



Mercedes-Benz Insurance

Motor Insurance Policy



Mercedes-Benz



Customer Service

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

0845 600 2180

Mercedes-Benz Insurance Claims Assistance

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

If you need to make a claim, call

0800 056 8806

and explain what has happened.

Mercedes-Benz Breakdown Assistance in Europe

If you have purchased these additional covers and need breakdown assistance whilst driving in Europe, please call:

From the Republic of Ireland	From France or Monaco	Other European Countries
1 800 535 0005	0800 290 112	(*) 33 472 43 52 55

* Prefixed with your location country's dialling code.

For further details about breakdown and accident assistance in Europe please refer to pages 14-27.

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

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Contract of Insurance

The contract of insurance

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

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

- policy booklet.
- information contained on your Statement of Demands and Needs document as issued by **us** and in your application form.
- schedule.
- any **clauses** endorsed on this policy, as set out in your schedule.
- **certificate of motor insurance**.
- any changes to your insurance policy contained in notices issued by **us** at renewal.

In return for paying your premium, **we** will provide the cover shown in your schedule under the terms and conditions of this policy booklet during the **period of insurance**. Any changes agreed during the **period of insurance** will be treated as a continuation of the contract of insurance.

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

Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

For existing customers who pay annually or monthly **you** enter into a new contract of insurance with **us** commencing on the date when **you** agree to renew the policy and to pay the premium. Persons insured will be covered for the **period of insurance** shown on your renewal schedule.

Choice of law

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

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

absence of agreement to the contrary) the law of that country will apply.

Information and changes we need to know about

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

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

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

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

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

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

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

Use of language

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

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille.

If **you** require any of these formats please contact Mercedes-Benz Insurance on 0845 600 2180 between 8.30am and 6.00pm Monday to Friday and between 9.00am and 2.00pm on Saturday, or write to Daimler Insurance Services UK Limited, Tongwell, Milton Keynes MK15 8BA.

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 your policy or renewal documentation, whichever is the later.

If **you** wish to cancel your policy 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, subject to a deduction for the time for which **you** have been covered. This will be calculated in proportion to the period **you** have received cover. There will also be an additional charge of £50 (subject to Insurance Premium Tax, where applicable). This charge is levied by Daimler Insurance Services UK Limited to cover the administration cost of providing the policy.

To exercise your right to cancel your policy, contact:

In writing:
Daimler Insurance Services UK Limited
Tongwell
Milton Keynes
MK15 8BA

By phone:
Telephone 0845 600 2180

If **you** do not exercise your right to cancel your policy, it will continue 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 General Conditions section of your policy booklet.

You must return your **certificate of motor insurance** in order to cancel your policy.

Definitions

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

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

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

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

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

Fire Fire, lightning and explosion.

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

Market value The cost of replacing **your car** with one of similar type and condition.

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

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

RAC RAC House, Brockhurst Crescent, Walsall, West Midlands WS5 4AW.

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

Policy Cover Index

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

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

The insurer/we/us/the company Aviva Insurance Limited, except where otherwise shown for any part of this policy.

Theft Theft or attempted **theft**.

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

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

Operative sections

Comprehensive	Sections 1,2,3,4a,5,6,7,8,9,10,11,12, 13,14,16 are operative.
Optional Covers (if selected*)	UK Breakdown Cover; Section 15 applies; Physio Fast Cover; Section 4b applies

* these sections only apply if it says so on your **policy schedule**

Cover for your Vehicle

Section 1

Loss of or damage to your car

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

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

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

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

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

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

- the reasonable cost of protection and removal to the nearest repairers; or
- the reasonable cost of delivery to **you** after repair but not exceeding the reasonable cost of transporting **your car** to your address in the British Isles; or
- a hire car of up to 1600cc for 24 hours subject to the hirer's terms and conditions. This free period of cover must commence within 48 hours after **your car** was damaged and excludes fuel cost, parking fees or fines; or
- overnight accommodation for the passengers and driver up to a maximum of £150 in total. This does not include, however, the cost of providing meals or drinks; or

- a refund of the cost of public transport for the driver and up to four passengers to reach the end of their journey subject to a maximum of £150. **You** will need to produce receipts in order to claim for this. If **your car** is stolen and not recovered arrangements will be made to provide alternative transport up to a total value of £150 in order to complete the journey.

New car replacement

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

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

Replacement is subject to:

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

UK Accident Recovery

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

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

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

Liability to Third Parties

Excesses

Standard Excess

You will be responsible for the first part of any loss or damage as shown in a. below. If **your car** is being driven by, or is in the charge of any one of the following, other **excesses** noted below apply in addition to the standard **excess** and any other compulsory **excesses** shown in your policy **schedule**:

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

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

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

Excess Waiver

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

You must provide **us** with:

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

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

Exceptions to Section 1 of your policy

Your policy does not cover the following:

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

Section 2

Your liability

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

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

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

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

Liability of other persons driving or using your car

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

- any person **you** give permission to drive **your car** provided that your **certificate of motor insurance** allows that person to drive;
- any person **you** give permission to use (but not drive) **your car**, but only whilst using it for social, domestic and pleasure purposes;
- any passenger travelling or getting into or out of **your car**;

- the employer or business partner of the person using any car for which cover is provided under this section while the car is being used for business purposes permitted under the policy, except that **we** shall not be liable where:
 - the vehicle belongs to or is hired by such employer or business partner;
 - **the insured** is a corporate body or firm.

Legal personal representatives

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

Legal costs

We will pay:

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

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

Additional Covers

Exceptions to Section 2 of your policy

The cover under this section will not apply:

1. If any person insured under this section fails to observe the terms exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy.
2. To death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the **Road Traffic Acts**.
3. In respect of loss of or damage to property belonging to or in the care of anyone we insure who claims under this section.
4. In respect of damage to any car where cover in connection with the use or driving of that car is provided by this section.
5. To any loss, damage, injury or death occurring whilst **your car** is being used in that part of an aerodrome or airport provided for the take-off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the **Road Traffic Acts**.
6. To any consequence whatsoever resulting directly or indirectly from or in connection with terrorism regardless of any other contributory cause or event, except to the extent that we are obliged by the **Road Traffic Acts** to provide insurance, to any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not contributed to by any other cause or event:
 - i) Terrorism is defined as any act or acts including, but not limited to:
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

- ii) Any action taken in controlling, preventing, suppressing or in any way relating to i) above.

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

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

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

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

Section 3

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

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

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

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

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

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

Exceptions to Section 3 of your policy

This personal accident insurance does not cover:

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

Section 4

Medical expenses and Physio Fast

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

- a) Medical expenses

The medical expenses arising in connection with that accident. The most we will pay for each injured person is £250.

Exceptions to Section 4a of your policy

Any **physiotherapy treatment**.

- b) Physio Fast

The cover and service under this heading only applies if it is shown on your **policy schedule**.

Treatment from a chartered physiotherapist we have appointed who believes treatment will help your recovery. The most we will pay for each injured person is £400.

Exceptions to Section 4b of your policy

1. We will only cover treatment approved and provided by a chartered physiotherapist we appoint under this section of the policy.
2. Physiotherapy will end once the physiotherapist believes any further treatments will not benefit **you** or if the limit under this section has been reached, whichever happens first.
3. The person driving must be entitled to drive as shown on your current **certificate of motor insurance**.

Section 5

Counselling

We will pay reasonable costs of any professional counselling recommended by a qualified medical practitioner for any person being carried in **your car** who suffers emotional or psychological stress as a result of being a victim of **theft of your car**, which results in death or injury or causes that person to believe that they were in danger of death or injury.

You must obtain our agreement and approval of the counsellor before any treatment commences.

The most **we** will pay is £1,500.

What is not covered

- any incident not reported to the police or for which a crime reference number has not been obtained.
- physical assault or threatening behaviour by **your spouse/domestic partner**, relative or any other person known to **you** or to the person driving **your car**.
- any counselling costs incurred without our prior agreement.

Section 6

Personal belongings and child seat cover

Personal belongings

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

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

Child seat cover

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

Exceptions to Section 6 of your policy

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

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

Section 7

Payments made under compulsory insurance regulations and rights of recovery

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

Section 8

Emergency treatment

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

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

Section 9

No Claim Discount

If **you** do not make a claim under your policy, **we** will increase your No Claim Discount when **you** renew your policy in line with the scale **we** apply at that time.

If more than one car is insured by this policy, the No Claim Discount will be applied as if a separate policy had been issued for each car.

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

If **we** consent to a transfer of this policy to another person, No Claim Discount already earned under this policy will not apply to the person to whom the policy is being transferred.

Section 10

Uninsured Driver Promise

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

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

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

Section 11

Glass in windscreen, sunroof or window

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

Section 12

Courtesy Car

After an accident covered by your policy, and if **your car** is repaired by an approved repairer, a small 1.0L, 3 door car will be provided whilst **your car** is repaired.

If **your car** cannot be repaired or has been stolen, **we** will arrange for a standard hire car for up to 14 days or up until your settlement cheque is received (whichever is the earliest).

Upgraded Cover

In the event that **your car** is stolen and/or not recovered, or if **we** decide not to repair it, **we** will arrange for an upgraded hire car for **you** for up to 14 days or up until your settlement cheque is received (whichever is the earliest). **We** will endeavour to provide the upgraded vehicle shown on your policy schedule, however in some circumstances it may be a similar model.

We will only supply a courtesy car if **we** accept your claim.

This cover, if purchased, will be shown in your **policy schedule**.

Section 13

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 to meet the requirements of Article 8 (1) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

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

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

Cover includes:

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

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 motor insurance** should, therefore, provide sufficient evidence that **you** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that **you** visit.

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

If **you** want to extend your cover, please contact customer services on 0845 600 2180.

Section 14

Replacement locks

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

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

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

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

Section 15

Breakdown Assistance

Section A only applies if **UK Breakdown Assistance** is shown on **your policy schedule**. Section B is provided as standard.

Definitions

Below are certain words or phrases that have a specific meaning in this policy section. If there is a conflict between a definition in this policy section and a definition elsewhere, the definition in this policy section will apply. Wherever the following words or phrases appear in **bold** they will have the following meaning:

“**Accident**” means an accidental crash immobilising the insured **vehicle**.

“**Breakdown**” means unforeseen mechanical or

electrical failure during the **period of cover** in the **UK** or the **territory** which has either immobilised **your vehicle** or made it unsafe to drive.

“**Claim**” means a call/claim for assistance under this policy.

“**Collision Damage Waiver**” means if a hire car is damaged during the hire period **you** could be liable for the equivalent of the first £150 – £550 (approximately) and have **your** credit card charged. In some cases the amount could be higher and varies according to the hire company, category of hire car and location. The **Collision Damage Waiver** covers the amount above the **excess**.

“**Fulfilment Material**” means the confirmation of **policy** coverage provided to **you** by **us** or on **our** behalf.

“**Home**” means **your** permanent residence in the **United Kingdom**.

“**Period of Cover**” means the period stated on **your** motor insurance **policy schedule**.

“**Policy**” means **your** Mercedes-Benz breakdown assistance as set out in this document.

“**Resident of the United Kingdom**” means a person living permanently in the **United Kingdom** or a person employed by a company having its registered office in the **United Kingdom**.

“**Specialist Equipment**” is equipment not carried by **RAC** patrols or **RAC** contractors and includes but is not limited to winching and specialist lifting equipment.

“**Territory**” Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey in Europe plus Uskudar, Ukraine.

“**The Party/Your Party**” means the persons (including **you**) travelling with **you** in the **vehicle**.

“**United Kingdom/UK**” means England, Scotland, Wales, Northern Ireland and for the purpose of this document includes Jersey, Guernsey and the Isle of Man.

“**Vehicle**” means the **vehicle** specified in the **fulfilment material** being eligible to receive

services under this **policy**.

“**Vehicle Licensing Agency**” means the Driver and Vehicle Licensing Agency (DVLA), Swansea SA6 7JL responsible for registration of vehicles in the **UK** and the equivalent authority in Northern Ireland for vehicles in Northern Ireland, or the Isle of Man Department of Transport for customers living in the Isle of Man.

“**We/Our/Us/RAC**” means RAC Motoring Services and/or RAC Insurance Limited.

“**You/Your**” means the person or persons named on the **policy**/related motor insurance **policy** in the **fulfilment material** when driving the **vehicle**, or any other person driving the **vehicle** with the owner’s consent.

Section A

UK Breakdown Assistance

The cover and service explained in this section only applies if it is shown in **your** schedule.

How to obtain assistance in the UK

If **you** are unfortunate enough to break down please follow these simple steps:

- call the appropriate number below.
- have to hand **your policy** number and **vehicle** registration.
- advise the operator of the location of **your vehicle** and the nature of the fault.

RAC will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call **RAC** first. Please do not go ahead and make **your** own arrangements as **RAC** cannot reimburse costs incurred without prior authorisation.

UK – 0800 056 8806 (Freephone).

The telephone number is correct at the time of printing (February 2014).

Calls may be recorded and/or monitored. Customers with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282.

Services in the UK

Cover applies to **vehicles** registered with the relevant **Vehicle Licensing Agency** only.

Roadside

If **you** are stranded on a public highway (or other

road or area to which the public has the right of access) as a result of a **breakdown to your vehicle**, **we** will send an **RAC** patrol or contractor to help **you**.

We will try to repair **your vehicle** at the roadside. Roadside includes labour at the scene of the **breakdown** (but not labour at any garage to which the **vehicle** is taken).

If **we** cannot repair the **vehicle** at the roadside or if **we** believe repairs are unwise or cannot be completed within a reasonable time, **we** will take the **vehicle** and up to 8 people to a destination of **your** choice within 10 miles of the scene of the **breakdown**. If **you** have no preferred destination, **we** will take the **vehicle** to a nearby garage. If **you** wish the **vehicle** to be taken to any other destination, **you** will have to pay for the towage costs for the whole distance.

If **you** need to leave **your vehicle** at the garage **we** will reimburse **you** for taxi fares up to 20 miles (a receipt must be obtained).

Roadside does not cover:

- **breakdowns** which would be prevented by routine servicing of **your vehicle**.
- routine servicing of the **vehicle**.
- any labour other than that incurred at the roadside including, without limitation, garages.
- replacing tyres or windows.
- missing or broken keys. **We** will try to arrange the services of a locksmith but **you** will have to pay for them.
- the cost of ferry crossings, road toll and congestion charges.
- **vehicles** being demonstrated or delivered by motor traders, or used under trade plates.
- **vehicles**, which in the reasonable opinion of **our** patrol or contractor, had broken down or were unroadworthy before **you** took out **your policy**.
- **vehicles**, which break down within 1/4 mile of **your home** address or where **you** normally keep the **vehicle**.
- contaminated fuel problems. **We** will arrange for **your vehicle** to be taken to a local garage for assistance, but **you** will have to pay for the work carried out.
- the cost of parts, fuel or other supplies.
- any **vehicle** storage charges incurred when **you** are using **our** services.

- **breakdown** caused by or following an **accident, fire, theft** or act of vandalism. In these circumstances please call the Mercedes-Benz Insurance Assistance claims line. If **you** call **RAC** for assistance following such an incident **you** will be liable to pay **us** for removal (subject to the terms of **your** insurance **policy**, **you** can then reclaim these costs through **your** insurance).
- the tow or transport of any **vehicle**, which, in **our** reasonable opinion, is loaded beyond its legal limit.
- any **vehicle** in a position where **we** cannot work on it or tow it, or wheels have been removed, **we** can arrange to rectify this but **you** will have to pay the costs involved.
- any animals in **your vehicle**, please note that their onward transportation is at **our** discretion and solely at **your** risk. **We** will not insure any animal, including livestock in transit, during any onward transportation **we** undertake.

Recovery

Recovery has the same terms and conditions as Roadside but with the following variations:

If **we** cannot get **your vehicle** repaired locally within what **we** deem to be a reasonable time, **we** will take the **vehicle** and up to 8 people **home** or to a single address anywhere else within the UK. If there are more than 5 people this may require two separate **vehicles**. An adult must accompany any persons under the age of 16.

You can use Recovery if **you** are ill, and there are no passengers who can drive the **vehicle**, so that **you** cannot continue **your** trip. **You** must show **us** a doctor's medical certificate confirming **your** inability to drive (in these cases, **we** will provide this service as **we** see fit).

Residents of Northern Ireland are also entitled to be recovered from the Republic of Ireland.

Recovery does not cover:

- any **vehicle** which in **our** reasonable opinion was broken down or unroadworthy at the time **you** took out **your policy**.
- the use of Recovery as a way to avoid paying repair costs.
- a second Recovery if:
 - a) the original fault has not been repaired properly by a party other than **RAC**;
 - b) **RAC** have advised **you** that it is a temporary repair; or

- c) the desired destination cannot accept the **vehicle** due to company opening hours or other restrictions.

If a second Recovery is required this service can be provided but a charge will be made dependent on the service required, time of day and distance. These charges will be payable by credit/debit card prior to the relevant service being provided.

- service within 24 hours of commencement of this **policy**.

At Home

At Home has the same terms and conditions as Roadside but with the following variations:

At Home allows **you** to use Roadside within 1/4 mile of **your home** address or where **you** normally keep the **vehicle**.

At Home does not cover:

- the rectifying of failed or attempted repairs.
- the reimbursement of taxi fares.
- service within 24 hours of commencement of this **policy**.
- recovery of the **vehicle**.

Onward Travel

Onward Travel benefits must be arranged at the time of **breakdown** and cannot be requested later.

You are entitled to one of the following extra benefits once **we** have decided that **we** cannot get the **vehicle** repaired locally:

- replacement car hire.
- alternative transport costs.
- hotel accommodation.

You can use the Onward Travel benefits from **your home** address or within a quarter of a mile of **your home** address. This excludes incidents where **we** have been called to rectify failed repairs.

Replacement car hire

We will pay for:

- up to one day's hire cost of a manual car of similar cubic capacity to **your vehicle** up to 1600cc if **your vehicle** is being repaired.
- insurance (including **Collision Damage Waiver**).

Replacement car hire is subject to availability and **our** supplier's terms and conditions, which will usually include:

- age limits: drivers must be at least 21 years of age.
- the need to have a current driving licence, and, if held, a driving licence photo card, with **you**.
- limits on acceptable types or numbers of motoring offence penalties and/or penalty points endorsed on **your** driving licence.
- the need to provide a valid credit card number (alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the **vehicle** to **you**).

Hire cars are not usually available with a tow bar, and therefore **your** caravan or trailer will, if eligible, be recovered under Recovery with **your** broken down **vehicle**.

After taking a fair and reasonable view of the circumstances, **we** may decide that a hire car is not a practicable solution, and hotel accommodation or alternative transport will be provided instead.

If **you** require a second or any other type of **vehicle** **we** will try to arrange this for **you**, **you** will have to pay for any additional costs.

Alternative transport

We will reimburse **you** for standard class rail or other transport of **our** choice for up to 8 people to reach the end of their journey within the UK. **We** will pay up to £150 a person or £500 for a group, whichever is less.

Hotel accommodation

We will arrange and reimburse **you** for one night's bed and breakfast for up to 8 people in a hotel of **our** choice.

We will pay up to £150 a person or £500 for each **party** whichever is less.

You will have to pay for any extra hotel or transport costs.

Special medical assistance

Onward Travel also provides special medical assistance. If **you** or one of **your** passengers is taken into hospital more than 20 miles from **home** **we** will arrange and pay for overnight accommodation for the other passengers, as described in 'Hotel accommodation' above.

We will also arrange for an ambulance to take the patient to a local hospital near to their **home** once medical permission has been given. Special medical assistance is not available for planned hospital visits.

What is not covered:

- other charges arising from **your** use of the hire car, such as fuel costs, deposit, any insurance excess charges, collecting and returning the **vehicle** and any costs due to **you** keeping the car after the agreed period of hire (**you** must settle these charges directly with the supplier).
- a second use of the Onward Travel benefits if the original fault has not been properly repaired by a third party other than **RAC** or if **we** have advised **you** that it is a temporary repair.
- if **you** are unfortunate enough to have an incident with the hire **vehicle** and **you** make an insurance **claim**, **you** will be responsible for paying any excess.
- service within 24 hours of commencement of this **policy**.
- any of the Onward Travel benefits, as stated above, before **our** attendance of the **breakdown** incident.
- any of the Onward Travel benefits, as stated above, if the **vehicle** is not displaying a valid excise licence.

Any Private Car

In addition to **your vehicle** this **policy** extends Roadside and At Home cover to any private car the **policyholder** is travelling in, either as the driver or as a passenger.

Section B

European Breakdown Assistance

How to obtain assistance abroad

1. European Motoring Assistance

European Motoring Assistance applies to vehicles registered with the relevant **Vehicle Licensing Agency** and operates throughout the **territory**.

To obtain help in the event of a **breakdown, accident, fire** or **theft**, or if the only qualified driver is medically unfit to drive, please call the **RAC** control centre listed under 2 below and state that the **vehicle** has European Motoring Assistance and give the following information:

- **your** name.
- **your** manufacturer name.
- **your** location and telephone number – if **you** are on a MOTORWAY see also note 3 below.
- the make and registration number of the **vehicle**.

2. Please call:

UK	0800 056 8806	(freephone)
France & Monaco	0800 290 112	(freephone within France and Monaco only)
	0472 43 52 55	(pay call)
Republic of Ireland	1 800 535 005	(freephone)
Rest of Europe	00 33 472 43 52 55	(pay call)
Serbia and Montenegro	99 33 472 43 52 55	(pay call)
Azerbaijan, Belarus, Georgia, Russia, Ukraine	810 33 472 43 52 55	(pay call)

The telephone numbers are correct at the time of printing (February 2014).

If **you** are calling from a **UK** mobile phone, **your** network provider may not allow **you** to call a freephone 1800 number. Please check with **your** service provider prior to travelling. Customers who are affected can contact **us** on 00 44 800 1079058. **Your** network provider may charge **you** for this call.

Calls may be recorded and/or monitored. Members with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282. These services are not available outside of the United Kingdom.

3. Breakdowns on Motorways

On continental motorways (including service areas) **you** MUST use the roadside emergency telephones. **You** cannot call **RAC** control centres from these. **You** will be connected to the police or authorised motorway service, who will send a breakdown recovery vehicle. However, this will only be to the recovery company's own depot if they cannot fix the **vehicle** – contact **RAC** using the numbers at 2 above as soon as **you** can, if possible from the recovery company's depot.

You may have to pay labour and towing charges on the spot – an authorised tariff is normally applicable. **You** should obtain a receipt to claim a refund on **your** return **home**.

Mobile and car phones

RAC will not reimburse the cost of any telephone calls **you** make in connection with any **breakdown** under this **policy** (including mobile phone calls).

It may not be possible for an **RAC** control centre to call a mobile or car phone but when it is, **you** may still have to pay the cost of any international call. Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car phones vary from country to country. Please check with **your** service provider that **your** phone meets the requirements and standards for the countries in which **you** are travelling.

There is an overall limit of £2500 per **claim** applied to **claims** relating to the European Motoring Assistance level of cover.

Service in the UK en route

Product	Limitation
Roadside assistance	Repair at the roadside or recovery to the nearest garage capable of performing repairs or home
Journey continuation	Replacement vehicle to a maximum of £750

Service while abroad

Benefit	Limitation
Roadside assistance	Repair at the roadside or recovery to the nearest garage capable of performing repairs
Spare parts dispatch	
Additional accommodation expenses	£35 per person per day up to £400
Journey continuation or return home	Maximum of 14 days' car hire or second class rail fare
Replacement driver	
Vehicle break-in, emergency repair	£175
Accidental damage to or loss of tent	£35 per person per day
Urgent message relay service	
Vehicle repatriation to United Kingdom	Limited to the value of the vehicle being contained within UK Glass's guide or other appropriate industry standard used by RAC
Customs claims cover	

Service after return home

Benefit	Limitation
Collection of vehicle left abroad for repair	£600

Service in the UK

Service in the **UK** is provided under the terms of **your** current **UK** product. This product does not cover service in the **UK** except as expressly contained in this document.

Service in the UK en route to the Territory

If **you** are stranded on a public highway through **breakdown** of **your vehicle** on the outward journey from **home** to **your** point of departure from the **UK** or on the inward journey from **your** point of entry to the **UK**, to **home**, we will provide services as if **you** were abroad.

In addition **we** will pay towards the cost of self-

drive hire car including **Collision Damage Waiver** and replacement **Green Card** as necessary, to complete the planned journey if **RAC** confirms **your vehicle** cannot be repaired within 24 hours, this is subject to a maximum contribution of £750.

Service whilst abroad

You are covered for any number of trips, each up to 90 days in duration but not for longer stays and provided the outward and return journeys are completed in the **period of cover**.

Roadside assistance

In the event of a **breakdown** we will pay for the following subject to the limitations for each section as described in the following terms and conditions:

We will pay for:

- attendance of local **breakdown** or garage services to repair the **vehicle** at the roadside if possible; or
- tow of the **vehicle** from the place of **breakdown** or **accident** to the nearest local repairer where **you** may arrange repairs and either:
 - a contribution towards labour charges at a garage (restricted up to the total **claims** limit) if it is possible to effect the repairs necessary to enable the **vehicle** to continue the journey on the date of **breakdown**; or
 - inspection fees, in the event of a **breakdown**, to confirm that the **vehicle** cannot be repaired by **your** return travel date and **your** request for assistance will include authorisation for **us** to arrange this; and
- storage charges for the **vehicle** while awaiting repair or repatriation; and
- the cost of wheel changes but not for replacement tyres.

We will not pay for:

- any labour costs other than those incurred at the roadside. **We** will not pay labour costs at any garage to which the **vehicle** is taken other than under paragraph 2 above; or
- repair costs, including labour, if the **vehicle** was in a road traffic **accident**, damaged by **fire** or stolen or is, in **our** reasonable opinion, uneconomical to repair; or
- the cost of parts used for roadside or garage repairs; or
- the cost of any repairs not directly necessary to enable the **vehicle** to continue the journey on the date of the **breakdown**; or

- the cost of any other supplies, including but not limited to **specialist equipment**.

If the appropriate RAC control centre can confirm repairs to the vehicle will take more than 12 hours of being notified of a breakdown, or if it is to be repatriated to the United Kingdom, then we will pay for either:

a) Additional accommodation expenses

We will pay up to £35 per person per day up to £400 towards necessary additional (not alternative) accommodation expenses (room only) while you wait for your vehicle.

We will not pay for the costs of meals and any other costs that are not specified above.

Or

b) Journey continuation or return home

A contribution (restricted up to the total claims limit) to travel expenses to allow you to either:

- continue the planned journey during the period your vehicle is not roadworthy.
- return home by a direct route.

Expenses can comprise of self-drive car hire up to 14 days per claim, including Collision Damage Waiver and replacement Green Card as necessary, or second/standard class rail, or a combination of both.

RAC will in its reasonable discretion decide which course of action to adopt, but RAC will take into consideration your preference.

You must collect the vehicle when repaired as once the vehicle is repaired and you have been notified, RAC will not pay any further expenses other than the costs of collection.

This benefit is also available if your vehicle is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if your vehicle is recovered in a roadworthy condition.

We will not pay for:

- fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car.
- the cost of any car hire beyond the period agreed with the appropriate RAC control centre.
- any car hire expenses after your vehicle is

repaired except for the direct journey to return and collect it.

- first class rail fares.
- any costs under this benefit if they are for a service you used at the same time as the above section "Additional accommodation expenses."
- international drop charges where a vehicle hired from abroad is dropped within the UK.
- the costs of hiring a motorcycle.
- any hire costs not arranged through RAC or agreed by RAC.

You will have the following cover if RAC can confirm that repairs cannot be completed by your planned return date to the United Kingdom and providing the cost of repatriation is not uneconomical. (Repatriation will be uneconomical if it will cost more than the UK market value of your vehicle according to Glass's guide or other appropriate industry standard used by RAC). Cover is available for either:

a) Vehicle repatriation

We will pay for the cost of taking the vehicle by road transporter from abroad to your home or chosen UK repairer for repair in the UK.

We will also pay the costs of packing and freighting your baggage if the vehicle is declared a 'write-off' by the vehicle's insurers.

When repatriation is authorised it normally takes 10-14 working days for delivery to a UK address from most west European countries. At busy times and from east European countries it may take longer.

If the vehicle has been fitted with a roof box or bicycle rack, you must remove and place it inside the vehicle. The roof box keys need to be left with your vehicle keys.

We will not pay for:

- claims for any repatriation not authorised by the appropriate RAC control centre.
- the cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the UK market value of your vehicle according to Glass's guide or other appropriate industry standard used by RAC.
- the cost of repatriation if your vehicle is roadworthy.
- any claim if your vehicle is being repatriated and Customs in any country find its contents are breaking the law.

- any further costs in connection with the vehicle once declared a write-off by us.

Or

b) Collection of Vehicle from Abroad

We will pay the following costs up to £600 for one person to collect your vehicle, repaired abroad after a breakdown:

- standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
- additional homeward cross channel ferry or rail fare for the repaired vehicle (calculated by taking the actual fare less the value of any unused homeward portion of your original cross channel ticket).
- up to £35 per night for single room hotel accommodation necessary to complete the round trip (limited to room only).

We will not pay for:

- first class rail fares.
- the cost of any meals.
- the costs of more than one person.

Note: The appropriate RAC control centre will, after taking a fair and reasonable view, decide whether your vehicle should be repaired abroad for you (or someone nominated by you) to return and collect.

Authority for repatriation or repair

If your vehicle is not able to be driven due to a road traffic accident, fire, break-in or theft, any damage which you are entitled to have repaired by your motor insurers must be reported to them immediately. Your insurers must decide whether to declare the vehicle a write-off, authorise repair abroad or have the vehicle repatriated. We cannot repatriate the vehicle unless your insurers first give their permission.

We also reserve the right to negotiate with them to reclaim costs incurred. If your insurers do not or do not give permission to repatriate then it is our decision alone whether to declare the vehicle a write-off, or repatriate or repair locally a vehicle which cannot be driven as a result of a breakdown, or as a result of a road traffic accident, fire or theft, for which you do not have fully comprehensive cover.

Additional services

We will pay for the costs of providing the following if applicable:

- vehicle break-in, emergency repairs

We will pay for:

The cost of immediate emergency repairs necessary to make your vehicle secure in the event of damage to windows, locks or windscreen caused solely by forcible entry, or attempted forcible entry, up to £175, provided you report the matter to the police either before contacting us or within 24 hours of contacting us, and you have obtained a written report from the police.

We will not pay for:

- the cost of repairs if they are not to make your vehicle secure and for the reasons stated.
- any repair costs if you do not obtain a police report and submit it with your claim.
- repatriation benefits as described under the section entitled 'Vehicle repatriation.'

Spare parts dispatch

If as a result of a breakdown your vehicle needs parts but these are unavailable locally we will pay for:

- freight, handling and ancillary charges for dispatch of spare parts not obtainable locally.
- the fare for one person to collect parts from the appropriate railway station or airport.

We will not pay for:

The cost of parts themselves, which must be paid on receipt. When telephoning the RAC control centre you will be asked for your credit card details. Alternatively you will be asked to pay for the part(s) direct to the repairer.

Accidental damage to or loss of tent

We will pay for:

A contribution to accommodation expenses of up to £35 per person per day if during the period of cover you are camping and your tent is damaged accidentally making it unusable, or it is stolen. Alternatively, we may at our option authorise the cost of a replacement tent. If your tent is stolen you must report the theft to the police within 24 hours and obtain a written report.

We will not pay for:

- the cost of meals or any other costs that are not specified above.
- damage caused by weather conditions.
- the cost of a replacement tent not authorised by us.

- any costs if **your** tent was stolen and **you** do not report the **theft** to the police within 24 hours and obtain a written report.

Urgent message relay service

We will pay for:

The cost of relaying urgent messages from the appropriate **RAC** control centre to **your** immediate relatives or close business associates if the **vehicle** cannot be driven because of **breakdown, accident** or **fire** or it is **stolen**.

We will not pay for:

- the cost of non urgent messages or messages to persons not described in the previous paragraph.
- the cost of relaying any urgent message not arranged through the appropriate **RAC** control centre.

Replacement driver

We will pay for:

The cost of providing a replacement driver to drive **your vehicle** and **your party** to **your** destination or **home**, if a registered doctor declares **you** medically unfit to drive and **you** are the only qualified driver.

We will not pay for:

- replacement driver cost if there is another qualified driver in the party who is fit to drive.
- more than one **claim** per journey abroad.

Customs claims cover

We will pay for Continental or Irish Customs claims for duty if:

- the **vehicle** is beyond economic repair as a result of **fire** or **theft** abroad during the journey and it has to be disposed of abroad under Customs supervision; or
- it is stolen abroad during the journey and not recovered. **RAC** will deal with necessary Customs formalities.

To arrange, please call: RAC European Support, 0870 5 49 33 20 (calls may be recorded and/or monitored) Monday-Friday 9am-5pm.

We will not pay any import duties not relating to the **vehicle**.

Policy requirements and limitations

Sections A and B

Credit card details

We will require **your** credit card details if we arrange a service for **you** which is not covered by the terms and conditions or if it exceeds the limits set out in the part entitled "Terms and Conditions". If **you** do not provide **us** with **your** credit card details **RAC** will not be able to provide certain services which will be notified to **you** when credit card details are requested.

Caravans and trailers

The **vehicle** restrictions in this **policy** apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6m. If the **vehicle** which has suffered a **breakdown** is towing a caravan or trailer and **we** provide recovery, the caravan or trailer will be recovered together with the **vehicle** to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this **policy**.

We do **our** best to find solutions to motoring problems, but **we** regret **we** cannot arrange a replacement caravan or trailer in the event of **breakdown** or **accident** damage which cannot be repaired. It is also virtually impossible to hire vehicles with tow bars and it may become necessary to repatriate a caravan or trailer together with a towing vehicle which cannot be repaired abroad by the return date.

Unforeseeable losses or events

Except in relation to any claim **you** may have for death or personal injury, if **we** are in breach of the arrangements under this contract, **we** will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contracts, or for any business losses.

We do not guarantee the provision of any of the benefits under **your policy**, if there is anything beyond **our** reasonable control or the reasonable control of any service provider which prevents **us** or a service provider from providing that benefit. Benefits may be refused if **you** or any of **your party** behaves in a threatening or abusive way to any persons providing service under this **policy**.

Taxi Bookings

In some circumstances it can be quicker and easier for **you** to arrange a taxi. **We** may ask **you** to make **your** own arrangements for taxi service. If so please send **your** receipts to **us** and **we** will reimburse **you**.

Vehicle condition

Your vehicle must be roadworthy and in good mechanical condition when **you** apply for Cover and **you** must keep it in that condition.

Fraud

If any **claim** is found to be fraudulent in any way **your policy** will be cancelled immediately and all **claims** forfeited.

Section A only

Battery related faults

For battery related faults **your policy** entitlements are as follows:

- RAC's** initial attendance for a battery related fault is included in **your policy's** entitlement.
- the fitting of any parts or batteries purchased by **you** prior to **our** attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.
- RAC** will test **your** battery at that initial **breakdown** attendance. If the battery is no longer serviceable and so fails the test **you** will be advised to replace it.
- if a condemned (non serviceable) battery is not replaced, **we** may provide further assistance to a battery related fault but in this case a separate charge will apply. The charge will be payable by credit or debit card before assistance can be arranged.

Section B only

Motor insurance

RAC European Motoring Assistance is not motor vehicle insurance. **We** strongly recommend **you** tell **your** motor insurers before taking **your vehicle** abroad. If **you** do not, **your** motor insurance policy may only cover **you** for damage **you** might cause to other people or their property (third party cover). This means that **you** would not be covered for any loss or damage to **your vehicle**. **Your** insurers will also need to know if **you** are towing a caravan or trailer.

Travel insurance

Please be advised that although **your policy** provides European Breakdown and Accident Assistance cover, it does not replace the need for adequate Travel Insurance when travelling abroad.

Service providers

Unless the services are provided by **RAC** patrols or contractors acting on **our** instructions and on **our** behalf, **we** do not give any guarantee as to the services provided by garages, breakdown/recovery companies, repairers, car hire companies and other third party service providers whose emergency services **we** arrange on **your** behalf and/or pay for under European Motoring Assistance – they do not act as **our** agents or subcontractors and **we** do not accept responsibility for their acts or omissions. **You** should check that any repairs to **your vehicle** are carried out to **your** reasonable satisfaction.

Availability of service in Eastern Europe

Every effort is made by **RAC** to make sure that a good quality service is provided in Eastern European countries but this may not necessarily be to the same standards as in Western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc.

Service in certain countries may become disrupted or unavailable due to prevailing political, economic, infrastructural or environmental conditions, for which **RAC** cannot accept responsibility. Information can be obtained from the Foreign & Commonwealth Office – www.fco.gov.uk; or by telephoning The FCO Travel Advice Unit on: 0845 850 2829.

Important self-drive hire car information

We will normally try to arrange a hire car similar in seating capacity and volume to, but not necessarily the same as, **your vehicle**, if there is one available. If **you** were travelling in an MPV or similar **vehicle** **we** may arrange two hire cars. **We** will only arrange this if there are two qualified drivers in **your party**. Otherwise, **we** will arrange alternative means of transport.

Self-drive car hire arranged under **your cover** will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence penalties etc. The driver must also have held a full **UK** driving licence or equivalent for a minimum of one year (two years for France).

Your credit card details will also be required as security for the hire and to cover extras such as top up of the fuel tank when returning the **vehicle**. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire vehicle must be the same. Switch cards and debit cards are not acceptable. If **you** leave a hire car at a different location to the one arranged by the **RAC** control centre **you** must pay any collection charge which may be made.

Please note that many car hire companies across Europe charge a damage excess which is not covered by the **Collision Damage Waiver** (CDW).

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and eastern Europe international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete **your** journey. A car hired abroad must not be brought into the **United Kingdom**. A second car hire will be arranged for the **United Kingdom** part of **your** journey.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class vehicles and cannot guarantee the hire of minibuses or vans.

We will not be responsible for any delays in obtaining a hired vehicle and cannot guarantee to provide it in time to connect with **your** pre-booked ferry, etc. **You** may have to collect a hired vehicle from the nearest available place of supply.

Special requirements for Vehicles with over 9 seats

The supply of minibuses as a replacement vehicle can often prove difficult. When one is available the following regulations apply:

Drivers must be at least 21 years old and have a full year's car driving experience. Special documents and tachographs are mandatory throughout the EU. For more information contact **your** local Department of Transport Area Office for details.

Repayment of credit

You must pay back to **us** on demand:

- any costs **we** have paid for which **you** are not covered under **your policy**.

- the cost of any spare parts supplied.

Spares dispatch

After **you** have asked the appropriate **RAC** control centre to dispatch parts **you** are responsible for paying for them in full, even if **you** later obtain them locally.

We will arrange to dispatch parts as quickly as possible but delays will occur at weekends and bank holidays. **We** will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

Exceptions to Section 15 of your policy

in addition to any limits and exclusions noted elsewhere in this **policy**, **we** will not cover:

1. Costs for anything which was not caused by the incident **you** are claiming for.
2. **Breakdowns** in the **UK** resulting from road traffic **accidents**, vandalism, **fire** or **theft**.
3. **Vehicles** which have broken down as a result of taking part in any motor sport event (including, without limitations rallies or stock car racing) which takes place off the road and / or is not subject to the normal rules of the road. However, **vehicles** participating in any event (such as a treasure hunt, touring assembly or navigational road rally), which takes place on, and comply with the normal rules of the road will be covered.
4. Any **claim** if the **vehicle** suffers a **breakdown** at a motor traders premises, garage or premises offering vehicle repair.
5. The cost of all parts, garage, labour or other costs in excess of **your policy** limits set out in the part entitled "Terms and Conditions". Please note these costs in the **territory** are likely to be higher than in the **UK**.
6. Loss caused by any delay, whether the benefit or service is being provided by **us** or someone else (for example a garage, hotel, car hire company, carrier, etc).
7. Any incident affecting a vehicle hired under the terms of this **policy**.
8. Routine servicing of **your vehicle**.
9. The cost of a glass or tyre specialist. **We** will arrange for **your vehicle** to be taken to a nearby garage for assistance but **you** will have to pay for any work carried out on the **vehicle**.

Any other Recovery may be arranged but **you** will be liable for any additional costs.

10. The cost of a locksmith if **you** lose, break, or lock **your keys** in **your vehicle**. If **we** are unable to open **your vehicle**, **we** will arrange for a locksmith to attend where available, but **you** will be responsible for the costs. If a locksmith is not available, **we** will arrange for **your vehicle** to be taken to a nearby garage for assistance but **you** will have to pay for any work carried out on the **vehicle**. Any other Recovery may be arranged but **you** will be liable for any additional costs.
11. 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, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - b) Terrorism
Terrorism is defined as any act or acts including, but not limited to:
 - i) the use or threat of force and/or violence; and/or
 - ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means
caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.
 - c) Any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.
12. Any **claim** caused directly or indirectly by the overloading of **your vehicle** and/or any caravan or trailer.
13. Any **claim** as a result of **vehicle breakdown** due to:
 - a) running out of oil or water;
 - b) frost damage;
 - c) rust or corrosion;
 - d) tyres which are not roadworthy;
 - e) using the incorrect fuel.
14. Any **claim** caused directly or indirectly by the effect of intoxicating liquors or drugs.
15. Any **claim** where **your vehicle** is being driven by persons who do not hold a full **United Kingdom** or other recognised and accepted driving licence valid for use in the **United Kingdom**.
16. Any **claim** which **you** have made successfully under any other policy of insurance held by **you**. If the value of **your claim** is more than the amount **you** can get from **your** other insurance **we** may pay the difference subject to these **policy** limits and exclusions.
17. The cost of any transportation, accommodation or care of any animal. Any onward transportation is at **our** discretion and solely at **your risk**. **We** will not insure any animal during any onward transportation **we** may undertake.
18. Any period outside **your period of cover**.
19. Any **vehicle** other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4x4 sport utility vehicle and provided that the **vehicle** conforms to the following specification:
 - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM);
 - b) maximum overall dimensions of: length 5.5m; height 3m; width 2.3m (all including any load carried).The **vehicle** restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6m. If the **vehicle** which has suffered a **breakdown** is towing a caravan or trailer and **we** provide recovery, the caravan or trailer will be recovered together with the **vehicle** to a single destination. Other than as set out above caravans and trailers are not covered under this **policy**.

If the **vehicle** requires repatriation **we** will arrange for repatriation of the caravan or trailer as well.

20. Any **claim** by **you** unless **you** are a **Resident of the United Kingdom** and the **vehicle** is registered with the relevant **Vehicle Licensing Agency**.
21. Any **vehicle** carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during **vehicle** construction and to the manufacturer's specification.
22. **Your vehicle** if it is unattended.
23. Any personal effects, valuables or luggage left in **your vehicle** or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the **vehicle**. These are **your** responsibility.
24. **Specialist Equipment** costs. **We** will however arrange for the specialist services if needed, but **you** will have to pay for any additional costs direct to the contractor.
25. Any costs which are not directly covered by the terms and conditions of this **policy**.
26. **Vehicles** which were broken down/had suffered a **breakdown** or unroadworthy at the start of this **policy**.
27. It is a legal requirement that **vehicles** used or recovered with their wheels in contact with the public highway must have a valid current excise licence. Where no current excise licence is displayed **we** will attempt to fix **your vehicle** at the roadside but will not provide any other service or benefit.

The above is not applicable to those vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994 (which include certain types of vehicles, including certain old vehicles, agricultural vehicles and emergency vehicles) or under Section 5 of the Vehicle Duty Order 2010 in Isle of Man. For further information please contact either DVLA at www.dvla.gov.uk or Vehicle Licensing, Dept of Transport for Isle of Man at www.gov.im/transport/highways/dandy/welcome.xml.
28. The costs of any parts provided by **RAC** to fix **your vehicle** at the roadside must be paid in

full by credit/debit card at time of **breakdown** before work can commence.

European Claims Procedure and Conditions

When providing assistance **we** make every effort to arrange on **your** behalf all costs within the limits set out in this document. However, in some instances **you** may be asked to pay locally and reclaim costs on **your** return to the **United Kingdom**. There may also be occasions when **you** arrange and pay for assistance direct and wish to reclaim the cost.

RAC European Motoring Assistance **claims** are handled by:

Breakdown Customer Care
RAC Motoring Services
RAC House
PO Box 200
Walsall, West Midlands WS5 4AW

If **you** have any enquiries relating to repatriations or **claims** associated with **our** European Service, please contact **us** on 0870 549 3320 (calls may be recorded and/or monitored).

email: customeroperations@rac.co.uk.

If **you** have paid any cost which **you** believe is covered, please telephone **RAC** for a claim form immediately on **your** return **home**, quoting **your** reference and **vehicle** registration number. When returning **your** completed claim form **you** should enclose relevant original receipts (not photocopies).

Receipts

You must keep all relevant original receipts (not photocopies) as they will be needed for any **claim**. **We** may refuse to arrange reimbursement of expenses **you** are claiming back if **you** cannot provide original receipts or bills for the items **you** have paid.

Payment of **claims** depends on **you** complying with the following conditions:

1. **You** must make any **claim** on an **RAC** claim form, please bring **your claim** to **RAC's** attention as soon as **you** can (if possible within 28 days) after **you** return to the **United Kingdom**. **Claims** which are not on an **RAC** claim form will not be accepted. This does not affect **your** statutory rights to take legal action or exercise any other legal remedy.
2. If **RAC** pay out money for **you** **RAC** can take over **your** right to get that money back. **You**

must cooperate with **RAC** as much as possible if requested by **us**.

3. **You** must do all **you** can to prevent **accident**, injury, loss or damage, as if **you** were not covered.
4. **You** must forward to **RAC** any writ, summons, legal document or other communication about the **claim** as soon as **you** receive them.
5. **You** must obtain any original receipts, certificates, police reports, evidence, etc and give all the information and help **we** may need at **your** expense. This includes medical certificates and details of **your** household insurance if necessary.
6. **You** must not admit liability or offer or promise payment without **RAC's** written permission.
7. The **vehicle** must be in roadworthy and in good mechanical condition when **you** commence **your** journey.
8. If any **claim** is found to be fraudulent in any way **your claim** will be forfeited.

You must, within 7 days of any request from **RAC**, send to **RAC** copies of any European accident statements (called a "Constat d'amiable" in France) and/or any police reports should **you** make a **claim** following a road traffic incident.

General

Period of Cover

- means the period stated on **your** motor insurance **policy schedule**.
- this **policy** will automatically terminate in the event that **your** related motor insurance policy terminates.

Data protection

For the purposes of the Data Protection Act 1998, the data controller in relation to the information **you** supply is RAC Motoring Services (RACMS), (Company No: 1424399), RAC House, Brockhurst Crescent, Walsall, West Midlands WS5 4AW.

RACMS will share the information **you** provide, together with other information, with **our** group companies. **We** (RAC group companies) may use this for administration, marketing, customer services and profiling **your** purchasing preferences. **We** may disclose **your** information to **our** service providers and agents for these purposes. **We** may keep **your** information for a reasonable period to contact **you** about **our** services.

It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **we** will ensure that anyone to whom **we** pass **your** information agrees to treat **your** information with the same level of protection as if **we** were dealing with it.

When **you** give **us** information about another person, **you** confirm that they have authorised **you** to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

You have the right to ask for a copy of **your** information (for which **we** will charge a small fee) and to correct any inaccuracies.

We may record telephone calls for staff training and evidential purposes.

We offer motoring and travel related products such as breakdown services, hotel bookings and vehicle inspections, sales and leasing. **We** also offer financial products such as insurance, loans and credit cards. **We** may also share **your** information with **our** business partners. **We**, or they, may contact **you** by mail, telephone, fax, email or SMS/MMS to let **you** know about any goods, services or promotions that may be of interest to **you**. If **you** decide **you** do not wish to receive such information in these ways please inform **us** but remember this will prevent **you** from receiving **our** special offers or promotions. To contact **us** write to **us** at:

RAC Motoring Services
Customer Services Department (DP)
FREEPOST 186
PO Box 408
Bristol
BS99 7BR

Section 16

Legal Assistance

Definitions

The general definitions at the beginning of this policy booklet apply where appropriate. The following definition only applies to this section of the policy.

You/your

The persons covered by this section:

- **the insured**; and
- any passengers carried in **your car** at the time of an accident and/or incident, which occurs within the **period of insurance**.

Motor Legal Assistance explained

- **Legal protection to claim costs or compensation after a motor accident and/or incident**

If there is an accident and/or incident involving **your car** which is not **your** fault, **we** will provide **you** with legal protection to pay lawyers' costs to help claim against the person(s) who are responsible.

As part of **your** claim **we** will pay to recover **your** financial losses (such as **your** excess and travel expenses) and also obtain compensation if, as a result of travelling in, getting into or out of **your car**, **you** die or sustain personal injury.

Reasonable prospects of success must be present throughout the duration of the claim. This means that the lawyer must believe that it is more likely than not that **you** will succeed in a claim for those losses. For more information please see 'Reasonable prospects of success explained' under 'Conditions of cover' in this section.

In the event the lawyer takes on **your** case but **your** claim is not successful **we** will pay legal costs and fees **you** are held responsible for, up to a maximum amount of £100,000.

If **you** need to report an accident and/or incident or talk to **us** about a claim, call **us** on: **0844 891 1111**.

Lines are open 24 hours a day, 365 days a year.

- **Legal protection to defend motoring offences**

This section provides legal protection to pay lawyers' costs to help defend **your** legal rights if **you** are accused of or have committed an offence under the **Road Traffic Acts** (e.g. a speeding fine) while using **your car** (including if a conviction would result in **you** being disqualified or suspended from driving).

Cover in this section is subject to cover not already being provided under 'Section 2 – Your Liability' in this policy.

The maximum amount **we** will pay for any one claim under this cover is £20,000.

If **you** need to report an incident or talk to **us** about a claim, call **us** on: **0845 300 2970**.

Lines are open 24 hours a day, 365 days a year.

Motor legal advice helpline explained

You have access to a 24 hour legal advice helpline based in the United Kingdom – providing confidential legal advice on any legal matter relating to the use of **your car** (e.g. private vehicle sale).

There are no consultation fees and lines are open 24 hours a day, 365 days a year, all **you** pay for is the phone call.

Call **us** on: **0845 300 2970**.

Please ensure **you** have **your** policy number to hand when **you** contact **us**.

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

- Costs of calls to 0844 and 0845 numbers may vary, please contact **your** network provider for details.

What is not covered

We will not pay any costs and expenses:

1. Which **we** have not agreed to or authorised.
2. Incurred prior to our acceptance of a claim.
3. Resulting from any legal action **you** take without our prior approval.
4. For any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
5. Resulting from any claim deliberately or intentionally caused by **you**.

6. Resulting from a defence of motoring offence arising from prosecutions for:
 - dishonesty or violent conduct;
 - drink or drug related offences; or
 - parking offences.
7. Relating to an application for judicial review.
8. For a claim relating to any non-contracting party's rights to enforce all or any part of this section. This means that only **you** may enforce all or any part of this policy and the rights and interests arising from or connected with it. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.
9. For dispute with **us** in respect of the policy terms and conditions unless that is covered by the 'Disputes and arbitration' section in this policy.
10. For losses already paid by **us** under any other section of this policy.

Conditions of cover

The following conditions apply to this section:

- the incident occurs during the **period of insurance**;
- the incident occurs within the **territorial limits**;
- any legal proceedings that **we** have agreed to are dealt with by a court or similar body within the **territorial limits**;
- in respect of any appeal or defence of an appeal, it has been reported to **us** at least 14 days prior to the deadline for any appeal; and
- reasonable prospects of success exist for the duration of the claim. This condition only applies to claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section. Please see the box below for more information.

Reasonable prospects of success explained

Before **we** begin to pursue financial losses or pay any legal costs and expenses **we** will ask the appointed lawyer to discuss **your** claim with **you** and assess the prospects of success.

In respect of all claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section **we** need to establish that it is more likely than not that **you** will:

- make a recovery of damages either in full or in part against the person(s) **you** believe were to blame;
- recover more than any offer of settlement from the person(s) **you** believe were to blame;
- make a successful defence of any claims made against **you**;
- make a successful appeal or defence of an appeal;
- obtain a legal remedy which **we** have agreed to pursue or defend.

If at any time it is established that **your** claim no longer has a reasonable prospect of success, **we** will confirm this in writing to **you**. **We** will pay for all costs and expenses **we** have agreed or authorised prior to the change in prospects of success. **You** have the right to continue the legal proceedings but this will be at **your** own expense and **we** will not pay any legal costs and fees **you** may be held responsible for after the confirmation in writing.

Your claim

How to claim

1. Before **you** call, please make sure **you** have **your** policy number, vehicle registration and incident date ready to hand.
2. Call **us** to register **your** claim:
 - for legal protection to claim costs or compensation after a motor accident and/or incident, please call **us** on **0844 891 1111**; or
 - for legal protection to defend motoring offences, please call **us** on **0845 300 2970**.

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

- Costs of calls to 0844 and 0845 numbers may vary, please contact **your** network provider for details.

General Exceptions

Legal representation

On receipt of a claim, **we** will appoint a lawyer to act for **you**.

If it is necessary to start court proceedings, **you** are free to nominate an alternative lawyer by sending the lawyer's name and address to **us**.

If there is a conflict of interest or **we** do not agree to **your** choice of lawyer, **you** may choose another representative. If there is still a disagreement, **we** will ask the President of the relevant National Law Society to choose a suitably qualified person. In this circumstance both parties are obliged to accept this choice of representation.

The legal costs and expenses we will pay for

We will pay the following:

- reasonable legal costs and expenses incurred in respect of **your** claim; and/or
- legal costs and expenses, which **we** have agreed to or authorised, which **you** have been held responsible for or ordered to pay by a court or similar body.

In determining whether or not costs are reasonable, **we** will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable. Specific factors **we** will take into account in making this determination are:

- the amount of any financial losses being claimed;
- the value and complexity of the case;
- the geographical location of the person and the other party to the action;
- the conduct and actions of the other party;
- the normal level of legal costs and expenses a similar specialist lawyer appointed by **us** would charge.

Conditions relating to your claim

- Incidents must be reported to **us** within 180 days after the date **you** discovered the incident.
- **You** must allow **us** direct access to the appointed lawyer who will provide **us** with any information or opinion on **your** claim.
- **You** must provide **us** with any information or instructions that **we** may reasonably ask for in relation to **your** claim. If **we** do not receive all the information or instructions **we** need **we** may delay or suspend your claim.

- **You** must notify **us** immediately if the approved lawyer receives a formal offer to settle a claim or to make a payment into court.
- If **you** do not accept a payment into court or any offer where the appointed lawyer advises that this is a reasonable payment or offer, **we** may refuse to pay further legal costs and expenses.
- No agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.
- **You** must support **us** in the recovery (from the person(s) who **you** believe were responsible) of any legal costs and expenses to **us**.
- In respect of the following, if **you**:
 - settle or withdraw a claim without our prior agreement;
 - do not give suitable instructions to the appointed lawyer; or
 - dismiss an appointed lawyer without our prior consent, (please see the 'Legal representation' and 'Disputes and arbitration' sections for more information about appointing representatives),

the cover **we** provide in respect of **your** claim will end immediately and **we** will be entitled to reclaim any costs and expenses **we** have incurred.

Disputes and arbitration

If any difference arises between **us** and **you** in respect of the:

- acceptance;
- refusal;
- control; or
- handling

of any claim under this section, **you** can take the steps outlined in our Complaints Procedure section in this policy.

You have the right to refer any such difference that arises between **us** and **you** to arbitration which will be decided by Counsel chosen jointly by **us** and **you**.

If there is a disagreement with regard to the choice of Counsel, **we** will ask the President of the relevant National Law Society to choose a suitably qualified person.

The decision shall be final and binding on both **us** and **you**.

All costs for resolving the difference will be met by the party against whom the decision is made.

Your policy does not cover the following:

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

We will not withdraw this cover:

- i. while **your car** is in the custody or control of a member of the motor trade for the purposes of maintenance or repair, or while **your car** is being parked by an employee of a hotel or restaurant or car parking service.
 - ii. if the injury, loss or damage was caused as a result of **your car** being stolen or having been taken without your permission.
 - iii. by reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.
2. Any liability **you** have agreed to take on except to the extent **you** would have had that liability if that agreement did not exist.
 3. a) Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss; or
b) Any legal liability, that is directly or indirectly caused by, contributed to by or arising from:
 - i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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

General Conditions

Claims procedure

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

Cancelling this policy

4. Following the expiry of your 14 day statutory cooling off period, **you** continue to have the right to cancel your policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated in proportion to the period for which **you** received cover and there will be an additional charge of up to £50, please refer to your terms of your business (subject to Insurance Premium Tax, where applicable) to cover the administration cost of providing the policy.

To exercise your right to cancel your policy please contact the Daimler Insurance Services UK Limited Customer Services Helpline on **0845 600 2180** or write to:

Daimler Insurance Services UK Limited,
Tongwell, Milton Keynes MK15 8BA.

You must also return your **certificate of motor insurance** immediately to cancel your policy.

We (or any agent **we** appoint and who acts with our specific authority) may cancel this policy by sending 7 days' notice to your last known address. **You** will be entitled to a refund of premium paid, subject to a deduction for the time for which **you** have been covered.

If **you** do not pay the annual premium by the due date **we** may cancel this policy by sending **you** 7 days' notice in writing. Where **we** cancel the policy, **you** will be charged for the time for which **you** have been covered.

If **you** do not pay the sums due under the relevant monthly credit facility when they become due **we** may cancel this policy upon giving **you** 21 days' notice in writing. If your insurance is cancelled for this reason, Daimler Insurance Services shall also make a cancellation charge of up to £50 as set out in your terms of business.

Other insurance

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

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

Your duty to prevent loss or damage

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

Arbitration

7. Except for claims under Section 3, where **we** have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens, a decision must be made before **you** can take any legal action against **us**.

Your duty to comply with policy conditions

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

Fraud

9. If any claim is in any way fraudulent or if **you** or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefits under this policy shall be forfeited.

Monthly instalments

10. If **you** are paying your premium using monthly credit facilities **you** must make regular monthly payments as per the terms of your credit agreement. If **you** fail to do this, your lender reserves the right to terminate your credit agreement. If your credit agreement is terminated, your insurance cover may also be cancelled in accordance with the terms of your policy, unless the remainder of any premium due is paid. If your insurance is cancelled for this reason, Daimler Insurance Services shall also make a cancellation charge of up to £50 as set out in your terms of business.

If the credit agreement requires **you** to pay an advance payment, **you** are required to pay that payment by the date specified by your lender or your policy may not be valid.

Mileage

11. **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

12. If **you** receive a contribution as part of a car sharing arrangement involving the use of any car insured under this policy for carrying passengers for social or similar purposes, **we** will not consider this to be carrying passengers for hire or reward provided:

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

Important

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

Important Notice - Information we need to know about

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

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

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

Complaints Procedure

Our promise of service

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

What will happen if you complain

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

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

What to do if you are unhappy

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

- If your complaint is regarding a claim please telephone 0845 300 9514 and ask your contact to review the problem.
- If your complaint is regarding Breakdown **you** can write to Customer Care Department, RAC House, Brockhurst Crescent, Walsall, West Midlands WS5 4AW or telephone 0800 731 1104 (for UK related complaints) or 0800 1075861 (for European-related complaints), whichever suits **you**, and ask your contact to review the problem.
- If your complaint is regarding anything else **you** can write to Daimler Insurance Services UK Limited, Tongwell, Milton Keynes MK15 8BA or telephone **0845 600 2180**, whichever suits **you**, and ask your contact to review the problem.

If **you** are unhappy with the outcome of your complaint **you** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

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

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

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

Financial Services Compensation Scheme

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

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

Motor Insurance by Mercedes-Benz is provided by Daimler Insurance Services UK Limited. A Daimler Company. Registered office: Tongwell, Milton Keynes MK15 8BA. Underwritten by Aviva Insurance Limited. Registered Office: Pitheavlis, Perth PH2 0NH. Registered in Scotland number 2116.

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

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

Mercedes-Benz Insurance, Tongwell, Milton Keynes, MK15 8BA
www.mercedes-benz.co.uk