



STEAM ROAD, COMMERCIAL & VINTAGE VEHICLE INSURANCE

This Motor Policy is underwritten by Travelers Insurance Company Ltd
Registered in England No. 0134343.
Registered Office: 23-27 Abchurch Lane, London EC4A 3DF.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

TRV304112/19 SIC 224912/19

IMPORTANT NOTICE

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Please contact Walker Midgley Insurance Brokers on 0114 2502770 immediately if any corrections are necessary.

Any enquiries you may have regarding your policy may be addressed directly to us. You should tell us if the e-mail address you provided to us has changed.

CLAIMS PROCEDURE

If you wish to make a claim, please contact Walker Midgley Insurance Brokers on 0114 2502770 or contact us on 0800 5878388 or at the address below, quoting your policy number. Please also refer to our on-line guidance on how to make a claim which can be found at www.travelers.co.uk

COMPLAINTS PROCEDURE

Our Promise

- We will acknowledge complaints promptly
- We will investigate quickly and thoroughly
- We will keep you informed of progress
- We will do everything to resolve your complaint fairly
- We will learn from our mistakes and use your feedback to continually improve our service

What to do if you have a complaint

If you have a complaint, please contact our **Compliance Team** on:

Tel: +44 (0) 203 207 6000
 Email: CustomerRelations@travelers.com
 Address: The Compliance Team, Travelers, Creechurch Place, Creechurch Lane, London, EC3A 5AF

Quoting your policy number or claim reference helps us handle your complaint quickly. We will respond as promptly as we can.

If your complaint cannot be resolved to your satisfaction and you are an eligible complainant (a private individual or small business), you may refer your complaint to the Financial Ombudsman Service (**FOS**) whose contact details are:

Email: complaint.info@financial-ombudsman.org.uk
 Website: www.financial-ombudsman.org.uk
 Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Please note, your complaint needs to be referred to the FOS within six months of receiving our final response.

USING PERSONAL INFORMATION

How we treat information about you and your rights under

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TRV304112/19 SIC 224912/19

data protection legislation

In order to provide our insurance services, we (Travelers Insurance Company Limited acting as a Data Controller) will collect certain personal information about you. The type of information that we collect will depend on our relationship with you. For example, you may

be a Travelers policyholder, prospective policyholder or a third party making a claim under a Travelers insurance policy.

If you provide us with personal information about a third party, you should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover we are being asked to provide or the kind of claim we are being asked to assess or pay.

Some of the information we collect may be classified as 'special category data', which is data that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- considering an application for insurance,
- providing and administering an insurance policy,
- handling claims including claims validation,
- preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, we will share your information with other companies in the Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with our products, or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

If your policy includes motor cover, your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC).

We may also use your personal information for marketing purposes, but only in accordance with your marketing preferences.

For more information about how we process your data and the rights you have, please click <http://www.travelers.co.uk/main/privacy-policy.aspx>.

The Insurance Contract

This **policy** is a legal contract between **you** and **us**. The **policy** wording and **schedule** make one document and must be read together. Please keep them together

The contract is based on the information you gave **us** when **you**

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TRV304112/19 SIC 224912/19

applied for the insurance.

Our part of the contract is that **we** will provide the cover set out in this **policy** wording

- for those sections which are shown on **your policy schedule**;
- for the **period of insurance** set out on the same **schedule**.

Your part of the contract is:

- **you** must pay the premium as shown on **your schedule** for each **period of insurance**;
- **you** must comply with all the conditions set out in this **policy**.

There are conditions of the insurance that **you** or **your family** will need to meet as part of **your** part of the contract on page 9. The conditions set out the changes in circumstances that could affect **your** cover and when **we** would cancel **your policy**.

Please take the opportunity to read the policy conditions.

If **you** do not meet **your** part of the contract, **we** may turn down a claim, increase the premium or **you** may find that **you** do not have any cover.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws.

The law which applies to this contract is English law which **We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live.

This policy has been issued by Travelers Insurance Company Ltd in the United Kingdom.

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Contents

Section	Page
What you should do in the event of an accident or theft	7
How do you make your vehicle more secure	8
What to do if you are taking your vehicle abroad	8
What to do if...	10
Your policy	9
Definitions	10
Section 1 – Loss or Damage to the Motor vehicle	18
Section 2 – Liability to Third Parties	15
Section 3 – Driving Abroad	18
Section 4 – Other Clauses	19
Conditions which apply to Sections 1,2,3,4	22
Exclusions which apply to Sections 1,2,3,4	26
Section 5 – Legal Expenses Plan	29
Complaints Procedure	31
How We Use Your Information	32

What you should do in the event of an accident or theft

do this at the scene of the accident you must produce it and report the accident to the police within 24

Naturally, we hope you don't have an accident, but if you do, you may find the following advice useful:

- 1 People are more important than property and your first priority should be to check whether anybody is injured and attend to them, seeking medical help if necessary.
- 2 Always stop if you are involved in an accident and exchange the following information:
 - Names and addresses (including those of any eye witnesses)
 - Insurance companies and addresses (including policy numbers if known)
 - Vehicle registration numbers.
- 3 Do not admit you are to blame or offer any payment.
- 4 Draw a diagram of the accident scene. This should include the position of the vehicles before, and after the accident, the road layout, any obstructions to your or other road users' vision, the position of any witnesses and anything else which could be relevant to the cause of the accident e.g. speeds and distances involved, or the weather conditions.
- 5 IF ANYONE IS INJURED you must produce your Motor Insurance Certificate to the police or to anyone who has reasonable grounds for requiring it. If you can't
- 6 In an Emergency, phone our 24-hour Claims Service.
- 7 In other circumstances, phone our 24 hour Claims Service Helpline or your Broker/Insurance Adviser as soon as possible after an accident.
- 8 If you receive any letters or documents about the accident, please send them unanswered to us.
- 9 In the event of theft of your vehicle, you must report the incident to the Police and obtain a crime reference number as soon as possible and phone ourselves, your Broker or usual Insurance Adviser.

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TRV304112/19 SIC 224912/19

What to do if you are taking your vehicle abroad

We will automatically provide cover when you visit EU countries and in Lichtenstein, Norway and Switzerland

There is no limit on the number of trips you can make in any period of insurance, but each trip must be no more than 35 days. This cover only applies if your permanent home is in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and you return to the UK within 35 days.

While Green Cards are not required for the above countries, they are still internationally recognised as evidence of vehicle insurance. We will provide you with a Green Card on request.

A charge will be made if you take your vehicle to any other countries not specified above - please contact ourselves, your Broker or Insurance Adviser in these instances.

If your journey only involves travel to the Republic of Ireland, your policy cover applies in full and a Green Card is not needed.

You should take with you your Certificate of Insurance, copy of your Policy and current Schedule. In addition, you should contact your insurance adviser to request a Guidance When Driving Abroad leaflet and European Accident Statement.

If you have an accident while abroad you can contact TRAVELERS INSURANCE COMPANY LTD from outside the UK on 0800 587 8388 (24 Hours).

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TRV304112/19 SIC 224912/19

Your Policy

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TRV304112/19 SIC 224912/19

Definitions

Accessories

Additional supplementary parts of the **Motor vehicle** not related to its function as a vehicle including audio, visual, navigation and communication equipment

British Isles

- A Great Britain
- B Northern

Ireland

- C the Isle of

Man

- D the Channel Islands
- E transit by water, rail or air within or between any of these territories, provided this transit is by a commercial carrier

Bodily Injury

The words 'Bodily Injury' shall mean

- (a) death injury disease or illness of any person
- (b) (i) mental injury
 - (ii) mental anguish
 - (iii) shock
 that results in a recognisable psychiatric injury

Certificate of Insurance

The document which provides evidence that an insurance contract is in force which satisfies the requirements of the **Road traffic acts**

Your Certificate of Insurance:

- A has the same number as **Your Policy**

- B shows who may drive the **Motor vehicle**
- C shows the uses to which the **Motor vehicle** can be put
- D shows the uses to which the **Motor vehicle** cannot be put

Court of Summary Jurisdiction

A Magistrates Court or a court of equivalent jurisdiction in the **Territorial limits**

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TRV304112/19 SIC 224912/19

Defined Organisation

- A A motor garage or other similar motor trade business not belonging to **You** which has custody of the **Motor vehicle** for any of the following purposes:
- i) maintenance
 - ii) repair
 - iii) testing
 - iv) servicing

c arbitration

proceedings and any resulting appeals issued within the **Territorial limits** arising out of a **Motor Accident**

Emergency Assistance

Emergency Assistance provided by **our** appointed recovery agent

Emergency Treatment Fees

Payment for charges prescribed by the **Road traffic acts** for emergency medical assistance following a road traffic accident involving a vehicle which **We** cover

Endorsement

An amendment to **Your Policy**

Excess

The amounts shown in **Your Schedule** which **You** pay for any one incident resulting in a claim

Legal Personal Representative

The solicitor or other appropriately qualified person or firm appointed to act for a **Permitted** user

Legal Proceedings

- A Civil
- B tribunal and

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TRV304112/19 SIC 224912/19

Licence Holder

A person who:

- A holds a licence to drive the **Motor vehicle** or
- B has previously held a licence to drive the **Motor vehicle** and is not presently disqualified from obtaining another licence

Market Value

The cost of replacing the **Motor vehicle** with a **Motor vehicle** of the same:

- A make, model and
- B pre-loss or damage condition, specification, mileage and age

Motor Accident

An incident which happens when **You** are using the **Motor vehicle** or an attached **Trailer** during the **Period of insurance** and within the **Territorial limits**

Motor vehicle

Your Vintage tractor and in respect of which details have been notified to and accepted by **Us**, and including its spare parts, **Accessories**, windscreen and windows, but excluding any **Trailer** not specified in **Your Schedule**

Period of insurance

- A The duration of **Your Policy**, as shown on **Your Certificate of Insurance** and
- B any following period, but only if **We** accept **Your** renewal premium

Permitted driver

Any person who:

- A is shown on **Your Certificate of Insurance** as being entitled to drive the **Motor vehicle** and
- B has **Your** permission to drive the **Motor vehicle**

Permitted user

- A **You**
- B a **Permitted driver**
- C any passenger whom **You** or a **Permitted driver** have authorised to be in the **Motor vehicle**
- D any person who is using but not driving the **Motor vehicle** with **Your** permission

Policy

The documents

consisting of:

- A **Proposal form**
- B this **policy** book
- C **Your**

Schedule

- D **Your Certificate of Insurance** and
- E any **Endorsements**

Proposal form

The document **You** completed which provides details of

- A **You**

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TRV304112/19 SIC 224912/19

13

- B **Permitted drivers**
- C information relevant to the cover which **You** have requested

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TRV304112/19 SIC 224912/19

Road Traffic Act

Legislation which includes details of the minimum cover for which motor insurance is required in the **British Isles**

Schedule

The document which describes:

- A **You**
- B **Permitted drivers**
- C any details of **Your Policy** that are specific to **You**

Territorial limits

- A The **British Isles**
- B The Republic of Ireland
- C transit by water, rail or air within or between any of these territories provided this transit is by a commercial carrier

Terrorism

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

Theft

- A Theft
- B attempted theft
- C the taking away of the **Motor vehicle** without **Your** consent

Trailer

A trailer which is properly constructed to be towed by a **Motor vehicle**, which is of a size appropriate for the capacity of the **Motor vehicle** and which is used for the carriage of goods. Any plant permanently attached to a trailer shall be regarded as part of that trailer

Vehicle keys

Any device **used** for starting **Your Motor vehicle** or **using** its locks or immobiliser

Vintage tractor

Any agricultural tractor which is 25 years of age or more

We, Us, Our, Insurer

Travelers Insurance Company Ltd

You, Your, Policyholder, Insured

Whoever is named as the

Policyholder in:

- A **Your Schedule** and
- B **Your Certificate of Insurance**

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TRV304112/19 SIC 224912/19

Section 1 – Loss or Damage to the Motor vehicle

A Accidental Damage Fire & Theft Cover

This cover only applies if **Your Schedule** shows that Accidental Damage Fire and Theft cover is in force

What **We** Cover

We cover loss of or
damage to:

- i) the **Motor vehicle**
- ii) a **Trailer** whether specified or not in **Your Schedule** whilst attached to or detached from **Your Motor vehicle**

Maximum Amounts For Which **We**
Provide Cover

In respect of the **Motor vehicle We** provide cover up to the Market Value or the Sum Insured specified in **Your Schedule, whichever is the lower.**

B Claim Settlement

Provided the loss or damage is covered under **Your Policy, We** will settle **Your** claim as explained below, subject to any **Policy** limits and any applicable **Excess**:

Following loss of or damage to the **Motor vehicle We** will:

- i) authorise repair or pay for repair to the damage where repair can be economically made Where **We** have offered repair but **You** prefer a cash settlement, **We** will pay **You** an amount equal to the amount which **We** would have paid had the repair been made
- ii) on receipt of invoice from **You, We** will pay reasonable costs for reasonable repair carried out by **You**

C Extension of Cover

While the **Motor vehicle** is in the custody of a **Defined Organisation** the following Exclusion and **Endorsement** do not apply:

- i) Section 6 - 'Exclusions Which Apply to **Your Whole Policy**' Part B **Use** and Driving Which **We** Do Not Cover, paragraphs A) and C)

D Recovery and Redelivery of the **Motor vehicle**

Provided the loss or damage is covered under **Your Policy, We** will pay the reasonable cost of:

- i) protection of the **Motor vehicle** and removal of the **Motor vehicle**, if it cannot be driven, to the nearest repairer
- ii) delivery of the **Motor vehicle** after its repair or recovery to **Your** address in the **British Isles**

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TRV304112/19 SIC 224912/19

E Hiring and Other Agreements

If **We** know that the **Motor vehicle** is the subject of a:

- i) hire purchase agreement or
- ii) vehicle leasing agreement or
- iii) other agreement

We will pay:

the person or the organization requiring payment under the terms of the agreement and their receipt of the payment will be a discharge of any claim under this Section

Exclusions to Section 1

Exclusion 1 Young Driver **Excess**

In respect of each and every occurrence:

You must pay the **Excess** shown in **Your Schedule** in respect of any claim for loss or damage if the **Motor vehicle** is being driven by or is in the charge of a person who is under 25 years of age

This Exclusion does not apply to loss or damage:

- i) caused by fire, lightning, explosion or **Theft**
- ii) to the windscreen including windows where this is the only damage to the **Motor vehicle** other than scratching of bodywork resulting from the breakage

Exclusion 2 Accidental Damage **Excess**

You must pay the **Excess** shown in **Your Schedule** in respect of any loss of or damage to the **Motor vehicle** under this section other than:

- A loss or damage to the windscreen

including windows where this is the only damage to the **Motor vehicle** other than scratching of bodywork resulting from the breakage

- B loss or damage caused by fire, lightning, explosion or **Theft**

Exclusion 3 **Theft Excess**

You must pay the **Excess** shown in **Your Schedule** in respect of any claim for loss or damage caused by **Theft** under this Section other than:

- A loss or damage to the windscreen including windows where this is the only damage to the **Motor vehicle** other than scratching of bodywork resulting from the breakage
- B loss or damage occurring within a private locked building
- C loss or damage occurring as a result of the **Motor vehicle** being taken from a private locked building

If the registration number of a **Motor vehicle** is shown against this **Excess**, this Exclusion only applies to that **Motor vehicle**

Exclusion 4 **Theft** of Parts in Open

The amount of **Excess** shown in **Your Schedule** in respect of **Theft** is increased to £500 in respect of **Theft** of spare parts or **Accessories** left in the open.

Exclusion 5 **Theft** by Family Member or Employee

We do not cover loss or caused by **Theft** or attempted **Theft** if the **Motor vehicle** is taken by a member of **Your** family or

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TRV304112/19 SIC 224912/19

household or taken by an employee.

Exclusion 6 Police Reports

We will not cover loss or damage due to **Theft** unless it has been reported to the police and a crime reference number is obtained.

Exclusion 7 Unnecessary Repairs

We will not cover any unnecessary repair or replacement which improves **Your** vehicle beyond its condition before the loss or damage took place.

Exclusion 8 Repossession

We do not cover any loss or damage arising from returning a vehicle to its legal owner or arising from its repossession or seizure by any person or company having a legal interest in **your** vehicle.

Exclusion 9 General Exclusions

A We do not cover:

- i) loss of value following repair
- ii) loss of use depreciation wear and tear rust or corrosion or damage caused by mechanical electronic or electrical faults, failures, breakdowns or derangement
- iii) damage to tyres caused by braking or by punctures, cuts or bursts
- iv) **We** will not cover any loss or damage caused by **theft** or attempted **theft** if **your** vehicle

is not switched off, properly locked or if the keys to the vehicle are left in it whilst unattended

- v) loss or **theft** of portable satellite navigation systems when the **motor vehicle** is left unattended or unoccupied unless they are stored out of sight in a locked boot or locked glove compartment
- vi) Mobile telephones or other communication equipment not permanently fitted in nor designed solely for use in the **Motor vehicle**
- vii) Loss or damage arising from connection with the operation as a tool of such vehicle or of plant attached to or forming part of it unless otherwise show in **Your Schedule**

B We do not cover loss or damage by deception or fraud

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TRV304112/19 SIC 224912/19

Section 2 – Liability to Third Parties

Sub-Section 1A Cover if **You** are Driving

We cover **You** subject to the Limit of Indemnity against legal liability for compensatory damages imposed by law including interest which may be awarded on such damages and claimant(s) costs and expenses in respect of

- A death of or bodily injury to any persons (including passengers)
- B loss of or damage to material property up to the Limit of Indemnity shown in **Your Schedule** any one claim or number of claims arising out of one **cause**

occurring during the **period of insurance** caused by or in connection with the use of the **Motor vehicle** (including loading and unloading) or an attached **Trailer**

Sub-Section 1B Cover for Legal Fees, Costs and Expenses

We cover **You** in respect of claims under Sub-Section 1A Cover if **You** are Driving for:

- A solicitors' fees for representation at any:
 - i) Coroner's Inquest or
 - ii) Fatal Inquiry or
 - iii) **Court of Summary Jurisdiction** with **our** written consent.
- B the costs of defence against a charge

of:

- i) manslaughter or
- ii) causing death by dangerous driving.
- c other legal fees, costs and expenses incurred with **Our** written consent

Sub-Section 2 Cover for Other People

We cover the following people for legal liabilities to others in the same way that **We** cover **You** under Sub-Section 1A Cover if **You** are Driving and Sub-Section 1B Cover for Legal Fees, Costs and Expenses

- A any **Permitted driver**
- B any passenger in the **Motor vehicle**
 - i) any Principal with whom **You** have an agreement
 - ii) any Hirer of the **Motor vehicle** other than under a hire purchase agreement

provided that **We** shall not be liable in respect of liability arising from the act default or neglect of the Principal/Hirer his servant or

- C the **Legal Personal Representatives** of any person entitled to indemnity under this Section in respect of liability incurred by that person

Sub-Section 3 Cover in the European Union

We provide cover to satisfy the legal minimum insurance requirements of the following countries, including legal fees, costs and expenses incurred with **Our** written consent, while the **Motor vehicle** or an attached **Trailer** is in any of these countries:

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TRV304112/19 SIC 224912/19

19

- A any country which is a member of the European Union
- B any country:
 - i) which agrees to meet European Commission Directives on motor insurance and
 - ii) of which the European Commission is satisfied that arrangements have been made to meet the requirements of these Directives

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TRV304112/19 SIC 224912/19

Sub-Section 4 **Our Right to Recover**

Payment

If **We** make any payment under any part of Section 2:

- A solely because of the requirements of any law and
- B which **We** would not have paid under the terms of **Your Policy** if that law had not required **Us** to make that payment

You will be obliged to repay to **Us** any such payment

Extensions to Section 2

A Towing

This **Policy** shall operate while the **Motor vehicle** is being used for the purpose of towing

- i) one mechanically-propelled vehicle whether or not disabled
- ii) any **Trailer**

Provided always that the Vehicle or **Trailer** being towed is not towed for reward

We do not cover:

- i) loss or damage to the towed vehicle or **Trailer** or property being conveyed by such vehicle or **Trailer**
- ii) the **Motor vehicle** to which any **Trailer** is attached if it is drawing a greater number of **Trailers** than is permitted by law
- iii) any legal liability loss or damage if **your Motor vehicle** was towing a load over the legal limit at the time an accident occurs.

B Carriage of passengers

Your policy allows **You** to accept payment from passengers in **your** vehicle

as long as:

- i) **You** are not carrying passengers as part of a business of carrying passengers
- ii) **You** do not make a profit from the total payments **you** receive for a journey
- iii) **Your** vehicle is being **used** for a purpose included on **Your** Certificate of Motor Insurance.

C Unlicensed Drivers

We will indemnify any person driving or in charge of **Your Motor vehicle** with **Your** permission who does not hold an appropriate licence where the law does not require a licence

We do not cover:

- i) any person driving under 16 years of age
- ii) any person not accompanied by a person with the competence knowledge and experience to drive such **Motor vehicle**

D Unregistered **Motor vehicles**

We will cover **You** in the terms of Sub Section 1 to Section 2 - Liabilities to Third Parties in connection with the use of **Your** unregistered **Motor vehicle**

E Driving other vehicles

We will cover **You** in terms of Sub Section 1 A in connection with the use of a vehicle of a similar type to **Your Motor vehicle** as described in your certificate of insurance if all of the following apply:

- i) **You** are driving with the owner's permission
- ii) **You** are not entitled to make a claim under any other policy of insurance
- iii) the vehicle is not owned by or

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TRV304112/19 SIC 224912/19

21

hired under a hire purchase agreement or leased by **You**

- iv) the vehicle is being driven in Great Britain Northern Ireland the Republic of Ireland the Isle of Man or the Channel Islands

We do not cover use to secure the release of a **motor vehicle**, not otherwise specifically the subject of insurance by this **policy** which has been seized by or on behalf of any government or public authority

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TRV304112/19 SIC 224912/19

Exclusions to Section 2

We do not cover:

- A any legal liability if any person insured under this section does not keep to the terms exceptions and conditions of this policy.
- B the legal liability of any person who is driving unless that person is a **Licence Holder** or the law does not require a person to hold a licence
- C the legal liability of any person:
 - i) who is not driving but
 - ii) who is claiming cover
 if that person knows that the driver is not a **Licence Holder** when a licence is required by law
- D the legal liability of any person other than **You** if that person is entitled to cover under any other insurance policy
- E loss of or damage to any property which is owned by or in the custody of the person who is making a claim under this Section.
- F death of or bodily injury to any person arising out of that person's employment except as required by any relevant road traffic legislation
- G any legal liability, except as required by any road traffic legislation, which arises from the use of any vehicle which **We** cover under this Section while it is on any part of any commercial or military airport or airfield used for:
 - i) the take-off, landing or movement of aircraft on the ground
 - ii) aircraft parking, including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars
- H legal liability arising out of an attached **Trailer** if the **Motor vehicle** is drawing a greater number of **Trailers** than is permitted by law
- I legal liability arising out of the use of an unspecified **Trailer** as a tool - except as required by any relevant road traffic legislation
- J any consequence of **Terrorism** except as required by any relevant road traffic legislation. The words "Terrorist Act" shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes
- K unless otherwise shown in **Your Schedule** liability arising out of the operation as a tool of the **Motor vehicle** or attached plant except as required by any relevant road traffic legislation

This Motor Policy is underwritten by Travelers Insurance Company Ltd
Registered in England No. 0134343.

Registered Office: 23-27 Aile Street, London E1 8DS.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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Section 3 – Driving Abroad

A Cover Under This Section

We provide cover to satisfy the legal minimum insurance requirements of the countries specified in Section 2 - Liability to Third Parties Sub-Section 3 Cover in the European Union only for any number of trips during any one **period of insurance** with no single trip exceeding 35 days

We also provide cover under Section 1 - Loss or Damage to **your Motor vehicle** for any number of trips during any one **period of insurance** with no single trip exceeding 35 days

B Extension of Cover

If **We** agree and **You** pay an additional premium,

We will extend the cover under Section 1 Loss or Damage to **your Motor vehicle** in any other country where **You** have.

- i) requested the cover in advance on leaving the United Kingdom
- ii) provided **Us** with details of the **Motor vehicle** to be covered
- iii) provided **Us** with details of the countries to be visited
- iv) provided **Us** with details of the length of **Your** stay
- v) provided **Us** with details of who will drive and **We** agree
- vi) **You** have paid the additional premium **We** have asked for

being transported by a commercial carrier

D Other Charges

We will pay the enforced payment of **customs duty** that **You** must pay as a direct result of loss or damage covered by this Section of **Your Policy**

We will also cover **You** against general average contribution salvage and sue and labour charges arising from the transportation of **Your Motor vehicle** by sea between any countries to which this insurance applied

C Transport

We will cover **Your Motor vehicle** while it is being transported between ports in countries **We** have agreed to provide cover for, as long as **Your Motor vehicle** is being transported by rail or by recognised sea route of no longer than 65 hours duration

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Section 4 – Other Clauses

A Shows and Events

We cover loss or damage to **Your Motor Vehicle** as detailed in Section 1 Loss or Damage to the **Motor vehicle** and legal liabilities which **you** incur as detailed in Section 2 Liabilities to Third Parties for **Use** of **your Motor vehicle** in agricultural or vintage rallies, shows and events including:

a) working demonstrations

b) working competitions

c) road runs

Excluding

:

- i) racing
- ii) pacemaking
- iii) speed-testing
- iv) time trials
- v) tractor pulling
- vi) use for hire and reward

B Emergency Treatment

We cover any **Permitted** user for legal liability for **Emergency Treatment Fees**

C Medical Expenses

If **Your Schedule** shows Accidental **Damage**, Fire and **Theft** cover is in force **We** will, at **Your** request, pay medical expenses for each occupant of the **Motor vehicle** who, as

a direct result of a **Motor Accident** sustains bodily injury up to a maximum amount of £5000 per injured person.

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Registered Office: 23-27 Allie Street, London E1 8DS.

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D Road Risks Personal Injury Benefits

We will pay the amount of the following benefits if whilst in or getting into or out of the **motor vehicle** bodily injury is sustained by accidental external violent and visible means which independently of any other cause within three months of the accident results in:

- i) death - £2,500
- ii) complete and permanent loss of sight of any eye - £2,500
- iii) loss by severance of a limb at or above the wrist or ankle - £2,500

We will only pay for one benefit under i), ii) and iii) above in respect of the same accident for each person we cover.

The maximum amount **we** will pay for all accepted claims by all the people **we** cover in respect of any one accident will not exceed £10,000.

We will cover:

- i) **You**
- ii) **Your** husband, wife or civil partner
- iii) a **Permitted driver**

We will make the payment to the person **we** cover or their **Legal Personal Representative**

We do not cover:

- A any person seventy years of age or over
- B an accident in connection with which any person sustaining the bodily injury fatal or otherwise
 - i) where the injury is caused by suicide or attempted suicide, a disease they would have had

anyway or a condition or disability they already had

- ii) where the person is under the influence of drugs or alcohol

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TRV304112/19 SIC 224912/19

27

- c an accident in connection with which the driver sustaining the bodily injury fatal or otherwise
 - i) was convicted of driving under the influence of alcohol or drugs under The Road Safety Acts of and from 1967, any amendments, replacements and subsequent related Statutory Instruments or similar legislation in other territories
 - ii) was found by a post mortem examination to have a higher level of alcohol in his blood than is prescribed in the Road Safety Acts or similar legislation in other territories or any amending legislation

Conditions Which Apply to Your Whole Policy

The following conditions apply to every Section of **Your Policy**. Failure to comply with **Your** obligations as noted within these conditions may result

1. in a claim being rejected or
2. **Your Policy** being declared invalid

A Provision of False Information

(a) if **You** have concealed, misrepresented or failed to declare any fact or circumstance material to the insurance or its subject matter; or

(b) if **You** or anyone acting on **Your** behalf has committed fraud, attempted fraud or sworn falsely^y concerning this insurance or its subject matter;

whether before or after loss.

With respect to any misrepresentation or non-disclosure by **You**, **We** waive our right to avoid or rescind this Policy in whole or in part provided that:

(i) such nondisclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive;

(ii) **We** shall be entitled to amend the terms, conditions and premium for this Policy upon review of any information previously misrepresented or not disclosed to **Us**; and

(iii) **We** shall be entitled to determine the effective date of any amendments in consequence of the exercising of their rights under this Condition.

B Alteration in Risk

You must notify **Us** as soon as possible of any alteration in risk which affects **Your Policy**.

This information would include:

- i) any special feature of the **Motor vehicle**
- ii) any special use of the **Motor vehicle**
- iii) the **Motor vehicle's** location
- iv) the history of any driver
- v) a health condition which affects any driver

or any other relevant information which makes losses more likely to happen or makes losses more serious if they do happen

We may re-assess **Your Policy** cover and premium following notification of this information

Failure to disclose any information which makes losses more likely to happen or more serious if they do happen may result in:

- i) the wrong terms being quoted
- ii) a claim being rejected or reduced
- iii) **Your Policy** being invalid

C Notification and Conduct of a Claim

This Motor **Policy** is underwritten by Travelers Insurance Company Ltd
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Special Definition

Letter of Claim or Claim Notification Form, where used in this condition, means any written communication indicating an intention to claim against **You** that specifies sufficient information about the incident to enable it to be investigated, and includes at least preliminary information as to the nature of the injury or damage sustained and as defined in any protocols issued under the Civil Procedure Rules (or any amendments or supervening legislation).

(a) If circumstances should exist which may give rise to a claim under this **Policy**, or on the happening of any Event, **You** shall as soon as possible give notice thereof to **Us** in writing.

(b) Subject to the provisions set out in sub paragraph (g) below, in respect of third party liability claims **You** shall acknowledge and provide a response as required in accordance with and within the time period fixed for that purpose in the relevant pre-action protocol issued under the Civil Procedure Rules and shall promptly forward a copy of the Letter of Claim or Claim Notification Form and any such response to **Us**.

Following receipt by **You** of a pre-action Letter of Claim or Claim Notification Form, in addition to the above **You** shall as soon as possible provide to **Us** copies of all documents, records and minutes of meetings necessary to consider the claim fully. **You** shall also give to **Us** all such proofs and information with respect to any claim as the Company may require, together with (if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto.

(c) **You** shall immediately forward every service of writ, summons or claim form, or impending prosecution notice requiring arbitration or notice of an inquest or fatal accident inquiry in connection with any such circumstance or Event aforesaid to **Us** unacknowledged.

(d) Other than as prescribed in (b):

(i) within seven days in the case of Damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons; or

(ii) within thirty days in the case of any other circumstance or event aforesaid;

or such further time **We** may in writing allow, **You** shall give full particulars of the damage, circumstance or Event.

(e) **You** must tell the police as soon as possible if there has been a **Theft**

(f) **You** if required by **Us** shall attend all proceedings and assist **Us** in the giving of evidence and the attendance of witnesses and shall give **Us** all information and assistance and do and concur in doing whatever **We** may require in connection with any circumstance event or claim.

(g) **You** shall bear its own costs and expenses under this Condition, save to the extent that specific cover is provided within the **Policy**.

(h) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of **You** without **Our** written consent.

(i) **We** are entitled to take over and conduct the defence or settlement of any claim at **Our** discretion.

D Looking after Your Motor vehicle

You must keep the **Motor vehicle** maintained in a safe and efficient working condition and roadworthy condition if used on a road

You must ensure that precautions are taken at all times to prevent injury and safeguard

30

the **Motor vehicle** or **Trailer** from loss or damage

E Cancelling **Your Policy**

You have 14 days from the date **you** receive **your** insurance documentation or the start of the **period of insurance** to notify **us** if **you**

want to cancel **your policy**. This is known as a cooling-off period. If **you** cancel **your policy** during this period **we** will refund in full any premium **you** have paid as long as **you** have not made a change to **your policy** or **no accidents or claims have occurred** during the cooling-off period. This will have the effect as if **You** never had any cover or protection.

Your Policy may be cancelled by

- i) **You** giving **Us** written instructions to cancel.
- ii) **Us** if there is a failure to comply with the conditions of this **Policy** and if **We** do **We** will write to **You** at **Your** last known address confirming that all cover will cease after the date of **Our** letter.

The following short period rates will be charged where:

- i) **You** cancel **Your Policy** after the statutory 14 days and before renewal
- ii) **We** cancel **Your policy**

Period of Cover Proportion of Annual

Premium Up to 120 days 50%

121 to 150 days 40%

151 to 180 days 30%

181 to 210 days 20%

211 to 240 days 10%

Over 241 days Nil

Where the **Motor vehicle** is registered in Northern Ireland, the Isle of Man or the Channel Islands, the **Certificate of Insurance** must be returned to enable the **Policy** to be cancelled otherwise any **Certificate of Insurance** which has been issued will no longer be valid and the Motor Insurance Database record will be cancelled.

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F Non-Payment/Consumer Credit Termination Clause

We reserve the right to terminate the **Policy** in the event that there is a default in instalment payments due under any linked loan agreement.

G Other Insurance

Where a claim is covered under **Your Policy**, and this claim is covered by any other insurance, **We** will only pay **Our** share of the claim

H Exercising Your rights on Your behalf

If **We** or **Our** third-party service provider ask, **You** or any other **Permitted** user making a claim must at any time:

- A take or
- B allow **Us** or **Our** third-party service provider to take in **Your** name or the name of the **Permitted** user

all the steps needed to enforce **Your** rights or those of the **Permitted** user against any other person, including the defence or settlement of any claim or the pursuit of a claim in any person's name

We will pay any reasonable costs and expenses involved

I Access to the Motor vehicle

We will have free access to examine the **Motor vehicle**

J Law Applicable

We and **You** have agreed that any **Legal Proceedings** between **You** and **Us** in connection with this contract will take place within English jurisdiction and in the courts

of England unless **we** and **you** agree differently in writing.

K Application of limits

The maximum amount **We** will pay irrespective of the number of parties covered by **Your Policy** having a claim under **Your Policy** shall not exceed in whole any limits shown in **Your Policy** or **Your Schedule**

For the purposes of any limits shown in **Your Policy** or **Your Schedule** all parties included in the definition of the **Policyholder** and covered under **Your Policy** will be treated as one **Policyholder** and there will be only one contract of insurance between the **Policyholder** and **Us**

L Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this **Policy** if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the **Policy** period **We** or **You** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the **Policy** is cancelled **We** will give **You** a full refund of premium for any unexpired period of cover

M Contracts (Rights of Third Parties) Act 1999

This Motor **Policy** is underwritten by Travelers Insurance Company Ltd
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Registered Office: 23-27 Alie Street, London E1 8DS.

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TRV304112/19 SIC 224912/19

32

A person firm body corporate or entity who is not the Policyholder has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

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Exclusions Which Apply to Your Whole Policy

We do not cover any legal liability loss or damage if any person insured does not keep to the terms exceptions and conditions of this **policy**.

A Changes or additions to the vehicles to be Insured

The **Insurers** will not cover the **Policyholder** in respect of any vehicle unless

- A the **Insurers** already have details of this vehicle or
- B details of any changes or additions to the vehicle(s) to be insured are given to the **Insurers** immediately and the **Insurers** accept them and
- C the **Insurers** have issued a certificate of motor insurance

The **Policyholder** must return any obsolete certificate of motor insurance to the **Insurers**.

B Use and Driving Which **We** Do Not Cover

We do not cover any claim under any Section of **Your Policy** occurring while a vehicle which **We** cover is being:

- i) used with **Your** permission but is being driven or used outside the circumstances defined in **Your Certificate of Insurance**
- ii) driven by **You** unless **You** are a **Licence Holder**

- iii) driven with **Your** permission by any person:
 - a) who is not permitted to drive in **Your Certificate of Insurance** or
 - b) who **You** know is not a **Licence Holder** when a licence is required by law

Paragraphs i) and ii) above of this Exclusion do not apply in respect of claims under Section 1 – 'Loss or Damage to the **Motor vehicle**' when the **Motor vehicle** is in the custody of a **Defined Organisation** Liability Which Results From An Agreement

C Liability which Results from an Agreement

We do not cover any liability which results solely from an agreement and which would not have resulted without that agreement

D Radioactive Contamination

We do not cover any:

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
- (iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph (iv) shall not extend to radioactive isotopes other than nuclear fuel

when such isotopes are being prepared carried stored or **used** for commercial agricultural medical scientific or other similar peaceful purposes
(v) any chemical biological bio-chemical or electromagnetic weapon

E War Risks

We do not cover any:

- i) loss of or damage to any property
- ii) legal liability
- iii) expense
- iv) bodily injury
- v) any other loss

which is directly or indirectly caused by or arising from or contributed to by:

- i) war, invasion, act of foreign enemy or hostilities whether war is declared or not) or
- ii) civil war, rebellion, revolution, insurrection or military or usurped power

except as required by any relevant road traffic legislation

F Riot and Civil Commotion

We do not cover any consequence of riot or civil commotion occurring in Northern Ireland

We do not apply this Exclusion to Section 2 - 'Liability to Third Parties'

G Sonic Bangs

We do not provide cover under Section 1 - 'Loss or Damage to the **Motor**

vehicle' of **Your Policy** in respect of loss or damage which is caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed

H Pollution

We do not cover:

- i) death of any person
- ii) bodily injury to any person or
- iii) damage to any property which is directly or indirectly caused by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the **Period of insurance** and is:

- i) sudden
- ii) identifiable
- iii) unintended and
- iv) unexpected

All pollution which arises out of one incident will be considered to have occurred at the time when this incident takes place

We will not apply this Exclusion in circumstances where it is necessary to meet the requirements of any relevant road traffic legislation

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I Driving Under the Influence of Drink or Drugs

We do not cover any loss of or damage to the **Motor vehicle**, if, as the result of the incident, **You** or anyone insured under the **Policy** is convicted of driving whilst under the influence of alcohol or drugs. **Our** liability will be limited to the cover required under the **Road Traffic Act** and **We** will reserve the right to recover any amounts **We** are required to pay.

This exclusion does not apply to amounts paid or which **We** are required to pay under Section 8 - Legal Assistance Plan

J Punitive Damages, Penalties or Fines

We will not pay for loss arising out of exemplary, punitive, aggravated or liquidated damages or any penalties, fines of similar award.

K Boiler Explosion

Except in circumstances where cover is required by Road Traffic legislation we will not cover any legal liability loss or damage caused by boiler or pressure vessel explosion unless

a) the boiler or pressure vessel concerned has at the time of the incident a valid thorough examination certificate issued against a suitable Written Scheme of Examination drawn up by either an inspection authority affiliated to the Safety Assessment Federation (SAFed) or by the National Traction Engine Trust or

b) the boiler or pressure vessel concerned has at the time of the incident a valid hydraulic test certificate and a valid steam test certificate both issued following examinations conforming with the Examination and Testing of Miniature Steam Boilers (New Edition 2006) and any subsequent revisions
or

c) the vessel concerned is a small boiler namely that it has a capacity of not more than 3 bar litres or the vessel concerned is a gas tank with a capacity of not more than 180ml when cover shall be in force whether or not a valid thorough examination certificate has been issued or

d) the boiler or pressure vessel concerned is undergoing test by an authorised boiler tester when cover shall be in force whether or not a valid thorough examination certificate has been issued.

L Sparks, Ashes, Cinder and Smoke

We do not cover any legal liability loss or damage caused by sparks, ashes, cinders and smoke where your motor vehicle does not comply with any construction or use regulations except in circumstances where cover is required by Road Traffic legislation. This exclusion does not apply to loss or damage arising from a spark in the event the vehicle is not in operation.

1 Section 5 – Legal Expenses Plan

This Section of cover is underwritten by DAS Legal

Expenses Insurance Company Limited.

The General Words with Special Meanings, General

Conditions and General Exclusions do not apply to this

section

Important information

This is **your** DASDrive Ultimate legal protection policy wording. It includes everything **you** need to know about **your** cover.

Keep this document in a safe place as you will need to refer to it in the event of an 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.

DASDrive Ultimate legal protection is designed to help **you** if a motor accident was not **your** fault and **you** have suffered an injury or incurred other losses which are not covered under **your** motor insurance policy.

Contents

1	Important information	7	Policy exclusions
2	The meaning of words in this policy	7	Policy conditions
3	Welcome to DAS	9	Data protection
4	How we can help	9	Who we are
5	When you need to make a claim	9	How we will use your information
5	If you need any other help from us	10	What is our legal basis for processing your information?
5	Legal protection: our agreement	10	How long will your information be held for?
5	What we will pay	10	What are your rights?
5	What we will not pay	10	How to make a complaint
6	Insured incidents	11	How to make a complaint
6	Uninsured loss recovery and personal injury		

The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in **bold**:

appointed representative	The preferred law firm , law firm or other suitably qualified person we will appoint to act on an insured person's behalf.
costs and expenses	(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment . (b) The costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.
countries covered	For insured incidents Uninsured 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.
DAS Standard Terms of Appointment	The terms and conditions (including the amount we will pay to an appointed representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an appointed representative the amount is currently £100 per hour. This amount may vary from time to time.
date of occurrence	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 first became aware of it.)
insured person	You , and any passenger or driver who is in or on the insured vehicle with your permission. Anyone claiming under this policy must have your agreement to claim.
insured vehicle	The motor vehicle(s) covered by the motor insurance policy to which this policy attaches. It also includes any caravan or trailer attached to the vehicle(s).
period of insurance	The period for which we have agreed to cover you .
preferred law firm	A law firm or barristers' chambers we choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an insured person's claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the DAS Standard Terms of Appointment .
reasonable prospects	The prospects that an insured person will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We , or a preferred law firm on our behalf, will assess whether there are reasonable prospects .
uninsured losses	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 to which this policy attaches.
we, us, our, DAS	DAS Legal Expenses Insurance Company Limited.
you, your	The person who has taken out this policy (the policyholder).

Welcome to DAS

Thank **you** for purchasing this DAS Drive Ultimate legal protection policy. **You** are now protected by the UK's leading specialist legal expenses insurer. If **you** are involved in a motor accident regarding the **insured vehicle**, **we** are here to help **you** 24 hours a day, 365 days a year.

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your** policy.

To make sure **you** get the most from **your DAS** cover, please take time to read this policy which explains the contract between **you** and **us**.

How we can help

If **you** are involved in an accident which was not **your** fault, **we** will help **you** recover **your uninsured losses** from the person who caused the accident by appointing a lawyer.

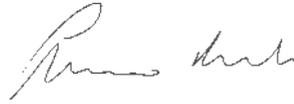
Uninsured losses could include the cost of repairing or replacing the **insured vehicle**, **your** motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

Where the driver at fault is uninsured or cannot be traced, **we** will assist **you** in making a claim to the Motor Insurers' Bureau.

When you need to make a claim

Phone **us** on **0800 783 6066** as soon as possible after **your** accident to speak to one of **our** dedicated customer claims handlers. If **you** are calling from outside of the UK, please phone **us** on **+44 29 2085 4069**.

Please do not ask for help from a lawyer before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.



Andrew Burke
Chief Executive Officer, DAS Group

DAS Head and Registered Office:
DAS Legal Expenses Insurance Company Limited |
DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | Company Number 103274 | Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

Legal protection: our agreement

We agree to provide the insurance described in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

- 1** **reasonable prospects** exist for the duration of the claim
- 2** the **date of occurrence** of the insured incident is during the **period of insurance**
- 3** any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**
- 4** the insured incident happens within the **countries covered**.

What we will pay

We will pay an **appointed representative**, on behalf of an **insured person**, **costs and expenses** incurred following an insured incident, provided that:

- (a) the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.
- (b) the most we will pay in **costs and expenses** is no more than the amount we would have paid to a **preferred law firm**. The amount we will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. The amount may vary from time to time.
- (c) in respect of an appeal or the defence of an appeal, the **insured person** must tell us within the time limits allowed that they want to appeal. Before we pay the **costs and expenses** for appeals, we must agree that **reasonable prospects** exist.
- (d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in **costs and expenses** is the value of the likely award.

What we will not pay

In the event of a claim, if an **insured person** decides not to use the services of a **preferred law firm**, they will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by us.

Insured incidents

1 Uninsured loss recovery and personal injury

What is covered

Costs and expenses incurred to recover **uninsured losses** after an event which causes:

- (a) damage to the **insured vehicle** or to any property belonging to an **insured person** in or on the vehicle; and/or
- (b) death or bodily injury to an **insured person** whilst travelling in or on the **insured vehicle**.

Policy exclusions

We will not pay for the following:

- | | |
|-----------------------------------|--|
| 1 Late reported claims | A claim where the insured person has failed to notify us of the insured incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or we consider our position has been prejudiced. |
| 2 Costs we have not agreed | Costs and expenses incurred before our acceptance of a claim. |
| 3 Court awards and fines | Fines, penalties, compensation or damages that a court or other authority orders an insured person to pay. |

- 4 Legal action we have not agreed** Any legal action an **insured person** takes that **we** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **appointed representative**.
- 5 Uninsured drivers** The **insured vehicle** being used by anyone, with **your** permission, who does not have valid motor insurance.
- 6 A dispute with DAS** A dispute with **us** not otherwise dealt with under policy condition 8.
- 7 Judicial review** **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 8 Nuclear, war and terrorism risks** A claim caused by, contributed to by or arising from:
- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 9 Litigant in person** Any claim where an **insured person** is not represented by a law firm or barrister.

Policy conditions

- 1 An insured person's legal representation**
- They will try to settle the **insured person's** claim by negotiation without having to go to court.
- (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as an **insured person's appointed representative** to deal with their claim.
 - (b) If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
 - (c) If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **we** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
 - (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
- 2 An insured person's responsibilities**
- (a) An **insured person** must co-operate fully with **us** and the **appointed representative**.
 - (b) An **insured person** must give the **appointed representative** any instructions that **we** ask them to.

3 Offers to settle a claim (a) An **insured person** must tell **us** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **our** written consent.

(b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.

(c) **We** may decide to pay the **insured person** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any claim in their name. The **insured person** must allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.

4 Assessing and recovering costs (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.

(b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

5 Cancelling an appointed representative's appointment If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if the **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

6 Withdrawing cover If an **insured person** settles or withdraws a claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses** **we** have paid.

7 Expert opinion **We** may require the **insured person** to get, at their own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8 Arbitration If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9 Keeping to the policy terms An **insured person** must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for, in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10 Cancelling the policy **You** can cancel this policy by telling **us** within 14 days of taking it out. Provided no claims have been made within that period, the person who sold **you** this policy will give **you** a full refund of the premium, subject to any separate charges that they may apply.

You may also cancel this policy at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

If the policy is cancelled after 14 days of taking it out, subject to the terms of business between **you** and the person who sold **you**

this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

11 Fraudulent claims **We** will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

- (a) a claim an **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

12 Claims under this policy by a third party Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13 Other insurances If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

14 Law that applies This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Data protection

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

Who we are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at dataprotection@das.co.uk

How we will use your information

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice **we** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

We will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via **our** website.

What is our legal basis for processing your information?

It is necessary for **us** to use the personal information to perform **our** obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

How long will your information be held for?

We will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If you no longer want **us** to use the personal data, please contact **us** at dataprotection@das.co.uk

to the Data Protection Officer:

Data Protection Officer
 DAS Legal Expenses Insurance Company Limited DAS
 House
 Quay Side Temple
 Back Bristol
 BS1 6NH

Or via email: dataprotection@das.co.uk

What are your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing

How to make a complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision.

The Information Commissioner can be contacted at:

Information Commissioner's
Office Wycliffe House
Water
Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk

How to make a complaint

We always aim to give you a high quality service. If you think we have let you down, you can contact us by:

- phoning **0344 8939013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**
- completing our online complaint form at **www.das.co.uk/about-das/complaints**

Further details of our internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**)

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**

Using this service does not affect your right to take legal action

Service, Exchange Tower, London, E14 9SR

COMPLAINTS PROCEDURE

Please note, your complaint needs to be referred to the FOS within six months of receiving our final response.

Our Promise

- We will acknowledge complaints promptly
- We will investigate quickly and thoroughly
- We will keep you informed of progress
- We will do everything to resolve your complaint fairly
- We will learn from our mistakes and use your feedback to continually improve our service

What to do if you have a complaint

If you have a complaint, please contact our **Compliance Team** on:

Tel: +44 (0) 203 207 6000

Email:

CustomerRelations@travelers.com

Address: The Compliance Team,
Travelers, Creechurch Place, Creechurch Lane,
London, EC3A 5AF

Quoting your policy number or claim reference helps us handle your complaint quickly. We will respond as promptly as we can.

If your complaint cannot be resolved to your satisfaction and you are an eligible complainant (a private individual or small business), you may refer your complaint to the Financial Ombudsman Service (**FOS**) whose contact details are:

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

Website: www.financial-ombudsman.org.uk

Address: Financial Ombudsman

This Motor Policy is underwritten by Travelers Insurance Company Ltd
Registered in England No. 0134343.

Registered Office: 23-27 Aile Street, London E1 8DS.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

TRV304112/19 SIC 224912/19

This Motor Policy is underwritten by Travelers Insurance Company Ltd
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TRV304112/19 SIC 224912/19

Motor Insurance Database

Information relating to motor insurance policies will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by Insurers, the Police, DVLA/DVANI, the Insurance Fraud Bureau or other bodies permitted by law for purposes including, but not limited to:

- i) Electronic Vehicle Licensing
- ii) Continuous Insurance Enforcement
- iii) Law enforcement (prevention, detection, apprehension and prosecution of offenders)
- iv) Obtaining information if you are involved in a road traffic accident (either in the UK, the EEA or certain other countries).

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized. You can check that your correct registration number details are shown on the MID at www.askmid.com

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TRV304112/19 SIC 224912/19

Travelers Insurance Company Ltd (No. **01034343**). Registered in England with registered office at at 23-27 Alie Street, London E1

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8DS

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