal Assistance Limited.

Uninsured Loss means any loss, including injury, compensation or expenses or costs that are directly caused by the **Insured Incident** which led to an **Insured Person's Claim**, unless specifically excluded in **Your First Cover Motor Insurance Policy**, and which are not covered by **Your** underlying **First Cover Motor Insurance Policy**.

We, Us, Our means Auxillis Limited or Arc Legal Assistance Limited acting on behalf of the **Underwriters**.

You, Your means the **Policyholder**.

Your Car has the same definition as that shown on page 8 of your **First Cover Motor Insurance Policy Wording**.

1. Cover

Uninsured Loss Recovery & Personal Injury

What is insured

You are covered for **Costs** to pursue an **Uninsured Loss** or personal injury claim arising from a road traffic accident whilst **You** are in, boarding or alighting **Your Car** against those whose negligence has caused **Your Uninsured Loss**.

If the **Claim** is going to be decided by a court in England or Wales and the personal injury damages **You** are claiming are above the small claims court limit, the **Appointed Legal Representative** must enter into a conditional fee agreement which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Claim** in full or in part.

What is not insured:-

Claims relating to;

- an agreement **You** have entered into with another person or organisation.
- stress, psychological or emotional injury unless it arises from **You** suffering physical injury.

2. Exclusions

The **Underwriters** will not cover the **Insured** Person in respect of:

1. **Own Costs, Own Disbursements** and **Opponent's Costs** incurred as a result of **Legal Proceedings** arising out of an **Insured Incident** which occurred outside the **Period of Insurance**.
2. Events which may give rise to a **Claim** which have not been reported to **Us** within 180 days of their occurrence.
3. **Own Costs** and **Own Disbursements** including costs of appeals which are incurred without **Our** written consent and agreement and in any event all such **Own Costs** and **Own Disbursements** incurred prior to notification of the relevant **Claim** to **Us**.
4. **Opponent's Costs**, expenses, fines, penalties or other payments **the Insured** Person is ordered to pay by a Court of criminal jurisdiction.
5. **Claims** arising out of the use of **Your Car** by **the Insured** Person for racing, rallies, trials or competitions of any kind.
6. **Claims** arising out of an **Insured Incident** caused by **the Insured** Person's deliberate act or omission.
7. **Claims** arising out of an **Insured Incident** that **We** find to **Our** satisfaction to be of a fraudulent nature, or where **the Insured** Person has deliberately or recklessly misled **Us** or the **Appointed Legal Representative** as to the circumstances of the accident.
8. Any **Claim** where, when in control of **Your Car**, **the Insured** Person did not have possession of both a valid driving licence and certificate of insurance.
9. Any **Claim** where **Your Car** was not in a roadworthy condition or did not have a valid MOT Certificate, or **You** did not procure valid vehicle tax where applicable.
10. The defence of any claim or legal proceedings made or brought against **the Insured** Person in relation to **Claims** for **Uninsured Loss** recovery & personal injury.
11. Any **Claim** or **Legal Proceedings** made, commenced or brought by **the Insured** Person outside of the **Territorial Limits** applicable to section 14.
12. **Claims** made between the **Policyholder** and **Insured Persons** or between other **Insured Persons**.
13. **Own Costs, Own Disbursements** and **Opponent's Costs** incurred in respect of a **Claim** where **Your** motor insurer cancels the **First Cover Motor Insurance Policy** or otherwise refuses to become involved in the **Insured Incident**.
14. **Claims** where **the Insured** Person:
 - (a) Takes action without first obtaining **Our** consent or;
 - (b) Causes delay or fails to respond to requests for assistance from **Us** or the **Appointed Legal Representative**.
15. **Claims** arising from:
 - (a) Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

- (b) Any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof.
- (c) Riot, civil commotion, war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or use of power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government.

- 16. Any **Claim** where **We** or the **Appointed Legal Representative** deem there are no **Prospects of Success**.
- 17. **Claims** for damage to any property or any related loss, expense or costs that are indirectly caused by the **Insured Incident** which led to a **Claim**.
- 18. Any **Claim** arising from the theft or attempted theft of **Your Car**.
- 19. Any undertaking **the Insured** Person gives to the **Appointed Legal Representative**, or which **the Insured** Person or the **Appointed Legal Representative** gives to any person about payment of fees or expenses unless **We** have given prior written authority.
- 20. Any costs or liability **You** incur or an **Insured Person** incurs for any services supplied to **You** or an **Insured Person**.

Helplines

By calling the numbers below **you** may obtain general advice about a number of legal, lifestyle, counselling and health and medical matters. The helplines are open 24 hours a day, 365 days a year.

Legal Helpline

You can use the helpline service to discuss any problem occurring under this section of the **Policy** within the United Kingdom, the Channel Islands and the Isle of Man. Simply telephone 0333 005 0349 and quote "AAML16".

Lifestyle Counselling Helpline

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists can provide advice, support and assistance that may help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing. Counsellors and information specialists are also trained to help **You** with practical problems like debt or legal matters. **You** can access the Lifestyle Counselling Helpline on 0344 770 1036 and quote "AAML16".

Health and Medical Information Service

This telephone service provides information on general health issues and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support. Simply telephone **0344 770 1036** and quote "AAML16".

3. Conditions

1. Compliance And Precautions

The Insured Person must comply with all of the terms and conditions of this section of **Your First Cover Motor Insurance Policy** and take all reasonable precautions to minimise **Own Costs, Own Disbursements** and **Opponent's Costs** and attempt to prevent any event, which may cause a **Claim** under this section of **Your First Cover Motor Insurance Policy**.

2. Reporting a Claim

You must promptly, and in any event within 180 days of it occurring, report to **Us** any incident which may give rise to a **Claim** under this section of the **First Cover Motor Insurance Policy** by telephoning the claims helpline on 0344 571 2717.

In each case **You** will need to confirm **You** are insured with **Insurance by smart** and provide **Your First Cover Motor Insurance Policy** number, **Your Car's** registration number, date of the incident giving rise to a **Claim** and any supporting details/information required to deal with the **Claim**. **The Insured** Person must complete any forms requested.

3. Acceptance of a Claim

Where **We** accept that a **Claim** has **Prospects of Success**, **We** will notify **the Insured** Person or **Insurance by smart** in writing as soon as practicable.

4. Proportionality

We will only pay **Own Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Own Costs** in excess of the amount that **You** are able to claim from **Your** opponent will not be covered.

5. Representation

- (a) **We** have the right to make investigations into every matter that is or might be an **Insured Incident**.
- (b) **We** have the right to negotiate and settle civil proceedings relating to the **Claim**, in the **Insured Person's** name, before an **Appointed Legal Representative** is instructed.
- (c) Where appropriate **We** will pass the **Claim** to an **Appointed Legal Representative** to be dealt with. They will be instructed in the name of the **Insured Person** and may negotiate and settle civil proceedings relating to the **Claim** on their behalf.
- (d) Except where **Legal Proceedings** need to be issued or undertaken or there is a conflict of interest, the **Appointed Legal Representative** will be chosen by **Us**. If the **Insured Person** wishes to appoint their own solicitor, **We** will only accept that appointment if the request is made in writing to **Us** at Arc Legal Assistance, The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE. **We** must be satisfied that the solicitor is able to deal with the case. The solicitor must, in the case of an **Uninsured Loss** recovery & personal injury claim, enter into a Conditional Fee Agreement which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Claim** in full or in part. In relation to all other **Claims**, they must sign **Our** Non- panel Solicitor Terms and Conditions and have a duty to minimise the costs of any **Claim** and/or **Legal Proceedings**. Once the chosen solicitor has been approved by **Us**, they will become the **Appointed Legal Representative** subject to the terms and conditions of this section of **Your First Cover Motor Insurance Policy**. **Your** right

to choose an **Appointed Legal Representative** will only commence when the need arises for proceedings to be issued. **You** must not change the **Appointed Legal Representative** without **Our** prior written consent. This condition is subject to any rights of the Insured under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable. Any dispute arising from the **Insured Person's** choice may be referred to arbitration as set out in Clause 14.

6. Control of the Claim

- (a) The **Insured Person** must co-operate fully with the **Appointed Legal Representative** and **Us** and in particular, the **Appointed Legal Representative** and **We** must be kept continually and promptly informed of all developments relating to the **Claim** of which the **Insured Person** is aware and must be provided immediately with all information, evidence and documents relating to the **Claim** in their possession.
- (b) The **Insured Person** must allow **Us** direct access to the **Appointed Legal Representative** at all times in relation to any **Claim**.
- (c) The **Insured Person** must instruct the **Appointed Legal Representative** to produce to **Us** immediately any documents, information or advice in their possession. The **Insured Person** must also give the **Appointed Legal Representative** such prompt, proper and reasonable instructions in relation to the **Claim** and the conduct of any litigation, as the **Underwriters** or **We** require. The **Insured Person** must not do anything that will prejudice the **Claim** or the **Legal Proceedings**.
- (d) The **Insured Person** should advise **Us** directly or through their **Appointed Legal Representative** immediately of all offers to settle or payments into court in respect of the **Claim**. No offer of settlement or negotiation can be made without **Our** agreement.
- (e) If the **Insured Person** does not accept the offer or payment into court and **We** and, where applicable, the **Appointed Legal Representative** consider that the outcome of the **Claim** will not be bettered **We** reserve the right to withdraw cover and will not be responsible for any further **Own Costs**, **Own Disbursements** and **Opponent's Costs** after the offer or payment into court was made.
- (f) **We** may discharge **Our** liabilities to the **Insured Person** under this section of **Your First Cover Motor Insurance Policy** by paying an amount equal to that claimed subject to the **Limit of Indemnity**.
- (g) The **Insured Person** shall take all reasonable steps to keep the costs of the **Claim**, any **Legal Proceedings** and **Own Costs**, **Own Disbursements** and **Opponent's Costs** to a minimum.
- (h) The **Insured Person** must send to **Us** directly or authorise the **Appointed Legal Representative** to send to **Us** all bills, orders or awards for **Own Costs**, **Own Disbursements** and **Opponent's Costs** immediately on receiving them and **We** have the right to have these submitted for assessment by the courts or certification by the Law Society.

- (i) The **Insured Person** must authorise any **Appointed Legal Representative** to receive any sums by way of **Own Costs** and **Own Disbursements** recovered from the **Third Party** and to pay the same to **Us** to the extent of the sums covered under this section of **Your First Cover Motor Insurance Policy**. Any sums received directly by the **Insured Person** should similarly be paid over to **Us** to the extent of the sums covered under this section of **Your First Cover Motor Insurance Policy**.
- j) The **Insured Person** must take all action possible to recover any **Costs**, charges or fees the **Underwriters** or **We** may have paid or be liable to pay under this section of **Your First Cover Motor Insurance Policy** and pay any such amounts recovered to **Us**. In any event, upon payment of all sums due for **Own Costs** and **Own Disbursements** under this section of **Your First Cover Motor Insurance Policy** **We** can take over and if necessary conduct proceedings in the name of the **Insured Person** to recover such **Own Costs** and **Own Disbursements** which the **Insured Person** is entitled to receive from the **Third Party**.
- k) **We** can give written notice to the **Insured Person** and the **Appointed Legal Representative** to discontinue cover if during the course of a **Claim** **We** consider **Prospects of Success** no longer exist.

7. Withdrawal

If the **Insured Person** withdraws from a **Claim** or discontinues instructions to an **Appointed Legal Representative** expressly or by omission without the agreement of the **Underwriters** or **Us**, all **Own Costs**, **Own Disbursements** and **Opponent's Costs** will become the responsibility of the **Insured Person**. In addition, **We** will be entitled to be reimbursed by the **Insured Person** of all **Own Costs**, **Own Disbursements** and **Opponent's Costs** paid or incurred during the course of the **Claim**.

8. Communication

All notices and communications from **Us** and the **Underwriters** will be considered to have been sent if sent to the last postal address given to **Us** or **Insurance by smart**.

9. Dual Insurance

If at the time of any **Insured Incident** there is any other insurance, which provides cover for the loss, or any part of it **We** will only be responsible for the amount not recoverable under that insurance.

10. Compliance and Avoidance of this section of Your First Cover Motor Insurance Policy

We have the right to cancel this section of **Your First Cover Motor Insurance Policy** and declare the same null and void:

- (a) in the event of any breach of the terms and conditions of this section of **Your First Cover Motor Insurance Policy**;
- (b) if **You** do not hold a valid **First Cover Motor Insurance Policy** at the time of the **Insured Incident** for the vehicle involved;
- (c) if **Your** motor insurers are entitled to avoid or cancel **Your First Cover Motor Insurance Policy**;

- (d) if any statements or answers made by **You** to **Insurance by smart**, **Us** or the **Underwriters** prior to commencement of **Your First Cover Motor Insurance Policy** or to **Us** or the **Appointed Legal Representative** by an **Insured Person** during the conduct of the **Claim** and/or **Legal Proceedings** are found to be false, deliberately, or recklessly, misleading or untrue;
- (e) if an **Insured Person** fails to disclose any information relevant to the conduct of the **Claim** (including but not limited to the making, acceptance or rejection of any offers to settle, or discontinue, a **Claim**) or the **Legal Proceedings**;
- (f) if an **Insured Person** makes any type of claim for any incident covered under **Your First Cover Motor Insurance Policy**, which is fraudulent, misleading or false; or
- (g) the premium is not received for **Your First Cover Motor Insurance Policy**.

11. Alteration

The **Insured Person** must notify **Us** immediately of any change to the information they have provided, which may or does affect **Your First Cover Motor Insurance Policy**.

12. Your Cancellation Rights

Please see the Cancellation Conditions Section of **Your First Cover Motor Insurance Policy** booklet for cancellation within 14 days of the date of purchase or the day **You** receive **Your** documentation from **Insurance by smart**, whichever is the later.

13. Cancellation of this Section of Your First Cover Motor Insurance Policy by Us

This section of **Your First Cover Motor Insurance Policy** may be cancelled by **Us** in the event of:

- an **Insured Person** making a claim of a fraudulent or false nature. In these circumstances there will be no return of premium;
- **Your First Cover Motor Insurance Policy** for **Your Car** being cancelled; or
- **Your** circumstances changing and **You** no longer being able to make a claim.

14. Arbitration

In the event of any dispute or difference whatsoever arising out of this section of **Your First Cover Motor Insurance Policy** or any **Legal Action** made there under the matter shall be referred to an arbitrator who shall be either a solicitor or a barrister agreed upon by the **Insured Person** and **Us**. If the **Insured Person** is not the **Policyholder** by claiming under this section of **Your First Cover Motor Insurance Policy** they agree to be a party to any Arbitration under this Clause whether jointly with the **Policyholder** or otherwise and whether as claimant or defendant.

If **We** cannot agree on an arbitrator then the President of the Law Society or the Chairman of the Bar Council or similar legal professional body within the United Kingdom, Isle of Man or Channel Islands will choose one. The appointment and subsequent arbitration shall be binding on both parties.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the **Insured Person** or **Us**, the arbitrator will decide how the **Insured Person** and **We** will share the costs.

15. Governing law & language

This section of **Your First Cover Motor Insurance Policy** shall be governed by and construed in accordance with English Law. All communication is to be conducted in English.

16. Whole agreement

This section of **Your First Cover Motor Insurance Policy** contains the entire agreement between **You** and any **Insured Person** claiming under it and the **Underwriters** and the **Appointed Agents** on their behalf and no other representation or warranty by the **Insured Person** or **Us** or their authorised representatives or any third party shall have any contractual effect unless agreed by all parties in writing.

17. Marketing

Auxillis Limited, Arc Legal Assistance nor AmTrust Europe Limited will use your data for marketing purposes. All information provided is used to manage this section of **Your First Cover Motor Insurance Policy** only.

18. Call recording

Auxillis Limited administer this insurance, or Arc Legal Assistance who manage this insurance on behalf of AmTrust Europe Limited may monitor and record calls and may share **You** information with its associated and subsidiary companies (or the holding company of any of them).

Text Relay Service: Should **You** wish to talk to **Us** using a textphone, please call **Us** using the Text Relay service on 18001 followed by 0344 571 2717.

You must also refer to the Definitions, the General Exclusions, the General Conditions, Complaints Procedure sections on pages 6, 29, 31 and 33 of the **Motor First Cover Motor Insurance Policy** Wording.

General Exceptions

Your policy does not cover the following:

1. Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
 - a) used otherwise than for the purposes described under the 'Limitations as to use' section of your **certificate of motor insurance**;
 - b) driven by, or is in the charge of any person for the purposes of being driven who;
 - is not described under the section of your **certificate of motor insurance** headed "Permitted drivers".
 - does not have a valid and current licence to drive **your car**.
 - is not complying with the terms and conditions of the licence.
 - does not have the appropriate licence for the type of vehicle.

We will not withdraw this cover:

- i. while **your car** is in the custody or control of a member of the motor trade for the purposes of maintenance or repair, or while **your car** is being parked by an employee of a hotel or restaurant or car parking service.
 - ii. if the injury, loss or damage was caused as a result of **your car** being stolen or having been taken without your permission.
 - iii. by reason of the person driving not having a driving licence, if **you** had knowledge of such deficiency.
2. Any liability **you** have agreed to take on except to the extent **you** would have had that liability if that agreement did not exist.
 3. a) Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss; or
 - b) any legal liability, that is directly or indirectly caused by, contributed to by or arising from:
 - i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii. the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. a) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not contributed to by any other cause or event:
- war;
 - invasion;
 - act of foreign enemy;
 - hostilities or warlike operation or operations (whether war has been declared or not);
 - civil war;
 - revolution, rebellion or insurrection;
 - civil commotion which is of such severity or magnitude that it can amount to or be likened to an uprising;
 - military power (even if properly authorised by the duly elected government); or
 - usurped power.
- b) Any action taken in controlling, preventing, suppressing or in any way relating to (a) above, except to the extent that is necessary to meet the requirements of the **Road Traffic Acts**.
5. Any accident, injury, loss or damage if any vehicle is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

General Conditions

Claims procedure

1. As soon as reasonably possible after any accident, injury, loss or damage, **you** or your legal personal representatives must telephone the claims assistance telephone number shown at the front of this book, giving full details of the incident. Any communication **you** receive about the incident should be sent to **us** immediately. **You** or your legal personal representatives must also let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.
2. **You**, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If **we** want to, **we** can take over and conduct in your name, or the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **we** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **us** all the information and assistance necessary for **us** to achieve a settlement or pursue a recovery.

Below are some examples of what we may request. However we may also ask for other information, documents and assistance relevant to your claim.

Information	Documents	Assistance
Details of third parties and witnesses	Driving Licence	Attendance at court
A statement of events relating to your claim	Proof of identity and address	Meetings with solicitors or Us
A sketch or photograph of the accident scene	Vehicle documentation such as a V5, MOT and proof of purchase	
Correspondence received from another party (including any court papers)	Receipts and invoices Finance documents	

3. **You** must notify the Police as soon as possible if **your car** is lost, stolen or broken into.

Your cancellation rights

4. There are no statutory cancellation rights under this policy.

Other insurance

5. If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, **we** will only pay our share of the claim. This condition does not apply to personal accident benefits under Section 3, which will be paid as indicated under that section.

This provision will not place any obligation upon **us** to accept any liability under Section 2 which **we** would otherwise be entitled to exclude under Exception 1. to Section 2.

Your duty to prevent loss or damage

6. **You** shall at all times take all reasonable steps to safeguard **your car** from loss or damage. **You** shall maintain **your car** in efficient condition and **we** shall have, at all times, free access to examine **your car**.

Your duty to comply with policy conditions

7. Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

Fraud

8. If your claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

Car sharing and insurance

9. If **you** receive a contribution as part of a car sharing arrangement involving the use of any car insured under this policy for carrying passengers for social or similar purposes, **we** will not consider this to be carrying passengers for hire or reward provided:
- the vehicle is not constructed or adapted to carry more than eight passengers (excluding the driver);
 - the passengers are not being carried in the course of a business of carrying passengers;
 - the total contributions received for the journey concerned do not involve an element of profit.

Important

If **your car** is used under a car sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of your policy **you** should immediately contact **us** for confirmation.

Important Notice

Information we need to know about

10. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel your policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change the compulsory **excess**, or
- the extent of the cover may be affected.

Complaints Procedure

Our promise of service

Our goal is to give excellent service to all our customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all our customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome your feedback. **We** will record and analyse your comments to make sure **we** continually improve the service **we** offer.

What will happen if you complain

- **We** will acknowledge your complaint promptly.
- **We** aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of your insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting:

- If your complaint is regarding a claim please telephone **0345 300 9514** and ask your contact to review the problem.
- If your complaint is regarding anything else **you** can write to Insurance by smart, Cornwall, House, Station Approach, Princes Risborough, HP27 9DN or telephone **0345 605 6508**, whichever suits **you**, and ask your contact to review the problem. If **you** are unhappy with the outcome of your complaint **you** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone:

0800 023 4567 (free from landlines)
or **0300 123 9123**

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect your right to take legal action.

Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

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All motor policies are arranged and administered on behalf of Mercedes-Benz Insurance Services UK Limited, by Lloyd Latchford Group Limited, Registered in England No. 05988054. Registered office: 3 Redman Court, Bell Street, Princes Risborough, Buckinghamshire, England, HP27 0AA. Business address: Cornwall House, Station Approach, Princes Risborough, Bucks, HP27 9DN. Lloyd Latchford Group Limited is authorised and regulated by the Financial Conduct Authority under firm reference 496330.

For mutual security, calls are recorded and/or monitored for training purposes. Please note, we may decline to quote in some circumstances.

Roadside, Recovery and At Home products are provided by RAC Motoring Services, company registration number 1424399, whose registered office is at RAC House, Brockhurst Crescent, Walsall, West Midlands WS5 4AW. Onward Travel and European Motoring Assistance are underwritten by RAC Insurance Limited, company registration number 2355834, of RAC House, Brockhurst Crescent, Walsall, West Midlands WS5 4AW.

Mercedes-Benz Insurance Services UK Limited are authorised and regulated by the Financial Conduct Authority.

Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority. RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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