

PORSCHE

Porsche Car Insurance.

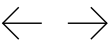
YOUR POLICY BOOKLET





Contents page

Welcome	4	Injury to you or your partner	24
Important information about your policy	5	Medical expenses.....	24
How to make a claim	6	Personal belongings.....	25
Important information.....	6	Child seat cover	25
Frequently asked questions.....	8	Emergency treatment	25
Why do you use an agreed value for Porsche Car Insurance	8	No claims history years.....	27
Electric cars	8	Glass.....	28
No claims history	8	Suspending cover.....	28
Your Porsche Car Insurance policy	10	Continental use.....	29
Information and changes we need to know about.....	11	Replacement locks	29
Policy definitions	14	Emergency power cover	30
Summary of cover.....	16	General exclusions	31
Loss of or damage to your car	17	General conditions.....	32
Your liability.....	21	Complaints procedure.....	36
		Legal expenses cover.....	38



Welcome

Your Porsche Car is a cherished possession. So make sure it is fully protected by the people who understand your needs better than anyone – Porsche.

Our exclusive Porsche Car Insurance is specially designed to take care of every detail and to deliver complete peace of mind.

- We offer a remarkable combination of cover and service, carefully designed with you and your Porsche in mind.
- With our agreed value cover you will always receive the full sum insured with no excess, not a depreciated 'market value'.
- If the value of your Porsche has increased since the value was agreed, with our extended replacement cover you will receive up to 150% of the agreed value. See Section 1 on page 17 for more information.
- We value your time. We aim to respond to claims within 24 hours and issue payment within 48 hours of approval, ensuring you have what you need, when you need it.

Porsche Car Insurance gives you access to a network of Porsche Recommended Repairers with highly trained technicians, and Porsche Genuine Parts and Paints, to make sure of the very best protection and attention to detail.

This policy document lays out the full scope of cover, so please take the time to read it through.

Important

Please report all incidents by calling us on **0333 043 3786** so we can tell you what to do next and help resolve any claim.

Important information about your policy

Who provides Porsche Car Insurance?

Porsche Insurance is a trading name of Volkswagen Financial Services (UK) Limited (VWFS), registered in England and Wales No. 2835230 (registered office: Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes, MK14 5LR). VWFS is authorised and regulated by the Financial Conduct Authority (FCA), registration number 311988.

Porsche Car Insurance is sold and administered by Carbon Insurance Brokers, a trading name of Lawshield UK Limited, registered in England and Wales No. 3360532 (registered office: 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, WA1 1RL). Lawshield UK Limited is authorised and regulated by the FCA, registration number 306793.

Porsche Car Insurance is underwritten by Chubb European Group SE.

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. UK Establishment address: 40 Leadenhall Street, London, EC3A 2BJ. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

Authorisation can be found on the Financial Conduct Authority website (FS Register number 820988).

Volkswagen Financial Services (UK) Limited, Lawshield UK Limited and Chubb European Group SE are not part of the same corporate group.

Getting in touch

You can contact **us** at:

Porsche Car Insurance
850 Ibis Court
Lakeside Drive
Centre Park
Warrington
WA1 1RL

Phone: 0333 043 3786

Email: customersupport@insurewithporsche.co.uk

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 **your** insurance adviser.

How to make a claim

Call the 24-hour claims helpline on 0333 043 3786

Call this number following an incident to make a claim or for glass breakage or damage.

If **you** need to make a claim outside of the UK, please call the 24-Hour European Claims Helpline on +44 (0)1925 428846.

We will look after **you** throughout **your** entire claim, liaising with any third parties and Porsche Recommended Repairers. For **your** peace of mind, labour and Porsche Genuine Parts are covered by a two-year warranty (excluding wear and tear), on repairs carried out on **your** Porsche by Porsche Recommended Repairers.

An Incident Manager will record the details of the incident you describe. They will be able to confirm:

- Whether **your** policy covers you for the incident
- Any excess that **you** will have to pay
- All the steps involved in the process of making a claim

If required, **your** Incident Manager will arrange for the vehicle to be recovered and a safe passage home or completion of **your** car journey for **you** and **your** passengers.

If the incident is not covered under **your** policy **we** can still arrange to assist **you** however, a charge will be made.

Important information

Please report all incidents to **us** immediately so **we** can tell **you** what to do next and help resolve any claim. Where possible, please have **your** policy number ready (as shown in **your policy schedule**).

This will enable **your** Incident Manager to find **your** records quickly and provide the level of service that **you** expect.

If **you** receive any contact from another party in relation to **your** claim please re direct this to **us** and **we** will handle it on **your** behalf.

Useful phone numbers

For general policy enquiries, to make an amendment to **your** policy, or to make a claim please call: 0333 043 3786.

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



Frequently asked questions

Why do you use an agreed value for Porsche Car Insurance?

At Porsche Insurance we understand that many Porsche cars have unique values and sell in individual markets. To make the claims experience easier for all customers we agree a value for each car up front when you purchase a policy, and then again at each renewal, so that there are no surprises at the point of claim.

Coupled with our extended replacement cover this means that in the event of a total loss, Porsche Car Insurance customers will always (subject to the conditions below) receive a payment sufficient to purchase another Porsche of the same model, age and condition.

What if my car has increased in value, and is worth more than the agreed value at the time of an incident?

Your Porsche Car Insurance policy includes extended replacement cover.

If:

- The cost of replacing **your car** shown in **your policy schedule** exceeds the sum insured for **your car**, which is the subject of the claim;
- **Your car** shown in **your policy schedule** is less than 15 years old; and
- The sum insured for **your car** shown in **your policy schedule** is less than £500,000,

we will pay the cost of replacing **your car** shown in **your policy schedule** with a **Porsche car** of the same model, specification, mileage and age, and in the same condition as **your car** immediately prior to the covered loss, up to 150% of the **sum insured** shown in **your policy schedule** for **your car**, which is the subject of the claim.

Electric cars

Is my electric car's battery covered?

Damage to **your car's** battery is covered should it be damaged as a result of an insured incident, such as an accident, vandalism, or theft damage. Cover applies whether **your** battery is owned or leased.

Are my electric car's charging cables covered?

Charging cables and **your** home charger are considered an accessory to **your car**, which means they are covered for accidental damage, fire and theft. **You** are also covered for any accidents involving any charging cables when they are attached to **your car** (for example, someone tripping over the charging cable), as long as **you** have taken reasonable steps to prevent such an accident.

What if there is a prolonged power cut at my house and my car has low charge?

If due to storm or flood **your** home is without power, and **you** are unable to charge **your** electric car for a period in excess of 24 hours, **we** will reimburse **you** up to £1,000 for the reasonable cost **you** incurred to purchase a **generator system**.

No claims history

Why do you not use No Claims Discount?

At Porsche Insurance **we** prefer to use the information that **you** provide to **us**, and **our** extensive experience, to give **you** the best prices for **our** specialist Porsche cover, rather than rely on no claims discounts. **You** can rest assured that **we** take into account **your** whole driving experience when pricing **your** Porsche Car Insurance **policy**.

How does no claims history work?

We are aware that in the event **you** wish to obtain cover with another provider, they will require a proof of no claims history in order for them to apply a no claims discount (NCD). We calculate **your** no claims history in order that **you** can use this to provide another insurer with a statement of no claims years, made against **your policy**.

If no claims are made against **your policy**, **your** no claims history will be increased by one year at the renewal date. However, if a claim is made against **your policy**, we may reduce **your** no claims history years.

No claims history at the start of each period of insurance:	No claims history at the next renewal date following:		
	1 claim	2 claims	3+ claims
0 years	Nil	Nil	Nil
1 year	Nil	Nil	Nil
2 years	Nil	Nil	Nil
3 years	1 year	Nil	Nil
4 years	2 years	Nil	Nil
5, 6, 7, 8 or 9 years	3 years	1 year	Nil

Can I protect my no claims history?

If you are eligible, you will be able to protect your no claims history. This will be subject to payment of an additional premium. For more information please refer to **your policy schedule**.

Does this policy cover my car for track days?

This **policy** does not provide any cover for track days. However, **we** can consider providing cover for organised track days, including attending the Porsche Experience Centre, for Porsche Car Insurance **policyholders** on request. Please contact **us** if you are planning to attend a track day.

Your Porsche Car Insurance policy

Wherever words or phrases appear in bold in this **policy** booklet, they will have the meanings described in the **policy** definitions section starting on page 14, unless otherwise shown for any **policy** section.

This **policy** booklet forms part of **your** legal contract with **us** and explains exactly what cover is provided. **Your policy schedule** shows the level of cover **you** have chosen.

This is **your policy** booklet which should be read alongside **your** most recent **policy schedule**, **certificate of insurance**, any **amendment to cover notices** and any **endorsements**. Together they form the contract between **you** and **us**. They explain in detail the covers as well as any conditions **you** must comply with.

Please take the time to read and understand the documentation. If there is anything that needs clarifying, please contact **us**.

Your policy booklet details all the covers available when **you** purchase a Porsche Car Insurance **policy** from **us**. **You** may not have all the covers available; **your policy schedule** and **certificate of insurance** will show **you** which covers **we** are providing and the sums insured where appropriate.

At renewal of **your policy**, **you** will be provided with an updated **policy schedule** and **certificate of insurance**. If there have been any changes to the cover provided under **your policy**, **you** will receive either an **amendment to cover notice** or a new **policy** booklet. **You** are advised to keep **your policy schedule**, **policy** booklet, **certificate of insurance**, **amendment to cover notices** and **endorsements** in a safe place.

Use of language

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

Choice of law

You and **we** are free to choose the law applicable to this **policy**. **We** propose to apply the laws of England and Wales unless, at the effective date of the **policy**, the **policy** covers vehicles registered in the Crown dependencies of Jersey, Guernsey or the Isle of Man, in which case the law of the respective Crown dependency will apply to those. By taking out this **policy you** have agreed to this.

Your cancellation rights

You have a statutory right to cancel **your** policy within 14 days from the day of purchase, or renewal of the contract, or the day on which **you** receive the **policy** or renewal documentation, whichever is the later. If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover. To cancel, please contact **us**.

If **you** do not exercise **your** right to cancel **your** policy, it will remain in force and **you** will be required to pay the premium. For **your** cancellation rights outside the statutory cooling off period, please refer to the **Policy** conditions section of this **policy** booklet.

Making a complaint

We aim to provide customers with the highest possible level of service at all times. If **you** are unhappy with the service provided for any reason or have cause for complaint, please, in the first instance, contact **us** on 0333 043 3786. Full details on our complaints procedure can be found on page 35.

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, PO Box 300, Mitcheldean, GL17 1DY.

Phone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary depending on **your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **our** joint protection phone calls may be recorded and/or monitored.

Data protection notice

We use personal information which **you** supply to **us** in order to write and administer this **policy**, including any claims arising from it. This information will include basic contact details such as **your** name, address, and **policy** number, but may also include more detailed information about **you** (for example, **your** age, health, details of assets, claims history) where this is relevant to the risk **we** are insuring or to a claim **you** are reporting.

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

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

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

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 contact **us** immediately to let **us** know if there are any changes to the information set out in the application and/or statement of fact document, **certificate of insurance** or on **your policy schedule**. **You** must also contact **us** immediately to let **us** know 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 **we** are informed 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.

Thank **you** for choosing Porsche Insurance to provide **your** Porsche Car Insurance.



Policy definitions

Agreement

We agree to provide the insurance described in this **policy** in return for **your premium** and compliance with all the **policy** conditions.

Policy definitions

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

Accessories means parts of **your car** which are not directly related to how it works as a **car**. This includes electric charging cables and the charger installed at your home, audio equipment, multimedia equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems.

Agreed mileage means the maximum mileage shown in **your** most recent **policy schedule** that **your car** may be driven within the **policy period**.

Agreed value means the **amount of cover** for **your car** shown in **your policy schedule**.

Amendment to cover notice means the most recent document of this name issued by **us** to **you**.

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

British Isles means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

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

Certificate of insurance means the current document that proves **you** have the motor insurance required by the **Road Traffic Acts** to use **your car** on a road or other public place. It shows who can drive **your car**, and what **you** can use it for and whether **you** are allowed to drive other cars. The **certificate of insurance** does not show the cover provided.

Clause means changes in the terms of **your policy**. These are shown in your **policy schedule**.

Declared garaging address means the address shown on **your** proposal form or **your** statement of fact showing where **your car** is kept.

Driver means any permitted user legally entitled to drive in accordance with the **certificate of insurance**.

Endorsement means a written modification to this **policy** issued by **us** to **you**.

Excess means the amount **you** must pay towards any claim.

Fire means fire, self-ignition, lightning and explosion.

Green Card means a document required by certain non-EU countries to provide proof of the minimum compulsory insurance cover required by law to drive in that country.

Hazardous locations means:

- 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

Ignition keys means any key, device or code used to secure, gain access to and enable your car to be started and driven.

Loss of any limb means severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

Personal belongings means personal property within **your car**. This includes portable audio equipment, multimedia equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to your car.

Policy means **your** entire Porsche Car Insurance **policy**, including the **policy schedule**, the **certificate of insurance**, **amendment to cover notice** and **endorsements**.

Policy period means the effective dates of this **policy** as shown in the **policy schedule**. The effective date begins at the time shown on the **certificate of insurance** and ends at 00.01 GMT, or BST if that applies, at the mailing address shown.

Policy schedule means the most recent **policy schedule** **we** issued to **you**.

Porsche Recommended Repairer means a facility approved by Porsche for the repair, damage assessment and/or storage of **your car**.

A Porsche Recommended Repairer must consistently maintain their compliance with the required training, tooling and equipment standards as well as adhering to the repair processes as set out by Porsche AG for the repair of its vehicles. All of the repair facilities are independently audited and continuously monitored for compliance to the Porsche Body and Paint Operating Standards by Porsche Cars Great Britain.

Repair quality means bodywork repairs, paint repairs and workmanship (the work carried out by skilled technicians) on repairs to **your car** by a **Porsche Recommended Repairer**.

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

Sum insured means the sum insured for **your car(s)** as shown in **your policy schedule**. **You** agree that **we** may change the sum insured when the **policy** is renewed to reflect current costs and values.

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

Theft means theft, attempted theft or taking your car without your consent.

We, our and **us** means Carbon Insurance Brokers, a trading name of Lawshield UK Limited, and Chubb European Group SE or any other member insurer of the Chubb Group of Companies.

Your car means:

- Any vehicle described in **your policy schedule** for which a **certificate of insurance** has been issued, and which bears the registration mark of that vehicle, and which belongs to **you** or is under a hire purchase agreement or is leased to **you**. This also includes its **accessories** and spare parts, whether they are on or in the car, or in **your** locked private garage.
- Any motor vehicle loaned to **you** or a permitted driver shown on **your certificate of insurance** by a supplier **we** have nominated following a claim under **your policy**.
- Any motor vehicle loaned to **you** or a permitted driver shown on **your certificate of insurance** for up to seven days by a garage, motor engineer or vehicle repairer while the vehicle described in **your policy schedule** is being either serviced, repaired or having an MOT test.

You, the insured, policyholder, and **your** means the person named in **your policy schedule** and a spouse or partner who permanently resides with that person.

Summary of cover

	Cover	Comprehensive	Page Number
FAQs	Electric cars	✓	8
Section 1	Loss of or damage to your car	✓	17
	Agreed value	✓	17
	Extended replacement cover	✓	17
	Vehicle recovery in the event of an accident, fire, or theft	✓	17
	Repair guarantee	✓	18
	Courtesy car	✓	18
	New car replacement	✓	19
	Excess including where excess will not apply	✓	19
	Uninsured driver promise	✓	19
Section 2	Your liability	✓	21
	Driving other cars	✓	21
	Liability of other persons driving or using your car	✓	21
	Legal personal representatives	✓	22
	Legal costs	✓	22
	Cross liability and application of limits	✓	22
	Duty of care – driving at work, legal costs	✓	22

	Cover	Comprehensive	Page Number
Section 3	Injury to you or your partner	✓	24
Section 4	Medical expenses	✓	24
Section 5	Personal belongings	✓	25
Section 6	Child seat cover	✓	25
Section 7	Emergency treatment	✓	25
Section 8	No claims history years		27
Section 9	Glass	✓	28
Section 10	Suspending cover	✓	28
Section 11	Continental use – compulsory insurance requirements	✓	29
	Continental use – full cover in any country in the territorial limits	✓	29
Section 12	Replacement locks	✓	29
Section 13	Emergency power cover	✓	30
Section 17	Legal expenses cover	✓	38

Comprehensive vehicle cover

Section 1

Loss of or damage to your car

If **your car** is lost, stolen or damaged, we will:

- Pay for **your car** to be repaired; or
- Replace **your car**; or
- Pay **you** a cash amount equal to the loss or damage.

We will use genuine parts from the original manufacturer wherever possible, but if not available, **we** may use suitable parts or accessories from alternative suppliers.

The same cover also applies to:

- **Accessories**, spare parts and components for **your car** while these are in or on **your car** or while in **your** private garage.

The most **we** will pay will be the **agreed value** of **your car**, or the higher amount if the **extended replacement cover** clause applies, at the time of the loss.

If we know that **your car** is still being paid for under a hire purchase or leasing agreement **we** will pay any claim to the owner described in that agreement.

Our liability under this section will then end for that claim.

Extended replacement cover

However if:

- The cost of replacing **your car** shown in **your policy schedule** exceeds the sum insured for **your car** which is the subject of the claim;
- **Your car** shown in **your policy schedule** is less than 15 years old; and
- The sum insured for **your car** shown in **your policy schedule** is less than £500,000, **we** will pay the cost of replacing the **car** shown in **your policy schedule** with a **Porsche car** of the same model, specification, mileage and age, and in the same condition as **your car** immediately prior to the covered loss, up to 150% of the **sum insured** shown in **your policy schedule** for **your car** which is the subject of the claim.

Vehicle recovery in the event of an accident, fire or theft

In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man **we** can arrange for the protection and removal of **your car**. In the event of an incident please ring our motor claims helpline and **we** will arrange for the following:

- Someone to come out and help. If **your car** cannot be made roadworthy immediately it will be taken to the nearest **Porsche Recommended Repairer**.
- **Your car** can be taken to a repairer of **your** choice if this is nearer, but this may lead to delays in arranging the repairs to **your car**. **We** do not provide a courtesy car if **you** decide to use a repairer of **your** choice, even if the courtesy car option is shown in **your** schedule.
- Transport home or completion of journey for the driver and passengers
- The onward transmission of any messages on your behalf.
- Delivery of **your car** back to **your** address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man after the repairs have been carried out.

In providing accident recovery assistance **we** will use our reasonable care and skill when providing the service. **We** can, however, cancel services or refuse to provide them if, in our opinion, the demands made are excessive, unreasonable or impractical.

Repair Guarantee

We will provide a lifetime guarantee on repair quality carried out on **your car** by a **Porsche Recommended Repairer** for as long as **your car** is continuously insured with us by **you** and maintained in a roadworthy condition.

If a valid contract of insurance is no longer held with **us**, **we** will continue to guarantee the **repair quality** carried out on **your car** by a **Porsche Recommended Repairer** for a period of three years from the date of completion of the repairs or for the remainder of the original manufacturer's warranty for **your car** if greater than three years.

All parts fitted to **your car** by a **Porsche Recommended Repairer** will be covered for two years.

Exclusion to Repair Guarantee

We will not pay for damage under the **Repair Guarantee** arising from deterioration and wear and tear or parts and component failures.

Courtesy car

A courtesy car can be provided to reduce **your** inconvenience following a claim. It is not intended to be an exact replacement for **your car**. Only persons named on the **certificate of insurance** as being entitled to drive **your car** are covered to drive the replacement courtesy car. Please note that a courtesy car cannot be provided until your claim has been accepted and cover has been confirmed.

If **your car** cannot be used because of a covered loss, **we** will provide **you** with a courtesy car for the period of time that **your car** is being repaired or until the theft claim is settled.

If the courtesy car provided by the repairer is not satisfactory to **you**, **we** will provide **you** with a hire car. **We** will fund the cost of such a **car** for the period of time that **your car** is being repaired, up to a maximum of £5,000.

If **your car** is immobile or not roadworthy **we** aim to provide a courtesy or hire car within one working day. However if an incident occurs during a weekend or on a bank/public holiday, it may not be possible to provide a courtesy car until the following normal working day.

In order to avoid undue delays, please advise **us** during the early stages of **your** claim if an automatic transmission courtesy car is required. Automatic courtesy cars can be supplied, providing the car being repaired is an automatic

Where a courtesy car is not available and **your car** has been stolen or deemed a total loss, please refer to Section 17 Legal expenses cover, specifically Section 3: Hire vehicle insurance, for additional replacement vehicle options.

We will not be responsible for:

- The cost of fuel used
- Collection and delivery charges (if they apply)
- Any charges for fitting accessories or personal belongings
- Any excess which would have applied to **your car** which is temporarily replaced
- All charges and costs where the courtesy car is not returned by the end of the maximum benefit period provided for under this policy

Courtesy cars supplied under this section will be of a standard type and will not include:

- Specialised vans such as pick-up trucks, tippers or refrigerated vans, or
- Any provision for towing, or
- Any trailers or caravans.

Returning courtesy cars – the courtesy car will be supplied on the condition that it is returned to the depot which supplies it unless alternative arrangements have been made with the supplier.

If the repairer chosen is not a **Porsche Recommended Repairer**, a courtesy car will not be provided.

New car replacement

We will replace **your car** with a new Porsche of the same model and specification (if one is available in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man) if, within 12 months of **you** or **your** partner buying **your car** from new:

- Any repair cost or damage in respect of any one claim covered by **your policy** is more than 60% of **your car's** list price in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man (including car tax and VAT) when **your car** was purchased, or
- **Your car** is stolen and not recovered.

We will only replace **your car** if **you** or **your** partner:

- Buy it under a hire purchase agreement or another type of agreement where ownership passes to **you** or **your** partner and the Financing company agrees, and
- Are the first registered keepers of **your car**, or are the second registered keepers of **your car**, where **your car** has been pre-registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by **you** or **your** partner, the mileage was less than 250 miles.

Cars sold as ex-demonstrators and 'nearly new' do not qualify for replacement under this section.

Important note: If **you** or **your car** do not meet the qualifying criteria set out for new **car** replacement, or **you** do not wish us to replace **your car** with a new Porsche of the same model and specification, the most **we** will pay is the **agreed value of your car** at the time of loss or damage.

Total loss

If the vehicle is stolen or totally destroyed, **we** will pay up to the amount of cover shown in **your policy** schedule. However, **we** will reduce **our** payment by any amount paid for a previous loss to that vehicle if the damage was not repaired.

A vehicle is considered totally destroyed when the salvage value plus the repair costs (labour and parts of like kind and quality without deduction for depreciation necessary to repair the vehicle) are equal to or greater than the amount of cover for the vehicle as shown in **your policy** schedule. The salvage value will be determined by **us** in accordance with the ABI Code of Practice for the Disposal of Motor Vehicle Salvage. Provided legislation and the ABI Code of Practice for the Disposal of Motor Vehicle Salvage allows, when **we** pay for a total loss **you** have the option to keep the salvage of **your** vehicle at no cost to **you**. This applies to the vehicle(s) listed on **your policy** schedule with a value of £250,000 or less. When **we** pay for a total loss, for vehicle(s) listed on **your policy** schedule with a value over £250,000, the salvage becomes **our** property. **You** will have the option to purchase the salvage from **us**.

A vehicle is considered stolen when the entire vehicle is stolen and not recovered within 30 days. If a stolen vehicle is recovered, **we** may return it to **you** at the address shown in **your policy** schedule. If **we** return a stolen vehicle, **we** will pay for any covered damage resulting from the theft.

When we pay for a total loss, we will deduct from the amount payable to you any amount required to be paid to discharge any outstanding finance agreement associated with the vehicle.

Excesses

If **your car** is lost, stolen or damaged the **excess** shown in **your policy schedule** must be paid, no matter how the loss or damage happened.

An additional **excess** of £200 will apply as well as any other **excess** for damage claims, while the person driving **your car** is aged 21 to 24.

The **excess** applied to glass claims can be found in Section 9 – Glass, of this policy booklet.

Your excess will not apply if **your car** is:

- A total loss;
- Locked in **your** declared garaging address at the time of the covered theft or attempted theft loss;
- In the care of a garage or similar motor trade organisation for servicing, restoration or repair; or
- In the care of a hotel or restaurant valet service for the purpose of parking.

Uninsured driver promise

If the driver of **your car** is involved in an accident caused by an uninsured driver, we will refund the amount of any **excess** **you** have had to pay.

We must be provided with the:

- 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.

Exclusions to Section 1

We will not pay for:

- 1) Loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually
- 2) Mechanical, electrical or electronic failure, breakdown or breakage
- 3) Computer and equipment failure or malfunction
- 4) Loss or damage arising from theft while:
 - a. The ignition keys of **your car** have been left in or on **your car**
 - b. **Your car** has been left unattended with the engine running
- 5) Damage to tyres by braking or by punctures, cuts or bursts
- 6) Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- 7) Loss of value following repair
- 8) Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority
- 9) Loss or damage caused directly or indirectly by fire if **your car** is equipped for the cooking or heating of food or drink.

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 an accident causing:

- 1) Another person's death or injury
- 2) Damage to another person's property up to a maximum amount of £20,000,000 (excluding claimant's costs and expenses and any other costs and expenses), and claimant's costs and expenses and any other costs and expenses up to £5,000,000, incurred with **our** written consent in relation to that person's property by:
 - a. **Your car**, including loading and unloading.
 - b. Any trailer while it is being towed by **your car**.

The amount payable under (2) above for damage to property is limited to £1,200,000 while **your car** is:

- Carrying any high category hazardous goods
- Being used or driven at any hazardous locations other than in an area designated for access or parking by the general public

Driving other cars

This cover is for the **policyholder** only

We will insure **you** while **you** are driving any other car within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- The car does not belong to **you** or is not hired to **you** under a hire purchase agreement
- **You** are driving the car with the owners express consent
- **You** still have **your car** and it has not been damaged beyond cost effective repair
- **You** are aged 25 or above at inception or renewal of this **policy**
- **Your certificate of insurance** indicates that **you** can drive such a car.

Important note: The cover provided whilst **you** are driving any other car is for third party only.

Liability of other persons driving or using your car

Cover under this section will also apply on the same basis, for the following persons:

- Any person **you** give permission to drive **your car** provided that **your certificate of insurance** allows that person to drive **your car**.
- Any passenger travelling in 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, as long as **your certificate of insurance** allows business use.

This does not apply if:

 - 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 or her legal personal representatives against any liability that the deceased person had, which is covered by this section.

Legal costs

We will pay the fees and disbursements of any legal representative **we** agree to, to defend anyone **we** insure under this section, following any incident which is covered under this section:

- a. At a coroner's inquest
- b. At a fatal accident inquiry
- c. In any proceedings brought under the Road Traffic Acts or equivalent European Union legislation

We will not pay representation for:

- a. A plea of mitigation
(unless the offence **you** are charged with carries a custodial sentence).
- b. Appeals.

Cross liability and applications of limits

Where there is more than one person or company covered within the terms of **your policy**, cover under **your policy** will apply as if each one had been issued with their own separate Chubb **policy**. However the most **we** will pay for all claims arising from one originating cause in respect of damage to another person's property will not exceed the amount shown in Section 2 – **Your** liability.

Duty of care – driving at work, legal costs

We will pay:

- 1) **Your** legal fees and expenses incurred with **our** written consent for defending proceedings including appeals
- 2) Costs of prosecution awarded against **you** arising from any health and safety inquiry or criminal proceedings for any breach of the:
 - a. Health and Safety at Work etc. Act 1974
 - b. Health and Safety at Work (Northern Ireland) Order 1978
 - c. Corporate Manslaughter and Corporate Homicide Act 2007

We will not pay:

- 1) Unless the proceedings relate to an actual or alleged act, omission or incident committed during the period of insurance within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and in connection with the business.
- 2) Unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the **Road Traffic Acts**.
- 3) In respect of proceedings which result from any deliberate act or omission by **you** or any person insured.
- 4) Where cover is provided by another insurance policy.

The limits of cover in respect of such legal fees, expenses and costs are:

- a. Health and Safety at Work etc. Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – £100,000
- b. Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited

Exclusions to Section 2

We will not pay for:

- 1) Any claim if any person insured under this section does not keep to the terms, exclusions and conditions of this **policy**. The cover will also not apply if the **insured** person can claim under another policy.
- 2) The death of, or injury to any employee of the person insured which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the **Road Traffic Acts**.
- 3) Loss or damage to property that:
 - a. Belongs to or is in the care of any person **insured** who claims under this section, or
 - b. Is being carried in **your car**.
- 4) Damage to any motor vehicle covered by this section.
- 5) Loss, damage, injury or death while any motor vehicle is being used on:
 - a. That part of an aerodrome or airport used for aircraft taking off or landing,
 - b. Aircraft parking areas including service roads
 - c. Ground equipment parking areas, or
 - d. Any parts of passenger terminals within the Customs examination area, unless **we** must provide cover under the **Road Traffic Acts**.
- 6) 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 such consequence has been contributed to by any other cause or event, except to the extent that **we** must provide cover under the **Road Traffic Acts**:
 - a. Terrorism, which is defined as any act or acts including, but not limited to the threat of such 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 in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes.

- b. Any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of 6 (a) and (b), where **we** must provide cover under the **Road Traffic Acts** the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a motor vehicle or motor vehicles driven or used by **you** or any **named driver**, 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.
 - 8) Death or injury of any person caused by:
 - a. Food poisoning, or
 - b. Anything harmful contained in goods supplied, or
 - c. Any harmful or incorrect treatment given at or from **your car**.

Section 3

Injury to you or your partner

If **you** or **your** partner suffer accidental bodily injury in direct connection with **your car** or while getting into, out of or travelling in any other motor vehicle, not belonging to **you** or hired or leased to **you** under a hire purchase or lease agreement, **we** will pay £10,000 if, within three months of the accident, the injury is the sole cause of:

- Death,
- Irrecoverable loss of sight in one or both eyes or total and permanent loss of hearing in one or both ears,
- 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** partner have any other policies with **us** in respect of any other motor vehicle or motor vehicles the injured person will only be able to claim these benefits under one policy.

The cover under this section applies irrespective of fault.

Exclusions to Section 3

We will not pay for death or bodily injury arising from suicide or attempted suicide.

Section 4

Medical expenses

If **you** or any other person in **your car** is injured as a direct result of your car being involved in an accident, **we** will pay for:

- The medical expenses arising in connection with that accident.
The most **we** will pay for each injured person is £1000.

The cover under this section applies irrespective of fault.

Exclusions to Section 4

We will not pay for any physiotherapy treatment.

Section 5

Personal belongings

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

The maximum amount payable for any one incident is £1000. A claim can only be made under this section when also making a valid claim which is accepted under Section 1 – Loss of or damage to **your car**.

Exclusions to Section 5

We will not pay for:

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

Section 6

Child seat cover

If child seat(s) are fitted in **your car** and **your car** is involved in an accident or damaged following **fire** or **theft** we will contribute up to £600 per child seat towards the cost of a replacement even if there is no apparent damage. A claim can only be made under this section when also making a valid claim which is accepted under Section 1 – Loss of or damage to **your car**.

Section 7

Emergency treatment

We will reimburse any person using **your car** for payments made under the **Road Traffic Acts** for emergency medical treatment.

Vehicle recovery in the event of illness

If the permitted driver of **your car** as shown on **your certificate of insurance** is taken seriously ill requiring treatment from a qualified medical practitioner and cannot continue their journey, **we** will transport **your car** to **your** home or single address anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

A medical certificate must be produced prior to the provision of this service. A claim solely under this section will not affect **your** no claims history.

Exclusions to Section 7

We will not pay for:

- Any incident which occurs outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- Any **event of illness** where **your car** is within a quarter of a mile of **your** home address or place where **your car** is usually kept
- Any incident where **your car** is disabled, has suffered mechanical or electrical breakdown or failure, or is unroadworthy
- Any incident directly caused by or due to the effects of alcohol and/or drugs.



Section 8

No Claims History Years

If no claim is made under **your policy** during the **period of insurance**, **we** will increase **your** no claims history years at **your** next renewal. Where a claim has been made, **we** may reduce **your** no claims history years.

If a claim is made which is not **your** fault and **we** have to make a payment, **we** will reduce **your** no claims history years unless **we** can recover all sums **we** have paid from those responsible, except where:

- The accident was not **your** fault and the driver who caused it was uninsured and **you** have provided us with:
 - The vehicle registration and the make/model of the other vehicle, and
 - The other vehicle's driver's details, or
- **You** have protected your no claims history as shown in **your policy schedule**.

If **your** renewal is due and investigations into a claim are still on-going, **we** may reduce **your** no claims history years. Once **our** investigations are complete and **we** have confirmed that the accident was solely the fault of another driver, **we** will restore **your** no claims history years and refund any extra premium **you** have paid.

We do not grant increases in no claims history years for policies running for less than twelve months. If **we** allow **you** to transfer this **policy** to another person, any no claims history years **you** have already earned will not apply to the person to whom the **policy** is being transferred.

We will not reduce your no claims history years where the only payments made are for:

- Emergency medical treatment under the **Road Traffic Acts** and vehicle recovery in the event of illness as provided under Section 7 – Emergency treatment.
- Repairing or replacing glass in **your car's** windscreen, sunroof or windows (or for any scratches on the bodywork caused directly by the broken glass) under Section 9 – Glass.
- Replacing locks, alarms or immobilisers following **your** ignition keys being lost or stolen as provided under Section 12 – Replacement locks.

Third parties may claim directly against us as insurer in the event of an accident involving **your car** as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** deal with any claim subject to the terms and conditions of **your policy**. This may affect **your** no claims history years.

You are reminded of **your** responsibilities to report any accident, injury, loss or damage to **us** as soon as possible so **we** can tell **you** what to do next and help resolve any claim.

Section 9

Glass

We will pay for the replacement or repair of the glass in **your car's** windscreen, sunroof or windows if it is lost or damaged or the bodywork of **your car** suffers scratching arising solely from the breakage of glass.

You must telephone **our** motor claims helpline on 0333 043 3786 before any work is carried out. **We** will direct you to a **Porsche Recommended Repairer**.

You will have to pay the first £75 of the cost of glass replacement. If the glass is repaired rather than replaced the **excess** will not apply.

A claim solely under this section will not affect **your** no claims history years.

Section 10

Suspending cover

Where **we** are informed that **your car** will be out of use for a continuous period of 28 days or more, and this is not the result of any loss or damage covered by this policy, all cover provided by this **policy** will be of no effect other than Section 1 – Loss of or damage to **your car**, provided **your car** is kept in a locked private garage. **We** may refund part of **your** premium for the laid-up period; **we** will pay this refund when cover begins again.

A refund of premium is not allowable under a policy where:

- The total period of cover is less than 12 months, or
- **Your certificate of insurance** is not returned to us or surrendered at the commencement of the laid-up period.

Exclusions to Section 10

We will not pay for:

- 1) Loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually
- 2) Mechanical, electrical or electronic failure breakdown or breakage
- 3) Computer and equipment failure or malfunction
- 4) Loss or damage arising from theft while:
 - a. The ignition keys of **your car** have been left in or on **your car**
 - b. **Your car** has been left unattended with the engine running
- 5) Damage to tyres by braking or by punctures, cuts or bursts
- 6) Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- 7) Loss of value following repair
- 8) Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority
- 9) Loss or damage caused directly or indirectly by **fire** if **your car** is equipped for the cooking or heating of food or drink.

Section 11

Continental use – compulsory insurance requirements

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 of Article 8 of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

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

- **Your car** normally being kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- 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 three months in any one trip.

Cover includes:

- Transit between countries within the **territorial limits**.
- Reimbursement of any customs duty **you** may have to pay on **your car** after its temporary importation into any country within the **territorial limits**, subject to **your** liability arising as a direct result of any loss of or damage to **your car** which is covered under Section 1 – Loss of or damage to **your car**.
- General Average contributions, Salvage, Sue and Labour charges **while your car** is being transported by sea between any countries within the **territorial limits**, provided that the loss of or damage to **your car** is covered under Section 1 – Loss of or damage to **your car**.

If you take your car abroad

All countries within the **territorial limits** have agreed that a Green Card is not necessary for cross border travel. **Your certificate of insurance** provides sufficient evidence of compliance with the laws on the minimum compulsory insurance of motor vehicles in any of these countries visited.

There is no cover for countries outside the **territorial limits**. **We** may, however, be prepared to extend cover to certain places by special request, in which case **we** will provide **you** with a Green Card and an additional premium will be required.

Section 12

Replacement locks

If **your** ignition keys are lost or stolen **we** will pay the cost of replacing the:

- Affected locks,
- Lock transmitter and central locking interface,
- Affected parts of the alarm and/or immobiliser,

provided that it can be established to **our** reasonable satisfaction that the identity or garaging address of **your car** is known to any person who may have stolen or found **your** ignition keys and, the value of the claim does not exceed the **agreed value of your car**.

In the event of any claim under this section, the courtesy car and hire car benefits under Section 1 – Loss of or damage to **your car**, will apply.

Your no claims history years will not be affected and no excess is applicable when making a claim under this section.

Section 13

Emergency power cover

If due to storm or flood **your** home is without power, and **you** are unable to charge **your** electric car for a period in excess of 24 hours, **we** will reimburse **you** up to £1,000 for the reasonable cost **you** incurred to purchase a generator system.

Generator system means a generator that can supply backup electricity to maintain essential services for **your** house or other permanent structures when there is a loss of electrical power.



Section 14

General Exclusions

General exclusions apply to the whole of your policy

We will not pay for:

- 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 insurance**; or
 - b. Driven by, or is in the charge of any person for the purposes of being driven who, or
 - Is not described under the section of your **certificate of insurance** headed 'Person or classes of persons entitled to drive'; or
 - Does not have a valid and current licence to drive **your car**; or
 - Is not complying with the terms and conditions of the licence; or
 - Does not have the appropriate licence for the type of vehicle.

We will not withdraw this cover:

- While **your car** is in the custody and control of:
 - A member of the motor trade for the purposes of maintenance or repair; or
 - An employee of a hotel or restaurant or car parking service.
 - If the injury, loss or damage was caused as a result of the **theft of your car**.
 - By reason of the person driving not having a driving licence, if you had no knowledge of such deficiency.
- 2) Any liability **you** have agreed to accept to the extent **you** would have had 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:
 - Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - The radioactive, toxic explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4) 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 such consequence has been contributed to by any other cause or event:
 - a. War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, assuming the proportions of or amounting to an uprising, military or usurped power.
 - b. Any action taken in controlling, preventing, suppressing or in any way relating to (a) above, except to the extent that it is necessary to meet the requirements of the **Road Traffic Acts**.
- 5) Any accident, injury, loss or damage if **your car** is registered outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- 6) Any deliberate or reckless act, caused by **you** or any person entitled to drive.
- 7) Vehicles used for a fee:

We do not cover any loss or damages arising out of the ownership or operation of a vehicle or covered vehicle while it is being used to carry people or property for a fee. Nor do we cover **your car(s) shown on **your policy schedule** for self-drive hire. This exclusion does not apply to a sharing agreement.**

Section 15

General Conditions

General conditions apply to the whole of your policy

Claims procedure

- 1) **You** must report any accident, injury, loss or damage to **us** as soon as possible so **we** can tell **you** what to do next and help resolve any claim.
- If **you** receive any contact from another party in relation to **your** claim, please re-direct this to **us** and **we** will manage it on **your** behalf.
- You** or anyone acting on **your** behalf must also let us know immediately if anyone insured under **this policy** is to be prosecuted as a result of an 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 that of the person claiming under this **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 relevant information, documents and assistance **we** require to enable any claim to be validated 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
<ul style="list-style-type: none">▪ Details of third parties and witnesses▪ Statement of events relating to your claim▪ Sketch or photograph of the accident scene▪ Correspondence received from another party (including court papers)	<ul style="list-style-type: none">▪ Driving licence▪ Proof of identity, and address▪ Vehicle documentation such as V5, MOT and proof of purchase▪ Receipts and invoices▪ Finance documents	<ul style="list-style-type: none">▪ Attendance at court▪ Meetings with solicitors or us

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

Cancelling this policy

Your right to cancel

Following the expiry of **your** 14 day statutory cooling off period **you** continue to have the right to cancel **this policy** at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover.

To cancel, please contact **us** at the address shown on **your policy schedule**.

Our right to cancel

We (or any agent **we** appoint and who acts with our specific authority) may cancel this **policy** where there is a valid reason for doing so, by sending at least 7 days' written notice to **your** last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non-payment of premium (including non-payment of instalments under a Carbon Insurance arranged monthly credit facility). If premiums or instalment payment(s) are not paid when due **we** will write to **you** requesting payment by a specific date. **We** will give **you** at least 14 days' notice in writing if **we** intend to cancel due to non-payment under a Carbon Insurance arranged monthly credit facility. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel **your policy** from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Where the persons insured fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects our ability to process a claim or defend our interests. See the 'Claims procedure' section of the General Conditions in this **policy** booklet.

- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the '**Your** Porsche Car Insurance **Policy**' and 'Information and Changes **we** need to know about' section of this **policy** booklet and the separate 'Important Information' notices supplied.
- If **we** cancel the **policy** under this section **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.
- Where **our** investigations provide evidence of fraud or a serious non disclosure **we** may cancel the **policy** immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in **your policy** being cancelled from the date **you** originally took it out.

Other insurance

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 – **Your** liability, which **we** would otherwise be entitled to exclude under Exclusion 1 to Section 2.

Your duty to prevent loss or damage

You shall at all times take all reasonable steps to safeguard your car from loss or damage.

You shall maintain **Your car** in a roadworthy condition.

You will allow **us** to have free access to examine **your car** at all times.

Your duty to comply with policy conditions

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

Fraud

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**.

Payments made under compulsory insurance regulations and rights of recovery

If the law in 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.

Direct right of access

Third parties may contact **us** directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of **your policy**.

Monthly payment plan

If **you** are paying the premium using a Premium Credit monthly credit facility, **you** must make the regular monthly payments as required in the credit agreement. If **you** do not do this **we** may cancel this insurance as set out in the General Conditions section of this **policy** booklet.

If the credit agreement requires **you** to pay a deposit, this deposit is required by the date the insurance starts or the policy will not be valid.

Mileage

We reserve the right to establish the mileage on **your car** at any time where **your policy** has been rated on a selected annual mileage basis. Where the annual mileage has been exceeded **your** premium will be increased to that which applies to the mileage driven. If **we** become aware that the annual mileage has been exceeded at the time of a claim the additional premium will be deducted from the claim payment. The higher premium will apply from the commencement of the period of insurance.

Car sharing and insurance

If **you** receive a contribution as part of a car sharing agreement 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 carriage of passengers for hire or reward provided:

- **Your car** is not constructed or adapted to carry more than eight passengers (excluding the driver).
- Passengers are not being carried in the course of a business of carrying passengers.
- Total contributions received for the journey concerned do not involve an element of profit.

Important

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

Important notice – information 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**.

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.

Section 16

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 you can expect 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're unhappy

It is **our** intention to give **you** the best possible service, but 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 **us**. **You** can reach **us** in the following ways:

Porsche Car Insurance
850 Ibis Court
Lakeside Drive
Centre Park
Warrington
WA1 1RL

Phone: 0333 043 3786

Email: customersupport@insurewithporsche.co.uk

Where possible, please ensure **your policy** number is quoted in all correspondence to assist a quick and efficient response.

If **you** are unhappy with the outcome of **your** complaint, **you** have the right to make an appeal to the Financial Ombudsman Service.

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Phone: 0800 023 4567

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

Website: www.financial-ombudsman.org.uk

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



Section 17

Legal expenses cover

Replacement Vehicle and Legal Expenses Product for Porsche

Letting us know about claims: 0333 043 3788.

This insurance is arranged by Lawshield UK Limited whose registered office is at Lawshield House, 850 Ibis Court, Warrington, Cheshire, WA1 1RL and underwritten by ALLIANZ INSURANCE plc (trading as Allianz Legal Protection) whose registered office is at 57 Ladymead, Guildford, Surrey GU1 1DB ("Allianz" or "ALP"). Lawshield UK Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 306793.

ALLIANZ INSURANCE plc (trading as ALLIANZ LEGAL PROTECTION) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference No. 121849. ALLIANZ INSURANCE plc (trading as ALLIANZ LEGAL PROTECTION) is registered in England and Wales under number 00084638.

You can check **our** details and those of the **insurer** on the Financial Services Register: <https://register.fca.org.uk/>.

In return for the payment of **your premium** the **insurer** will provide the insurance detailed in this policy document during the **period of insurance**, subject to the terms, conditions, and limitations shown below. If there are any changes to the policy terms and conditions **you** will be notified of these before the relevant renewal date.

Definitions

The words or phrases in this section have the meanings shown below and will be shown in bold throughout this document.

Authorised driver - Any person insured by the **motor policy** who is authorised by **you** to drive the **insured vehicle**.

Claims adjuster - Any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by **us** to act for **you**. **Hire vehicle** - A Volkswagen Golf or an equivalent vehicle of similar specification.

Hire vehicle company - A company nominated by **us** to provide you with a **hire vehicle**.

Hire vehicle - A Volkswagen Golf or an equivalent vehicle of similar specification.

Geographical limits Great Britain, Northern Ireland, Channel Islands, and the Isle of Man. For section 1 Uninsured Loss Recovery, the territorial limit is extended to include any member country of the European Union Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia and Switzerland.

Insurance schedule - The document that identifies the policyholder and sets out details of the cover **your** policy provides, proves that **you** have paid the **premium** and are entitled to the benefits under this policy.

Insured incident - A road traffic accident for which **you** are not at fault (excluding claims for theft or fire) occurring within the **period of insurance** and **geographical limits** which results in:

- a. Loss or damage to the **insured vehicle** including any attached trailer.
- b. Loss or damage to any personal property owned by **you** whilst the property is in/on or attached to the **insured vehicle**.
- c. The death of or injury to you whilst in or getting into or out of the **insured vehicle**.
- d. Any other uninsured losses.

Insured vehicle – Any vehicle owned by, hired or leased to **you** and covered by **your motor policy** along with any other vehicle attached and being towed by the insured vehicle.

Insurer(s) – Allianz Insurance PLC (Trading as Allianz Legal Protection)

Legal costs and expenses –

- a. Fees, costs and disbursements reasonably incurred by **us**, any **claims adjuster, solicitor**, or other appropriately qualified person appointed to act for you with our consent.
- b. The costs of any civil proceedings incurred by an opponent awarded against **you** by order of a court or which **we** have agreed to pay.

Where **solicitors'** costs are payable by **us**, these will be chargeable on the **standard basis** as defined by the Civil Procedure Rules, or in accordance with the Fixed Recoverable Costs scheme if appropriate and would be limited to £125.00 including VAT per hour solicitors time, and £12.50 including VAT for each letter sent out.

Explanatory note: The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The rules set out how legal fees are calculated for these cases.

Limit of indemnity – the maximum sum payable by the **insurer**:

- a. Section 1 Personal Injury and Uninsured Loss Recovery: £100,000 for all insured incidents which are related in time or by cause. This includes legal costs and expenses of both you and any opponents where you are liable to pay them.
- a. Section 2 Motor Prosecution Defence: £100,000.

Motor policy – The motor insurance policy with which this insurance is issued.

Period of insurance – This is the length of time covered by this insurance, as shown on **your insurance schedule** and any extra period which **we** accept **your premium** for.

Premium – The amount agreed by and payable to the **insurers**.

Prospects of success – Reasonable prospects are considered to be 51% or better chance of success.

Solicitor – The **solicitor**, firm of **solicitors** or other appropriately qualified person, firm or company appointed to act for **you**. **Standard basis** – The assessment of costs which are proportionate to **your** claim.

Undriveable – The vehicle is not roadworthy (excluding glass damage) or is off the road being repaired as a result of a road traffic accident, fire or theft.

We, us, our – Lawshield UK Limited on behalf of ALLIANZ INSURANCE plc (trading as ALLIANZ LEGAL PROTECTION) .

You, your – Any person domiciled in the United Kingdom who at the time of the **insured incident** has a current policy certificate issued by **us** or issuing intermediary and who has paid the appropriate **premium**, being the **authorised driver** of the main or towing vehicle.

What is covered?

Section 1: Personal Injury & Uninsured Loss Recovery

We will pay the **legal costs and expenses** for legal proceedings started on **your** behalf during the **period of insurance** and in connection with the following:

- a. The costs of pursuing civil claims arising from an **insured incident** relating to the use of the **insured vehicle** which results directly in **your** death or personal injury and/or any other uninsured losses **you** or your passengers incur.

If **you** are not awarded any costs or compensation, **we** will pay all **legal costs and expenses** up to the limit under this section. If **you** are awarded costs, **you** must use these to repay the amount **we** have paid out on **your** behalf in connection with the proceedings but if the **legal costs and expenses** are greater than the amount **you** are awarded for those costs and expenses, **we** will pay the extra amount (up to the limit under this section).

If **you** are not awarded any costs or compensation, **we** will pay all **legal costs and expenses** up to the limit under this section. If **you** are awarded costs, **you** must use these to repay the amount **we** have paid out on **your** behalf in connection with the proceedings but if the **legal costs and expenses** are greater than the amount **you** are awarded for those costs and expenses, **we** will pay the extra amount (up to the limit under this section).

Section 2: Motor Prosecution Defence

We will pay up to £100,000 in defending **your** legal rights including an appeal against conviction or sentence after an event which gives rise to a criminal prosecution against **you** for a motoring offence which arises in the **geographical limits** as a result of **you** owning or using the **insured vehicle** where:

- a. The date when the motoring offence occurred or is alleged to have occurred is within the **period of insurance**.
- b. **You** are facing suspension or disqualification of **your** driving licence, and
- c. There are **prospects of success** to secure a not guilty verdict.

Section 3: Hire Vehicle Insurance

Subject to the terms below, if any **insured vehicle** is involved in a road traffic accident with an identifiable third party which results in the **insured vehicle** being **undriveable** or is stolen and not recovered or recovered in an **undriveable** condition **we** will appoint a **hire vehicle company** to provide **you** or any **authorised driver** with a **hire vehicle** for a period up to but not exceeding 14 days and for a maximum of two occasions in any one **period of insurance** provided that:

- a. There is no courtesy vehicle available.
- b. There is no credit hire option available.
- c. There is no other means of transport available.
- d. If the **insured vehicle** is stolen, **you** or the **authorised driver** have reported the theft to the police and have a crime reference number.

We will pay for the rental charge for the **hire vehicle** and for delivery to and collection from **your** location within the **geographical limits**. **You** will be responsible for all other costs, and for handing back the **hire vehicle** when **your** entitlement ends. If **you** do not hand back the **hire vehicle** at this time **you** will be responsible for all costs that **we** incur and **you** must repay these to **us**.

The rental charge for the **hire vehicle** will include cover by an insurance policy and **you** must be able to satisfy all the requirements of the **hire vehicle company**, (including having an acceptable driving licence and being over the age of 21 and under the age of 74), and sign and adhere to their terms and conditions.

Your entitlement to cover will end and the **hire vehicle** will be collected after 14 days or when the earliest of the following events occurs:

- a. The insured vehicle is recovered and repaired.
- b. Four working days after you receive a cheque from the insurers of your motor policy or any third party in settlement of a claim for loss of or relating to the insured vehicle.
- c. You receive an offer of settlement from the insurers of your motor policy which we feel is reasonable but which you reject.

You or the **authorised driver** may pay additional charges to upgrade the class of vehicle or extend the hire period beyond 14 days at **your** own cost.

What is not covered - applying to Section 1 and Section 2 above

We will not pay **legal costs and expenses** for legal proceedings in the following circumstances:

- a. Claims where there are no **prospects of success**. **We** will continue to assess whether **prospects of success** exist throughout **your** claim and if at any time **we** consider **your** claim no longer has **prospects of success** and/or an alternative course of action is appropriate and/or under the terms and conditions of the policy the claim is not admissible, then **we** will inform **you** in writing of **our** decision and the reason behind that decision. Having informed **you** of this, and subject to the policy conditions, **we** may withdraw further cover for **legal costs and expenses**.
- b. Parking or obstruction offences.
- c. Where a reasonable estimate of the **legal costs and expenses** is greater than the amount in dispute other than in relation to Uninsured Loss Recovery Claims.

- d. If **we** have not agreed to the **legal costs and expenses** in advance or before **we** have accepted the claim in writing.
- e. Claims arising from any deliberate or criminal act or omission by **you**.
- f. Claims which relate to fines and penalties awarded against **you** by a criminal court.
- g. Where **you** are alleged to be under the influence of alcohol or drugs.
- h. Any criminal proceedings brought against **you** which allege dishonesty or intentional violence.
- i. Incidents involving an **insured vehicle** owned or driven by **you**, where **you** were not in possession of a valid driving licence, or the **insured vehicle** was not covered by a valid test certificate where appropriate or was not in a road-worthy condition. For claims under What is Covered Section 2: Motor Prosecution Defence **your** driving licence must have no more than 9 points on it at the date when the motoring offence occurred or is alleged to have occurred.
- j. The use of motor vehicles by or on behalf of **you** for racing, rallies, competitions, or trials of any kind.
- k. If **we** are not told about the claim within 180 days of the event which caused it.
- l. Claims arising from an **insured incident** that occurs outside the **geographical limits** except enforcement of a judgement obtained from a court within the **geographical limits** with **our** prior approval against a defendant who resides outside the jurisdiction of the court making the order.
- m. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- n. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

- o. Any direct or indirect consequence of:
 - i) Irradiation, or contamination by nuclear material; or
 - ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- p. Any consequence, howsoever caused, including but not limited to Computer Virus, of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

- q. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- r. Any Value Added Tax that is payable on the costs incurred which you can recover from elsewhere.
- s. Any dispute arising from: an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or any other challenge to any existing or proposed legislation.

We will not pay for the following:

- a. Travelling expenses or compensation for being off work.
- b. **Legal costs and expenses** if **you** withdraw from legal proceedings without **our** agreement.
- c. **Legal costs and expenses** which are covered under a more specific insurance or if a claim has been refused by another insurance company.
- d. **Legal costs and expenses** where fixed recoverable costs have already been recovered by the **solicitor**.

What is not covered – applying to Section 3 above

- a. Any costs which have not been authorised by **us** in advance.
- b. Claims where **you** or the **authorised driver** is comprehensively insured under a **motor policy** and does not use the approved repairer where a courtesy vehicle would have been available.
- c. Claims where **you** or the **authorised driver** fails to report the claim to **us** within 48 hours of the incident or becoming aware of the incident resulting in a claim unless there are mitigating/exceptional circumstances which prevented them reporting the claim within 48 hours.
- d. Any deliberately careless or negligent act or omission by **you**.
- e. Any claim when **you** have obtained a **hire vehicle** by fraudulent or deliberate misrepresentation or concealment. In this case the policy shall be immediately cancelled, the **premium** forfeited and the cost of any benefit **you** have received under this policy shall be repaid to **us**.
- f. Claims where the **insured vehicle** was unroadworthy at the time of the incident.
- g. The third or any subsequent claim within the same **period of insurance**.
- h. Any costs which could be recovered under any other insurance.

Making a claim

To make a claim, **you** can contact **us** by:

The Claims Department
Lawshield UK Limited
1210 Centre Park Square
Lakeside Drive
Centre Park
Warrington
WA1 1RU

Tel: 0333 043 3788

Fax: 0333 043 3798

Email: claims@lawshield-uk.com

You should not send **us** any documents until **we** ask for them.

If **we** decide that a reasonable settlement is unlikely, or **your** interest would be better served by another course of action, **we** will let **you** know.

We will not pay for any **legal costs and expenses** until **we** have accepted the claim in writing.

Conditions - applying to Section 17

- 1) **You** must:
 - a. Tell **us** in writing as soon as possible when a claim or possible claim happens.
 - b. Give **us** any information and evidence **we** need (**you** will have to pay any costs involved in this). **You** must not do anything to affect **your** case.
 - c. Tell **us** about any other legal expense insurance you have which may cover the same loss.
 - d. Co-operate fully with **us**, the **claims adjuster** or the **solicitor**.
 - e. Have a valid **motor policy** for the **insured vehicle** in force at the time of any **insured incident**.
- 2) Choice of **solicitor**
 - a. Before legal proceedings are issued **we** will appoint a **solicitor** from **our** panel to act on **your** behalf to prosecute, defend or settle any claim **we** accept under the terms of this policy.
 - b. If legal proceedings need to be issued, **you** do not have to accept the **solicitor we** have chosen. **You** must send **us** in writing the full name and address of a **solicitor** who **you** want to act for **you**.
 - c. In choosing **your solicitor**, **you** must try and keep the cost of any legal proceedings as low as possible.
 - d. If **you** cannot agree a suitable **solicitor** with **us**, **you** can refer **your** choice of **solicitor** to arbitration in line with the conditions of this policy. If there is a dispute about the choice of **solicitor**, **we** will appoint a **solicitor** to act on **your** behalf to protect **your** interests whilst arbitration takes place.
 - e. If **we** are insuring two or more people for one claim, **you** may choose **solicitors**. **You** must send their name and address to **us** before **we** agree to pay any **legal costs and expenses**.
 - f. Before **we** accept **your** choice of a **solicitor**, or if **you** fail to choose a **solicitor**, **we** will be entitled to instruct a **solicitor** on **your** behalf.

3) Representation

- a. **We** can take over, and carry out in **your** name, action to take or defend any claims and **we** will have complete control over how legal proceedings are carried out.
- b. **Legal costs and expenses** payable are to be in no way affected by any agreement, undertaking or promise made or given by **you** to the **solicitor**, witness expert or any **claims adjuster**.
- c. **We** shall have direct access to the **solicitor** at all times and **you** must keep **us** fully informed of all material developments during **your** claim. If **we** ask **you** must instruct the **solicitor** to produce to **us** any documents, information or advice in their possession and **you** must give the **solicitor** any other instructions relating to the conduct of **your** claim as **we** may require.
- d. **Our** written consent must be obtained prior to:
 - i) The instruction of Counsel to appear before a Court (or tribunal) before which a **solicitor** has a right of audience.
 - ii) The instruction of King's Counsel.
 - iii) The incurring of unusual experts fees or unusual disbursements;
 - iv) The making of an Appeal.
- e. If for any reason the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** claim from the **solicitor**, **we** will not pay any further **legal costs and expenses** unless **we** agree to the appointment of an alternative **solicitor** in accordance with the terms and conditions of this policy. **We** will not pay any additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.

- f. If **you** unreasonably withdraw from a claim without **our** prior agreement, then the **legal costs and expenses** will become **your** responsibility and **we** will be entitled to be reimbursed by **you** for any costs paid or incurred during the course of the claim. This includes any **legal costs and expenses** that **we** consider **you** are obliged to pay solely because **you** withdrew from the claim.
- g. This insurance does not cover an Appeal unless **we** are notified in writing by **you** no later than six working days before the time for making an Appeal expires and **we** consider that there are **prospects of success** of such an Appeal succeeding.

4) Part 36 Offers

- a. **You** or the **solicitor** must inform **us** immediately in writing of any Part 36 offer under the Civil Procedure Rules made with a view to settling the claim. No agreement is to be made to settle the claim on the basis of both sides paying their own costs without **our** prior approval.
- b. If **you** or the **solicitor** fail to tell us of any Part 36 offer, then **you** will be responsible to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, and **we** may deduct this amount from any payment **we** make under this section.
- c. If **you** do not accept a Part 36 offer and **you** do not subsequently achieve a higher award of compensation then **we** will not pay any further **legal costs and expenses** or opponent's costs unless **we** were notified of the Part 36 offer and agreed to continue the proceedings.
- d. **We** will not unreasonably withhold **our** agreement to continue proceedings however **we** will have the right to ask **you** to instruct the **solicitor** to obtain counsel's opinion on the merits of the claim, defence, any Part 36 offer made by an opponent or proposed by **you**, or whether there are grounds for continuing the proceedings before **we** agree to continue with **your** claim.

5) Costs and Recovery

- a. At **our** request, **you** must instruct the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
- b. **You** must take all reasonable steps to recover **legal costs and expenses** payable under this policy from **your** opponent and pay any recovered **legal costs and expenses** to **us**.
- c. **We** can take proceedings in **your** name (at **our** own expense and for **our** own benefit) to recover from anyone else, any payment **we** have made under this insurance.

6) Arbitration

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

7) Choice of law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

8) Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact **your** administrator/agent within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later and **your** administrator/agent will then refund **your premium** in full.

If **you** wish to cancel **your** policy after 14 days, **you** will be entitled to a pro-rata return of **premium**.

No refund will be payable if any claims have been made or are pending.

We shall not be bound to accept renewal of any insurance and may at any time cancel this insurance by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a. Where **we** reasonably suspect fraud.
- b. Non-payment of **premium**.
- c. Threatening and abusive behaviour.
- d. Non-compliance with policy terms and conditions.
- e. **You** have not taken reasonable care to provide accurate and complete answers to the questions **your** administrator/agent asked.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any **premiums you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or the deliberate failure to provide complete and accurate information, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **your** administrator/agent with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the **premium**.

9) Contribution

If **you** have other insurance against liability or loss covered by this policy, **we** will not be liable for a greater proportion of such liability or loss than the applicable limit of liability bears to the total applicable limit of liability of all collectible insurance against such liability or loss.

10) Fraud and disclosure of information

- a. **You** must not act in a fraudulent way. If **you** or anyone acting for **you**:
- i) fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy.
 - ii) fails to reveal or hides a fact likely to influence the cover **we** provide.
 - iii) makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false.
 - iv) sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false.
 - v) makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
 - vi) makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
 - vii) 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** and inform the appropriate authorities.

- b. When **you** apply for, make changes or renew **your** policy **you** must take reasonable care to:
- i) supply accurate and complete answers to all the questions **you** are asked.
 - ii) to make sure that all information **you** supply is true and correct.
 - iii) tell **your** administrator/agent as soon as possible if any of the information **you** have provided is inaccurate or has changed.

If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **your** policy is cancelled because of fraud or failure to disclose information, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

Complaints procedure

It is **our** intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should in the first instance contact **our** Managing Director. The contact details are:

The Managing Director
Lawshield UK Limited
1210 Centre Park Square
Lakeside Drive
Centre Park
Warrington
WA1 1RU

Tel: 0800 731 3942

Fax: 01925 428357

Email: customerrelations@Lawshield-uk.com

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity with a turnover of less than £6.5 million (or its equivalent in any other currency) and which either:

- a. employs fewer than 50 persons, or
- b. has a balance sheet total of less than £5 million (or its equivalent in any other currency).

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0300 123 9123

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

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

Financial Services Compensation Scheme (FSCS)

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

Lawshield UK Limited Privacy Notice

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

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

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

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

Why do **we** process **your** data?

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

What information do **we** collect about **you**?

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

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

This notice explains the most important aspects of how **we** use **your** data. Lawshield UK Ltd full privacy notice can be found by visiting **our**

website www.lawshield.co.uk or request a copy by emailing **us** at dataprotection@lawshield.co.uk.

Alternatively, **you** can write to **us** at:

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

Allianz UK Group Privacy Notice Summary

Please find below a summary of our Privacy Notice. The full notice can be found on the Allianz UK website: allianz.co.uk/privacy-notice.html. If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:

Allianz Insurance Plc
Allianz
57 Ladymead
Guildford
Surrey
GU1 1DB

Tel: 0208 231 3992

Email: datarights@allianz.co.uk

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Data Protection Officer
Allianz
57 Ladymead
Guildford
Surrey
GU1 1DB

Tel: 0330 102 1837

Email: dataprotectionofficer@allianz.co.uk

